Subscription Agreement for Class A Units

Las Vegas GPU Pilot 1, LLC · November 14, 2026

Securities notice. The Class A Units have not been registered under the Securities Act of 1933 or any state securities law. They are offered under Rule 506(c) of Regulation D only to accredited investors whose status has been verified. They are restricted securities and may be transferred only as the Operating Agreement allows and under registration or an exemption. There is no public market for the Units. An investor can lose the whole investment.

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How to subscribe

This package is what you sign to buy Class A Units in Las Vegas GPU Pilot 1, LLC, the Nevada company formed to own and rent out one 8x NVIDIA B200 GPU server. Units cost $10,000 each, and you may buy 5 to 20. The $650,000 raise is all or nothing. Send no money until Step 6.

Step	What you do	Deadline (Pacific time)
1	Read the Memorandum, the Operating Agreement and this Subscription Agreement.	Offer opens Monday, November 9, 2026
2	Email nimo@rotem.ai with the number of Units. The Manager sends the documents for electronic signature.	Early: subscriptions are accepted in the order completed

Step	What you do	Deadline (Pacific time)
3	Sign and return the documents listed below.	Initial target: Friday, December 4, 2026, 5:00 pm
4	Verify your accredited status with a letter (Exhibit C) or the online service the LLC pays for.	Initial target: Friday, December 4, 2026, 5:00 pm
5	The Manager confirms the full $650,000 is committed, countersigns and sends wire instructions.	Initial target: By Monday, December 7, 2026
6	Confirm the wire instructions by phone with Nimrod Rotem, then wire. Units are issued at closing and confirmed by email.	Initial target: Friday, December 11, 2026

Under the initial target schedule, the Server is ordered and installed in December 2026, rental revenue begins January 1, 2027 and the first distribution is March 31, 2027. A later Closing moves these dates.

What to return: the Signature Pages with your number of Units; Exhibit A, the Investor Information Form; Exhibit B, the Accredited Investor Questionnaire; Exhibit C or the online service's confirmation; the Operating Agreement signature page; Form W-9, or Form W-8BEN (W-8BEN-E for an entity) if you are not a US person; and a copy of a government photo ID for each signer, plus the formation document or trust certificate of an entity or trust.

> **Wire fraud warning.** Criminals send fake wire instructions that look real. Before you send money, call Nimrod Rotem and confirm the bank, account name, routing number and account number. Use a number you already have for him, never one given in an email with instructions. If you have not spoken with him by phone, email nimo@rotem.ai before you sign to set up a call. The Manager never changes wire instructions by email. The account is a Bank of America business checking account in the name Las Vegas GPU Pilot 1, LLC. If an email changes the instructions or names another account, do not wire: call Nimrod Rotem.

The initial signing and funding targets are in December 2026. If the full $650,000 is not raised within six months after the Offering opens, the project is canceled and each investor receives back exactly the amount contributed, with no fee or deduction. If a qualifying Server is not bought within 30 days after actual Closing, the same full-return obligation applies and the Manager bears costs.

Subscription Agreement

This Subscription Agreement (this **Agreement**) is between the investor named on the signature pages at the end of this package (the **Signature Pages**) and Las Vegas GPU Pilot 1, LLC, a manager-managed Nevada limited liability company with its principal office at 6000 S Eastern Ave, Suite 9E, Las Vegas, NV 89119 (the **LLC**). The investor is the **Investor**. The LLC's manager is Nebula Innovations, LLC, a Delaware limited liability company registered in Nevada (Nevada entity E18521962021-3) (the **Manager**). The Manager's sole member and manager is Nimrod Rotem.

The Investor's subscription binds the Investor when signed. It binds the LLC only when the Manager countersigns the acceptance on the Signature Pages.

1. The Offering

1.1 The Units. The LLC offers 65 Class A Units (the **Units**) at $10,000 each, $650,000 in total (the **Raise**). Each Unit has one vote. Holders of Units (**Class A Members**) share investor distributions pro rata by Units. The Manager holds a nonvoting Class B Manager Interest with no capital contribution. It receives 10% of positive Net Operating Cash each Rental Year and 10% of the gross final Server sale price under Section 6.2 of the Operating Agreement. The Manager may receive these amounts before investors recover their capital.

1.2 The exemption. The offering of the Units (the **Offering**) is made under Rule 506(c) of Regulation D under the Securities Act of 1933 (the **Securities Act**), only to accredited investors as defined in Rule 501(a) under the Securities Act (**Accredited Investors**). The LLC files Form D with the SEC within 15 days after the first sale, together with state notice filings.

1.3 The documents. The Investor has received the LLC's private placement memorandum, with its exhibits and any supplement (the **Memorandum**), and the Operating Agreement of the LLC (the **Operating Agreement**). The Memorandum, the Operating Agreement and this Agreement are the **Offering Documents**. Capitalized terms not defined here have the meanings given in the Operating Agreement.

1.4 Use of the money. The LLC uses the Raise as set out in the Memorandum: to buy and run one Supermicro SYS-822GS-NBRT server, or an equal 8x NVIDIA B200 HGX server (the **Server**), pay sales tax, setup and offering costs, and fund a cash reserve. The LLC will not pay more than $499,000 for the Server; any saving goes to the reserve. The $650,000 Raise includes a $59,209 funded Reserve, above the $50,000 minimum target. The Reserve may be held in accessible bank accounts or government money market funds. The model assumes a 3.32% annualized net yield from Mercury’s government money market fund, with minimum-balance eligibility waived by an existing subscription and no incremental subscription charge to the LLC. The fund is not FDIC-insured and can lose value; the rate is not guaranteed. Reserve investment income is excluded from the Manager operating allocation and is distributed only after liabilities and required reserve replenishment.

1.5 Target dates and fundraising period. All times are Pacific time. The December 2026 signing and funding dates below are initial targets. The Offering may continue for up to six months after opening if the full $650,000 has not yet been received. The Manager communicates any later Closing and operating schedule in writing before accepting funds. **Signing Deadline**, **Acceptance Date** and **Funding Date** mean the dates in the applicable written closing notice.

Event	Date
Offer opens	Monday, November 9, 2026
Signing Deadline: signed documents and accredited verification due	Initial target: December 4, 2026, 5:00 pm

Event	Date
Acceptance Date: Manager confirms the full Raise, countersigns and sends wire instructions	Initial target: December 7, 2026
Funding Date: wires due and closing of the Offering (the **Closing**)	Initial target: December 11, 2026
Server ordered	Monday, December 14, 2026
Rent starts	Friday, January 1, 2027
Server Deadline: last day to buy the Server	Within 30 days after actual Closing
End of term; sale and final distribution	December 31, 2032; by December 31, 2032

1.6 Schedule changes. The Manager may update the target signing, acceptance, funding, Server acquisition and Rental Start dates during the six-month fundraising period after the Offering opens by written notice to subscribers. No funds are deployed before the full $650,000 is received. The Offering ends if the full raise is not received within six months, and every contribution is returned dollar for dollar, without fee or deduction.

2. Subscription

2.1 Subscription. The Investor subscribes for the number of Units written on the Signature Pages, in whole Units, at least 5 Units ($50,000) and no more than 20 Units ($200,000). The **Purchase Price** is $10,000 times the number of Units the Manager accepts.

2.2 Binding subscription. The subscription cannot be withdrawn once signed, except as Sections 3.2 and 4.3 allow.

2.3 No money until acceptance. The Investor sends no money with this Agreement. It pays only after it has received the Manager's countersigned acceptance and the wire instructions, which the Manager sends only after it confirms the full Raise is committed, and has confirmed the instructions by phone with Nimrod Rotem. Any money received earlier is returned in full.

2.4 Documents to deliver. By the Signing Deadline the Investor delivers:

1. the completed and signed Signature Pages;
2. the Investor Information Form attached as **Exhibit A**;
3. the Accredited Investor Questionnaire attached as **Exhibit B**;
4. accredited verification under Section 5;
5. the signed Operating Agreement signature page;
6. Form W-9, or Form W-8BEN (Form W-8BEN-E for a non-US entity); and
7. a copy of a government photo ID for each signer and, for an entity or trust, its formation document or a trust certificate.

A subscription is complete when all of these, including verification, have been received.

3. Acceptance and Closing

3.1 Acceptance or rejection. The Manager may accept or reject this subscription in whole or in part, for any reason. It accepts only by countersigning the acceptance on the Signature Pages, stating the number of Units accepted, and emailing it to the Investor. It does not accept any subscription until the Investor's accredited status is verified.

3.2 Order of acceptance. Subscriptions are accepted in the order they become complete. If the Offering is oversubscribed, later subscriptions are reduced, but not below 5 Units, or placed on a waitlist. A reduced subscription binds the Investor for the reduced number of Units. A waitlisted Investor may withdraw by email at any time until the Manager offers it Units.

3.3 Rejection. If the Manager rejects this subscription in whole, this Agreement ends and neither party has any further obligation under it, except under Section 8.

3.4 All or nothing. The Manager collects complete subscriptions until all 65 Units are committed, then countersigns accepted subscriptions and sends wire instructions with the applicable Funding Date. Closing occurs only when the full $650,000 is actually received. If investor wires leave a shortfall, the Manager may continue fundraising within the six-month Offering period, holding money received unused until Closing or cancellation.

3.5 Funding. The Investor wires the Purchase Price in full, in US dollars, by the Funding Date stated in the Manager's written closing notice, only to the LLC's business checking account in its own name at Bank of America. The Investor pays its own bank's sending fees. The Manager never changes wire instructions by email.

3.6 Missed wire. If the Purchase Price is not received by the Funding Date, the Manager may cancel this subscription and offer the Units to the waitlist. Cancellation is the LLC's only remedy for a missed wire.

3.7 Shortfall. If some Units are not funded on the initial target date, the Manager may continue to seek subscriptions during the six-month fundraising period after the Offering opens. Any money received before the full Raise is held in the LLC's account and is not deployed. If the full $650,000 is not received within that period, the project is canceled, no Units are issued and the LLC returns to each investor exactly the amount contributed, without fee or deduction.

3.8 Issue of Units. At the Closing the LLC issues the accepted Units, admits the Investor as a Class A Member, records the Investor in the schedule of members and confirms the Units by email. Units are not certificated.

4. Cancellation and Refunds

4.1 Raise not completed. If the full $650,000 is not received within six months after the Offering opens, the project is canceled. Every subscription, including this one, ends, and each investor receives back the same amount contributed, without fee or deduction.

4.2 No Server by the Server Deadline. If the LLC has not bought and paid for a Qualifying Server within 30 days after the actual Closing (the **Server Deadline**), it returns to each Investor exactly the Purchase Price contributed, without fee or deduction. The Manager bears costs spent and pays the LLC whatever is needed to make every return whole. The Units are then canceled and the LLC dissolves. A **Qualifying Server** meets the specification in the Memorandum and costs no more than $499,000.

4.3 Right to withdraw. Before the Closing, the Investor may withdraw this subscription by email to nimo@rotem.ai within 5 business days after the Manager:

1. sends a supplement to the Memorandum that discloses a material adverse change; or
2. changes the target Closing or Funding Date under Section 1.6.

4.4 Effect. When this subscription is rejected, cancelled or withdrawn, this Agreement ends, the LLC returns in full any money it received from the Investor, and Sections 8, 9 and 11 continue to apply.

5. Accredited Verification

5.1 Verification required. Before acceptance, the Investor's status as an Accredited Investor must be verified in one of two ways:

1. a letter in the form of the Accredited Investor Verification Letter attached as **Exhibit C**, dated within 90 days before the Manager accepts, from the Investor's certified public accountant, licensed attorney, investment adviser registered with the SEC, or registered broker-dealer; or
2. the online verification service the Manager designates, whose fee the LLC pays.

The Investor bears the cost of its own adviser's letter.

5.2 Further information. The Manager may ask for more information to confirm the Investor's status. It will not accept a subscription if it knows or has reason to believe the Investor is not an Accredited Investor.

5.3 Records. The Investor authorizes the LLC to share its information with the verification service and to keep the verification records the law requires.

6. Investor Representations

The Investor makes these representations to the LLC and the Manager on the date it signs and again at the Closing. The LLC relies on them to accept the subscription and to rely on the exemption from registration.

6.1 Accredited investor. The Investor is an Accredited Investor in each category checked in Exhibit B. The information in Exhibits A and B and in the verification is true and complete.

6.2 Own account. The Investor is buying the Units for its own account, or as trustee or custodian for the trust or account named in Exhibit A, for investment and not with a view to resale or distribution. No other person has a direct or indirect interest in the Units, except a joint holder or the beneficiaries of that trust or account.

6.3 Restricted securities. The Units have not been registered under the Securities Act or any state law and are offered under an exemption that depends on these representations. They are restricted securities under Rule 144. They cannot be resold unless registered or exempt, and the LLC has no duty to register them. Transfers also need the Manager's consent, not unreasonably withheld, and are subject to the right of first refusal in the Operating Agreement; transfers to a spouse, descendants, a family trust or an estate need only notice.

6.4 Illiquidity. There is no public market for the Units and none is expected. The Investor may have to hold the Units until the final distribution, by December 31, 2032, or longer if the Class A Members vote to extend the term.

6.5 Total loss. The Investor can bear the loss of its whole investment and does not need to sell the Units to meet its expenses. Alone or with its advisers, it has the financial and business experience to evaluate the investment. It has read the risks and conflicts of interest described in the Memorandum.

6.6 Information and questions. The Investor has received and read the Offering Documents. It has had access to the information it asked for and the chance to ask the Manager and Nimrod Rotem questions about the LLC, the Server and the Offering, and all of its questions have been answered to its satisfaction.

6.7 No other reliance. In deciding to invest, the Investor relies only on the Offering Documents and its own review, and not on any statement, web page, calculator, email or conversation outside the Memorandum. Where other material differs from the Memorandum, the Memorandum controls.

6.8 Projections are estimates. The projections in the Memorandum, including the base-case annual return of 24.7%, are estimates. They rest on assumptions about rent, rented hours, rent declines, electricity, operating costs, reserve funding and reserve investment income, Manager allocations and the Server's sale price, any of

which may prove wrong. Actual results may be much worse: the downside case returns $65,230 for each $100,000 invested. Returns shown are before income taxes. No distribution, return or return of capital is promised.

6.9 Tax advice. The Investor relies only on its own tax advisers about the tax effects of this investment, including bonus depreciation, the passive activity rules, recapture on sale and taxes in its home state or country.

6.10 Source of funds, anti-money laundering and sanctions. The money used to buy the Units does not come from any unlawful activity, and the investment does not break any anti-money laundering law. Neither the Investor nor any owner, beneficiary or controller of the Investor is named on a sanctions list of the US Treasury Department's Office of Foreign Assets Control (**OFAC**) or another US government sanctions list, is located or resident in a country or region under comprehensive US sanctions, or is owned 50% or more by such persons. The Investor wires from an account in its own name, or its custodian's, at a bank regulated in the US or in another country that follows Financial Action Task Force standards. It provides the identity documents the LLC or its bank reasonably asks for. Where the law requires, the LLC may refuse, freeze or return the investment and report it.

6.11 US or non-US person. The Investor's status as a US or non-US person in Exhibit A, and its tax form, are correct. A non-US person confirms its investment complies with the laws of its home country and accepts that the LLC withholds US tax on its share of the LLC's income as required by Section 1446 of the Internal Revenue Code. Amounts withheld count as distributed to it. The Investor gives an updated form within 30 days after any change.

6.12 Authority. An individual Investor is of legal age and has full legal capacity. An entity, trust or account Investor is validly formed, has the power to make this investment and has authorized its signer. This Agreement binds the Investor and does not break any law, agreement or governing document that binds it.

6.13 Retirement accounts and benefit plans. If the Investor is an IRA or other retirement or benefit plan, the decision to invest was made by the Investor or a fiduciary independent of the Manager, and the Investor understands that its income from the LLC may be unrelated business taxable income.

6.14 Holders of 20% or more. If the Investor will hold 12 or more Units (20% or more of the Class A Units), none of the disqualifying events in Rule 506(d)(1) applies to it, and it will tell the Manager at once if one does.

6.15 Export controls. The Server is subject to US export controls. Units give no right to possess, use, move or direct the Server, and the Investor will not seek to have it moved or sold in breach of US export rules.

6.16 Updates and survival. If any representation becomes untrue before the Closing, including the Investor's accredited status, the Investor tells the Manager at once by email. The representations survive the Closing.

7. Joinder and Power of Attorney

7.1 Joinder. Effective at the Closing, for the Units accepted, the Investor becomes a Class A Member and a party to the Operating Agreement and agrees to be bound by it. The Investor's signature on the Signature Pages also counts as its signature on the Operating Agreement, in addition to the Operating Agreement signature page.

7.2 Main terms of the Operating Agreement. Among other things, the Operating Agreement provides that:

1. each calendar quarter the LLC distributes cash after the Manager allocation and above the Reserve, beginning March 31, 2027;
2. the Manager receives 10% of positive annual Net Operating Cash and 10% of the gross final Server sale price; Class A Members receive the remaining cash and sale proceeds pro rata by Units after liabilities;

3. the Manager receives no other management, acquisition or financing fee or markup and is reimbursed only for third-party costs at cost;
4. Class A holders may propose one sale to a buyer in each January transfer window beginning in 2028, subject to the Operating Agreement, Manager consent, other investors' purchase rights and securities law;
5. there are no capital calls, ever, and a Member's liability is limited to the amount invested; and
6. Members receive a monthly report by the 15th and a Schedule K-1 within 75 days after each year end.

If this Agreement and the Operating Agreement differ on a Member's rights after the Closing, the Operating Agreement controls.

7.3 Power of attorney. The Investor appoints the Manager, acting through its manager, as the Investor's attorney-in-fact for two purposes only:

1. to sign, file and record the certificates and filings the LLC must make under Nevada law or federal or state securities or tax law to reflect the Investor's admission and Units; and
2. to sign and update the schedule of members in the Operating Agreement to show the Investor's admission, its Units and any later permitted transfer.

7.4 Limits. The power of attorney cannot be used to vote or transfer the Investor's Units, amend the Operating Agreement other than its schedule of members, increase the Investor's obligations, or make any filing that conflicts with the Operating Agreement or a Member vote. It is coupled with an interest, survives the Investor's death, disability, bankruptcy or dissolution, and ends when the Investor no longer holds Units. If the Manager is replaced, it passes to the new manager. On request, the Manager sends the Investor a copy of any document signed under it.

8. Confidentiality and Privacy

8.1 LLC information. The Investor keeps the LLC's non-public information confidential, including the Offering Documents, monthly reports and customer and pricing information. It may share that information with its own legal, tax and financial advisers who keep it confidential, and as the law requires.

8.2 Investor information. The LLC and the Manager keep the Investor's information confidential. They share it only with their accountants, lawyers, bank and verification service, with regulators and tax authorities as the law requires, and as needed to run the LLC.

9. Indemnity

9.1 Indemnity. The Investor indemnifies and holds harmless the LLC, the Manager and their members, managers, agents and advisers against any loss, claim, damage or cost, including reasonable attorneys' fees, arising from any false or misleading representation by the Investor in this Agreement, its Exhibits or its verification, or from the Investor's breach of this Agreement.

9.2 Rights preserved. Nothing in this Agreement waives any right the Investor has under federal or state securities law that cannot be waived.

10. Electronic Signatures, Delivery and Notices

10.1 Electronic signatures. This Agreement and every related document may be signed electronically under the federal ESIGN Act and Nevada's Uniform Electronic Transactions Act (NRS Chapter 719). An electronic signature, or a signed PDF, has the same effect as an ink signature. The parties may sign in counterparts, which together form one agreement.

10.2 Electronic delivery. The Investor consents to receive every notice, report and tax form, including Schedule K-1, by email or through the platform the Manager uses. It may withdraw this consent for tax forms by email and receive them on paper.

10.3 Notices. Notices go by email: to the LLC and the Manager at nimo@rotem.ai, and to the Investor at the email in Exhibit A. A notice is given when sent, unless it bounces. Each party keeps its email address current.

11. Governing Law and Arbitration

11.1 Governing law. Nevada law governs this Agreement, without regard to its conflict of law rules.

11.2 Arbitration. Any dispute arising out of or relating to this Agreement or the Offering is resolved by binding arbitration in Las Vegas, Nevada, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award may be entered in any court with jurisdiction.

12. General Terms

12.1 Entire agreement. This Agreement, with its Exhibits and Signature Pages, the Operating Agreement and the Memorandum are the entire agreement on the Investor's subscription. They replace all earlier discussions, proposals and understandings about it.

12.2 Joint holders. Joint holders are bound jointly and severally, and each signs the Signature Pages. Distributions go to the account in Exhibit A, and notices go to the first-named holder's email unless the joint holders tell the Manager otherwise.

12.3 Amendments and waivers. This Agreement can be amended or waived only in a writing signed by the Investor and by the Manager for the LLC.

12.4 Assignment. The Investor may not assign this Agreement without the Manager's written consent. It binds the parties' heirs, successors and permitted assigns.

12.5 Severability. If any part of this Agreement is unenforceable, the rest remains in force.

12.6 Survival. Sections 6 to 12 survive the Closing.

Exhibit A: Investor Information Form

Complete every part that applies. Individuals and joint holders complete Part 3. Entities, trusts and IRAs complete Part 4.

Part 1. Subscription

Number of Class A Units (5 to 20)
Purchase Price ($10,000 per Unit)
Part 2. How title is held (check one)

- Individual
- Joint tenants with right of survivorship
- Tenants in common
- Community property
- Trust
- IRA or other custodial account
- Limited liability company
- Corporation
- Partnership
- Other (describe below)

Other form of ownership
Part 3. Individual investor and joint holder

Full legal name
Date of birth
Social Security number or other tax ID
Citizenship
Country of tax residence
Home street address
City, state and ZIP code
Country
Email
Phone
Joint holder, if any:

Full legal name
Date of birth
Social Security number or other tax ID
Citizenship
Home address, if different
Email
Phone
Part 4. Entity, trust or IRA investor

Legal name of entity, trust or account
Type of entity or trust
State or country of formation
Date of formation

Employer identification number or other tax ID
Principal street address
City, state and ZIP code
Country
Authorized signer's name
Signer's title
Email
Phone
For an IRA or other custodial account:

Custodian's name
Custodian's tax ID
Account number at custodian
Name of the account owner

Part 5. Tax status and political exposure (check one in each group)

- US person (a US citizen or resident, or a US entity or trust). Form W-9 attached.
- Non-US person. Form W-8BEN (individual) or Form W-8BEN-E (entity) attached.

- No investor, joint holder, owner or controller is a senior foreign political figure, or a close family member or close associate of one.
- One of them is. Details:

Name, position and country

Part 6. Bank account for distributions

The LLC pays distributions by ACH or wire to this account. The account must be in the Investor's name or its custodian's. To change it, the Investor sends a signed request, and the Manager confirms the change by phone with the Investor before the next payment.

Bank name
ABA routing number (9 digits)
Account number
Account name

- Checking
- Savings

SWIFT or BIC code (banks outside the US)
Bank address (banks outside the US)

Exhibit B: Accredited Investor Questionnaire

Check every box that applies. Individuals and joint holders complete Part 1. Entities, trusts and IRAs complete Part 2. Every Investor completes Parts 3 and 4. The Investor's signature on the Signature Pages certifies this questionnaire. References are to Rule 501(a) under the Securities Act.

Part 1. Natural persons

- **Income.** Individual income over $200,000 in each of the two most recent years, with a reasonable expectation of the same income level this year. (Rule 501(a)(6))
- **Joint income.** Joint income with a spouse or spousal equivalent over $300,000 in each of the two most recent years, with a reasonable expectation of the same income level this year. (Rule 501(a)(6))
- **Net worth.** Individual net worth, or joint net worth with a spouse or spousal equivalent, over $1,000,000, excluding the primary residence as explained below. (Rule 501(a)(5))
- **Professional license.** Holds in good standing the General Securities Representative license (Series 7), the Investment Adviser Representative license (Series 65) or the Private Securities Offerings Representative license (Series 82), or another credential the SEC designates under Rule 501(a)(10). (Rule 501(a)(10))
- **Insider.** A director, executive officer or general partner of the LLC, or a director, executive officer or general partner of its Manager. (Rule 501(a)(4))
- **Knowledgeable employee.** A knowledgeable employee, as defined in Rule 3c-5(a)(4) under the Investment Company Act of 1940, of the issuer, where the issuer would be an investment company but for Section 3(c)(1) or 3(c)(7) of that Act. (Rule 501(a)(11))
- **Family client.** A family client, as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, of a family office that meets the family office test in Part 2, whose investment is directed by that family office. (Rule 501(a)(13))

License held and CRD number, if any
Joint holder's own category, if different
Net worth means total assets minus total liabilities, leaving out the primary residence. Debt secured by the residence is not a liability up to the residence's fair market value, except any increase in that debt in the 60 days before the purchase, other than from buying the residence. Debt above that value is a liability. A **spousal equivalent** is a cohabitant in a relationship generally equivalent to that of a spouse. If joint holders qualify on joint income or joint net worth, one box covers both; otherwise each must qualify on its own.

Part 2. Entities, trusts and retirement accounts

- A bank, savings and loan association or similar institution, acting for itself or as a fiduciary. (Rule 501(a)(1))
- A broker or dealer registered under Section 15 of the Securities Exchange Act of 1934. (Rule 501(a)(1))
- An investment adviser registered with the SEC or a state, or an exempt reporting adviser under Section 203(l) or 203(m) of the Investment Advisers Act of 1940. (Rule 501(a)(1))
- An insurance company as defined in Section 2(a)(13) of the Securities Act. (Rule 501(a)(1))
- An investment company registered under the Investment Company Act of 1940, or a business development company as defined in Section 2(a)(48) of that Act. (Rule 501(a)(1))
- A Small Business Investment Company licensed by the US Small Business Administration, or a Rural Business Investment Company. (Rule 501(a)(1))
- A plan established and maintained by a state or local government, or its agency, for its employees, with total assets over $5,000,000. (Rule 501(a)(1))

- An employee benefit plan under the Employee Retirement Income Security Act of 1974 whose investment decision is made by a bank, savings and loan association, insurance company or registered investment adviser as plan fiduciary; or that has total assets over $5,000,000; or that is self-directed, with investment decisions made solely by accredited investors. (Rule 501(a)(1))
- A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940. (Rule 501(a)(2))
- A corporation, partnership, limited liability company, Massachusetts or similar business trust, or Section 501(c)(3) organization, with total assets over $5,000,000, not formed for the specific purpose of acquiring the Units. (Rule 501(a)(3))
- A trust with total assets over $5,000,000, not formed for the specific purpose of acquiring the Units, whose purchase is directed by a person with the knowledge and experience in financial and business matters to evaluate the investment, as described in Rule 506(b)(2)(ii). (Rule 501(a)(7))
- An entity in which every equity owner is an accredited investor. Each equity owner completes Part 1 on a separate copy of this questionnaire. (Rule 501(a)(8))
- An entity of a type not listed above, not formed for the specific purpose of acquiring the Units, that owns investments, as defined in Rule 2a51-1(b) under the Investment Company Act of 1940, of more than $5,000,000. (Rule 501(a)(9))
- A family office, as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, with assets under management over $5,000,000, not formed for the specific purpose of acquiring the Units, whose investment is directed by a person with the knowledge and experience in financial and business matters to evaluate it. (Rule 501(a)(12))
- A family client of a family office described above, whose investment is directed by that family office. (Rule 501(a)(13))

Names of all equity owners (all-owners category only)
Was the Investor formed for the specific purpose of acquiring the Units?

- No
- Yes

Part 3. Holders of 20% or more (check one)

- The Investor will hold fewer than 12 Units.
- The Investor will hold 12 or more Units, and none of the disqualifying events in Rule 506(d)(1) applies to it.

Part 4. How accredited status will be verified (check one)

- A verification letter in the form of Exhibit C, attached.
- The online verification service the Manager designates, paid by the LLC.

Exhibit C: Accredited Investor Verification Letter

The Investor's certified public accountant, licensed attorney, SEC-registered investment adviser or registered broker-dealer completes and signs this letter, on this form or on letterhead with the same content. It must be dated within 90 days before the Manager accepts the subscription.

To: Las Vegas GPU Pilot 1, LLC and its Manager, Nebula Innovations, LLC, 6000 S Eastern Ave, Suite 9E, Las Vegas, NV 89119

Investor's full legal name (the Investor)
I give this written confirmation under Rule 506(c)(2)(ii) under the Securities Act of 1933, as described in Rule 506(c)(2)(ii)(C), for the Investor's subscription for Class A Units of Las Vegas GPU Pilot 1, LLC. I confirm that:

1. My role. I am (check one):

- a certified public accountant registered and in good standing under the laws of the place of my residence or principal office;
- an attorney licensed and in good standing under the laws of each jurisdiction where I am admitted to practice law;
- an investment adviser registered with the Securities and Exchange Commission, or a person signing for one; or
- a broker-dealer registered with the Securities and Exchange Commission, or a person signing for one.

2. Reasonable steps. Within the three months before the date of this letter, I took reasonable steps to verify that the Investor is an accredited investor as defined in Rule 501(a) under the Securities Act of 1933.

3. Determination. Based on those steps, I have determined that the Investor is an accredited investor in this category (check one):

- Income: Rule 501(a)(6)
- Net worth, excluding the primary residence: Rule 501(a)(5)
- Series 7, 65 or 82 license in good standing: Rule 501(a)(10)
- Entity or trust with assets or investments over $5,000,000: Rule 501(a)(3), (7) or (9)
- Entity in which every equity owner is an accredited investor: Rule 501(a)(8)
- Other Rule 501(a) category, stated below

Other category
4. Steps taken. My steps included (check all that apply):

- reviewing IRS forms reporting income (W-2, 1099, Schedule K-1 or Form 1040) for the two most recent years, with the Investor's written statement that it expects the same income level this year;
- reviewing asset statements and a credit report from a nationwide consumer reporting agency, each dated within the prior three months, with the Investor's written statement that it has disclosed all liabilities;
- confirming the Investor's license on FINRA BrokerCheck;
- reviewing the entity's financial statements or ownership records; or
- other steps, stated below.

Other steps
5. Reliance. I know of no fact suggesting the Investor is not an accredited investor. Las Vegas GPU Pilot 1, LLC and its Manager may rely on this letter in accepting the Investor's subscription.

VERIFIER

Signature
Name
Firm
Title
License or registration type
License, bar, SEC file or CRD number
Jurisdiction of license or admission
Business address
Email and phone
Date

Signature Pages

By signing below, the Investor subscribes for the Class A Units stated, signs the Subscription Agreement including Exhibits A and B, agrees to the joinder and power of attorney in Section 7, and certifies that the information it has given in Exhibits A and B is true and complete.

Number of Class A Units subscribed (5 to 20)
Purchase Price ($10,000 per Unit)
Individual investor

INVESTOR

Signature
Name
Date
JOINT HOLDER (IF ANY)

Signature
Name
Date
Entity, trust or IRA investor

INVESTOR

Legal name of entity, trust or account
By (signature)
Name
Title
Date
Acceptance by the LLC

Las Vegas GPU Pilot 1, LLC accepts this subscription for the number of Class A Units below. The Units are issued at the Closing under Section 3 of the Subscription Agreement.

Number of Class A Units accepted
Purchase Price accepted
LAS VEGAS GPU PILOT 1, LLC

By: Nebula Innovations, LLC, its Manager

By (signature)
Name: Nimrod Rotem
Title: Manager

Date

Tax Form

A completed IRS tax form goes with this package: Form W-9 if the Investor is a US person, or Form W-8BEN (individuals) or Form W-8BEN-E (entities) if it is not. The LLC accepts no subscription without it.