As filed with the Securities and Exchange Commission on August 21, 2025.

Registration No. 333-289665

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

AMENDMENT NO. 1
TO
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

GEMINI SPACE STATION, INC.
(Exact name of registrant as specified in its charter)

Nevada	**7389**	**33-3263417**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

600 Third Avenue, 2nd Floor
New York, NY 10016
(646) 751-4401[1]
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

The Corporation Trust Company
1209 Orange Street
Wilmington, Delaware 19801
(302) 777-0200
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Ryan J. Dzierniejko **David J. Goldschmidt** **John Zelenbaba** **Skadden, Arps, Slate, Meagher & Flom LLP** **One Manhattan West** **New York, NY 10001** **(212) 735-3000**	***Copies to:*** **Tyler Meade** **Chief Legal Officer** **600 Third Avenue, 2nd Floor** **New York, NY 10016** **(646) 751-4401**	**Joseph A. Hall** **Daniel P. Gibbons** **Claudia Carvajal Lopez** **Davis Polk & Wardwell LLP** **450 Lexington Avenue** **New York, New York 10017** **(212) 450-4000**

Approximate date of commencement of proposed sale to public: As soon as practicable after this registration statement is declared effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☐
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided to Section 7(a)(2)(B) of the Securities Act. ☐

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act, or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

1 We use this address for receiving mail and correspondence to our principal executive office located in New York, NY.

Explanatory Note

Gemini Space Station, Inc. is filing this Amendment No. 1 (this "Amendment") to its Registration Statement on Form S-1 (File No. 333-289665) (the "Registration Statement") as an exhibits-only filing. Accordingly, this Amendment consists only of the facing page, this explanatory note, Item 16(a) of Part II of the Registration Statement, the signature page to the Registration Statement and the filed exhibits. The remainder of the Registration Statement is unchanged and has therefore been omitted.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 16. Exhibits and Financial Statement Schedules

(a) Exhibits

The exhibits of the registration statement are listed in the Exhibit Index to this registration statement and are included and incorporated herein by reference.

INDEX TO EXHIBITS

The following exhibits are filed as part of this registration statement.

Exhibit Number	Exhibit Description
1.1	Form of Underwriting Agreement
2.1	Form of Agreement and Plan of Merger, dated as of ____, 2025, by and between Gemini Astronaut Corps, LLC and Gemini Space Station, Inc.
2.2	Form of Agreement and Plan of Merger, dated as of ____, 2025, by and among certain blocker entities and Gemini Space Station, Inc.
2.3	Form of Agreement and Plan of Merger, dated as of ____, 2025, by and between Gemini Merger Sub, LLC and Gemini Space Station, LLC
3.1	Form of Amended and Restated Articles of Incorporation of Gemini Space Station, Inc.
3.2	Form of Amended and Restated Bylaws of Gemini Space Station, Inc.
4.1*	Form of Class A Common Stock Certificate
4.2	Form of Registration Rights Agreement of Gemini Space Station, Inc.
5.1*	Opinion of Brownstein Hyatt Farber Schreck, LLP
10.1	Form of Third Amended and Restated Limited Liability Company Agreement of Gemini Space Station, LLC
10.2*#^	Amended and Restated Master Digital Currency Loan Agreement, dated as of April 27, 2023, by and between Gemini Space Station, LLC and Galaxy Digital LLC
10.3*^	Credit Agreement, dated as of July 11, 2025, by and among Gemini Capricorn One, LLC, Gemini Constellation, LLC and Ripple Labs Inc.
10.4^	Master Repurchase Agreement, dated as of July 25, 2025, by and between NYDIG Funding LLC and Gemini Space Station, LLC
10.5*	Form of Indemnification Agreement
10.6*†	Employment Agreement of Cameron Winklevoss
10.7*†	Employment Agreement of Tyler Winklevoss
10.8*#†	Executive Employment Agreement of Dan Chen
10.9*#†	Executive Employment Agreement of Marshall Beard
10.10*#†	Executive Employment Agreement of Tyler Meade
10.11*†	Gemini Space Station Senior Executive Severance Plan
10.12*†	Gemini Space Station Executive Severance Plan
10.13*†	Gemini Space Station, Inc. 2025 Omnibus Incentive Plan
10.14*†	Gemini Space Station, Inc. 2025 Employee Stock Purchase Plan
10.15*†	Gemini Space Station, Inc. Non-Employee Director Compensation Policy
21.1*	List of Subsidiaries of Gemini Space Station, Inc.
23.1*	Consent of Deloitte & Touche LLP, as to Gemini Space Station, LLC
23.2*	Consent of Deloitte & Touche LLP, as to Gemini Space Station, Inc.
23.3*	Consent of Brownstein Hyatt Farber Schreck, LLP (included in Exhibit 5.1)
24.1*	Power of Attorney (included on the signature page to this registration statement)
107*	Filing Fee Table

* Previously filed.
† Indicates a management contract or compensatory plan
# Certain portions of this exhibit (indicated by asterisks) have been redacted in accordance with Item 601(a)(6) of Regulation S-K
^ Certain portions of this exhibit (indicated by asterisks) have been redacted in accordance with Item 601(b)(10)(iv) of Regulation S-K

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of New York, state of New York, on August 21, 2025.

Gemini Space Station, Inc.

By: /s/ Tyler Winklevoss
Tyler Winklevoss
Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities set forth below on August 21, 2025.

Signature	Title
/s/ Tyler Winklevoss Tyler Winklevoss	Co-Founder, Chief Executive Officer, and Director (Principal Executive Officer)
* Cameron Winklevoss	Co-Founder, President, and Director
/s/ Dan Chen Dan Chen	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)
* Marshall Beard	Chief Operating Officer and Director
* Sachin Jaitly	Director
* Jonathan Durham	Director
* James Esposito	Director
* Maria Filipakis	Director

*By: /s/ Dan Chen
Dan Chen
Attorney-in-Fact

Exhibit 1.1

Gemini Space Station, Inc.

Class A Common Stock, par value $0.001 per share

Underwriting Agreement

[·], 2025

Goldman Sachs & Co. LLC
Citigroup Global Markets Inc.
As Representatives (the "Representatives") of the several Underwriters,
named in Schedule I hereto,

c/o Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282

c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Ladies and Gentlemen:

Gemini Space Station, Inc., a Nevada corporation (the "Company"), proposes, subject to the terms and conditions stated in this agreement (this "Agreement"), to issue and sell to the Underwriters named in Schedule I hereto (the "Underwriters") an aggregate of [·] shares of Class A common stock, par value $0.001 per share ("Class A Common Stock") and, at the election of the Underwriters, up to [·] additional shares of Class A Common Stock, and at the election of the Underwriters, the stockholders named in Schedule II hereto (the "Selling Stockholders") of the Company propose, subject to the terms and conditions stated in this Agreement, to sell to the Underwriters up to [·] addition shares. The aggregate of [·] shares to be sold by the Company is herein called the "Firm Shares" and the aggregate of [·] additional shares to be sold by the Company and the aggregate of [·] shares sold by the Selling Stockholders are herein called the "Optional Shares." The Firm Shares and the Optional Shares that the Underwriters elect to purchase pursuant to Section 2 hereof are herein collectively called the "Shares."

Goldman Sachs & Co. LLC (the "Directed Share Underwriter") has agreed to reserve up to [·] Shares of the Shares to be purchased by it under this Agreement for sale at the direction of the Company to certain parties related to the Company (collectively, "Participants"). The Shares to be sold by the Directed Share Underwriter pursuant to the Directed Share Program are hereinafter called the "Directed Shares." Any Directed Shares not confirmed for purchase by the deadline established therefor by the Directed Share Underwriter in consultation with the Company will be offered to the public by the Underwriters as set forth in the Prospectus.

1. (a) The Company represents and warrants to, and agrees with, each of the Underwriters that:

(i) A registration statement on Form S–1 (File No. 333-289665) (the "Initial Registration Statement") in respect of the Shares has been filed with the U.S. Securities and Exchange Commission (the "Commission"); the Initial Registration Statement and any post-effective amendment thereto, each in the form heretofore delivered to you, have been declared effective by the Commission in such form; other than a registration statement, if any, increasing the size of the offering (a "Rule 462(b) Registration Statement"), filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the "Act"), which became effective upon filing, no other document with respect to the Initial Registration Statement has been filed with the Commission; and no stop order suspending the effectiveness of the Initial Registration Statement, any post-effective amendment thereto or the Rule 462(b) Registration Statement, if any, has been issued and no proceeding for that purpose or pursuant to Section 8A of the Act has been initiated or, to the Company's knowledge, threatened by the Commission (any preliminary prospectus included in the Initial Registration Statement or filed with the Commission pursuant to Rule 424(a) under the Act is hereinafter called a "Preliminary Prospectus"; the various parts of the Initial Registration Statement and the Rule 462(b) Registration Statement, if any, including all exhibits thereto and including the information contained in the form of final prospectus filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 6(a) hereof and deemed by virtue of Rule 430A under the Act to be part of the Initial Registration Statement at the time it was declared effective, each as amended at the time such part of the Initial Registration Statement became effective or such part of the Rule 462(b) Registration Statement, if any, became or hereafter becomes effective, are hereinafter collectively called the "Registration Statement"; the Preliminary Prospectus relating to the Shares that was included in the Registration Statement immediately prior to the Applicable Time (as defined in Section 1(a)(iii) hereof) is hereinafter called the "Pricing Prospectus"; such final prospectus, in the form first filed pursuant to Rule 424(b) under the Act, is hereinafter called the "Prospectus"; any oral or written communication with potential investors undertaken in reliance on Section 5(d) of the Act or Rule 163B under the Act is hereinafter called a "Testing-the-Waters Communication"; and any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Act is hereinafter called a "Written Testing-the-Waters Communication"; and any "issuer free writing prospectus" as defined in Rule 433 under the Act relating to the Shares is hereinafter called an "Issuer Free Writing Prospectus");

(ii) (A) No order preventing or suspending the use of any Preliminary Prospectus or any Issuer Free Writing Prospectus has been issued by the Commission, and (B) each Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information (as defined in Section 10(c) of this Agreement) or any Selling Stockholder Information (as defined in Section 1(b)(vi) of this Agreement)**;**

(iii) For the purposes of this Agreement, the "Applicable Time" is [·] [a.m./p.m.] (New York City time) on the date of this Agreement; the Pricing Prospectus, as supplemented by the information listed on Schedule III(b) hereto, taken together (collectively, the "Pricing Disclosure Package"), as of the Applicable Time, did not, and as of each Time of Delivery (as defined in Section 5(a) of this Agreement) will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Free Writing Prospectus and each Written Testing-the-Waters Communication does not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus, and each Issuer Free Writing Prospectus and each Written Testing-the-Waters Communication, as supplemented by and taken together with the Pricing Disclosure Package, as of the Applicable Time, did not, and as of each Time of Delivery, will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to statements or omissions made in reliance upon and in conformity with the Underwriter Information or any Selling Stockholder Information;

(iv) No documents were filed with the Commission since the Commission's close of business on the Business Day immediately prior to the date of this Agreement and prior to the execution of this Agreement, except as set forth on Schedule III hereto;

(v) The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus, as of its date and as of each Time of Delivery, will conform, in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to each part of the Registration Statement, as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, and as of each Time of Delivery, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information or any Selling Stockholder Information;

(vi) Neither the Company nor any of its subsidiaries has, since the date of the latest audited financial statements included in the Pricing Prospectus, (i) sustained any loss or interference with its business that is material to the Company and its subsidiaries, taken as a whole, from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree or (ii) entered into any transaction or agreement (whether or not in the ordinary course of business) that is material to the Company and its subsidiaries taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiaries taken as a whole, in each case otherwise than as set forth or contemplated in the Pricing Prospectus; and, since the respective dates as of which information is given in the Registration Statement and the Pricing Prospectus and other than as described therein, there has not been (x) any change in the capital stock (other than as a result of (i) the exercise, vesting or settlement, if any, of stock options, restricted stock units or other awards, or the award, if any, of stock options, restricted stock, restricted stock units or other awards, in each case in the ordinary course of business pursuant to the Company's equity plans that are described in the Pricing Prospectus and the Prospectus or (ii) the issuance, if any, of stock upon the exercise, reclassification, conversion and/or stock split, as applicable, of Company securities as described in the Pricing Prospectus and the Prospectus) or long-term or short-term debt of the Company or any of its subsidiaries or (y) any Material Adverse Effect (as defined below); as used in this Agreement, "Material Adverse Effect" shall mean any material adverse change or effect, or any development involving a prospective material adverse change or effect, in or affecting (i) the business, properties, general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, taken as a whole, except as set forth or contemplated in the Pricing Prospectus, or (ii) the ability of the Company to perform its obligations under this Agreement, including the issuance and sale of the Shares, or to consummate the transactions contemplated in the Pricing Prospectus and the Prospectus;

(vii) The Company and its subsidiaries do not own any real property and have good and marketable title to all personal property owned by them (other than with respect to intellectual property, which is addressed exclusively in subsection (xxvii) of this Section 1(a)), in each case free and clear of all liens, encumbrances and defects except such as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and its subsidiaries; and any real property and buildings held under lease by the Company and its subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not materially interfere with the use made and proposed to be made of such property and buildings by the Company and its subsidiaries;

(viii) Each of the Company and each of its subsidiaries has been (i) duly organized and is validly existing and in good standing under the laws of its jurisdiction of organization (where such concept exists), with power and authority (corporate and other) to own its properties and conduct its business as described in the Pricing Prospectus, and (ii) duly qualified as a foreign corporation for the transaction of business and is in good standing (where such concept exists) under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except, in the case of this clause (ii), where the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and each significant subsidiary (as such term is defined in Rule 1-02 of Regulation S-X promulgated under the Act), if any, of the Company has been listed in the Registration Statement;

(ix) The Company has an authorized capitalization as set forth in the Pricing Prospectus and all of the issued shares of capital stock of the Company, have been duly and validly authorized and issued and are fully paid and non-assessable and conform in all material respects to the description of the capital stock contained in the Pricing Disclosure Package and the Prospectus; and all of the issued shares of capital stock of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and (except, in the case of any foreign subsidiary, for directors' qualifying shares) are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims;

(x) The Shares to be issued and sold by the Company have been duly and validly authorized and, when issued and delivered against payment therefor as provided herein, will be duly and validly issued and fully paid and non-assessable and will conform in all material respects to the description of the Class A Common Stock contained in the Pricing Disclosure Package and the Prospectus; and the issuance of the Shares is not subject to any preemptive or similar rights, except as have been validly waived or complied with;

(xi) The issue and sale of the Shares to be sold by the Company and the compliance by the Company with this Agreement and the consummation of the transactions contemplated in this Agreement and the Pricing Prospectus will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (A) any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (B) the articles of incorporation or bylaws (or other applicable organizational document) of the Company, or (C) any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties, except, in the case of clauses (A) and (C), for such defaults, breaches, or violations that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issue of the Shares to be sold by the Company and the sale of the Shares or the consummation by the Company of the transactions contemplated by this Agreement or the offering of the Directed Shares in any jurisdiction where the Directed Shares are being offered, except such as will or have been obtained under the Act, the approval by the Financial Industry Regulatory Authority ("FINRA") of the underwriting terms and arrangements, the approval for listing of the Shares on the Nasdaq Stock Market (the "Exchange"), and such consents, approvals, authorizations, orders, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters;

(xii) Neither the Company nor any of its subsidiaries is (i) in violation of its articles of incorporation or bylaws (or other applicable organizational document), (ii) in violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties, or (iii) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, except, in the case of the foregoing clauses (ii) and (iii), for such violations or defaults as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(xiii) The statements set forth in the Pricing Prospectus and the Prospectus under the caption "Description of Capital Stock," insofar as they purport to constitute a summary of the terms of the capital stock, under the caption "U.S. Federal Income Tax Considerations for Non-U.S. Holders," and under the caption "Underwriting," insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate and complete in all material respects; provided, however, with respect to the statements set forth under the caption "Underwriting," this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information (as defined herein);

(xiv) Other than as set forth in the Pricing Prospectus and the Prospectus, there are no legal, governmental or regulatory investigations, actions, demands, claims, suits, arbitrations, inquiries or proceedings pending to which the Company or any of its subsidiaries or, to the Company's knowledge, any officer or director of the Company is a party or of which any property or assets of the Company or any of its subsidiaries or, to the Company's knowledge, any officer or director of the Company is the subject which, if determined adversely to the Company or any of its subsidiaries (or such officer or director), would individually or in the aggregate reasonably be expected to have a Material Adverse Effect; and, to the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or others; there are no current or pending Actions that are required under the Act to be described in the Registration Statement or the Pricing Prospectus that are not so described in all material respects therein; and there are no statutes, regulations or contracts or other documents that are required under the Act to be filed as exhibits to the Registration Statement or described in the Registration Statement, or the Pricing Prospectus that are not so filed as exhibits to the Registration Statement or described in all material respects in the Registration Statement and the Pricing Prospectus

(xv) The Company is not and, immediately after giving effect to the offering and sale of the Shares and the application of the proceeds thereof as described in the Pricing Prospectus and the Prospectus, will not be an "investment company," as such term is defined in the Investment Company Act of 1940, as amended;

(xvi) At the time of filing the Initial Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or any offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Act) of the Shares, and at the date hereof, the Company was not and is not an "ineligible issuer," as defined in Rule 405 under the Act;

(xvii) Deloitte & Touche LLP, who has certified certain financial statements of the Company and its subsidiaries, is an independent registered public accounting firm as required by the Act and the rules and regulations of the Commission thereunder;

(xviii) The Company has filed all tax returns that are required to be filed or has requested extensions thereof (except in any case in which the failure to file would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, except as set forth in or contemplated in the Disclosure Package and the Prospectus (exclusive of any amendment or supplement thereto)) and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for any such assessment, fine or penalty that is currently being contested in good faith or as would not reasonably be expected to have a Material Adverse Effect, except as set forth in or contemplated in the Disclosure Package and the Prospectus (exclusive of any amendment or supplement thereto);

(xix) The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) that (i) has been designed to comply with the requirements of the Exchange Act applicable to the Company, (ii) has been designed by the Company's principal executive officer and principal financial officer, or under their supervision**,** to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles ("GAAP") and (iii) is designed to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorization, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets, (C) access to assets is permitted only in accordance with management's general or specific authorization and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and, except as disclosed in the Pricing Prospectus and the Prospectus, the Company is not aware of any material weaknesses in its internal control over financial reporting, it being understood that this subsection shall not require the Company to comply with Section 404 of the Sarbanes-Oxley Act of 2002, as amended, and the rules and regulations promulgated in connection therewith (the "Sarbanes-Oxley Act"), as of an earlier date than it would otherwise be required to so comply under applicable law;

(xx) Since the date of the latest audited financial statements included in the Pricing Prospectus, there has been no change in the Company's internal control over financial reporting that has materially and adversely affected, or is reasonably likely to materially and adversely affect, the Company's internal control over financial reporting;

(xxi) The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) that comply with the requirements of the Exchange Act; such disclosure controls and procedures have been designed to ensure that material information relating to the Company and its subsidiaries is made known to the Company's principal executive officer and principal financial officer by others within those entities; and such disclosure controls and procedures are effective;

(xxii) This Agreement has been duly authorized, executed and delivered by the Company;

(xxiii) Neither the Company nor any of its subsidiaries, nor any director or officer, nor, to the knowledge of the Company, any employee of the Company or any of its subsidiaries or any agent, affiliate or other person associated with or acting on behalf of the Company or any of its subsidiaries has: (i) made, offered, promised or authorized any contribution, gift, entertainment or other expense (or taken any act in furtherance thereof) in violation of the Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations thereunder, the Bribery Act 2010 of the United Kingdom, or any other similar and applicable anti-corruption, anti-bribery or related law, statute or regulation (collectively, "Anti-Corruption Laws"); (ii) made, offered, promised or authorized any direct or indirect payment in violation of applicable Anti-Corruption Laws; or (iii) violated or is in violation of applicable Anti-Corruption Laws; the Company and its subsidiaries have conducted their businesses in compliance with Anti-Corruption Laws and have instituted and maintained and will continue to maintain policies and procedures reasonably designed to promote and achieve compliance with such laws and with the representations and warranties contained herein; neither the Company nor any of its subsidiaries will use, directly or indirectly, the proceeds of the offering in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of Anti-Corruption Laws;

(xxiv) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with the requirements of applicable anti-money laundering laws, including, but not limited to, the Bank Secrecy Act of 1970, as amended by the USA PATRIOT Act of 2001, and the rules and regulations promulgated thereunder, and the applicable anti-money laundering laws of the various jurisdictions in which the Company and its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulation or guidelines issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the Company's knowledge, threatened;

(xxv) Neither the Company nor any of its subsidiaries, nor any director or officer, nor, to the knowledge of the Company, any employee of the Company or any of its subsidiaries or any agent, affiliate or other person acting on behalf of the Company or any of its subsidiaries is: (i) currently the subject or the target of any sanctions administered or enforced by: the U.S. Government, including, the Office of Foreign Assets Control of the U.S. Department of the Treasury, or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person," the European Union, His Majesty's Treasury, the United Nations Security Council, or other relevant sanctions authority having jurisdiction over the Company or any of its subsidiaries (collectively, "Sanctions"), (ii) located, organized, or resident in a country or territory that is the subject or target of Sanctions (a "Sanctioned Jurisdiction"). The Company will not directly or indirectly use the proceeds of the offering of the Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject or the target of Sanctions, in violation of Sanctions or (ii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions; neither the Company nor any of its subsidiaries is engaged in, or has, at any time since April 24, 2019, engaged in, any dealings or transactions with or involving any individual or entity that was or is, as applicable, at the time of such dealing or transaction, the subject or target of Sanctions or with any Sanctioned Jurisdiction, in violation of Sanctions; the Company and its subsidiaries have instituted, and maintain, policies and procedures designed to promote and achieve continued compliance with Sanctions;

(xxvi) The financial statements included in the Registration Statement, the Pricing Prospectus and the Prospectus, together with the related schedules and notes, present fairly in all material respects the financial position of the Company and its subsidiaries at the dates indicated and the statement of operations, stockholders' equity and cash flows of the Company and its subsidiaries for the periods specified; said financial statements have been prepared in conformity with GAAP applied on a consistent basis throughout the periods involved. The supporting schedules, if any, present fairly in all material respects in accordance with GAAP the information required to be stated therein. The selected financial data and the summary financial information included in the Registration Statement, the Pricing Prospectus and the Prospectus present fairly in all material respects the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included therein. Except as included therein, no historical or pro forma financial statements or supporting schedules are required to be included in the Registration Statement, the Pricing Prospectus or the Prospectus under the Act or the rules and regulations promulgated thereunder. All disclosures contained in the Registration Statement, the Pricing Prospectus and the Prospectus regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply in all material respects with Regulation G of the Exchange Act and Item 10 of Regulation S-K of the Act, to the extent applicable;

(xxvii) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company and each of its subsidiaries (i) own or otherwise possess adequate rights to use all patents, trademarks, service marks, trade names, domain names and other source indicators, copyrights, know-how, software, systems, technology, trade secrets, other unpatented and/or unpatentable proprietary or confidential information, systems or procedures and all other intellectual property and similar proprietary rights in any jurisdiction throughout the world (including all registrations of and applications for registration of, and all goodwill associated with, any of the foregoing) (collectively, "Intellectual Property") used or held for use in, or otherwise necessary for, the conduct of their respective businesses, (ii) do not, through the conduct of their respective businesses, infringe, misappropriate or otherwise violate, and have not, through the conduct of their respective businesses, infringed, misappropriated or otherwise violated, any such Intellectual Property rights of any third parties and (iii) have not received any written notice of any pending or, to the Company's knowledge, threatened claim of infringement, misappropriation or other violation of any such Intellectual Property rights of any third parties. There is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim challenging the Company's or any of its subsidiaries' validity, enforceability, ownership, scope or registration of any Intellectual Property owned by the Company or any of its subsidiaries;

(xxviii) The Intellectual Property rights owned by the Company and its subsidiaries are subsisting, and to the knowledge of the Company, valid and enforceable. All Intellectual Property owned by the Company or its subsidiaries is owned solely and exclusively by the Company or its subsidiaries, free and clear of all liens, encumbrances, defects and other restrictions. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, to the knowledge of the Company, no third party is infringing, misappropriating or otherwise violating, or has infringed, misappropriated or otherwise violated, any Intellectual Property owned by the Company or any of its subsidiaries. Each employee and contractor engaged in the development of Intellectual Property for or on behalf of the Company or any subsidiary of the Company has executed an invention assignment agreement whereby such employee or contractor presently assigns all of their right, title and interest in and to such Intellectual Property to the Company or the applicable subsidiary, except where a failure to enter into such agreement would not reasonably be expected to have a Material Adverse Effect, and to the Company's knowledge, no such agreement has been materially breached or violated. The Company and its subsidiaries take, and have taken, commercially reasonable steps to maintain the confidentiality of all Intellectual Property of the Company and each of its subsidiaries, and no such Intellectual Property has been disclosed other than to employees, representatives and agents of the Company or any of its subsidiaries, all of whom are bound by written confidentiality agreements;

(xxix) (a) The Company and its subsidiaries use and have used software and other materials distributed under a "free," "open source," or similar licensing model (including, but not limited to, the MIT License, Apache License, GNU General Public License, GNU Lesser General Public License and GNU Affero General Public License) (collectively, "Open Source Software") in compliance with all license terms applicable to such Open Source Software, except where the failure to comply would not have a Material Adverse Effect, and (b) neither the Company nor its subsidiaries have used or distributed any Open Source Software in a manner that requires or has required (1) the Company or any of its subsidiaries to permit reverse engineering of any products or services of the Company or any of its subsidiaries, or any software code or other technology owned by the Company or any of its subsidiaries or (2) any products or services of the Company or any of its subsidiaries, or any software code or other technology owned by the Company or any of its subsidiaries, to be (x) disclosed or distributed in source code form, (y) licensed for the purpose of making derivative works or (z) redistributed at no charge, except in the cases of clauses (1) and (2), as would not have or reasonably be expected to have a Material Adverse Effect;

(xxx) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company and its subsidiaries own or have a valid right to use all information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "IT Systems") necessary for the operation of the business of the Company and its subsidiaries as currently conducted. The Company's and its subsidiaries' IT Systems (a) are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of the Company and its subsidiaries as currently conducted, and (b) to the knowledge of the Company, are free and clear of all bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as would not, individually or in the aggregate, reasonably be expected to, have a Material Adverse Effect, (i) the Company and its subsidiaries have implemented and maintained commercially reasonable technical and organizational controls, policies, procedures, and safeguards designed to maintain and protect the Company's and its subsidiaries' confidential information, and the integrity, continuous operation, redundancy and security of all IT Systems and data of their respective customers, employees, suppliers, vendors and any third-party data maintained by or on behalf of the Company and its subsidiaries (including all confidential Company data, "personal data" and "personally identifiable information" (and terms of similar import) as defined under applicable privacy laws and maintained or processed by or on behalf of the Company and its subsidiaries ("Data")), and (ii) there has been no breach, violation, or unauthorized outage, destruction, loss, disablement, misappropriation, modification, disclosure, or use of or access to any such IT Systems or Data (each, a "Breach"). The Company and its subsidiaries have not been notified of, and have no knowledge of, any event or condition that would reasonably be expected to result in any material Breach, nor does the Company or any of its subsidiaries have any incidents under internal review or investigation relating to the same. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company and its subsidiaries have complied, and are presently in compliance, in all material respects with all applicable laws and statutes, binding industry standards, judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal and external policies and contractual obligations, and all other legal obligations, in each case, relating to the collection storage, use, disclosure, transfer, disposal or other processing of Data and to the protection of such IT Systems and Data from a Breach (collectively, "Data Security Obligations"). Neither the Company nor any of its subsidiaries has received any notice or complaint, that would reasonably indicate material non-compliance with any Data Security Obligation and there is no action, suit or proceeding by or before any court or governmental agency, authority or body pending or, to the Company's knowledge, threatened, alleging material non-compliance with any of the Data Security Obligations;

(xxxi) No forward-looking statement (within the meaning of Section 27A of the Act and Section 21E of the Exchange Act) included in any of the Registration Statement, the Pricing Prospectus or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith;

(xxxii) Nothing has come to the attention of the Company that has caused the Company to believe that the statistical and market-related data included in each of the Registration Statement, the Pricing Prospectus and the Prospectus is not based on or derived from sources that are reliable and accurate in all material respects;

(xxxiii) There is and has been no failure on the part of the Company or any of the Company's directors or officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act, including Section 402 related to loans and Sections 302 and 906 related to certifications (it being understood that this subsection shall not require the Company to comply with any provision of the Sarbanes-Oxley Act as of an earlier date than it would otherwise be required to so comply under applicable law);

(xxxiv) Neither the Company nor any of its affiliates has taken or will take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company or any of its subsidiaries in connection with the offering of the Shares;

(xxxv) Except as has not had, or would not reasonably be expected to have, a Material Adverse Effect, none of the following events has occurred: (i) a failure to fulfill the obligations, if any, under the minimum funding standards of Section 302 of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the regulations and published interpretations thereunder with respect to a Plan, determined without regard to any waiver of such obligations or extension of any amortization period; (ii) an audit or investigation by the Internal Revenue Service, the U.S. Department of Labor, the Pension Benefit Guaranty Corporation or any other federal or state governmental agency or any foreign regulatory agency with respect to the employment or compensation of employees by the Company or any of its subsidiaries; (iii) any breach of any contractual obligation, or any violation of law or applicable qualification standards, with respect to the employment or compensation of employees by the Company or any of its subsidiaries. Except as has not had, or would not reasonably be expected to have, a Material Adverse Effect, none of the following events has occurred within the last three (3) years or is reasonably likely to occur: (i) a material increase in the aggregate amount of contributions required to be made to all Plans in the current fiscal year of the Company and its subsidiaries compared to the amount of such contributions made in the most recently completed fiscal year of the Company and its subsidiaries; (ii) a material increase in the "accumulated post-retirement benefit obligations" (within the meaning of Statement of Financial Accounting Standards 106) of the Company and its subsidiaries compared to the amount of such obligations in the most recently completed fiscal year of the Company and its subsidiaries; (iii) any event or condition giving rise to a liability under Title IV of ERISA; or (iv) the filing of a claim by one or more employees or former employees of the Company or any of its subsidiaries related to their employment. For purposes of this paragraph, the term "Plan" means a plan (within the meaning of Section 3(3) of ERISA) subject to Title IV of ERISA with respect to which the Company or any of its subsidiaries may have any liability;

(xxxvi) Except as set forth or contemplated in the Registration Statement, Pricing Prospectus and the Prospectus, no subsidiary of the Company is currently prohibited under any order of any governmental or regulatory authorities (other than orders applicable to broker-dealers and limited purpose trust companies chartered under the New York Banking Law (a "New York LPTC"), under any applicable law (other than laws and regulations generally limiting the amount that may be paid by broker-dealers and New York LPTCs), or under any agreement (other than indirectly under any supervisory agreements with applicable governmental or regulatory authorities) or other instrument to which it is a party or is subject, from paying any dividends to the Company, from making any other distribution on such subsidiary's capital stock, from repaying to the Company any loans or advances to such subsidiary from the Company or from transferring any of such subsidiary's property or assets to the Company or any other subsidiary of the Company);

(xxxvii) Neither the Company nor any of its subsidiaries is subject to regulation as a "bank holding company" under the Bank Holding Company Act of 1956, as amended (the "BHCA") and to regulation by the Board of Governors of the Federal Reserve System (the "Federal Reserve"). Neither the Company nor any of its subsidiaries owns or controls, directly or indirectly, 5% or more of the outstanding shares of any class of voting securities or 25% or more of the total equity of a bank or any entity that is subject to the BHCA and to regulation by the Federal Reserve. Neither the Company nor any of its subsidiaries or affiliates exercises a controlling influence over the management or policies of a bank or any entity that is subject to the BHCA and to regulation by the Federal Reserve;

(xxxviii) The Company and each of its subsidiaries (i) are in material compliance with any and all applicable laws and regulations relating to the business of banking including, but not limited to, the New York Banking Law and all other applicable banking laws and rules and regulations promulgated by the New York Department of Financial Services and all other applicable banking regulators, and (ii) have such charters, permits, licenses, approvals, consents, franchises, certificates of need and other approvals or authorizations of governmental or regulatory authorities ("Permits") as are necessary under applicable law to own their respective properties and conduct their respective businesses in the manner described in the Registration Statement, the Pricing Prospectus and the Prospectus, except for any of the foregoing that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as described in the Pricing Prospectus and the Prospectus, or except for confidential supervisory information, which, under applicable law and regulation, the Company may not address in this representation, neither the Company nor any of its subsidiaries has received notice of any proceedings related to the revocation or modification of any such Permits, including for the avoidance of doubt any agreements with applicable governmental or regulatory authorities that, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to have a Material Adverse Effect;

(xxxix) The Company and each of its subsidiaries is duly registered to the extent required with all applicable state, federal and other governmental authorities under Money Transmitter Laws and Virtual Currency Business Laws in the United States and any other applicable non-U.S. countries relating to licensing or registration for its activities. The operations of the Company and each of its subsidiaries has, to the Company's knowledge, been conducted in material compliance with all requirements under applicable Money Transmitter Laws and Virtual Currency Business Laws. Other than as disclosed in the Registration Statement, the Pricing Prospectus and the Prospectus, the Company and each of its subsidiaries is not subject to any material enforcement actions, regulatory inquiries and investigations, threatened, ongoing, or settled enforcement, disciplinary matters, complaints discussing actual or potential liabilities, citations or notices of violation, and any significant proceedings before any governmental authority regarding its money transmitter or virtual currency business, except for any of the foregoing that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. For purposes of this paragraph, (1) "Money Transmitter Laws" means all legal or regulatory requirements relating to the licensing or registration of a person that provides services relating to the acceptance of currency, funds, or other value that substitutes for currency from one person and the transmission of currency, funds, or other value that substitutes for currency to another location or person by any means, including through a financial agency or institution, a Federal Reserve Bank or other facility of one or more Federal Reserve Banks, the Board of Governors of the Federal Reserve System, or both, an electronic funds transfer network or an informal value transfer system, or any other person engaged in the transfer of funds; and (2) "Virtual Currency Business Laws" means all legal or regulatory requirements that may be enforced by any governmental authority for activities involving virtual currency, including, but not limited to, (i) receiving virtual currency for transmission or transmitting virtual currency, (ii) storing, holding, or maintaining custody or control of virtual currency on behalf of others, (iii) buying and selling virtual currency, (iv) performing exchange services or (v) controlling, administering or issuing a virtual currency;

(xl) Other than Gemini Galactic Markets, LLC, which is registered with the Commission as a broker-dealer, neither the Company nor any of its subsidiaries (A) is registered, (B) is required to be registered or (C) as a result of the transactions contemplated by this Agreement will be required to register, as an investment adviser under the Investment Advisers Act of 1940, as amended, as a commodity trading advisor, commodity pool operator, swap dealer or futures commission merchant under the Commodity Exchange Act of 1936, as amended, or as a broker or a dealer under the Exchange Act or under the Blue Sky or securities laws of any applicable jurisdiction or the rules and regulations thereunder, except for any such registration, the failure of which to have obtained would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(xli) Except as would not reasonably be expected to have a Material Adverse Effect, Gemini Galactic Markets, LLC is registered as a broker-dealer with the Commission, is a member of FINRA and all other self-regulatory organizations ("SRO") of which it is or is required to be a member and is registered or qualified as a broker-dealer or other regulated entity in each jurisdiction where the conduct of its business requires such registration or qualification, and such registrations, memberships or qualifications have not been suspended, revoked or rescinded and remain in full force and effect. Each "associated person" (as defined in the Exchange Act) of Gemini Galactic Markets, LLC is registered with any SRO and each jurisdiction where the association of such persons with Gemini Galactic Markets, LLC requires such registration, and such registrations have not been suspended, revoked or rescinded and remain in full force and effect, except to the extent that the failure to be so registered, or such suspension, revocation or recission, would not reasonably be expected to have a Material Adverse Effect. The activities and operations of Gemini Galactic Markets, LLC have been conducted in material compliance with all requirements of the Exchange Act, the rules and regulations of the Commission, FINRA and any applicable state securities regulatory authority or other SRO including, but not limited to, (A) establishing financial and operational controls and supervisory procedures in material compliance with all applicable legal and regulatory requirements and (B) maintaining required minimum net capital and net capital in excess of levels that may require "early warning" notice to the Commission, FINRA or any other SRO, except, in each case, as would not individually or in the aggregate expect to have a Material Adverse Effect. Neither Gemini Galactic Markets, LLC, nor any "associated person" (as defined in the Exchange Act) of Gemini Galactic Markets, LLC, is or has been subject to statutory disqualification, as that term is defined in Section 3(a)(39) of the Exchange Act, or a disqualification, as that term is defined in Article III, Section 4 of the FINRA By-Laws, except in each case as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Gemini Galactic Markets, LLC has not submitted any early warning notice to the Commission or FINRA and has not had any restriction on its business activities imposed upon it based upon the sufficiency of its net capital. Gemini Galactic Markets, LLC has (A) filed all reports, registrations, statements and certifications, together with any amendments required to be made prior to the date hereof with (i) the Commission, (ii) FINRA, (iii) any applicable state securities regulatory authority and (iv) any other SRO and (B) obtained all necessary regulatory approvals that may be required in connection with the sale of the Shares contemplated hereby, except for any such filing or approval, the failure of which to have been obtained would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(xlii) The Company and its subsidiaries, taken as a whole, are insured against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged and as required by law; and

(xliii) From the time of initial confidential submission of a registration statement relating to the Shares with the Commission through the date hereof, the Company has been and is an "emerging growth company" as defined in Section 2(a)(19) of the Act (an "Emerging Growth Company").

(xliv) Neither the Company nor any of its subsidiaries is a "covered foreign person" as that term is used in the Outbound Investment Rules. For the purpose of this Agreement, "Outbound Investment Rules" means the regulations administered and enforced, together with any related public guidance issued, by the United States Treasury Department under U.S. Executive Order 14105 of August 9, 2023, and the implementing regulations codified at 31 C.F.R. §850.202 et seq.

(xlv) The Registration Statement, the Pricing Disclosure Package and the Prospectus, any Preliminary Prospectus, any Issuer Free Writing Prospectuses and any Written Testing-the-Waters Communication comply in all material respects, and any further amendments or supplements thereto will comply in all material respects, with any applicable laws or regulations of foreign jurisdictions in which the Pricing Disclosure Package, the Prospectus, any Preliminary Prospectus, any Issuer Free Writing Prospectus and any Written Testing-the-Waters Communication, as amended or supplemented, if applicable, are distributed in connection with the Directed Share Program;

(xlvi) No authorization, approval, consent, license, order, registration or qualification of or with any government, governmental instrumentality or court, other than such as have been obtained, is necessary under the securities laws and regulations of foreign jurisdictions in which the Directed Shares are offered outside the United States;

(xlvii) The Company has specifically directed in writing the allocation of Shares to each Participant in the Directed Share Program, and neither the Directed Share Underwriter nor any other Underwriter has had any involvement or influence, directly or indirectly, in such allocation decision and

(xlviii) The Company has not offered, or caused the Directed Share Underwriter or its affiliates to offer, Shares to any person pursuant to the Directed Share Program (i) for any consideration other than the cash payment of the initial public offering price per share set forth in Schedule III hereof or (ii) with the specific intent to unlawfully influence (x) a customer or supplier of the Company to alter the customer or supplier's terms, level or type of business with the Company or (y) a trade journalist or publication to write or publish favorable information about the Company or its products.

(b) Each of the Selling Stockholders severally represents and warrants to, and agrees with, each of the Underwriters and the Company that:

(i) All consents, approvals, authorizations and orders necessary for the execution and delivery by such Selling Stockholder of this Agreement, and for the sale and delivery of the Shares to be sold by such Selling Stockholder hereunder, have been obtained, except for the registration under the Act of the Shares and such consents, approvals, authorizations and orders as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters, the rules and regulations of FINRA or the approval for listing on the Exchange or such consents, approvals, authorizations and orders that have been obtained or, if not obtained, would not individually or in the aggregate, affect the validity of the Shares to be sold by such Selling Stockholder or of the sale and transfer thereof as contemplated hereunder or reasonably be expected to materially impair the ability of such Selling Stockholder to consummate the transactions contemplated by this Agreement; and such Selling Stockholder has full right, power and authority to enter into this Agreement and to sell, assign, transfer and deliver the Shares to be sold by such Selling Stockholder hereunder;

(ii) The sale of the Shares to be sold by such Selling Stockholder hereunder and the compliance by such Selling Stockholder with this Agreement and the consummation of the transactions herein and therein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any statute, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which such Selling Stockholder is a party or by which such Selling Stockholder is bound or to which any of the property or assets of such Selling Stockholder is subject, nor will such action result in any violation of the provisions of any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over such Selling Stockholder or any of its subsidiaries or any property or assets of such Selling Stockholder, except, in each case, for such defaults, breaches or violations that would not reasonably be expected to have a material adverse effect on the ability of such Selling Stockholder to consummate the transactions contemplated by this Agreement; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental body or agency is required for the performance by such Selling Stockholder of its obligations under this Agreement and the consummation by such Selling Stockholder of the transactions contemplated by this Agreement in connection with the Shares to be sold by such Selling Stockholder hereunder, except the registration under the Act of the Shares and such consents, approvals, authorizations, orders, registrations or qualifications as may be required under state securities, Blue Sky laws, the rules and regulations of FINRA or the listing on the Exchange in connection with the purchase and distribution of the Shares by the Underwriters and such consents, approvals, authorizations, orders, registrations or qualifications that have already been obtained, made or waived in connection with the purchase and distribution of the Shares by the Underwriters;

(iii) Such Selling Stockholder has, and immediately prior to each Time of Delivery (as defined in Section 5 hereof) such Selling Stockholder will have, good and valid title to, or a valid "security entitlement" within the meaning of Section 8-501 of the New York Uniform Commercial Code in respect of, the Shares to be sold by such Selling Stockholder hereunder at such Time of Delivery, free and clear of all liens, encumbrances, equities or claims; and, upon delivery of such Shares and payment therefor pursuant hereto, good and valid title to such Shares, free and clear of all liens, encumbrances, equities or claims, will pass to the several Underwriters;

(iv) On or prior to the date of the Pricing Prospectus, such Selling Stockholder has executed and delivered to the Underwriters an agreement substantially in the form of Annex II hereto.

(v) Such Selling Stockholder has not taken and will not take, directly or indirectly, any action that is designed to or that has constituted or might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares;

(vi) To the extent that any statements or omissions made in the Registration Statement, any Preliminary Prospectus, the Prospectus or any amendment or supplement thereto are made in reliance upon and in conformity with written information furnished to the Company by such Selling Stockholder expressly for use therein, such Registration Statement and Preliminary Prospectus did, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will, when they become effective or are filed with the Commission, as the case may be, conform in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this representation and warranty shall (A) not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information and (B) be limited to statements or omissions made in reliance upon and in conformity with information relating to such Selling Stockholder furnished to the Company in writing by such Selling Stockholder expressly for use in the Pricing Prospectus, the Prospectus or any amendments or supplements thereto, it being understood and agreed that the only information furnished by such Selling Stockholder consists of the name of such Selling Stockholder, the number of offered shares and the address and other information of such Selling Stockholder which appear in the Pricing Prospectus or any Prospectus in the table (and corresponding footnotes) under the caption "Principal and Selling Stockholders", and, if such Selling Stockholders is an executive officer or director of the Company, the biographical information of such Selling Stockholder as set forth under the caption "Management" in the Pricing Prospectus or any Prospectus (with respect to each Selling Stockholder, the "Selling Stockholder Information");

(vii) In order to document the Underwriters' compliance with the reporting and withholding provisions of the Tax Equity and Fiscal Responsibility Act of 1982 with respect to the transactions herein contemplated, such Selling Stockholder will deliver to you prior to or at the First Time of Delivery a properly completed and executed United States Treasury Department Form W-9 (or other applicable form or statement specified by Treasury Department regulations in lieu thereof);

(viii) Such Selling Stockholder will not directly or indirectly use the proceeds of the offering of the Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, (i) to fund or facilitate any activities of or business in violation of Sanctions, or (ii) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of any Money Laundering Laws or any Anti-Corruption Laws; and

(ix) Such Selling Stockholder is not prompted by any material information concerning the Company or any of its subsidiaries that is not disclosed in the Pricing Prospectus to sell its Shares pursuant to this Agreement; and

2. Subject to the terms and conditions herein set forth, (a) the Company agrees to sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at a purchase price per share of $[·], the number of Firm Shares (to be adjusted by you so as to eliminate fractional shares) as set forth opposite the Underwriters' respective names in Schedule I hereto and (b) in the event and to the extent that the Underwriters shall exercise the election to purchase Optional Shares as provided below, the Company and the Selling Stockholders, as and to the extent indicated in Schedule II hereto agree, severally and not jointly to sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company and each of the Selling Stockholders, at the purchase price per share set forth in clause (a) of this Section 2 (provided that the purchase price per Optional Share shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares), that portion of the number of Optional Shares as to which such election shall have been exercised (to be adjusted by you so as to eliminate fractional shares) determined by multiplying such number of Optional Shares by a fraction, the numerator of which is the maximum number of Optional Shares which such Underwriter is entitled to purchase as set forth opposite the name of such Underwriter in Schedule I hereto and the denominator of which is the maximum number of Optional Shares that all of the Underwriters are entitled to purchase hereunder.

The Company and the Selling Stockholders, as and to the extent indicated in Schedule II hereto, hereby grant, severally and not jointly, to the Underwriters the right to purchase at their election up to [·] Optional Shares, at the purchase price per share set forth in the paragraph above; provided that the purchase price per Optional Share shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares. Any such election to purchase Optional Shares shall be made in proportion to the maximum number of Optional Shares to be sold by the Company and all Selling Stockholders as set forth in Schedule II hereto initially with respect to the Optional Shares to be sold by the Company and then among the Selling Stockholders in proportion to the maximum number of Optional Shares to be sold by each Selling Stockholder as set forth in Schedule II hereto. Any such election to purchase Optional Shares may be exercised only by written notice from you to the Company, given within a period of 30 calendar days after the date of this Agreement, setting forth the aggregate number of Optional Shares to be purchased and the date on which such Optional Shares are to be delivered, as determined by you but in no event earlier than the First Time of Delivery (as defined in Section 5 hereof) or, unless you and the Company otherwise agree in writing, earlier than one or later than ten Business Days after the date of such notice.

3. Subject to the terms and conditions herein set forth, in the event and to the extent that the Underwriters shall exercise the election to purchase Optional Shares as provided below, each of the Selling Stockholders agrees, severally and not jointly, to sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from each of the Selling Stockholders, at the purchase price per share set forth in clause (a) of Section 2 (provided that the purchase price per Optional Share shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares), that portion of the number of Optional Shares as to which such election shall have been exercised (to be adjusted by you so as to eliminate fractional shares) determined by multiplying such number of Optional Shares by a fraction the numerator of which is the maximum number of Optional Shares which such Underwriter is entitled to purchase as set forth opposite the name of such Underwriter in Schedule I hereto and the denominator of which is the maximum number of Optional Shares that all of the Underwriters are entitled to purchase hereunder.

The Selling Stockholders, as and to the extent indicated in Schedule II hereto, hereby grant, severally and not jointly, to the Underwriters the right to purchase at their election up to [·] Optional Shares, at the purchase price per share set forth in the paragraph above (provided that the purchase price per Optional Share shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares). Any such election to purchase Optional Shares shall be made in proportion to the number of Optional Shares to be sold by each Selling Stockholder. Any such election to purchase Optional Shares may be exercised only by written notice from you to the Company, given within a period of 30 calendar days after the date of this Agreement and setting forth the aggregate number of Optional Shares to be purchased and the date on which such Optional Shares are to be delivered, as determined by you but in no event earlier than the First Time of Delivery (as defined in Section 5 hereof) or, unless you and the Company otherwise agree in writing, earlier than one or later than ten business days after the date of such notice.

4. Upon the authorization by you of the release of the Shares, the several Underwriters propose to offer the Shares for sale upon the terms and conditions set forth in the Pricing Disclosure Package and the Prospectus.

5. (a) The Shares to be purchased by each Underwriter hereunder, in definitive or book-entry form, and in such authorized denominations and registered in such names as the Representatives may request upon at least twenty-four hours' prior notice to the Company and the Selling Stockholders shall be delivered by or on behalf of the Company and the Selling Stockholders to the Representatives, through the facilities of the Depository Trust Company ("DTC"), for the account of such Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer of Federal (same-day) funds to the account(s) specified by the Company to the Representatives at least twenty-four hours in advance. The Company and the Selling Stockholders will cause the certificates, if any, representing the Shares to be made available for checking and packaging at least twenty-four hours prior to the Time of Delivery (as defined below) with respect thereto at the office of DTC or its designated custodian (the "Designated Office"). The time and date of such delivery and payment shall be, with respect to the Firm Shares, 9:30 a.m., New York City time, on [·], 2025 or such other time and date as the Representatives and the Company may agree upon in writing, and, with respect to the Optional Shares, 9:30 a.m., New York City time, on the date specified by the Representatives in each written notice given by the Representatives of the Underwriters' election to purchase such Optional Shares, or such other time and date as the Representatives and the Company may agree upon in writing. Such time and date for delivery of the Firm Shares is herein called the "First Time of Delivery," each such time and date for delivery of the Optional Shares, if not the First Time of Delivery, is herein called the "Second Time of Delivery," and each such time and date for delivery is herein called a "Time of Delivery."

(b) The documents to be delivered at each Time of Delivery by or on behalf of the parties hereto pursuant to Section 9 hereof, including the cross receipt for the Shares and any additional documents requested by the Underwriters pursuant to Section 9(k) hereof will be delivered at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017 (the "Closing Location"), and the Shares will be delivered at the Designated Office, all at such Time of Delivery; provided that all documents may be delivered electronically unless otherwise agreed upon by the parties hereto. For the purposes of this Section 5, "New York Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York City are generally authorized or obligated by law or executive order to close.

6. The Company agrees with each of the Underwriters:

(a) To prepare the Prospectus in a form approved by you and to file such Prospectus pursuant to Rule 424(b) under the Act prior to the earlier of (i) the First Time of Delivery and (ii) the Commission's close of business on the second Business Day following the execution and delivery of this Agreement, or, if applicable, such earlier time as may be required by Rule 430A(a)(3) under the Act; to make no further amendment or any supplement to the Registration Statement or the Prospectus prior to the last Time of Delivery which shall be disapproved by you promptly after reasonable notice thereof; to advise you, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any amendment or supplement to the Prospectus has been filed and to furnish you with copies thereof; to file promptly all material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act; to advise you, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus in respect of the Shares, of the suspension of the qualification of the Shares for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order suspending the effectiveness of the Registration Statement or any part thereof or preventing or suspending the use of any Preliminary Prospectus or other prospectus or suspending any such qualification, to promptly use its best efforts to obtain the withdrawal of such order;

(b) Promptly from time to time to take such action as you may reasonably request to qualify the Shares for offering and sale under the securities laws of such jurisdictions as you may reasonably request and to use commercially reasonable efforts to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Shares; provided that in connection therewith the Company shall not be required to qualify as a foreign corporation (where not otherwise required), subject itself to taxation for doing business in any jurisdiction in which it is not otherwise subject to taxation or file a general consent to service of process in any jurisdiction (where not otherwise required);

(c) Prior to 10:00 a.m., New York City time, on the New York Business Day next succeeding the date of this Agreement (or such later time as may agreed by you and the Company) and from time to time, to furnish the Underwriters with written and electronic copies of the Prospectus in New York City in such quantities as you may reasonably request, and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Shares and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus in order to comply with the Act, to notify you and upon your request to prepare and furnish without charge to each Underwriter and to any dealer in securities as many written and electronic copies as you may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance; and in case any Underwriter is required to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) in connection with sales of any of the Shares at any time nine months or more after the time of issue of the Prospectus, upon your request but at the expense of such Underwriter, to prepare and deliver to such Underwriter as many written and electronic copies as you may reasonably request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act;

(d) To make generally available to its securityholders as soon as reasonably practicable (which may be satisfied by filing with the Commission's Electronic Data Gathering, Analysis, and Retrieval system ("EDGAR")), but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158);

(e) (1) During the period beginning from the date hereof and continuing to and including the date 180 days after the date of the Prospectus (the "Company Lock-Up Period"), not to (i) offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or file with or confidentially submit to the Commission a registration statement under the Act relating to, any securities of the Company that are substantially similar to the Shares, including, but not limited to, any options or warrants to purchase shares of Class A Common Stock, shares of the Company's Class B Common Stock (the "Class B Common Stock" and, together with the Class A Common Stock, the "Common Stock") or any other securities that are convertible into or exchangeable for, or that represent the right to receive Common Stock or any such substantially similar securities, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of Class A Common Stock or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise, without the Representatives prior written consent; provided that the foregoing restrictions shall not apply to: (A) the Shares to be sold hereunder; (B) the Shares to be sold hereunder or securities issued, transferred, redeemed or exchanged in connection with the reorganizational transactions ("Transactions") (as such term is defined in the Registration Statement and the Pricing Disclosure Package in the section titled "About This Prospectus"); (C) the issuance by the Company of Common Stock or any securities or other awards convertible into, exercisable for, or that represent the right to receive Common Stock pursuant to the Company's equity incentive plans or employee stock purchase plans that are described in the Pricing Prospectus (the "Company's Plans") or otherwise in equity compensation arrangements described in the Pricing Prospectus or any shares of Common Stock issuable upon the conversion, exercise or settlement of such awards; (D) the issuance by the Company of Shares upon the conversion or exchange of convertible or exchangeable securities or the exercise of warrants or options (including net exercise, conversion or settlement and in respect of tax withholding payments due upon the exercise of options or the vesting of equity-based awards) or the settlement of restricted stock units or other equity awards (including net settlement and in respect of tax withholding payments), in each case outstanding on or prior to the date hereof or as otherwise contemplated by any Lock-Up Letter (as defined below) entered into by the Company's securityholders; (E) facilitating the establishment of a trading plan on behalf of a securityholder, officer or director of the Company pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Common Stock as permitted by a Lock-Up Letter; (F) the entry into an agreement providing for the issuance by the Company of shares of Common Stock or any security convertible into or exercisable for shares of Common Stock in connection with the acquisition by the Company or any of its subsidiaries of the securities, business, technology, property or other assets of another person or entity or pursuant to an employee benefit plan assumed by the Company in connection with such acquisition, and the issuance of any such securities pursuant to any such agreement; (G) the entry into any agreement providing for the issuance of shares of Common Stock or any security convertible into or exercisable for shares of Common Stock in connection with joint ventures, commercial relationships or other strategic transactions, and the issuance of any such securities pursuant to any such agreement; and (H) the filing of any registration statement on Form S-8 or a successor form thereto relating to the resale of securities as contemplated by any Lock-Up Letter or the Company's Plans or any assumed employee benefit plan contemplated by clause (F); provided that in the case of clauses (F) and (G), the aggregate number of shares of Common Stock that the Company may sell or issue or agree to sell or issue pursuant to clauses (F) and (G) shall not exceed 7.5% of the total number of shares of Common Stock issued and outstanding immediately following the completion of the transactions contemplated by this Agreement; and provided further that, in the case of clauses (C), (F) and (G), the recipient of such securities shall have executed a Lock-Up Letter on or prior to the date of issuance of such securities.

(2) If the Representatives, in their sole discretion, agree to release or waive the restrictions in a Lock-Up Letter (as defined below), in each case for an officer or director of the Company, and provide the Company with notice of the impending release or waiver at least three (3) Business Days before the effective date of the release or waiver, the Company agrees to announce the impending release or waiver by a press release substantially in the form of Annex I hereto through a major news service at least two Business Days before the effective date of the release or waiver;

(f) During a period of three (3) years from the effective date of the Registration Statement, so long as the Company is subject to the reporting requirements of either Section 13 or Section 15(d) of the Exchange Act, to furnish to its stockholders as soon as practicable after the end of each fiscal year an annual report (including a balance sheet and statements of income, stockholders ' equity and cash flows of the Company and its consolidated subsidiaries certified by independent public accountants) and, as soon as practicable after the end of each of the first three quarters of each fiscal year (beginning with the fiscal quarter ending after the effective date of the Registration Statement), to make available to its stockholders consolidated summary financial information of the Company and its subsidiaries for such quarter in reasonable detail; provided, however, that no reports, communications or financial information need to be furnished or filed pursuant to this Section 5(f) to the extent they are available on EDGAR;

(g) During a period of three (3) years from the effective date of the Registration Statement, so long as the Company is subject to the reporting requirements of either Section 13 or Section 15(d) of the Exchange Act, to furnish to you copies of all reports or other communications (financial or other) furnished to stockholders, and to deliver to you (i) as soon as practicable after the date that they are available, copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange on which any class of securities of the Company is listed; and (ii) such additional information concerning the business and financial condition of the Company as you may from time to time reasonably request (such financial statements to be on a consolidated basis to the extent the accounts of the Company and its subsidiaries are consolidated in reports furnished to its stockholders generally or to the Commission); provided, however, that no reports, communications or financial information need to be furnished or filed pursuant to this Section 5(g) to the extent they are available on EDGAR or to the extent such provision of such reports, documents or other information would require public disclosure by the Company under Regulation FD;

(h) To use the net proceeds received by it from the sale of the Shares pursuant to this Agreement in the manner specified in the Pricing Prospectus under the caption "Use of Proceeds";

(i) To use its best efforts to list for trading, subject to official notice of issuance, the Shares on the Exchange;

(j) To file with the Commission such information on Form 10-Q or Form 10-K as may be required by Rule 463 under the Act;

(k) If the Company elects to rely upon Rule 462(b) under the Act, the Company shall file a Rule 462(b) Registration Statement with the Commission in compliance with Rule 462(b) under the Act by 10:00 p.m., Washington, D.C. time, on the date of this Agreement, and the Company shall at the time of filing either pay to the Commission the filing fee for the Rule 462(b) Registration Statement or give irrevocable instructions for the payment of such fee pursuant to Rule 3a(c) of the Commission's Informal and Other Procedures (16 CFR 202.3a);

(l) Upon reasonable request of any Underwriter, to furnish, or cause to be furnished, to such Underwriter an electronic version of the Company's trademarks, service marks and corporate logo for use on the website, if any, operated by such Underwriter for the purpose of facilitating the on-line offering of the Shares (the "License"); provided, however, that the License shall be used solely for the purpose described above, is granted without any fee and may not be assigned or transferred; and

(m) To promptly notify you if the Company ceases to be an Emerging Growth Company at any time prior to the later of (i) completion of the distribution of the Shares within the meaning of the Act and (ii) the last Time of Delivery.

(n) To comply with all applicable securities and other laws, rules and regulations in each jurisdiction in which the Directed Shares are offered in connection with the Directed Share Program.

7. (a) The Company represents and agrees that, without the prior consent of the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a "free writing prospectus" as defined in Rule 405 under the Act; each Selling Stockholder represents and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a free writing prospectus; and each Underwriter represents and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a free writing prospectus required to be filed with the Commission; any such free writing prospectus the use of which has been consented to by the Company and the Representatives is listed on Schedule III(a) hereto;

(b) The Company has complied and will comply with the requirements of Rule 433 under the Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending; and the Company represents that it has satisfied and agrees that it will satisfy the conditions under Rule 433 under the Act to avoid a requirement to file with the Commission any electronic road show;

(c) The Company agrees that if at any time following issuance of an Issuer Free Writing Prospectus or Written Testing-the-Waters Communication prepared or authorized by it, any event occurred or occurs as a result of which such Issuer Free Writing Prospectus or Written Testing-the-Waters Communication prepared or authorized by it would conflict with the information in the Registration Statement, the Pricing Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus, Written Testing-the-Waters Communication or other document which will correct such conflict, statement or omission; provided, however, that this covenant shall not apply to any statements or omissions in an Issuer Free Writing Prospectus or Written Testing-the-Waters Communications made in reliance upon and in conformity with the Underwriter Information or any Selling Stockholder Information;

(d) The Company represents and agrees that (i) it has not engaged in, or authorized any other person to engage in, any Testing-the-Waters Communications, other than Testing-the-Waters Communications with the prior consent of the Representatives with entities that the Company reasonably believes are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Act; and (ii) it has not distributed, or authorized any other person to distribute, any Written Testing-the-Waters Communications, other than those distributed with the prior consent of the Representatives that are listed on Schedule III(c) hereto; and the Company reconfirms that the Underwriters have been authorized to act on its behalf in engaging in Testing-the-Waters Communications; and

(e) Each Underwriter represents and agrees that (i) any Testing-the-Waters Communications undertaken by it were with entities that such Underwriter reasonably believes are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Act.

8. The Company and each of the Selling Stockholders covenant and agree with one another and with the several Underwriters that (a) the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Shares under the Act and all other expenses in connection with the preparation, printing, reproduction and filing of the Registration Statement, any Preliminary Prospectus, any Written Testing-the-Waters Communication, any Issuer Free Writing Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing any Agreement among Underwriters, this Agreement, the Blue Sky Memorandum, if any, closing documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Shares; (iii) all expenses incurred and documented in connection with the qualification of the Shares for offering and sale under state securities laws as provided in Section 6(b) hereof, including the documented fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky survey; (iv) all fees and expenses in connection with listing the Shares on the Exchange; and (v) the filing fees incident to, and the reasonable and documented fees and disbursements of counsel for the Underwriters in connection with, any required review by FINRA of the terms of the sale of the Shares; (vi) the cost of preparing stock certificates; if applicable (vii) the cost and charges of any transfer agent or registrar; and (viii) all other reasonable costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section 8; and (c) such Selling Stockholder will pay or cause to be paid all costs and expenses incident to the performance of such Selling Stockholder's obligations hereunder which are not otherwise specifically provided for in this Section, including (i) any fees and expenses of counsel for such Selling Stockholder not paid for by the Company and (ii) all expenses and taxes incident to the sale and delivery of the Shares to be sold by such Selling Stockholder provided, however, that the amount payable by the Company for the fees and disbursements of counsel to the Underwriters described in (iii) and (v) of this Section 8 shall not exceed an aggregate of $50,000. In addition, the Company shall pay or cause to be paid all fees and disbursements of counsel for the Underwriters in connection with the Directed Share Program not to exceed $50,000 and stamp duties, similar taxes or duties or other taxes, if any, incurred by the Underwriters in connection with the Directed Share Program. In connection with clause (c)(iii) of the preceding sentence, the Representatives agree to pay New York State stock transfer tax, and the Selling Stockholder agrees to reimburse the Representatives for associated carrying costs if such tax payment is not rebated on the day of payment and for any portion of such tax payment not rebated. It is understood, however, that (i) the Company shall bear, and the Selling Stockholders shall not be required to pay or to reimburse the Company for, the cost of any other matters not directly relating to the sale and purchase of the Shares pursuant to this Agreement, and that, except as provided in this Section 8, and Sections 10 and 13 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, stock transfer taxes on resale of any of the Shares by them, and any advertising expenses connected with any offers they may make, (ii) the Company will bear all of the Company's (but not the Underwriters') travel and lodging expenses and the Underwriters will bear all of the Underwriters' (but not the Company's) travel and lodging expenses, in each case, in connection with any roadshow presentation to investors and (iii) notwithstanding clause (ii), the Company, on the one hand, and the Underwriters, on the other hand, shall each pay 50% of the cost of any chartered plane, jet, private aircraft or other transportation chartered in connection with any roadshow presentation to investors (it being understood that the use of any chartered plane, jet or private aircraft shall expressly be approved by the Company and the Representatives).

9. The obligations of the Underwriters hereunder, as to the Shares to be delivered at each Time of Delivery, shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Company and the Selling Stockholders herein are, at and as of the Applicable Time and such Time of Delivery, true and correct, the condition that the Company and the Selling Stockholders shall have performed all of its and their obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 6(a) hereof; all material required to be filed by the Company pursuant to Rule 433(d) under the Act shall have been filed with the Commission within the applicable time period prescribed for such filing by Rule 433; if the Company has elected to rely upon Rule 462(b) under the Act, the Rule 462(b) Registration Statement shall have become effective by 10:00 p.m., Washington, D.C. time, on the date of this Agreement; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose or pursuant to Section 8A of the Act shall have been initiated or, to the Company's knowledge, threatened by the Commission no stop order suspending or preventing the use of the Pricing Prospectus, Prospectus or any Issuer Free Writing Prospectus shall have been initiated or, to the Company's knowledge, threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction;

(b) Davis Polk & Wardwell LLP, counsel for the Underwriters, shall have furnished to you such written opinion and negative assurance letter, dated such Time of Delivery, in form and substance satisfactory to you, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) Skadden, Arps, Slate, Meagher & Flom LLP**,** counsel for the Company, shall have furnished to you their written opinion and negative assurance letter, dated such Time of Delivery, in form and substance reasonably satisfactory to you;

(d) Brownstein Hyatt Farber Schreck, LLP**,** Nevada counsel for the Company, shall have furnished to you their written opinion and negative assurance letter, dated such Time of Delivery, in form and substance reasonably satisfactory to you;

(e) Skadden, Arps, Slate, Meagher & Flom LLP, counsel to the Selling Stockholders, shall have furnished to you their written opinion, dated such Time of Delivery, in form and substance reasonably satisfactory to you;

(f) On the date of the Prospectus at a time prior to the execution of this Agreement, at or around 9:30 a.m., New York City time, on the effective date of any post-effective amendment to the Registration Statement filed subsequent to the date of this Agreement and also at each Time of Delivery, Deloitte & Touche LLP shall have furnished to you a letter or letters, dated the respective dates of delivery thereof, in form and substance reasonably satisfactory to you;

(g) (i) Neither the Company nor any of its subsidiaries shall have sustained, since the date of the latest audited financial statements included in the Pricing Prospectus, any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Prospectus, and (ii) since the respective dates as of which information is given in the Pricing Prospectus there shall not have been any change in the capital stock (other than as a result of (A) the exercise or settlement, if any, of stock options or restricted stock units (including any "net" or "cashless" exercises or settlements), or the award, if any, of stock options, restricted stock units, restricted stock or other awards, in each case pursuant to the Company's equity plans that are described in the Pricing Prospectus and the Prospectus, (B) the repurchase of shares of capital stock upon termination of a holders' employment or service with the Company pursuant to agreements providing for an option to repurchase or a right of first refusal on behalf of the Company; (C) the issuance by the Company of securities convertible into, exchangeable for or that represent that right to receive shares of Class A Common Stock on the date of the Pricing Prospectus, in each case as described in the Pricing Prospectus and Prospectus or (D) the issuance, if any, of Common Stock upon conversion or exercise of Company securities as described in the Pricing Prospectus and the Prospectus) or long-term debt of the Company or any of its subsidiaries or any change or effect, or any development involving a prospective change or effect, in or affecting (x) the business, properties, general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, taken as a whole, except as set forth or contemplated in the Pricing Prospectus, or (y) the ability of the Company to perform its obligations under this Agreement, including the issuance and sale of the Shares, or to consummate the transactions contemplated in the Pricing Prospectus and the Prospectus, the effect of which, in any such case described in clause (i) or (ii), is in your judgment so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus;

(h) On or after the Applicable Time there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the Exchange; (ii) a suspension or material limitation in trading in the Company's securities on the Exchange; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) in your judgment makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus;

(i) The Shares to be sold at such Time of Delivery shall have been duly listed, subject to official notice of issuance, on the Exchange;

(j) The Company shall have obtained and delivered to the Underwriters executed copies of an agreement from each officer and director of the Company and substantially all of the stockholders of the Company, substantially to the effect set forth in Annex II hereto (a "Lock-Up Letter");

(k) The Company shall have complied with the provisions of Section 6(c) hereof with respect to the furnishing of prospectuses on the New York Business Day next succeeding the date of this Agreement; and

(l) The Company and the Selling Stockholders shall have furnished or caused to be furnished to you at such Time of Delivery certificates of officers of the Company, respectively, satisfactory to you as to the accuracy of the representations and warranties of the Company and the Selling Stockholders, respectively, herein at and as of such Time of Delivery, as to the performance by the Company and the Selling Stockholders of all of their respective obligations hereunder to be performed at or prior to such Time of Delivery, as to such other matters as you may reasonably request, and the Company shall have furnished or caused to be furnished certificates as to the matters set forth in subsection (a) of this Section 9.

10. (a) The Company will indemnify and hold harmless each Underwriter and each Selling Stockholder against any losses, claims, damages or liabilities, joint or several, to which such Underwriter or Selling Stockholder may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, any roadshow as defined in Rule 433(h) under the Act (a "roadshow"), any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act or any Testing-the-Waters Communication prepared or authorized by the Company, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter or Selling Stockholder for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Company and the Selling Stockholders shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, any roadshow or any Testing-the-Waters Communication, in reliance upon and in conformity with the Underwriter Information.

(b) Each of the Selling Stockholders, severally and not jointly, will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, any roadshow or any Testing-the-Waters Communication, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto or any Issuer Free Writing Prospectus, or any roadshow or any Testing-the-Waters Communication, in reliance upon and in conformity with Selling Stockholder Information furnished to the Company by such Selling Stockholder expressly for use therein; and will reimburse each Underwriter for any out-of-pocket legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that such Selling Stockholder shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus or any amendment or supplement thereto or any Issuer Free Writing Prospectus in reliance upon and in conformity with the Underwriter information. Notwithstanding anything to the contrary in this Section 10, the liability of each Selling Stockholder under this Section 10(b) shall in no event exceed the amount of such Selling Stockholder's net proceeds (after deducting underwriting discounts and commissions but before deducting any other expenses) from its sale of the Shares under this Agreement (the "Selling Stockholder Proceeds").

(c) Each Underwriter, severally and not jointly, will indemnify and hold harmless the Company and each Selling Stockholder against any losses, claims, damages or liabilities to which the Company or such Selling Stockholder may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any roadshow, or any Testing-the-Waters Communication, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any roadshow, or any Testing-the-Waters Communication, in reliance upon and in conformity with the Underwriter Information; and will reimburse the Company and each Selling Stockholder for any out of pocket legal or other expenses reasonably incurred by the Company or such Selling Stockholder in connection with investigating or defending any such action or claim as such expenses are incurred. As used in this Agreement with respect to an Underwriter and an applicable document, "Underwriter Information" shall mean the written information furnished to the Company by such Underwriter through the Representatives expressly for use therein; it being understood and agreed upon that the only such information furnished by any Underwriter consists of the following information in the Prospectus furnished on behalf of each Underwriter: the concession and reallowance figures appearing in the sixth paragraph under the caption "Underwriting," and the information contained in the thirteenth, fourteenth and fifteenth paragraphs under the caption "Underwriting."

(d) Promptly after receipt by an indemnified party under subsection (a), (b) or (c) of this Section 10 of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; provided that the failure to notify the indemnifying party shall not relieve it from any liability that it may have under the preceding paragraphs of this Section 10 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided further that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under the preceding paragraphs of this Section 10. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable and documented costs of investigation. No indemnifying party shall (x) without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party or (y) be liable for any settlement of any action effected without its prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

(e) If the indemnification provided for in this Section 10 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a), (b) or (c) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Selling Stockholders on the one hand and the Underwriters on the other from the offering of the Shares. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and the Selling Stockholders on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company and the Selling Stockholders on the one hand and the Underwriters on the other shall be deemed to be in the same proportion that the total net proceeds from the offering (before deducting expenses) received by the Company and the Selling Stockholders bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Selling Stockholders on the one hand (provided that, with respect to each of the Selling Stockholders, such determination shall be limited by reference only to such Selling Stockholder's Selling Stockholder Information) or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company, each of the Selling Stockholders and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (e) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (e). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (e) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (e), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (e) to contribute are several in proportion to their respective underwriting obligations and not joint. Notwithstanding anything to the contrary in this Section 10, the liability of each Selling Stockholder under this Section 10(e) shall in no event exceed its Selling Stockholder Proceeds; provided, however, in no event shall any Selling Stockholder <be required to contribute pursuant to this subsection (e) any amount in excess of the amount by which the Selling Stockholder Proceeds received by such Selling Stockholder from the sale of the Shares exceeds the damages that such Selling Stockholder would have otherwise been required to pay under subsection (b) above.

(f) The obligations of the Company and the Selling Stockholders under this Section 10 shall be in addition to any liability which the Company and the Selling Stockholders may otherwise have and shall extend, upon the same terms and conditions, to each employee, officer and director of each Underwriter and each person, if any, who controls any Underwriter within the meaning of the Act and each broker-dealer or other affiliate of any Underwriter; and the obligations of the Underwriters under this Section 10 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company (including any person who, with his or her consent, is named in the Registration Statement as about to become a director of the Company) and to each person, if any, who controls the Company and the Selling Stockholders within the meaning of the Act.

(i) The Company will indemnify and hold harmless the Directed Share Underwriter against any losses, claims, damages and liabilities to which the Directed Share Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims damages or liabilities (or actions in respect thereof) (x) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any material prepared by or with the consent of the Company for distribution to Participants in connection with the Directed Share Program or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, (y) arise out of or are based upon the failure of any Participant to pay for and accept delivery of Directed Shares that the Participant agreed to purchase, or (z) are related to, arise out of or are in connection with the Directed Share Program, and will reimburse the Directed Share Underwriter for any legal or other expenses reasonably incurred by the Directed Share Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that with respect to clauses (y) and (z) above, the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability is finally judicially determined to have resulted from the bad faith or gross negligence of the Directed Share Underwriter.

(ii) Promptly after receipt by the Directed Share Underwriter of notice of the commencement of any action, the Directed Share Underwriter shall, if a claim in respect thereof is to be made against the Company, notify the Company in writing of the commencement thereof; provided that the failure to notify the Company shall not relieve the Company from any liability that it may have under the preceding paragraph of this Section 10(f) except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided further that the failure to notify the Company shall not relieve it from any liability that it may have to the Directed Share Underwriter otherwise than under the preceding paragraph of this Section 10(f). In case any such action shall be brought against the Directed Share Underwriter and it shall notify the Company of the commencement thereof, the Company shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel satisfactory to the Directed Share Underwriter (who shall not, except with the consent of the Directed Share Underwriter, be counsel to the Company), and, after notice from the Company to the Directed Share Underwriter of its election so to assume the defense thereof, the Company shall not be liable to the Directed Share Underwriter under this subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by the Directed Share Underwriter, in connection with the defense thereof other than reasonable costs of investigation. The Company shall not, without the written consent of the Directed Share Underwriter, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the Directed Share Underwriter is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (x) includes an unconditional release of the Directed Share Underwriter from all liability arising out of such action or claim and (y) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of the Directed Share Underwriter.

(iii) If the indemnification provided for in this Section 10(f) is unavailable to or insufficient to hold harmless the Directed Share Underwriter under Section 10(f)(i) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then the Company shall contribute to the amount paid or payable by the Directed Share Underwriter as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Directed Share Underwriter on the other from the offering of the Directed Shares. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the Company shall contribute to such amount paid or payable by the Directed Share Underwriter in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Directed Share Underwriter on the other in connection with any statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Directed Share Underwriter on the other shall be deemed to be in the same proportion as the total net proceeds from the offering of the Directed Shares (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Directed Share Underwriter for the Directed Shares. If the loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement of a material fact or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, the relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Directed Share Underwriter on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Directed Share Underwriter agree that it would not be just and equitable if contribution pursuant to this Section 10(f)(iii) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 10(f)(iii). The amount paid or payable by the Directed Share Underwriter as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this Section 10(f)(iii) shall be deemed to include any legal or other expenses reasonably incurred by the Directed Share Underwriter in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 10(f)(iii), the Directed Share Underwriter shall not be required to contribute any amount in excess of the amount by which the total price at which the Directed Shares sold by it and distributed to the Participants exceeds the amount of any damages which the Directed Share Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(iv) The obligations of the Company under this Section 10(f) shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each employee, officer and director of the Directed Share Underwriter and each person, if any, who controls the Directed Share Underwriter within the meaning of the Act and each broker-dealer or other affiliate of the Directed Share Underwriter.

11. (a) If any Underwriter shall default in its obligation to purchase the Shares that it has agreed to purchase hereunder at a Time of Delivery, you may in your discretion arrange for you or another party or other parties reasonably satisfactory to the Company to purchase such Shares on the terms contained herein. If within thirty-six hours after such default by any Underwriter you do not arrange for the purchase of such Shares, then the Company and the Selling Stockholders shall be entitled to a further period of thirty-six hours within which to procure another party or other parties reasonably satisfactory to you to purchase such Shares on such terms. In the event that, within the respective prescribed periods, you notify the Company and the Selling Stockholders that you have so arranged for the purchase of such Shares, or the Company or a Selling Stockholder notifies you that it has so arranged for the purchase of such Shares, you or the Company or the Selling Stockholders shall have the right to postpone such Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus, or in any other documents or arrangements, and the Company agrees to file promptly any amendments or supplements to the Registration Statement or the Prospectus which in your opinion may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Shares.

(b) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you, the Company and the Selling Stockholders as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased does not exceed one-eleventh of the aggregate number of all the Shares to be purchased at such Time of Delivery, then the Company and the Selling Stockholders shall have the right to require each non-defaulting Underwriter to purchase the number of Shares which such Underwriter agreed to purchase hereunder at such Time of Delivery and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the number of Shares which such Underwriter agreed to purchase hereunder) of the Shares of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you, the Company and the Selling Stockholders as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased exceeds one-eleventh of the aggregate number of all of the Shares to be purchased at such Time of Delivery, or if the Company and the Selling Stockholders shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Shares of a defaulting Underwriter or Underwriters, then this Agreement (or, with respect to a Second Time of Delivery, the obligations of the Underwriters to purchase and of the Company and the Selling Stockholders to sell the Optional Shares) shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company or the Selling Stockholders, except for the expenses to be borne by the Company, the Selling Stockholders and the Underwriters as provided in Section 8 hereof and the indemnity and contribution agreements in Section 10 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

12. The respective indemnities, rights of contribution, agreements, representations, warranties and other statements of the Company, the Selling Stockholders and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any director, officer, employee, affiliate or controlling person of any Underwriter, or the Company or any of the Selling Stockholders, or any officer or director or controlling person of the Company, or any controlling person of any Selling Stockholder and shall survive delivery of and payment for the Shares.

13. If this Agreement shall be terminated pursuant to Section 11 hereof, neither the Company nor the Selling Stockholders shall then be under any liability to any Underwriter except as provided in Sections 8 and 10 hereof; but, if for any other reason any Shares are not delivered by or on behalf of the Company and the Selling Stockholders as provided herein, or the Underwriters decline to purchase the Shares for any reason permitted under this Agreement, the Company and each of the Selling Stockholders pro rata (based on the number of shares to be sold by the Company and the Selling Stockholder hereunder), with the number of Shares to be sold by Tyler Meade and Marshall Beard to be included, for purposes of this Section, in the number of Shares to be sold by the Company, will reimburse the Underwriters through you for all reasonable and documented out-of-pocket expenses approved in writing by you, including reasonable and documented fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of the Shares not so delivered, but the Company and the Selling Stockholders shall then be under no further liability to any Underwriter except as provided in Sections 8 and 10 hereof.

14. In all dealings hereunder, the Representatives shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by you jointly or by Goldman Sachs & Co. LLC and Citigroup Global Markets Inc. on behalf of you as the Representatives.

In accordance with the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to Goldman Sachs & Co. LLC**,** 200 West Street, New York, New York 10282, Attention: Registration Department and Citigroup Global Markets Inc, 388 Greenwich Street, New York, New York 10013, Attention: General Counsel, facsimile number: +1 (646) 291-1469; if to any Selling Stockholder shall be delivered or sent by mail, telex or facsimile transmission to counsel for such Selling Stockholder at its address set forth in Schedule II hereto; if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth on the cover of the Registration Statement, Attention: Chief Legal Officer (with a copy to Ryan J. Dzierniejko, Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001); and if to any stockholder that has delivered a lock-up letter described in Section 9(i) hereof shall be delivered or sent by mail to his or her respective address provided in Schedule III hereto or such other address as such stockholder provides in writing to the Company; provided, however, that any notice to an Underwriter pursuant to Section 10(d) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire or telex constituting such Questionnaire, which address will be supplied to the Company or the Selling Stockholders by you on request**.** Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

15. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company and the Selling Stockholders and, to the extent provided in Sections 10 and 12 hereof, the officers and directors of the Company and each person who controls the Company, any Selling Stockholder or any Underwriter, or any director, officer, employee, or affiliate of any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Shares from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

16. Time shall be of the essence of this Agreement. As used herein, the term "Business Day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

17. The Company and the Selling Stockholders acknowledge and agree that (i) the purchase and sale of the Shares pursuant to this Agreement is an arm's-length commercial transaction between the Company and the Selling Stockholders, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company or any Selling Stockholder, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of the Company or any Selling Stockholder with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company or any Selling Stockholder on other matters) or any other obligation to the Company or any Selling Stockholder except the obligations expressly set forth in this Agreement, (iv) the and each Selling Stockholder Company has consulted its own legal and financial advisors to the extent it deemed appropriate, and (v) none of the activities of the Underwriters in connection with the transactions contemplated herein constitutes a recommendation, investment advice, or solicitation of any action by the Underwriters with respect to any entity or natural person. The Company and each Selling Stockholder agrees that it will not claim that the Underwriters, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company or any Selling Stockholder, in connection with such transaction or the process leading thereto.

18. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company, the Selling Stockholders and the Underwriters, or any of them, with respect to the subject matter hereof.

19. This Agreement and any transaction contemplated by this Agreement and any claim, controversy or dispute arising under or related thereto shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of laws that would result in the application of any other law than the laws of the State of New York. The Company and each Selling Stockholder agrees that any suit or proceeding arising in respect of this Agreement or any transaction contemplated by this Agreement will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in The City and County of New York and the Company and each Selling Stockholder agrees to submit to the jurisdiction of, and to venue in, such courts.

20. The Company, each Selling Stockholder and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

21. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

22. Notwithstanding anything herein to the contrary, the Company and the Selling Stockholders are authorized to disclose to any persons the U.S. federal and state income tax treatment and tax structure of the potential transaction and all materials of any kind (including tax opinions and other tax analyses) provided to the Company and the Selling Stockholders relating to that treatment and structure, without the Underwriters imposing any limitation of any kind. However, any information relating to the tax treatment and tax structure shall remain confidential (and the foregoing sentence shall not apply) to the extent necessary to enable any person to comply with securities laws. For this purpose, "tax structure" is limited to any facts that may be relevant to that treatment.

23. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(c) As used in this section:

"BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

If the foregoing is in accordance with your understanding, please sign and return to us five counterparts hereof, and upon the acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement among each of the Underwriters and the Company and each of the Selling Stockholders. It is understood that your acceptance of this letter on behalf of each of the Underwriters is pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company and the Selling Stockholders for examination, upon request, but without warranty on your part as to the authority of the signers thereof.

Very truly yours,

Gemini Space Station, Inc.

By: _____
Name:
Title:

Selling Stockholders:

_____
Tyler Meade

_____
Marshall Beard

Accepted as of the date hereof

Goldman Sachs & Co. LLC
Citigroup Global Markets Inc.

GOLDMAN SACHS & CO. LLC

By: _____
Name:
Title:

CITIGROUP GLOBAL MARKETS INC.

By: _____
Name:
Title:

On behalf of each of the Underwriter

SCHEDULE I

Underwriter	Total Number of Firm Shares to be Purchased	Number of Optional Shares to be Purchased if Maximum Option Exercised
Goldman Sachs & Co. LLC		
Citigroup Global Markets Inc.		
Morgan Stanley & Co. LLC		
Cantor Fitzgerald & Co.		
Evercore Group L.L.C.		
Mizuho Securities USA LLC		
Truist Securities, Inc.		
Cohen & Company Capital Markets, a division of Cohen & Company Securities, LLC		
Keefe, Bruyette & Woods, Inc.		
Needham & Company, LLC		
Rosenblatt Securities Inc.		
Academy Securities, Inc.		
AmeriVet Securities, Inc.		
Total		

SCHEDULE II

	Number of Optional Shares to be Sold if Maximum Option Exercised
The Company.	
The Selling Stockholder(s):	
Tyler Meade (a)	
Marshall Beard (b)	
Total	

(a) This Selling Stockholder is represented by Skadden, Arps, Slate, Meagher & Flom LLP at One Manhattan West, New York, New York 10001.

(b) This Selling Stockholder is represented by Skadden, Arps, Slate, Meagher & Flom LLP at One Manhattan West, New York, New York 10001.

SCHEDULE III

(a) Issuer Free Writing Prospectuses not included in the Pricing Disclosure Package

Electronic roadshow dated [●], 2025

(b) Information other than the Pricing Prospectus that comprise the Pricing Disclosure Package

The initial public offering price per share for the Shares is $[●]

The number of Shares purchased by the Underwriters is [●]

[●]

(c) Written Testing-the-Waters Communications

Investor presentation dated [●], 2025

ANNEX I

FORM OF PRESS RELEASE

Gemini Space Station, Inc.
[Date]

Gemini Space Station, Inc. (the "Company") announced today that Goldman Sachs & Co. LLC and Citigroup Global Markets Inc., the lead book-running manager[s] in the Company's recent public sale of shares of Class A common stock, is [waiving] [releasing] a lock-up restriction with respect to shares of the Class A common stock held by [certain officers or directors] [an officer or director] of the Company. The [waiver] [release] will take effect on , 20 , and the shares may be sold on or after such date.

This press release is not an offer for sale of the securities in the United States or in any other jurisdiction where such offer is prohibited, and such securities may not be offered or sold in the United States absent registration or an exemption from registration under the United States Securities Act of 1933, as amended.

ANNEX II

FORM OF LOCK-UP AGREEMENT

Gemini Space Station, Inc.

Lock-Up Agreement
[●], 2025

Goldman Sachs & Co. LLC
Citigroup Global Markets Inc.

As Representatives of the several Underwriters
named in Schedule I to the Underwriting Agreement

c/o Goldman Sachs & Co. LLC
200 West Street
New York, NY 10282-2198

c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, NY 10013

Re: Gemini Space Station, Inc. – Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that you, as representatives (the "Representatives"), propose to enter into an underwriting agreement (the "Underwriting Agreement") on behalf of the several Underwriters named in Schedule I to such agreement (collectively, the "Underwriters"), with Gemini Space Station, Inc., a Nevada corporation (the "Company"), providing for a public offering (the "Public Offering") of shares (the "Shares") of the common stock, par value $0.001 per share, of the Company (the "Class A Common Stock") pursuant to a Registration Statement on Form S-1 (the "Registration Statement") to be filed with the U.S. Securities and Exchange Commission (the "SEC"). Capitalized terms used but not defined herein have the meaning assigned to them in the Underwriting Agreement.

In consideration of the agreement by the Underwriters to offer and sell the shares of Class A Common Stock, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, subject to the provisions contained herein, during the period beginning from the date of this lock-up agreement (the "Lock-Up Agreement") and continuing to and including the date 180 days after the date set forth on the final prospectus relating to the Public Offering (the "Prospectus") (such period, the "Lock-Up Period"), the undersigned shall not, and shall not cause or direct any of his, her, its or their affiliates to, (i) offer, sell, contract to sell, pledge, grant any option, right or warrant to purchase, purchase any option or contract to sell, lend or otherwise transfer or dispose of any shares of Class A Common Stock, or any options or warrants to purchase any shares of the Class A Common Stock, or any securities convertible into, exchangeable for or that represent the right to receive shares of Class A Common Stock (such options, rights, warrants or other securities, collectively, "Derivative Instruments"), including, without limitation, any such Class A Common Stock or Derivative Instruments now owned or hereafter acquired by the undersigned (collectively, the "Lock-Up Securities"), (ii) engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition (whether by the undersigned or someone other than the undersigned), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any Lock-Up Securities, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Class A Common Stock or other securities, in cash or otherwise (any such sale, loan, pledge or other disposition, or transfer of economic consequences, a "Transfer"), (iii) make any demand for or exercise any right with respect to the registration of any Lock-Up Securities, provided that, to the extent the undersigned has demand and/or piggyback registration rights, the foregoing shall not prohibit the undersigned from notifying the Company privately that it is or will be exercising its demand and/or piggyback registration rights following the expiration of the Lock-up Period and undertaking any preparations related thereto, including any confidential submission of a registration statement with the Securities and Exchange Commission during the Lock-up Period or (iv) otherwise publicly announce any intention to engage in or cause any action, activity, transaction or arrangement described in clause (i), (ii) or (iii) above. The undersigned represents and warrants that the undersigned is not, and has not caused or directed any of its affiliates to be or become, currently a party to any agreement or arrangement that provides for, is designed to or which reasonably could be expected to lead to or result in any Transfer during the Lock-Up Period (other than Transfers permitted under this Lock-Up Agreement).

Notwithstanding the foregoing, the undersigned may:

(d) transfer the undersigned's Lock-Up Securities

(i) as one or more *bona fide* gifts or charitable contributions, or for *bona fide* estate planning purposes;

(ii) upon death by will, testamentary document or intestate succession;

(iii) if the undersigned is a natural person, to any member of the undersigned's immediate family or to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned or, if the undersigned is a trust, to a trustor, trustee or beneficiary of the trust or the estate of a beneficiary of such trust or an entity wholly-owned by one or more members of the undersigned's immediate family;

(iv) to a corporation, partnership, limited liability company or other entity of which the undersigned and the immediate family of the undersigned are the legal and beneficial owner of all of the outstanding equity securities or similar interests;

(v) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (a)(i) through (iv) above;

(vi) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (as defined in Rule 405 under the Securities Act of 1933, as amended (the "Securities Act")) of the undersigned, or to any investment fund or other entity which fund or entity is controlling, controlled by, managing or managed by or under common control with the undersigned or affiliates of the undersigned, or (B) as part of a distribution, transfer or disposition by the undersigned to its stockholders, limited partners, general partners, limited liability company members or other equityholders or to the estate of any such stockholders, limited partners, general partners, limited liability company members or other equityholders;

(vii) by operation of law, such as pursuant to a qualified domestic order, divorce settlement, divorce decree, separation agreement or other court or regulatory agency order;

(viii) to the Company from an employee of the Company upon death, disability or in connection with the termination of employment, in each case, of such employee;

(ix) if the undersigned is not an officer or director of the Company, in connection with a sale of the undersigned's shares of Class A Common Stock acquired (A) from the Underwriters in the Public Offering or (B) in open market transactions after the closing date of the Public Offering;

(x) to the Company in connection with the vesting, settlement or exercise of restricted stock units ("RSUs"), restricted stock, options, warrants, or other rights to purchase shares of Class A Common Stock (including, in each case, by way of "net" or "cashless" exercise) that are scheduled to expire or vest during the Lock-Up Period, including any transfer to the Company for the payment of tax withholdings or remittance payments due as a result of the vesting, settlement or exercise of such RSUs, restricted stock, options, warrants or other rights, or in connection with the conversion or exchange of convertible or exchangeable securities of the Company or any of its subsidiaries, in all such cases pursuant to equity awards granted under a stock incentive plan or other equity award plan or arrangement, or pursuant to the terms of convertible or exchangeable securities, as applicable, each as described in the Prospectus; provided that any securities received upon such vesting, settlement, exercise or conversion that are not transferred to cover any such tax obligations shall be subject to the terms of this Lock-Up Agreement;

(xi) in connection with the sale or other transfer of the undersigned's shares of Class A Common Stock to satisfy any tax obligations or payments due as a result of (A) the exercise of stock options, if such options expire or the post-termination exercise period applicable to such options expire during the Lock-Up Period or (B) the settlement of RSUs pursuant to awards granted under a stock incentive plan or other equity award plan or arrangement described in the Prospectus, provided that, in each case, any securities received upon such exercise or settlement that are not transferred to cover any such tax obligations shall be subject to the terms of this Lock-Up Agreement;

(xii) to the Company in connection with the conversion, exchange or reclassification of any outstanding equity securities of the Company into shares of Class A Common Stock, or any reclassification, exchange or conversion of the Class A Common Stock, in each case as described and as contemplated in the Prospectus; provided that any such shares of Class A Common Stock received upon such conversion, exchange or reclassification shall be subject to the terms of this Lock-Up Agreement;

(xiii) in "sell to cover" or similar open market transactions (including, without limitation, sales pursuant to any written plan meeting the requirements of Rule 10b5-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") relating to the transfer, sale or other disposition of the undersigned's Lock-Up Securities) during the Lock-Up Period to satisfy tax withholding obligations as a result of the exercise, vesting and/or settlement of Company equity awards (including options and RSUs) held by the undersigned and issued pursuant to a plan or arrangement described in the Prospectus;

(xiv) with the prior written consent of the Representatives on behalf of the Underwriters; or

(xv) to the Underwriters pursuant to the Underwriting Agreement; provided that (A) in the case of clauses (a)(i), (ii), (iii), (iv), (v) and (vi) above, such transfer or distribution shall not involve a disposition for value, (B) in the case of clauses (a)(i), (ii), (iii), (iv), (v), (vi) and (vii) above, it shall be a condition to the transfer or distribution that the donee, devisee, transferee or distributee, as the case may be, shall sign and deliver a lock-up agreement in the form of this Lock-Up Agreement, (C) in the case of clauses (a)(i) (ii), (iii), (iv), (v), (vi) (vii), (viii), (ix), (x), (xi), (xii) and (xiii) above, no filing by any party (including, without limitation, any donor, donee, devisee, transferor, transferee, distributor or distributee) under the Exchange Act, or other public filing, report or announcement shall be voluntarily made, and if any such filing, report or announcement shall be legally required during the Lock-Up Period, such filing, report or announcement shall clearly indicate in the footnotes thereto (A) the circumstances of such transfer or distribution and (B) in the case of a transfer or distribution pursuant to clauses (a)(i) or (vii) above, that the donee, devisee, transferee or distributee has agreed to be bound by a lock-up agreement in the form of this Lock-Up Agreement;

(e) enter into a written plan meeting the requirements of Rule 10b5-1 under the Exchange Act relating to the transfer, sale or other disposition of the undersigned's Lock-Up Securities, if then permitted by the Company, provided that none of the securities subject to such plan may be transferred, sold or otherwise disposed of until after the expiration of the Lock-Up Period and no public announcement, report or filing under the Exchange Act, or any other public filing, report or announcement, shall be voluntarily made regarding the establishment of such plan during the Lock-Up Period, and if any such filing, report or announcement shall be legally required during the Lock-Up Period, such filing, report or announcement shall include a statement that none of the securities subject to such plan may be transferred, sold or otherwise disposed of pursuant to such plan until after the expiration of the Lock-Up Period; and

(f) transfer the undersigned's Lock-Up Securities pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by the Board of Directors of the Company and made to all holders of the Company's capital stock involving a Change of Control (as defined below) of the Company; provided that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the undersigned's Lock-Up Securities shall remain subject to the provisions of this Lock-Up Agreement.

If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any issuer-directed or other Shares the undersigned may purchase in the Public Offering.

For purposes of this Lock-Up Agreement, (i) "immediate family" shall mean any relationship by blood, current or former marriage, domestic partnership or adoption, not more remote than first cousin and (ii) "Change of Control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons, of capital stock if, after such transfer, such person or group of affiliated persons would hold at least a majority of the total voting power of the voting securities of the Company (or the surviving entity).

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or "group" (within the meaning of Section 13(d)(3) of the Exchange Act), beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned, other than a natural person, entity or "group" (as described above) that has executed a letter agreement in substantially the same form as this Lock-Up Agreement.

If the undersigned is an officer or director of the Company, (i) the Representatives agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Class A Common Stock, the Representatives will notify the Company of the impending release or waiver, and (ii) the Company has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service (or such other method approved by the Representatives that satisfies the requirements of FINRA Rule 5131(d)(2)) at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Representatives hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (i) the release or waiver is effected solely to permit a transfer not for consideration or that is to an immediate family member as defined in FINRA Rule 5130(i)(5) and (ii) the transferee has agreed in writing to be bound by the same terms described in this Lock-Up Agreement to the extent and for the duration that such terms remain in effect at the time of the transfer.

The undersigned now has, and, except as contemplated by clauses (a) and (c) of the third paragraph of this Lock-Up Agreement, for the duration of this Lock-Up Agreement will have, good and marketable title to the undersigned's Lock-Up Securities, free and clear of all liens, encumbrances and claims whatsoever. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's Lock-Up Securities except in compliance with the foregoing restrictions.

The undersigned acknowledges and agrees that none of the Underwriters has made any recommendation or provided any investment or other advice to the undersigned with respect to this Lock-Up Agreement or the subject matter hereof, and the undersigned has consulted his, her, its, or their own legal, accounting, financial, regulatory, tax and other advisors with respect to this Lock-Up Agreement and the subject matter hereof to the extent the undersigned has deemed appropriate. The undersigned further acknowledges and agrees that, although the Underwriters may have provided or hereafter provide to the undersigned in connection with the Public Offering a Form CRS and/or certain other disclosures as contemplated by Regulation Best Interest, the Underwriters have not made and are not making a recommendation to the undersigned to enter into this Lock-Up Agreement or to transfer, sell or dispose of, or to refrain from transferring, selling or disposing of, any Class A Common Stock, and nothing set forth in such disclosures or herein is intended to suggest that any Underwriter is making such a recommendation.

This Lock-Up Agreement shall automatically terminate and the undersigned shall be released from all of his, her or its obligations hereunder upon the earlier of (i) the date on which the Registration Statement filed with the SEC with respect to the Public Offering is withdrawn, (ii) the date on which for any reason the Underwriting Agreement is terminated (other than the provisions thereof that survive termination) prior to payment for and delivery of the Shares to be sold thereunder (other than pursuant to the Underwriters' option thereunder to purchase additional Shares), (iii) the date on which the Company notifies the Representatives, in writing and prior to the execution of the Underwriting Agreement, that it does not intend to proceed with the Public Offering and (iv) October 31, 2025, in the event that the Underwriting Agreement has not been executed by such date (provided, however, that the Company may, by written notice to the undersigned prior to such date, extend such date by a period of up to an additional 90 days).

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns. The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement. This Lock-Up Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflict of laws that would result in the application of any law other than the laws of the State of New York. This Lock-Up Agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.echosign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature page follows]

Very truly yours,

IF AN INDIVIDUAL:

By: _____
(duly authorized signature)

Name: _____
(please print full name)

IF AN ENTITY:

_____
(please print complete name of entity)

By: _____
(duly authorized signature)

Name: _____
(please print full name)

Title: _____
(please print full title)

[Signature Page to Lock-Up Agreement]

Exhibit 2.1

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is made and entered into as of [·], 2025, by and between Gemini Astronaut Corps, LLC, a Delaware limited liability company ("Astro"), and Gemini Space Station, Inc., a Nevada corporation ("GSS" and, together with Astro, the "Parties", and each a "Party").

RECITALS

WHEREAS, GSS is a corporation duly organized and validly existing under the laws of the State of Nevada;

WHEREAS, the board of directors of GSS has unanimously determined that it is advisable and in the best interests of GSS and its sole stockholder, and declared it advisable, to conduct (i) an underwritten initial public offering of GSS (the "IPO"); and (ii) a series of restructuring transactions to facilitate the IPO;

WHEREAS, Astro is a limited liability company duly organized and validly existing under the laws of the State of Delaware;

WHEREAS, the Parties desire that Astro merge with and into GSS (the "Merger"), upon the terms and conditions set forth in this Agreement and in accordance with Section 18-209 of the Limited Liability Company Act of the State of Delaware (the "DLLCA") and Section 92A.190 of the Nevada Revised Statutes (the "NRS");

WHEREAS, Astro is the holding entity for all of the "Common Units" and "Catch Up Common Units" of Gemini Space Station, LLC, a Nevada limited liability company ("GSS LLC") (as such "Common Units" and "Catch Up Common Units" are defined in the Amended and Restated Operating Agreement of GSS LLC, dated as of August 14, 2025 (as may be further supplemented, amended or restated in accordance with its terms, the "Operating Agreement"), with Astro maintaining a corresponding Common Unit and Catch Up Unit for each GSS LLC Common Unit and Catch Up Unit, as well as profits interests (the "Profits Interests"), phantom profits interests (the "Phantom Profits Interests") and a class of non-economic Management Units (the "Management Units") therein. Immediately prior to the Effective Time (as defined in Section 1.4), the members of Astro will be the holders of [·] Common Units, [·] Catch Up Common Units, [·] Profits Interests, [·] Phantom Profits Interests and [·] Management Units of Astro, which represents all of the issued and outstanding Common Units, Catch Up Common Units, Profits Interests, Phantom Profits Interests and Management Units of Astro (collectively, the "Astro Units");

WHEREAS, the managing member of Astro (the "Managing Member") has determined that this Agreement and the transactions contemplated by this Agreement, including the Merger, are advisable and in the best interests of Astro and the members of Astro and has adopted and approved this Agreement and the transactions contemplated by this Agreement;

WHEREAS, the board of directors and sole stockholder of GSS has determined that this Agreement and the transactions contemplated by this Agreement are advisable and in the best interest of GSS and the sole stockholder of GSS and adopted and approved this Agreement and the transactions contemplated hereby;

WHEREAS, as part of the series of restructuring transactions in connection with the IPO, each of Morgan Creek Gemini SPV, Inc., a Delaware corporation ("Morgan Creek"), PGF Blocker Holdings LLC, a Delaware limited liability company ("PGF"), Gemini MVP Blocker, Inc., a Delaware corporation ("MVP"), Draper Associates VI Blocker, LLC, a Delaware limited liability ("Draper Associates"), DraperDragon DAF II Blocker, LLC, a Delaware limited liability company ("DraperDragon"), Boost Cockroach Gemini, Inc., a Delaware corporation ("Boost"), Helium-3 Gemini, Ltd., a Delaware Corporation ("Helium"), 10T DAE G Blocker, LLC, a Delaware limited liability company ("10T DAE"), 10T G Co-Invest Blocker, LLC a Delaware limited liability company ("10T G") and Tessera Venture Partners Fund II, Inc., a Delaware Corporation ("Tessera" and together with Morgan Creek, PGF, MVP, Draper Associates, DraperDragon, Boost, Helium, 10T DAE and 10T G each a "Blocker" and collectively, the "Blockers") intends to merge with and into GSS (together, the "Blocker Mergers");

WHEREAS, as part of the series of restructuring transactions in connection with the IPO, Gemini Merger Sub, LLC, a newly-formed wholly-owned subsidiary of GSS ("Merger Sub") intends to merge with and into GSS LLC (the "GSS LLC Merger", and together with the Merger and the Blocker Mergers, the "Restructuring Mergers"); and

WHEREAS, for U.S. federal income tax purposes, the Parties intend that (a) the Merger be treated as a contribution by Astro of all of its assets to GSS in exchange for Class A Common Stock (as defined below) and the assumption by GSS of Astro's liabilities, followed by a distribution of such Class A Common Stock in liquidation of Astro, and (b) taking into account the Restructuring Mergers, the Merger qualifies as part of an exchange described in Section 351 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the premises, and of the mutual agreements and covenants contained herein, the Parties hereby agree as follows:

ARTICLE I

The Merger; Effective Time

1.1 The Merger. At the Effective Time, Astro shall be merged with and into GSS and the separate existence of Astro shall thereupon cease. GSS shall be the surviving corporation in the Merger (the "Surviving Corporation") and shall continue to be a corporation governed by the NRS, and the separate existence of GSS with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger.

1.2 Effects of Merger.

(a) The Merger shall have the effects set forth in the applicable provisions of the DLLCA and the NRS. At the Effective Time, all (i) rights, privileges, powers and franchises of Astro and GSS (subject to all the restrictions, disabilities and duties of Astro and GSS, respectively); (ii) assets, property, real, personal and mixed, belonging to Astro and GSS; and (iii) debts due to Astro and GSS on whatever account; shall succeed to, be vested in and become the property of the Surviving Corporation without any further act or deed as they were of Astro and GSS, respectively.

(b) As a result of the Merger, the members of Astro will exchange their Astro Units for shares of Class A common stock, par value $0.001 per share, of the Surviving Corporation (the "Class A Common Stock"), at which time the Astro Units will cease to exist, and all members of Astro shall cease to have any rights as a member of Astro, except the right to receive the Class A Common Stock pursuant to Section 4.1 below.

1.3 Filings. The authorized officers, representatives, employees or agents of each of the Parties shall take all actions as may be required for effectuating the Merger, including without limitation, signing and filing a certificate of merger with the Delaware Secretary of State (the "Certificate of Merger") and articles of merger with the Nevada Secretary of State (the "Articles of Merger").

1.4 Effective Time. The Merger shall be effective at such time as the Articles of Merger are duly filed with the Nevada Secretary of State or at such later date and/or time as the Parties shall agree and specify in the Certificate of Merger in accordance with the DLLCA and in the Articles of Merger in accordance with the NRS (the time of such filing, or such later effective date and/or time specified in the Certificate of Merger and Articles of Merger being the "Effective Time").

ARTICLE II

Articles of Incorporation and Bylaws of the Surviving Corporation

2.1 Articles of Incorporation. The articles of incorporation of GSS in effect immediately prior to the Effective Time shall remain the articles of incorporation of the Surviving Corporation at and immediately after the Effective Time, without amendment until duly amended in accordance with the terms thereof and the NRS.

2.2 Bylaws. The bylaws of GSS in effect immediately prior to the Effective Time shall remain the bylaws of the Surviving Corporation at and immediately after the Effective Time, without amendment until amended in accordance with the terms thereof and the NRS.

ARTICLE III

Officers of the Surviving Corporation

3.1 Directors and Officers. The directors and officers of GSS immediately prior to the Effective Time shall be and remain the directors and officers, respectively, of the Surviving Corporation immediately after the Effective Time, each to hold office in accordance with the provisions of the articles of incorporation and bylaws of the Surviving Corporation until their successors are duly elected or appointed and qualified, or until their earlier removal, death, resignation or disqualification.

ARTICLE IV

Conversion and Distribution of Securities

4.1 Cancellation of Astro Units. At the Effective Time, by virtue of the Merger and without any action on the part of Astro or the Managing Member, each of the Astro Units will no longer be outstanding, will be canceled and retired and will cease to exist, and in exchange therefor, each holder of an Astro Unit will cease to have any rights with respect thereto, and such holders of Astro Units shall receive fully paid and nonassessable shares of Class A Common Stock of the Surviving Corporation as set forth on Schedule 1 of this Agreement.

4.2 Stock of GSS. At the Effective Time, all issued and outstanding shares of capital stock and all treasury shares of GSS shall remain unchanged and shall continue to be the issued and outstanding shares of capital stock and treasury shares, respectively, of the Surviving Corporation.

ARTICLE V

Representations and Warranties

5.1 Mutual Representations and Warranties. Each of the Parties hereby represents and warrants to the other that, as of the date hereof:

(a) Organization, Good Standing and Qualification. It is a legal entity duly organized, validly existing and in good standing under the laws of its respective jurisdiction of organization and has all requisite corporate or similar company power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted and is duly qualified or licensed to do business and is in good standing as a foreign corporation or other legal entity in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification or licensing, except where the failure to be so organized, qualified, licensed or in such good standing, or to have such power or authority, would not, individually or in the aggregate, be reasonably likely to prohibit, prevent, materially impair or materially delay the transactions contemplated by this Agreement;

(b) Authority. It has all necessary corporate or other company power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by it and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or other company action, and no other corporate or other company proceedings on its part to authorize the execution, delivery and performance of this Agreement or to consummate the transactions are so contemplated. This Agreement has been duly and validly executed and delivered by it and, assuming the due authorization, execution and delivery hereof by the other Party, constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law); and

(c) Litigation. There are no civil, criminal or administrative actions, suits, claims, oppositions, disputes, litigations, objections, hearings, arbitrations, mediations, investigations, audit, complaint, charge, governmental inquiry or other proceedings, in each case, brought, conducted or heard by or before, or otherwise involving, any court or other governmental entity or any arbitrator or arbitration panel pending or threatened against or affecting it or any of their respective properties or assets or any of its officers, directors or employees in such capacity before any governmental entity, which would, individually or in the aggregate, be reasonably likely to prohibit, prevent, materially impair or materially delay the consummation of the transactions contemplated by this Agreement. Neither it nor any of its respective assets, rights or properties is a party to or subject to any judgment of any governmental entity which would, individually or in the aggregate, be reasonably likely to prohibit, prevent, materially impair or materially delay the consummation of the transactions contemplated by this Agreement.

ARTICLE VI

Termination

6.1 Termination by Mutual Consent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, by the mutual written consent of the Parties.

6.2 Effect of Termination and Abandonment. In the event of termination of this Agreement and abandonment of the Merger pursuant to Section 6.1, no Party (or any of its members, stockholders, managers, directors or officers) shall have any liability or further obligation to the other Party to this Agreement.

ARTICLE VII

Miscellaneous and General

7.1 Modification or Amendment. Subject to applicable laws, at any time prior to the Effective Time, the Parties may modify or amend this Agreement, by mutual written agreement executed and delivered by duly authorized officers or representatives of the respective Parties.

7.2 Counterparts. This Agreement may be executed in any number of counterparts and with electronic signatures, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. Electronic transmission of PDF or other copies of signed original signature pages of this Agreement shall have the same effect as delivery of the signed originals.

7.3 Further Actions. Each Party hereby agrees to execute and deliver such further instruments and take such other actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

7.4 Governing Law. Except to the extent the provisions of the NRS are applicable to the Merger or to the standard of conduct of the directors and officers of GSS under the NRS, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction).

7.5 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.5.

7.6 Captions. The Article and Section captions herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed as of the date first written above.

GEMINI SPACE STATION, INC.

By: _____
Name: [·]
Title: [·]

GEMINI ASTRONAUT CORPS, LLC

By: _____
Name: [·]
Title: [·]

[*Signature Page to Agreement and Plan of Merger between Gemini Astronaut Corps, LLC and Gemini Space Station, Inc.*]

Exhibit 2.2

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is made and entered into as of [●], 2025, by and among Morgan Creek Gemini SPV, Inc., a Delaware corporation ("Morgan Creek"), PGF Blocker Holdings LLC, a Delaware limited liability company ("PGF"), Gemini MVP Blocker, Inc., a Delaware corporation ("MVP"), Draper Associates VI Blocker, LLC, a Delaware limited liability ("Draper Associates"), DraperDragon DAF II Blocker, LLC, a Delaware limited liability company ("DraperDragon"), Boost Cockroach Gemini, Inc., a Delaware corporation ("Boost"), Helium-3 Gemini, Ltd., a Delaware Corporation ("Helium"), 10T DAE G Blocker, LLC, a Delaware limited liability company ("10T DAE"), 10T G Co-Invest Blocker, LLC a Delaware limited liability company ("10T G") and Tessera Venture Partners Fund II, Inc., a Delaware Corporation ("Tessera" and together with Morgan Creek, PGF, MVP, Draper Associates, DraperDragon, Boost, Helium, 10T DAE and 10T G each a "Blocker" and collectively, the "Blockers"), and Gemini Space Station, Inc., a Nevada corporation ("GSS" and, together with the Blockers, the "Parties", and each a "Party").

RECITALS

WHEREAS, GSS is a corporation duly organized and validly existing under the laws of the State of Nevada;

WHEREAS, the board of directors of GSS has unanimously determined that it is advisable and in the best interests of GSS and its sole stockholder, and declared it advisable, to conduct (i) an underwritten initial public offering of GSS (the "IPO"); and (ii) a series of restructuring transactions to facilitate the IPO;

WHEREAS, each Blocker is a limited liability company or corporation, as applicable, duly organized and validly existing under the laws of the State of Delaware;

WHEREAS, the Parties desire that each Blocker merges with and into GSS (each, a "Merger, and collectively, the "Mergers"), upon the terms and conditions set forth in this Agreement and in accordance with Section 251 of the General Corporation Law of the State of Delaware (the "DGCL"), Section 18-209 of the Limited Liability Company Act of the State of Delaware (the "DLLCA") and Section 92A.190 of the Nevada Revised Statutes (the "NRS"), in each case, as applicable;

WHEREAS, the Blockers own [●] of Series B Preferred Units (the "Series B Preferred Units") of Gemini Space Station, LLC ("GSS LLC");

WHEREAS, at the Effective Time, GSS LLC will engage in a Corporation Conversion (as defined in the Amended and Restated Operating Agreement of GSS LLC, dated as of August 14, 2025 (as may be further supplemented, amended or restated in accordance with its terms, the "Operating Agreement"), pursuant to which the Series B Preferred Units shall be converted into Common Units of GSS LLC in accordance with the Operating Agreement;

WHEREAS, the validly authorized and empowered applicable managerial body of each Blocker (each, a "Managerial Body") has determined that this Agreement and the transactions contemplated by this Agreement, to the extent applicable to such Blocker, are advisable and in the best interests of such Blocker and its respective members and shareholders (the "Interest Holders") and has adopted and approved this Agreement and the transactions contemplated by this Agreement, in each case as related to such Blocker;

WHEREAS, the board of directors and GSS LLC, as the sole stockholder of GSS, have determined that this Agreement and the transactions contemplated by this Agreement, including the Mergers are advisable and in the best interests of GSS and its sole stockholder, and the board of directors has adopted and approved, this Agreement and the transactions contemplated by this Agreement;

WHEREAS, as part of the series of restructuring transactions in connection with the IPO, Gemini Astronaut Corps, LLC intends to merge with and into GSS (the "Astro Merger");

WHEREAS, as part of the series of restructuring transactions in connection with the IPO, Gemini Merger Sub, LLC, a newly-formed wholly-owned subsidiary of GSS ("Merger Sub") intends to merge with and into GSS LLC (the "GSS LLC Merger", and together with the Mergers and the Astro Merger, the "Gemini Mergers"); and

WHEREAS, for U.S. federal income tax purposes, the Parties intend that (i) each Merger be treated as a "reorganization" under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations thereunder, to which each of GSS and the applicable Blocker are to be parties under Section 368(b) of the Code, and (ii) this Agreement constitutes a "plan of reorganization" for purposes of Sections 354, 361 and 368 of the Code and within the meaning of Treasury Regulations section 1.368-2(g) (collectively, the "Intended Tax Treatment").

NOW, THEREFORE, in consideration of the premises, and of the mutual agreements and covenants contained herein, the Parties hereby agree as follows:

ARTICLE I

The Mergers; Effective Time

1.1 The Mergers. At the Effective Time, each Blocker shall be merged with and into GSS and the separate existence of such Blocker shall thereupon cease. GSS shall be the surviving corporation in each of the Mergers (the "Surviving Corporation") and shall continue to be a corporation governed by the NRS, and the separate existence of GSS with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Mergers.

1.2 Effects of Mergers.

(a) The Mergers shall have the effects set forth in the applicable provisions of the DGCL, DLLCA and the NRS. At the Effective Time, all (i) rights, privileges, powers and franchises of the Blockers and GSS (subject to all the restrictions, disabilities and duties of the Blockers and GSS, respectively); (ii) assets, property, real, personal and mixed, belonging to the Blockers and GSS; and (iii) debts due to the Blockers and GSS on whatever account; shall succeed to, be vested in and become the property of the Surviving Corporation without any further act or deed as they were of the Blockers and GSS, respectively.

(b) As a result of each Merger, the Interest Holders of the applicable Blocker will exchange their units or shares, as applicable, in such Blocker (the "Blocker Interests") for shares of Class A common stock, par value $0.001 per share, of the Surviving Corporation (the "Class A Common Stock"), at which time the Blocker Interests will cease to exist, and such Interest Holders shall cease to have any rights as an Interest Holder of the applicable Blocker, except the right to receive the Class A Common Stock pursuant to Section 4.1 below.

1.3 Filings. The authorized officers, representatives, employees or agents of each of the Parties shall take all actions as may be required for effectuating the Mergers with respect to such Party, including without limitation, signing and filing a certificate of merger with the Delaware Secretary of State (the "Certificate of Merger") and articles of merger with the Nevada (the "Articles of Merger").

1.4 Effective Time. The Mergers shall be effective at such time as the Articles of Merger are duly filed with the Nevada Secretary of State or at such later date and/or time as the Parties shall agree and specify in the Certificate of Merger in accordance with the DGCL or DLLCA, as applicable, and in the Articles of Merger in accordance with the NRS (the time of such filing, or such later effective date and/or time specified in the Certificate of Merger and Articles of Merger being the "Effective Time").

ARTICLE II

Articles of Incorporation and Bylaws of the Surviving Corporation

2.1 Articles of Incorporation. The articles of incorporation of GSS in effect immediately prior to the Effective Time shall remain the articles of incorporation of the Surviving Corporation at and immediately after the Effective Time, without amendment until duly amended in accordance with the terms thereof and the NRS.

2.2 Bylaws. The bylaws of GSS in effect immediately prior to the Effective Time shall remain the bylaws of the Surviving Corporation at and immediately after the Effective Time, without amendment until amended in accordance with the terms thereof and the NRS.

ARTICLE III

Officers of the Surviving Corporation

3.1 Directors and Officers. The directors and officers of GSS immediately prior to the Effective Time shall be and remain the directors and officers, respectively, of the Surviving Corporation immediately after the Effective Time, each to hold office in accordance with the provisions of the articles of incorporation and bylaws of the Surviving Corporation until their successors are duly elected or appointed and qualified, or until their earlier removal, death, resignation or disqualification.

ARTICLE IV

Conversion and Distribution of Securities

4.1 Cancellation of Blocker Interests. At the Effective Time, by virtue of the applicable Merger and without any action on the part of the applicable Blocker or the Managerial Body of such Blocker, each of the Blocker Interests of such Blocker will no longer be outstanding, will be canceled and retired and will cease to exist, and in exchange therefor, the Interest Holders of such Blocker will cease to have any rights thereto, and such Interest Holders shall receive fully paid and nonassessable shares of Class A Common Stock of the Surviving Corporation as set forth on Schedule 1 of this Agreement.

4.2 Stock of GSS. At the Effective Time, all issued and outstanding shares of capital stock and all treasury shares of GSS shall remain unchanged and shall continue to be the issued and outstanding shares of capital stock and treasury shares, respectively, of the Surviving Corporation.

ARTICLE V

Representations and Warranties

5.1 Mutual Representations and Warranties. Each of the Parties hereby represents and warrants to the other that, as of the date hereof:

(a) Organization, Good Standing and Qualification. It is a legal entity duly organized, validly existing and in good standing under the laws of its respective jurisdiction of organization and has all requisite corporate or similar power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted and is duly qualified or licensed to do business and is in good standing as a foreign corporation or other legal entity in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification or licensing, except where the failure to be so organized, qualified, licensed or in such good standing, or to have such power or authority, would not, individually or in the aggregate, be reasonably likely to prohibit, prevent, materially impair or materially delay the transactions contemplated by this Agreement;

(b) Authority. It has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by it and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or other company action, and no other corporate or other company proceedings on its part to authorize the execution, delivery and performance of this Agreement or to consummate the transactions are so contemplated. This Agreement has been duly and validly executed and delivered by it and, assuming the due authorization, execution and delivery hereof by the other Party, constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law); and

(c) Litigation. There are no civil, criminal or administrative actions, suits, claims, oppositions, disputes, litigations, objections, hearings, arbitrations, mediations, investigations, audit, complaint, charge, governmental inquiry or other proceedings, in each case, brought, conducted or heard by or before, or otherwise involving, any court or other governmental entity or any arbitrator or arbitration panel pending or threatened against or affecting it or any of their respective properties or assets or any of its officers, directors or employees in such capacity before any governmental entity, which would, individually or in the aggregate, be reasonably likely to prohibit, prevent, materially impair or materially delay the consummation of the transactions contemplated by this Agreement. Neither it nor any of its respective assets, rights or properties is a party to or subject to any judgment of any governmental entity which would, individually or in the aggregate, be reasonably likely to prohibit, prevent, materially impair or materially delay the consummation of the transactions contemplated by this Agreement.

(d) Prior Activities. Each of the Blockers, severally and solely with respect to itself, represents and warrants to GSS that such Blocker (i) does not directly or indirectly hold any equity securities of any natural person, general or limited partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated organization, joint venture, firm, association or any other entity or organization (a "Person") other than GSS LLC, (ii) except for liabilities incurred, and assets received, in connection with Taxes payable by such Blocker, does not have any assets, operations, liabilities, employees or contracts and is not subject to any liens and (iii) has not engaged in any other business. Such Blocker was formed for the sole purpose of, and such Blocker has conducted no activity other than, holding the Series B Preferred Units held by such Blocker and any activities ancillary or related thereto.

(e) Tax Matters. Except as set forth on Schedule 5.1(e), each of the Blockers, severally and solely with respect to itself, represents and warrants to GSS: (i) no Person has waived any statute of limitations with respect to any Taxes, agreed to, requested or been granted any extension of time for filing any Tax Return that has not been filed, or agreed to, requested or been granted any extension of a period in which any Tax may be assessed or collected by any taxing authority, in each case by or on behalf of such Blocker; (ii) such Blocker has filed all Tax Returns with respect to any taxable period beginning prior to January 1, 2025, whether or not due before the Effective Date, and such Tax Returns were prepared and filed in a manner consistent with the Schedule K-ls received from GSS LLC; (iii) no audit, examination, or other administrative or judicial proceeding with respect to Taxes of such Blocker is currently pending or has been threatened in writing by any taxing authority; and (iv) such Blocker has been classified as an association taxable as a corporation for U.S. federal and applicable state and local Tax purposes since the date of its formation.

(f) Capitalization of the Company. As of the date of this Agreement, and as set forth on Schedule 1 which depicts the true and accurate capitalization of the Surviving Corporation, all of the issued and outstanding shares of Class A Common Stock or other securities of the Surviving Corporation will have been duly authorized, are validly issued, were not issued in violation of any pre-emptive rights and are fully paid and non-assessable, and were issued in full compliance with the laws of the state of Nevada. There are no agreements purporting to restrict the transfer of capital, no voting agreements, shareholders' agreements, voting trusts, or other arrangements restricting or affecting the voting of the Class A Common Stock or other securities. There are not, and will not be as of the date of this Agreement, any equity securities issued or issuable or other securities which can be converted into any class of equity securities of the Surviving Corporation.

ARTICLE VI

Termination

6.1 Termination by Mutual Consent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, by the mutual written consent of the Parties.

6.2 Effect of Termination and Abandonment. In the event of termination of this Agreement and abandonment of the Merger pursuant to Section 6.1, no Party (or any of its members, stockholders, managers, directors or officers) shall have any liability or further obligation to the other Parties to this Agreement.

ARTICLE VII

Miscellaneous and General

7.1 Modification or Amendment. Subject to applicable laws, at any time prior to the Effective Time, the Parties may modify or amend this Agreement, by mutual written agreement executed and delivered by duly authorized officers or representatives of the respective Parties.

7.2 Counterparts. This Agreement may be executed in any number of counterparts and with electronic signatures, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. Electronic transmission of PDF or other copies of signed original signature pages of this Agreement shall have the same effect as delivery of the signed originals.

7.3 Further Actions. Each Party hereby agrees to execute and deliver such further instruments and take such other actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

7.4 Governing Law. Except to the extent the provisions of the NRS are applicable to the Mergers or to the standard of conduct of the directors and officers of GSS under the NRS, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction).

7.5 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.5.

7.6 Captions. The Article and Section captions herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

7.7 Tax Covenants.

(a) Each Party shall (i) use its reasonable best efforts to cause any Merger to which such Party is a party to qualify for the Intended Tax Treatment, and will not take (or cause of permit any of its affiliates to take) any action likely to cause such Merger to fail to qualify for the Intended Tax Treatment; (ii) report any Merger to which such Party is a party consistent with the Intended Tax Treatment and not take any inconsistent position on any Tax Return or in any audit or administrative or court proceeding related to Taxes, in each case, except as otherwise required pursuant to a "determination" within the meaning of Section 1313(a) of the Code and (iii) reasonably cooperate with GSS to provide such information and documentation as is reasonably necessary for GSS to prepare and file any Tax Return required to be filed with respect to such Party following the Effective Time.

(b) Notwithstanding any provision in this Agreement to the contrary, none of GSS, GSS LLC or any of their respective equityholders or affiliates shall have any liability or obligation to any Interest Holder should the Mergers not qualify for the Intended Tax Treatment. Each Party acknowledges and agrees that it is relying upon its own tax advisor as to the Tax consequences of the Mergers to such Party.

(c) For purposes of this Agreement, (i) "Tax" (and, with correlative meaning, "Taxes") means all federal, state, local or non-U.S. taxes, charges, fees, levies, duties, tariffs, imposts, or other similar assessments or liabilities in the nature of taxes imposed by a taxing authority, together with any interest, penalties, assessments or additions to tax, whether disputed or not; and (ii) "Tax Returns" means all reports, returns, forms, declarations, statements or other document, including any supplement, schedule or attachment thereto and any amendment thereof, supplied to or required to be supplied to a taxing authority in connection with the determination, assessment, administration, or collection of Taxes.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed as of the date first written above.

GEMINI SPACE STATION, INC.

By: _____
Name: [●]
Title: [●]

MORGAN CREEK GEMINI SPV, INC.

By: _____
Name: [●]
Title: [●]

PGF BLOCKER HOLDINGS LLC

By: _____
Name: [●]
Title: [●]

GEMINI MVP BLOCKER, INC.

By: _____
Name: [●]
Title: [●]

[*Signature Page to Agreement and Plan of Merger between the Blockers and Gemini Space Station, Inc.*]

DRAPER ASSOCIATES VI BLOCKER, LLC

By: _____
Name: [●]
Title: [●]

DRAPERDRAGON DAF II BLOCKER, LLC

By: _____
Name: [●]
Title: [●]

BOOST COCKROACH GEMINI, INC.

By: _____
Name: [●]
Title: [●]

HELIUM-3 GEMINI, LTD.

By: _____
Name: [●]
Title: [●]

[*Signature Page to Agreement and Plan of Merger between the Blockers and Gemini Space Station, Inc.*]

10T DAE G BLOCKER, LLC

By: _____
Name: [●]
Title: [●]

10T G CO-INVEST BLOCKER, LLC

By: _____
Name: [●]
Title: [●]

TESSERA VENTURE PARTNERS FUND II, INC.

By: _____
Name: [●]
Title: [●]

[*Signature Page to Agreement and Plan of Merger between the Blockers and Gemini Space Station, Inc.*]

SCHEDULE I

[See Attached]

Exhibit 2.3

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is made and entered into as of [·], 2025, by and between Gemini Merger Sub, LLC, a Nevada limited liability company ("Merger Sub"), Gemini Space Station, LLC, a Nevada limited liability Company ("GSS LLC"), and Gemini Space Station, Inc., a Nevada corporation ("GSS" and, together with Merger Sub and GSS LLC, the "Parties", and each a "Party").

RECITALS

WHEREAS, GSS LLC is a limited liability company duly organized and validly existing under the laws of the State of Nevada;

WHEREAS, Merger Sub is a limited liability company duly organized and validly existing under the laws of the State of Nevada;

WHEREAS, the Parties desire that Merger Sub merge with and into GSS LLC with GSS LLC being the surviving entity (the "Merger"), upon the terms and conditions set forth in this Agreement and in accordance with Sections 92A.100 and 92A.150 of the Nevada Revised Statutes (the "NRS");

WHEREAS, GSS, the direct parent of GSS LLC, is the holder of a 100% member's interest in Merger Sub (the "Merger Sub Interest").

WHEREAS, GSS, in its capacity as the sole member of Merger Sub, has determined that this Agreement and the transactions contemplated by this Agreement, including the Merger, are advisable and in the best interests of Merger Sub and GSS and has approved this Agreement and the transactions contemplated hereby;

WHEREAS, the board of managers and the members of GSS LLC holding the majority of the Series FF Units of GSS LLC have, in accordance with the Amended and Restated Operating Agreement of GSS LLC, dated as of August 14, 2025 (as may be further supplemented, amended or restated in accordance with its terms, the "Operating Agreement"), determined that this Agreement and the transactions contemplated by this Agreement, including the Merger, are advisable and in the best interests of GSS LLC and its members and have approved this Agreement and the transactions contemplated hereby;

WHEREAS, the board of directors of GSS has determined that this Agreement and the transactions contemplated by this Agreement, including issuance of shares of its capital stock to the members of GSS LLC as set forth in Section 1.2(b)(ii) and (iii) below, are advisable and in the best interests of GSS and its stockholders and has approved this Agreement and the transactions contemplated hereby;

WHEREAS, as part of the series of restructuring transactions in connection with the underwritten initial public offering of GSS (the "IPO"), Gemini Astronaut Corps, LLC intends to merge with and into GSS (the "Astro Merger");

WHEREAS, as part of the series of restructuring transactions in connection with the IPO, each of Morgan Creek Gemini SPV, Inc., a Delaware corporation ("Morgan Creek"), PGF Blocker Holdings LLC, a Delaware limited liability company ("PGF"), Gemini MVP Blocker, Inc., a Delaware corporation ("MVP"), Draper Associates VI Blocker, LLC, a Delaware limited liability ("Draper Associates"), DraperDragon DAF II Blocker, LLC, a Delaware limited liability company ("DraperDragon"), Boost Cockroach Gemini, Inc., a Delaware corporation ("Boost"), Helium-3 Gemini, Ltd., a Delaware Corporation ("Helium"), 10T DAE G Blocker, LLC, a Delaware limited liability company ("10T DAE"), 10T G Co-Invest Blocker, LLC a Delaware limited liability company ("10T G") and Tessera Venture Partners Fund II, Inc., a Delaware Corporation ("Tessera" and together with Morgan Creek, PGF, MVP, Draper Associates, DraperDragon, Boost, Helium, 10T DAE and 10T G each a "Blocker" and collectively, the "Blockers") intends to merge with and into GSS (the "Blocker Mergers," and together with the Merger and the Astro Merger, the "Gemini Mergers");

WHEREAS, GSS LLC is party to the following financing arrangements with Winklevoss Capital Fund, LLC, a Delaware limited liability company ("WCF"): (a) $50,000,000 Convertible Promissory Note, dated September 15, 2023, and $50,000,000 Convertible Promissory Note, dated December 27, 2023, issued by GSS LLC to WCF pursuant to a convertible note purchase agreement, dated September 15, 2023; (b) $54,671,310 Convertible Promissory Note, dated November 22, 2023, and $45,328,690 Convertible Promissory Note, dated March 1, 2024, issued by GSS LLC to WCF pursuant to a convertible note purchase agreement, dated November 22, 2023; (c) Term Loan Agreement, dated as of May 16, 2024, between GSS LLC and WCF, as amended pursuant to Amendment No. 1, dated as of January 23, 2025; and (d) Term Loan Agreement, dated as of January 23, 2025, between GSS LLC and WCF (collectively, the "WCF Financings"); and

WHEREAS, for U.S. federal income tax purposes, the Parties intend that (a) the Merger be treated as a contribution by the unitholders of GSS LLC (other than GSS) of their Units (as defined in the Operating Agreement) to GSS in exchange for Class A Common Stock (as defined below) and Class B Common Stock (as defined below), and (b) taking into account the Gemini Mergers, the Merger qualifies as part of an exchange described in Section 351 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the premises, and of the mutual agreements and covenants contained herein, the Parties hereby agree as follows:

ARTICLE I

The Merger; Effective Time

1.1 The Merger. At the Effective Time, Merger Sub shall be merged with and into GSS LLC and the separate existence of Merger Sub shall thereupon cease. GSS LLC shall be the surviving entity in the Merger (the "Surviving Entity") and shall continue to be a limited liability company governed by the NRS, and the separate existence of GSS LLC (as the Surviving Entity), with all its rights, privileges, immunities, powers and franchises, shall continue unaffected by the Merger.

1.2 Effects of Merger.

(a) The Merger shall have the effects set forth in NRS 92A.250(1). At the Effective Time, all (i) rights, privileges, powers and franchises of Merger Sub and GSS LLC (subject to all the restrictions, disabilities and duties of Merger Sub and GSS LLC, respectively), (ii) assets, property, real, personal and mixed, belonging to Merger Sub and GSS LLC and (iii) debts due to Merger Sub and GSS LLC on whatever account shall succeed to, be vested in and become the property of the Surviving Entity without any further act or deed as they were of Merger Sub and GSS LLC, respectively.

(b) As a result of the Merger, at the Effective Time, (i) the Merger Sub Interest shall cease to exist, GSS shall cease to have any rights as a member of Merger Sub, and GSS shall receive a 100% member's interest in the Surviving Entity; (ii) the Units held by all members of GSS LLC shall cease to exist, such members and unitholders (except as set forth in romanette (iii) of this paragraph) shall cease to have any rights as members or unitholders of GSS LLC, and such members shall receive (x) shares of Class A common stock, par value $0.001 per share, of GSS (the "Class A Common Stock"), and/or (y) shares of Class B common stock, par value $0.001 per share, of GSS (the "Class B Common Stock"); and (iii) Cameron Winklevoss and Tyler Winklevoss, as members and unitholders of GSS LLC, shall forfeit their Series FF Units of GSS LLC, such Series FF Units of GSS LLC shall cease to exist, and in exchange therefor, WCF shall receive Class B Common Stock, in the case of each of romanettes (i), (ii) and (iii) above, as set forth on Schedule 1.

(c) As a result of the Merger, which constitutes consummation of a "Qualifying Public Company Event" (as defined in the Operating Agreement), WCF will receive a specified number of shares of Class B Common Stock pursuant to WCF's automatic conversion rights set forth in the WCF Financings, at which time the applicable obligations of GSS LLC under the WCF Financings (the "Converted Obligations") will cease to exist, and WCF shall cease to have any rights as a creditor of GSS LLC in respect of the WCF Financings, except the right to receive shares of Class B Common Stock at the Effective Time, as set forth on Schedule 1.

1.3 Filings. The authorized officers, representatives, employees or agents of each of the Parties shall take all actions as may be required for effectuating the Merger, including without limitation, signing articles of merger in the form prescribed by NRS 92A.207 and signed in accordance with NRS 92A.230 (the "Articles of Merger") and filing the Articles of Merger with the Nevada Secretary of State.

1.4 Effective Time. The Merger shall be effective at such time as the Articles of Merger are filed with the Nevada Secretary of State, or at such later date and/or time as the Parties shall agree and specify in the Articles of Merger in accordance with the NRS (the date and time of such filing, or such later effective date and/or time specified in the Articles of Merger being the "Effective Time").

ARTICLE II

Articles of Organization and Operating Agreement of the Surviving Entity

2.1 Articles of Organization. At the Effective Time, the articles of organization of the Surviving Entity shall be the amended and restated articles of organization attached hereto as Exhibit A.

2.2 Operating Agreement. At the Effective Time, the operating agreement of the Surviving Entity shall be the amended and restated operating agreement attached hereto as Exhibit B.

ARTICLE III

Representations and Warranties

3.1 Mutual Representations and Warranties. Each of the Parties hereby represents and warrants to the other that, as of the date hereof:

(a) Organization, Good Standing and Qualification. It is a legal entity duly organized, validly existing and in good standing under the laws of its respective jurisdiction of organization and has all requisite corporate or similar company power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted and is duly qualified or licensed to do business and is in good standing as a foreign corporation or other legal entity in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification or licensing, except where the failure to be so organized, qualified, licensed or in such good standing, or to have such power or authority, would not, individually or in the aggregate, be reasonably likely to prohibit, prevent, materially impair or materially delay the transactions contemplated by this Agreement;

(b) Authority. It has all necessary corporate or other company power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by it and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or other company action, and no other corporate or other company proceedings on its part to authorize the execution, delivery and performance of this Agreement or to consummate the transactions are so contemplated. This Agreement has been duly and validly executed and delivered by it and, assuming the due authorization, execution and delivery hereof by the other Party, constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law); and

(c) Litigation. There are no civil, criminal or administrative actions, suits, claims, oppositions, disputes, litigations, objections, hearings, arbitrations, mediations, investigations, audit, complaint, charge, governmental inquiry or other proceedings, in each case, brought, conducted or heard by or before, or otherwise involving, any court or other governmental entity or any arbitrator or arbitration panel pending or threatened against or affecting it or any of their respective properties or assets or any of its officers, directors or employees in such capacity before any governmental entity, which would, individually or in the aggregate, be reasonably likely to prohibit, prevent, materially impair or materially delay the consummation of the transactions contemplated by this Agreement. Neither it nor any of its respective assets, rights or properties is a party to or subject to any judgment of any governmental entity which would, individually or in the aggregate, be reasonably likely to prohibit, prevent, materially impair or materially delay the consummation of the transactions contemplated by this Agreement.

ARTICLE IV

Termination

4.1 Termination by Mutual Consent. This Agreement may be terminated, and the Merger may be abandoned at any time prior to the Effective Time, by the mutual written consent of the Parties.

4.2 Effect of Termination and Abandonment. In the event of termination of this Agreement and abandonment of the Merger pursuant to Section 4.1, no Party (or any of its members, stockholders or officers) shall have any liability or further obligation to the other Parties to this Agreement.

ARTICLE V

Miscellaneous and General

5.1 Modification or Amendment. Subject to applicable laws, at any time prior to the Effective Time, the Parties may modify or amend this Agreement, by mutual written agreement executed and delivered by duly authorized officers or representatives of the respective Parties.

5.2 Counterparts. This Agreement may be executed in any number of counterparts and with electronic signatures, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. Electronic transmission of PDF or other copies of signed original signature pages of this Agreement shall have the same effect as delivery of the signed originals.

5.3 Further Actions. Each Party hereby agrees to execute and deliver such further instruments and take such other actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

5.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Nevada or any other jurisdiction).

5.5 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.5.

5.6 Captions. The Article and Section captions herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed as of the date first written above.

GEMINI SPACE STATION, LLC

By: _____
Name: [·]
Title: [·]

GEMINI MERGER SUB, LLC

By: Gemini Space Station, Inc., its Sole Member

By: _____
Name: [·]
Title: [·]

GEMINI SPACE STATION, INC.

By: _____
Name: [·]
Title: [·]

Exhibit A

Amended & Restated Articles of Organization of GSS LLC

Exhibit B

Amended & Restated Operating Agreement of GSS LLC

Exhibit 3.1

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
GEMINI SPACE STATION, INC.

ARTICLE I
NAME

The name of the corporation is Gemini Space Station, Inc. (the "Corporation").

ARTICLE II
REGISTERED OFFICE AND AGENT

The registered office of the Corporation shall be the street address of its registered agent in the State of Nevada. The Corporation may, from time to time, in the manner provided by law, change the registered agent within the State of Nevada. The Corporation may also maintain an office or offices for the conduct of its business, either within or without the State of Nevada.

ARTICLE III
PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may now or hereafter be organized under the Nevada Revised Statutes (as amended from time to time and including any successor provisions, the "NRS") Chapter 78.

ARTICLE IV
CAPITAL STOCK

Section 4.1 Capitalization.

(A) Number. The total number of shares of all classes of stock that the Corporation is authorized to issue is (i) [·] shares of common stock, par value $0.001 per share (the "Common Stock"), consisting of [·] shares of Class A Common Stock, par value $0.001 per share (the "Class A Common Stock") and [·] shares of Class B Common Stock, par value $0.001 per share (the "Class B Common Stock"), and (ii) [·] shares of preferred stock, par value $0.001 per share (the "Preferred Stock").

(B) Reclassification. At the time that these Amended and Restated Articles of Incorporation (as further amended and/or restated from time to time, and including any Certificate(s) of Designation (as defined below) relating to any series of Preferred Stock, these "Articles") become effective in accordance with the NRS (the "Effective Time"), each share of common stock, $0.001 per share issued and outstanding or held in treasury of the Corporation immediately prior to the Effective Time (the "Old Common Stock") shall be reclassified as one share of Class A Common Stock without any action by the holders thereof. Any stock certificate or book entry designation that immediately prior to the Effective Time represented shares of the Corporation's Old Common Stock shall from and after the Effective Time be deemed to represent shares of Class A Common Stock, without the need for surrender or exchange thereof.

(C) Authorized Shares. The number of authorized shares of each class or series of Common Stock and Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding or required to be reserved hereunder to effectuate the conversion of Class B Common Stock into Class A Common Stock) with the approval of a majority of the votes cast by the stockholders entitled to vote thereon, voting together as a single class, irrespective of the provisions of NRS 78.2055(3), 78.207(3) or 78.390(2), and no vote of the holders of any class or series of Common Stock or Preferred Stock voting separately as a class or series shall be required therefor (and any such right otherwise provided under NRS 78.2055(3), 78.207(3) or 78.390(2) is hereby specifically denied), unless a vote of any such holder is expressly required pursuant to these Articles.

Section 4.2 Common Stock.

(A) Voting Rights.

(1) Except as set forth in Section 4.2(A)(2), the holders of Class A Common Stock and Class B Common Stock shall vote together and not as separate series or classes. Each holder of shares of Class A Common Stock shall be entitled to one (1) vote for each share thereof held at the record date for the determination of the stockholders entitled to vote on any matter. Each holder of shares of Class B Common Stock shall be entitled to ten (10) votes for each share thereof held at the record date for the determination of the stockholders entitled to vote on any matter.

(2) So long as any shares of Class B Common Stock remain outstanding, the Corporation shall not, without the approval by vote or written consent of the holders of a majority of the shares of Class B Common Stock then outstanding, voting separately as class, directly or indirectly, or whether by amendment, or through merger, recapitalization, consolidation or otherwise:

(A) amend, alter, or repeal any provision of these Articles or the Bylaws that modifies the voting, conversion or other powers, preferences, or other special rights or privileges, or restrictions of the Class B Common Stock;

(B) authorize or create (by reclassification or otherwise) or issue any series of Common Stock with rights as to dividends or liquidation payments that are senior to those of the Class B Common Stock;

(C) authorize, or issue any shares of, any class or series of capital stock of the Corporation other than Class B Common Stock having the right to more than one (1) vote for each share thereof;

(D) issue any shares of Class B Common Stock other than to the Founders or their Permitted Transferees; or

(E) increase or decrease the number of authorized shares of Class B Common Stock.

(B) Identical Rights. Except as otherwise provided in these Articles or required by applicable law, shares of Common Stock shall have the same rights and powers, rank equally (including as to dividends and other distributions, and any liquidation, dissolution or winding up of the Corporation), share ratably and (except with respect to voting rights as set forth in Section 4.2(A)) be identical in all respects as to all matters, including as follows:

(1) Distributions.

(A) Subject to the rights, if any, of the holders of any outstanding series of Preferred Stock or any class or series of stock having a preference over or the right to participate with the Common Stock with respect to the payment of distributions (as defined in NRS 78.191), and except as otherwise provided by these Articles or the NRS, dividends and other distributions may be declared and paid ratably on the Class A Common Stock and Class B Common Stock out of the funds of the Corporation that are legally available for this purpose at such times and in such amounts as the board of directors of the Corporation (the "Board") in its discretion shall determine. Any distributions made to the holders of shares of Common Stock shall be paid *pro rata*, on an equal priority, *pari passu* basis, unless different treatment of the shares of Class A Common Stock and Class B Common Stock is approved by the affirmative vote of the holders of a majority of the outstanding shares of the Class A Common Stock and the holders of a majority of the outstanding shares of the Class B Common Stock, each voting separately as a class.

(B) The Corporation shall not declare or make any distribution to the holders of Common Stock payable in securities of the Corporation unless the same distribution with the same record date and payment date shall be declared and paid on all shares of Common Stock; *provided, however*, that (i) distributions payable in shares of Class A Common Stock or rights to acquire shares of Class A Common Stock may be declared and paid to the holders of Class A Common Stock without the same distribution being declared and paid to the holders of the Class B Common Stock if, and only if, a distribution payable in shares of Class B Common Stock, or rights to acquire shares of Class B Common Stock, is declared and paid to the holders of Class B Common Stock at the same rate and with the same record date and payment date; and (ii) distributions payable in shares of Class B Common Stock or rights to acquire shares of Class B Common Stock may be declared and paid to the holders of Class B Common Stock without the same distribution being declared and paid to the holders of Class A Common Stock if, and only if, a distribution payable in shares of Class A Common Stock, or rights to acquire shares of Class A Common Stock, is declared and paid to the holders of Class A Common Stock at the same rate and with the same record date and payment date; and *provided*, *further*, that nothing in the foregoing shall prevent the Corporation from (x) declaring and making distributions payable in shares of one class of Common Stock or rights to acquire one class of Common Stock to holders of all classes of Common Stock, or (y) with the affirmative vote of the holders of a majority of the outstanding shares of the Class A Common Stock and the holders of a majority of the outstanding shares of the Class B Common Stock, each voting separately as a class, providing for different treatment of the shares of Class A Common Stock and Class B Common Stock.

(C) Notwithstanding anything to the contrary in these Articles or the Bylaws (as defined below), the Corporation is hereby specifically allowed to make any distribution that otherwise would be prohibited by NRS 78.288(2)(b).

(2) Subdivisions and Combinations. If the Corporation in any manner subdivides or combines the outstanding shares of Class A Common Stock or Class B Common Stock, then the outstanding shares of all Common Stock shall be subdivided or combined in the same proportion and manner, unless different treatment of the shares of Class A Common Stock and Class B Common Stock is approved by the affirmative vote of the holders of a majority of the outstanding shares of the Class A Common Stock and the holders of a majority of the outstanding shares of the Class B Common Stock, each voting separately as a class.

(3) Liquidation, Dissolution or Winding Up. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation and subject to the right, if any, of the holders of any outstanding series of Preferred Stock or any class or series of stock having a preference over or the right to participate with the Common Stock as to distributions upon dissolution, liquidation or winding up of the Corporation, shares of Class A Common Stock and Class B Common Stock shall be treated equally, identically and ratably, on a per share basis, and the holders of all outstanding shares thereof shall be entitled to receive an equal amount per share of all the assets of the Corporation of whatever kind available for distribution to holders of shares of any class or series of capital stock of the Corporation, unless different treatment of the shares of Class A Common Stock and Class B Common Stock is approved by the affirmative vote of the holders of a majority of the outstanding shares of the Class A Common Stock and the holders of a majority of the outstanding shares of the Class B Common Stock, each voting separately as a class; *provided, however*, that for the avoidance of doubt, consideration to be received by a holder of Common Stock in connection with any liquidation, dissolution or winding up pursuant to any bona fide employment, consulting, severance or similar services arrangement shall not be deemed to be consideration received in respect of shares of Common Stock pursuant to this section.

(4) Mergers and Consolidations. In the event of any merger or consolidation of the Corporation with or into any other entity, or any other transaction having an effect on stockholders substantially similar to that resulting from a merger or consolidation (each such other transaction, a "similar transaction"), shares of Common Stock shall be treated equally, identically and shall share ratably, on a per share basis, and shall be entitled to receive an equal amount per share of any consideration into which such shares are converted or any consideration paid or otherwise distributed to holders of Common Stock, unless different treatment of the shares of Class A Common Stock and Class B Common Stock is approved by the affirmative vote of the holders of a majority of the outstanding shares of the Class A Common Stock and the holders of a majority of the outstanding shares of the Class B Common Stock, each voting separately as a class; *provided, however*, that for the avoidance of doubt, consideration to be received by a holder of Common Stock in connection with any liquidation, dissolution or winding up pursuant to any bona fide employment, consulting, severance or similar services arrangement shall not be deemed to be consideration received in respect of shares of Common Stock pursuant to this section; *provided, further*, that to the extent that all or part of the consideration into which shares of Common Stock are converted or any consideration paid or otherwise distributed to holders of Common Stock in connection with any merger, consolidation or similar transaction is in the form of securities of another corporation or entity, the holders of Class B Common Stock may have their shares of Class B Common Stock converted into, or may otherwise be paid or distributed, such securities with up to ten (10) times the votes per share that the securities into which shares of Class A Common Stock are converted into or are otherwise paid or distributed to holders of Class A Common Stock. In the event that the holders of shares of Class A Common Stock or Class B Common Stock are granted rights to elect to receive one of two or more alternative forms of consideration in connection with a such merger, consolidation or similar transaction, the foregoing sentence shall be deemed satisfied if holders of shares of Class A Common Stock and the holders of Class B Common Stock are granted substantially identical rights to elect to receive such forms of consideration. Notwithstanding anything to the contrary in these Articles, in determining whether shares of Class A Common Stock and Class B Common Stock shall be or have been treated equally, identically and ratably, on a per share basis, any consideration to be paid to or received by a holder of Common Stock pursuant to any negotiated agreement between such holder (or any affiliate thereof) with any counterparty (or affiliate thereof) to such merger, consolidation, or similar transaction wherein such holder (or affiliate thereof) is contributing, selling, transferring, or otherwise disposing of shares of the Corporation's capital stock to such counterparty (or affiliate thereof), or such shares are being converted or exchanged, as part of a "rollover" or similar transaction in connection with such merger, consolidation, or similar transaction, shall not be considered.

(5) Conversion.

(A) Conversion of Class B Common Stock.

(1) Optional Conversion. Each share of Class B Common Stock shall be convertible into one (1) fully paid and nonassessable share of Class A Common Stock at the option of the holder thereof at any time or from time to time. Each holder of Class B Common Stock who elects to convert any share of Class B Common Stock into a share of Class A Common Stock shall surrender the certificate(s) therefor (if any), duly endorsed, at the office of the Corporation or any transfer agent for the Class B Common Stock, or notify the Corporation or its transfer agent that any such certificate(s) have been lost, stolen or destroyed, and shall give written notice to the Corporation at such office that such holder elects to convert the same and shall state therein the number of shares of Class B Common Stock being converted. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the certificate(s) representing the shares of Class B Common Stock to be converted to the Corporation or its transfer agent or, in the case of any lost, stolen or destroyed certificate(s), on the date of delivery to the Corporation or its transfer agent of such notice of such conversion (accompanied by such notice that such certificate(s) have been lost, stolen or destroyed), and the person entitled to receive the shares of Class A Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Class A Common Stock at such time.

(2) Automatic Conversion. Each share of Class B Common Stock shall automatically convert into one (1) fully paid and nonassessable share of Class A Common Stock upon a Transfer of such share of Class B Common Stock, other than a Permitted Transfer. Such conversion shall occur automatically without the need for any further action by the holder of such shares and whether or not the certificates representing such shares (if any) are surrendered to the Corporation or its transfer agent; *provided, however*, that the Corporation shall not be obligated to issue certificate(s) evidencing the shares of Class A Common Stock issuable upon such conversion unless shares of Class A Common Stock are then certificated and the certificate(s) evidencing such shares of Class B Common Stock have been either delivered to the Corporation or its transfer agent as provided below, or the holder notifies the Corporation or its transfer agent that such certificate(s) have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with each such lost, stolen or destroyed certificate. Upon the occurrence of such automatic conversion of the Class B Common Stock, the holders of Class B Common Stock so converted shall surrender the certificate(s) representing such shares (if any) at the office of the Corporation or any transfer agent for the Class A Common Stock.

(3) Final Conversion. On the Final Conversion Date, each share of Class B Common Stock shall automatically be converted into one (1) fully paid and nonassessable share of Class A Common Stock. Such conversion shall occur automatically, without the need for any further action by the holders of such shares and whether or not the certificate(s) representing such shares (if any) are surrendered to the Corporation or its transfer agent.

(B) Policies and Procedures. The Corporation may, from time to time, establish such policies and procedures relating to the conversion of the Class B Common Stock to Class A Common Stock and the general administration of this multi-class stock structure, including the issuance of stock certificates (or the establishment of book-entry positions) with respect thereto, as it may deem reasonably necessary or advisable. If the Corporation has reason to believe that a Transfer that is not a Permitted Transfer has occurred, the Corporation may request that holders of shares of Class B Common Stock furnish certifications, affidavits or other proof to the Corporation as it deems necessary to verify that a conversion to Class A Common Stock has not occurred. A determination by the Corporation, acting reasonably, as to whether or not a Transfer or a Permitted Transfer has occurred or results in a conversion to Class A Common Stock shall be conclusive and binding.

(C) No Reissuance of Class B Common Stock. No shares of Class B Common Stock acquired by the Corporation by reason of redemption, purchase, conversion, exchange or otherwise shall be reissued and the Board shall take all necessary action to cancel and retire all shares of Class B Common Stock from the shares that the Corporation shall be authorized to issue, and shall not restore them to the status of authorized but unissued shares in accordance with NRS 78.283(4), but such cancellation and retirement shall have the effect of reducing the number of authorized shares of Class B Common Stock available for issuance and, if all authorized shares of Class B Common Stock have been canceled and retired, all references to Class B Common Stock in these Articles shall be deemed eliminated.

(D) Immediate Effect. Upon any conversion of Class B Common Stock to Class A Common Stock in accordance with these Articles, all rights of the holder of shares of Class B Common Stock shall cease and the person or persons in whose names or names the certificate(s) representing the shares of Class A Common Stock are to be issued shall be treated for all purposes as having become the record holder or holders of such shares of Class A Common Stock.

(E) Reservation of Shares. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purposes of effecting the conversion of the shares of Class B Common Stock, such number of its shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Class B Common Stock, and if at any time the number of authorized but unissued shares of Class A Common Stock shall not be sufficient to effect the conversion of all outstanding shares of Class B Common Stock, as applicable, the Corporation will take such corporate action as may be necessary to increase its authorized but unissued shares of Class A Common Stock to such numbers of shares as shall be sufficient for such purpose.

Section 4.3 Preferred Stock. Subject to Section 4.2(A)(2), the Board is hereby expressly authorized and empowered, by resolution(s) and without any action or vote by the Corporation's stockholders (except as may otherwise be provided by the terms of any series of Preferred Stock then outstanding), at any time and from time to time, to establish, out of the authorized but undesignated and unissued shares of Preferred Stock, one or more series of Preferred Stock and, with respect to each such series, fix (and, subject to Section 4.1(C), increase or decrease), the number of shares constituting such series and the designation of such series, the voting powers (if any) of the shares of such series, and the powers, preferences and relative, participating, optional or other special rights, if any, and any qualifications, limitations or restrictions thereof, of the shares of such series and to cause to be filed with the Nevada Secretary of State a certificate of designation with respect thereto (each, a "Certificate of Designation"). The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

Section 4.4 Determination by Board. In case of an ambiguity in the application of any provision set forth in this Article IV or in the meaning of any term or definition set forth in this Article IV, the Board, or a committee thereof, shall have the power to determine, in its sole discretion, the application of any such provision or any such term or definition with respect to any situation based on the facts believed in good faith by the Board or such committee.

ARTICLE V
DEFINITIONS

For purposes of these Articles, except for the definitions appearing elsewhere in these Articles, the following definitions shall apply:

(A) "affiliate" means, with respect to any Person, any Person directly or indirectly controlling, controlled by, or under common control with such Person.

(B) "beneficial ownership" or "beneficially own" shall have the meaning as defined under Rule 13d-3 and Rule 13d-6 of the Exchange Act.

(C) "Disability" or "Disabled" shall mean, with respect to a Founder, the permanent and total disability of such Founder such that such Founder is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death within twelve months or has lasted or can be expected to last for a continuous period of not less than twelve months as determined by a licensed medical practitioner jointly selected by a majority of the Independent Directors and such Founder. If such Founder is incapable of selecting a licensed physician, then the Founder's spouse shall make the selection on behalf of the Founder, or in the absence or incapacity of the Founder's spouse, the Founder's adult children by majority vote shall make the selection on behalf of the Founder, or in the absence of adult children of the Founder or their inability to act by majority vote, a natural person then acting as the successor trustee of a revocable living trust that was created by the Founder and which holds more shares of all classes of capital stock of the Corporation than any other revocable living trust created by the Founder shall make the selection on behalf of the Founder, or in absence of any such successor trustee, the legal guardian or conservator of the estate of the Founder shall make the selection on behalf of the Founder. In the event of a dispute whether the natural person has suffered a Disability, no Disability of the natural person shall be deemed to have occurred unless and until an affirmative ruling regarding such Disability has been made by a court of competent jurisdiction, and such ruling has become final and nonappealable.

(D) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

(E) "Final Conversion Date" shall mean 5:00 p.m. New York City time on the date fixed by the Board that is no less than 61 days and no more than 180 days following the earliest to occur of (a) the date of the death or Disability of the last to die or become Disabled of the Founders, *provided* it is understood and agreed that this clause (a) shall not be met if only one Founder has died or become Disabled, in which case a proxy (the "Founder Voting Proxy") shall be (and, solely by each Founder's ownership of any shares of the Corporation's capital stock, hereby is) automatically granted to the other Founder (the "Proxy Holder") over all of the shares of Class B Common Stock held by the Qualified Stockholders relating to such dead or Disabled Founder, such that the Proxy Holder shall have exclusive Voting Control over such shares of Class B Common Stock and such Founder Voting Proxy shall continue over any such shares of Class B Common Stock until the conversion of such shares pursuant to Section 4.2(B)(5); or (b) the date that the number of Threshold Shares held by the Founders (together with the number of shares of Class B Common Stock held by all Qualified Stockholders) is less than 20% of the number of Threshold Shares held by the Founders (together with the number of shares of Class B Common Stock held by all Qualified Stockholders) immediately following the closing of the IPO.

(F) "Founders" shall mean Cameron Winklevoss and Tyler Winklevoss, collectively, and each of them shall be a "Founder."

(G) "Fundamental Transaction" shall mean:

(1) the closing of the sale, transfer or other disposition of all or substantially all of the assets of the Corporation and its subsidiaries, taken as a whole; *provided* that any sale, transfer or other disposition of assets exclusively between or among the Corporation and any direct or indirect subsidiary or subsidiaries of the Corporation shall not be deemed a "Fundamental Transaction"; or

(2) the merger, consolidation, business combination or other similar transaction of the Corporation with or into any other entity (except one in which the holders of capital stock of the Corporation immediately prior to such merger or consolidation and/or the affiliates of such holders collectively continue to hold at least a majority of the voting power of the capital stock of the surviving entity).

(H) "Immediate Family Members" shall mean, with respect to a natural person, the child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, and shall include adoptive relationships.

(I) "Independent Directors" shall mean the members of the Board designated as independent directors in accordance with the Listing Standards.

(J) "IPO" shall mean the Corporation's initial public offering of Class A Common Stock in a firm commitment underwritten offering pursuant to an effective registration statement under the Securities Act of 1933, as amended.

(K) "Listing Standards" shall mean (i) the requirements of any national stock exchange under which the Corporation's equity securities are listed for trading that are generally applicable to companies with common equity securities listed thereon or (ii) if the Corporation's equity securities are not listed for trading on a national stock exchange, the requirements of the Nasdaq Stock Market LLC generally applicable to companies with equity securities listed thereon.

(L) "Permitted Transfer" shall mean a Transfer of Class B Common Stock (x) by a Qualified Stockholder to any of the persons or entities listed in clauses (i) through (viii) below (each, a "Permitted Transferee") or (y) from any such Permitted Transferee back to such Qualified Stockholder and/or to any other Permitted Transferee established by or for such Qualified Stockholder:

(i) a validly created and existing trust or other estate planning vehicle (including but not limited to legacy trusts, remainder trusts, freeze partnerships or limited liability companies, grantor retained annuity trusts, and charitable split interest trusts); *provided* that either Founder (directly, or indirectly through one or more Permitted Transferees) has Voting Control with respect to all shares of Class B Common Stock held of record by such trust or other estate planning vehicle;

(ii) an Individual Retirement Account, as defined in Section 408(a) of the Internal Revenue Code, or a pension, profit sharing, stock bonus or other type of plan or trust of which a Founder, his Immediate Family Member or his Permitted Transferee is a participant or beneficiary and which satisfies the requirements for qualification under Section 401 of the Internal Revenue Code; *provided*, in each case, that either Founder (directly, or indirectly through one or more Permitted Transferees) has Voting Control with respect to the shares of Class B Common Stock held in such account, plan or trust;

(iii) a corporation, partnership or limited liability company in which either Founder, a Founder's Immediate Family Members, or a trust or other estate planning vehicle described in (a) above (directly, or indirectly through one or more Permitted Transferees) owns shares, partnership interests or membership interests, as applicable, with sufficient Voting Control in the corporation, partnership or limited liability company, as applicable, or otherwise has legally enforceable rights, such that such Founder (directly, or indirectly through one or more Permitted Transferees) has Voting Control with respect to the shares of Class B Common Stock held by such corporation, partnership or limited liability company;

(iv) a charitable organization, foundation or similar entity organized and operated primarily for religious, scientific, literary, education or a charitable purpose so long as either Founder (directly, or indirectly through one or more Permitted Transferees) retains Voting Control with respect to the shares of Class B Common Stock held by such charitable organization;

(v) the estate of a Founder (including the executor or personal representative of such estate, solely to the extent that the executor or personal representative is acting in the capacity of executor or personal representative of such estate) upon the death of such Founder;

(vi) any other person or entity with the prior written approval of the Board, so long as either Founder (directly, or indirectly through one or more Permitted Transferees) retains Voting Control with respect to such shares of Class B Common Stock following such Transfer to any person or entity;

(vii) the other Founder upon the death or Disability of a Founder as set forth in Section 5(E), and

(viii) the other Founder or his Permitted Transferees.

(M) "Person" means a natural person, corporation, limited liability company, partnership, joint venture, trust, unincorporated association, or other legal entity.

(N) "Qualified Stockholder" shall mean (i) each of the Founders, (ii) the record holder of Threshold Shares as of immediately after the Effective Time, or (iii) a Permitted Transferee.

(O) "Threshold Shares" shall mean with respect to any person as of any time, any Class B Common Stock and any Class B Common Stock underlying any securities (including restricted stock units, options or other convertible instruments) held by such person as of such time, whether such securities are vested or unvested, earned or unearned, or convertible into or exchangeable or exercisable for such shares of Class B Common Stock, as of such time or in the future.

(P) "Transfer" shall mean any sale, assignment, transfer, conveyance, hypothecation or other transfer or disposition of shares of Class B Common Stock or any record or beneficial ownership interest in shares of Class B Common Stock, whether or not for value and whether voluntary or involuntary or by operation of law (including by merger, consolidation or otherwise), or the transfer of Voting Control over such shares of Class B Common Stock by proxy or otherwise. Notwithstanding the foregoing, the following will not be considered a "Transfer":

(1) a grant of a proxy to (i) any one or more of the officers or directors of the Corporation in connection with actions to be taken at an annual or special meeting of stockholders or any other action of the stockholders permitted by these Articles or (ii) any other person with specific direction to vote such shares of Class B Common Stock as directed by the holder of such shares, without discretion, in connection with actions to be taken at an annual or special meeting of stockholders or any other action of the stockholders permitted by these Articles;

(2) a grant of a proxy to a person designated by a Founder and approved, in advance, by a majority of the independent directors then in office, to exercise Voting Control of shares of Class B Common Stock owned directly or indirectly, beneficially or of record, by such Founder, such Founder's Permitted Transferees, such Founder's estate or such Founder's heirs, effective either (A) upon the death of such Founder or (B) during or following any Disability of such Founder, including the exercise of such proxy by such person;

(3) entering into a voting trust, agreement or arrangement (with or without granting a proxy) solely with stockholders who are holders of Class B Common Stock that (A) is disclosed either in a Schedule 13D filed with the Securities and Exchange Commission or in writing to the Secretary of the Corporation, (B) either has a term not exceeding one year or is terminable by the holder of the shares subject thereto at any time and (C) does not involve any payment of cash, securities, property or other consideration to the holder of the shares subject thereto other than the mutual promise to vote shares in a designated manner;

(4) the pledge of shares of Class B Common Stock or granting of a lien with respect thereto by a stockholder that creates a mere security interest in such shares pursuant to a bona fide loan or indebtedness transaction with a financial institution for so long as such stockholder or a Founder continues to hold Voting Control over such shares; *provided* that a foreclosure on such shares or other similar action by the pledgee shall constitute a Transfer unless such foreclosure or similar action qualifies as a Permitted Transfer;

(5) the entering into, or reaching an agreement, arrangement or understanding regarding, a support, voting, tender or similar agreement or arrangement (with or without a proxy) in connection with a Fundamental Transaction or similar transaction approved by the Board;

(6) the entering into a trading plan pursuant to Rule 10b5-1 under the Exchange Act with a broker or other nominee where the stockholder or a Founder retains Voting Control over the shares; *provided* that a transfer of such shares of Class B Common Stock by such broker or other nominee shall constitute a Transfer; or

(7) the spouse of a stockholder obtaining an interest in such holder's shares of Class B Common Stock solely by reason of the application of the community property laws of any jurisdiction, so long as no other event or circumstance shall exist or have occurred that constitutes a Transfer of such shares of Class B Common Stock; *provided* that any transfer of shares by any holder of shares of Class B Common Stock to such holder's spouse, including a transfer in connection with a divorce proceeding, domestic relations order or similar legal requirement, shall constitute a Transfer.

(Q) A "Transfer" shall also be deemed to have occurred with respect to a share of Class B Common Stock beneficially owned by a Permitted Transferee on the date that such Permitted Transferee ceases to meet the qualifications to be a Permitted Transferee of the Qualified Stockholder who effected the Transfer of such shares to such Permitted Transferee.

(R) "Trigger Date" shall mean the first time at which the Founders and Qualified Stockholders, collectively, no longer beneficially own (directly or indirectly), in the aggregate, more than fifty percent (50%) of the total combined voting power of the outstanding Common Stock entitled to vote generally in the election of directors.

(S) "Voting Control" shall mean, with respect to a share of capital stock or other security, any power (whether exclusive or shared) to vote or direct the voting of such security, including by proxy, voting agreement or otherwise. A person shall be deemed to have Voting Control with respect to shares of Class B Common Stock if such person has the power, either directly or indirectly, to terminate, remove or replace any person or entity or governing body having voting and dispositive power over the applicable shares of Class B Common Stock.

ARTICLE VI
BYLAWS

In furtherance and not in limitation of the powers conferred by the NRS, the Board is expressly authorized to adopt, alter, amend, change, add to, rescind or repeal, in whole or in part, the bylaws of the Corporation (as the same may be amended and/or restated from time to time, the "Bylaws") without the assent or vote of the stockholders in any manner not inconsistent with the laws of the State of Nevada or these Articles. The Corporation's Bylaws may also be adopted, amended, altered or repealed by the stockholders of the Corporation; *provided* that, in addition to any other vote required by Nevada law, the affirmative vote of the holders of at least two-thirds of the voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon, voting together as a single class, shall be required to adopt, amend, alter or repeal the Bylaws.

ARTICLE VII
BOARD OF DIRECTORS

Section 7.1 Number of Directors. Except as otherwise provided in these Articles or the NRS, the business and affairs of the Corporation shall be managed by or under the direction of the Board. The total number of directors constituting the Board shall be determined from time to time exclusively by resolution adopted by the Board in accordance with the Bylaws, except as otherwise provided for or fixed pursuant to the provisions of any Certificate of Designation and this Article VII.

Section 7.2 Classified Board. From and after the Trigger Date, the directors of the Corporation (other than any director who may be elected solely by the holders of any series of Preferred Stock under circumstances specified in the Certificate of Designation for such series of Preferred Stock) shall be divided into three (3) classes as nearly equal in size as is practicable, hereby designated Class I, Class II and Class III. The initial allocation of directors into classes shall be made by resolution(s) adopted by the Board. The term of office of the initial Class I directors shall expire at the first regularly scheduled annual meeting of the stockholders following the Trigger Date, the term of office of the initial Class II directors shall expire at the second annual meeting of the stockholders following the Trigger Date, and the term of office of the initial Class III directors shall expire at the third annual meeting of the stockholders following the Trigger Date. At each annual meeting of stockholders, commencing with the first regularly scheduled annual meeting of stockholders following the Trigger Date, each of the individuals elected to succeed the directors of a class whose term shall have expired at such annual meeting shall be elected to hold office for a three (3)-year term and until the third annual meeting next succeeding his or her election and until his or her successor shall have been duly elected and qualified. Notwithstanding the foregoing provisions of this Section 7.2, each director shall serve until his or her successor is duly elected and qualified or until his or her death, resignation, retirement, disqualification or removal. If the number of directors is thereafter changed, any newly created directorships or decrease in directorships shall be so apportioned among the classes as to make all classes as nearly equal in number as is practicable; *provided* that no decrease in the number of directors constituting the Board shall shorten the term of any incumbent director.

Section 7.3 Vacancies and Newly Created Directorships. Subject to the terms of any one or more classes or series of Preferred Stock, (a) any vacancy on the Board that results from an increase in the number of directors may be filled by the affirmative vote of a majority of the directors then in office; *provided* that a quorum is present, and (b) any other vacancy occurring on the Board may be filled by the affirmative vote of a majority of the directors then in office, even if less than a quorum, or by the sole remaining director. Any director of any class elected to fill a vacancy resulting from an increase in the number of directors of such class shall hold office for a term that shall coincide with the remaining term of that class. Any director elected to fill a vacancy not resulting from an increase in the number of directors shall have the same remaining term as that of such director's predecessor. Each director so elected shall be elected to hold office until such director's term expires and a successor is duly elected and qualified or until such director's earlier death, resignation, retirement, disqualification or removal.

Section 7.4 Removal. Any or all of the directors (other than the directors elected by the holders of any series of Preferred Stock voting separately as a series or separately as a class (with one or more other series), as the case may be) may be removed at any time either with or without cause by the affirmative vote of not less than the minimum percentage of the voting power of all outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class, then permitted under the NRS for such vote, which minimum percentage at the time of the filing these Articles is not less than two-thirds of the voting power (and which at no time shall be less than a simple majority of the voting power); *provided* that from and after the Trigger Date, in addition to the minimum percentage of voting power permitted under the NRS for the removal of directors, a director may only be removed for cause.

Section 7.5 Voting.

(A) *No Cumulative Voting*. No stockholder will be permitted to cumulate votes in any election of directors.

(B) *Plurality Voting*. The Bylaws shall set forth the vote required for the election of directors. If not set forth in the Bylaws, directors shall be elected by a plurality of the votes cast by the shares entitled to vote in such election.

Section 7.6 Rights of Holders of Preferred Stock. Notwithstanding the foregoing provisions, whenever the holders of any one or more series of Preferred Stock issued by the Corporation shall have the right, voting separately as a series or separately as a class (with one or more other series), to elect directors at an annual or special meeting of stockholders, the election, term of office, removal, filling of vacancies and other features of such directorships shall be governed by the terms of these Articles, including any Certificate of Designation applicable thereto, and such directors so elected shall not be divided into classes pursuant to Section 7.2 unless expressly provided by such terms.

ARTICLE VIII
STOCKHOLDER ACTION BY WRITTEN CONSENT

Subject to the rights of the holders of any series of Preferred Stock, (i) before the Trigger Date, any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting if, before or after the action, a written consent thereto is signed by stockholders holding at least a majority of the voting power of the then-outstanding capital stock of the Corporation entitled to vote on such action (except that if a greater proportion of the voting power would be required for such an action at a meeting, then that proportion of written consents is required), and (ii) from and after the Trigger Date, no action shall be taken by the stockholders except at an annual or special meeting of stockholders called and noticed in the manner required by the Bylaws, and the stockholders of the Corporation may not in any circumstance take action by written consent.

ARTICLE IX
STOCKHOLDER RIGHT TO CALL A SPECIAL MEETING

Subject to the terms of any series of Preferred Stock, special meetings of stockholders of the Corporation may be called only by the Chairperson of the Board, a majority of the directors then in office or by the Chief Executive Officer.

ARTICLE X
LIMITATION OF LIABILITY

Section 10.1 Elimination or Limitation of Liability. The individual liability of directors and officers of the Corporation is hereby eliminated or limited to the fullest extent permitted by the NRS. Without limiting the effect of the preceding sentence, if the NRS is amended to further eliminate or limit or authorize corporate action to further eliminate or limit the liability of directors or officers, the liability of directors and officers of the Corporation shall be eliminated or limited to the fullest extent permitted by the NRS, as so amended. Neither any amendment nor repeal of this Article X, nor the adoption of any provision of these Articles inconsistent with this Article X, shall eliminate, reduce or otherwise adversely affect any limitation on the personal liability of a director or officer of the Corporation existing at the time of such amendment, repeal or adoption of such an inconsistent provision.

Section 10.2 Indemnification.

(A) The Corporation shall indemnify, to the fullest extent permitted by applicable law (including, without limitation, NRS 78.7502, NRS 78.751 and NRS 78.752), any current and former director and officer of the Corporation 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 (a "Proceeding") by reason of the fact that he or she is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or as a manager or managing member of a limited liability company, including service with respect to employee benefit plans, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding.

(B) The Corporation shall have the power to indemnify, to the extent permitted by applicable law, any employee or agent of the Corporation who was or is a party or is threatened to be made a party to any Proceeding by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or as a manager or managing member of a limited liability company, including service with respect to employee benefit plans, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding.

(C) In addition to any other rights of indemnification permitted by the laws of the State of Nevada or as may be provided for by the Corporation in the Bylaws or by agreement, the expenses of directors and officers incurred in defending a civil or criminal action, suit or proceeding, involving alleged acts or omissions of such director or officer in his or her capacity as a director or officer of the Corporation, must be paid, by the Corporation or through insurance purchased and maintained by the Corporation or through other financial arrangements made by the Corporation, 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 director 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 Corporation.

Section 10.3 Repeal and Conflicts. Neither any amendment nor the repeal of any provision in this Article X, nor the adoption of any provision of these Articles or the Bylaws inconsistent with any provision of this Article X, shall eliminate, reduce or otherwise adversely affect the effect of this Article X in respect of any matter occurring, or any Proceeding accruing or arising or that, but for this Article X, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision. In the event of any conflict between any section of this Article X and any other articles of these Articles, this Article X shall control.

ARTICLE XI
EXCLUSIVE FORUM

Section 11.1 Choice of Forum. To the fullest extent permitted by law, and unless the Corporation consents in writing to the selection of an alternative forum, the Eighth Judicial District Court of the State of Nevada sitting in Clark County, Nevada, shall be the sole and exclusive forum for any actions, suits or proceedings, whether civil, administrative or investigative, (a) brought in the name or right of the Corporation or on its behalf, (b) asserting a claim for breach of any fiduciary duty owed by any current or former director, officer, stockholder, employee, or agent or fiduciary of the Corporation to the Corporation or the Corporation's stockholders, (c) for any internal action (as defined in NRS 78.046), including any action asserting a claim against the Corporation arising pursuant to any provision of NRS Chapters 78 or 92A, these Articles or the Bylaws, any agreement entered into pursuant to NRS 78.365 or as to which the NRS confers jurisdiction on the district court of the State of Nevada, (d) to interpret, apply, enforce or determine the validity of these Articles or the Bylaws or (e) asserting a claim governed by the internal affairs doctrine; *provided* that such exclusive forum provisions will not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction.

Section 11.2 Alternative Forum. In the event that the Eighth Judicial District Court of Clark County, Nevada does not have jurisdiction over any such action, suit or proceeding, then any other state district court located in the State of Nevada shall be the sole and exclusive forum therefor and in the event that no state district court in the State of Nevada has jurisdiction over any such action, suit or proceeding, then a federal district court of the United States located within the State of Nevada shall be the sole and exclusive forum therefor. Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States shall be the sole and exclusive forum for the resolution of any claim asserting a cause of action arising under the Securities Act of 1933, as amended, against any person in connection with any offering of the Corporation's securities, including, for the avoidance of doubt, any auditor, underwriter, expert, control person, or other defendant, which person shall have the right to enforce this clause.

ARTICLE XII
INAPPLICABILITY OF COMBINATIONS STATUTES

The Corporation shall not be subject to, and hereby expressly elects not to be governed by, the provisions of NRS 78.411 to 78.444, inclusive.

ARTICLE XIII
LIMITED WAIVER OF JURY TRIALS

To the fullest extent not inconsistent with any applicable U.S. federal laws, any and all "internal actions" (as defined in NRS 78.046) must be tried in a court of competent jurisdiction before the presiding judge as the trier of fact and not before a jury. This Article XIII shall conclusively operate as a waiver of the right to trial by jury by each party to any such internal action.

ARTICLE XIV
AMENDMENTS TO ARTICLES

The Corporation reserves the right to amend or repeal any provision contained in, or to adopt any new provision to be included in, these Articles, in the manner prescribed by the laws of the State of Nevada and all rights conferred upon stockholders are granted subject to this reservation; *provided* that, notwithstanding any other provision of these Articles or any provision of law that might otherwise permit a lesser vote, in addition to the approval of the Board, the affirmative vote of two-thirds of the voting power of the shares of then-outstanding capital stock of the Corporation entitled to vote generally thereon, voting together as a single class, shall be required for the amendment or repeal of, or to adopt any provision in any way inconsistent with, any of Articles IV, VI VII, VIII, IX, X, XI and XIV, or any applicable definitions from Article V, of these Articles.

ARTICLE XV
SEVERABILITY; DEEMED NOTICE AND CONSENT

Section 15.1 Severability. If any provision or provisions of these Articles shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (i) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of these Articles (including, without limitation, each portion of any paragraph of these Articles containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not, to the fullest extent permitted by applicable law, in any way be affected or impaired thereby and (ii) the provisions of these Articles (including, without limitation, each such portion of any paragraph of these Articles containing any such provision held to be invalid, illegal or unenforceable) shall be construed, to the fullest extent permitted by applicable law, so as to permit the Corporation to protect its directors, officers, employees and agents from individual liability in respect of their good faith service to or for the benefit of the Corporation.

Section 15.2 Deemed Notice and Consent. To the fullest extent permitted by applicable law, each and every natural person, corporation, general or limited partnership, limited liability company, joint venture, trust, association or any other entity purchasing or otherwise acquiring any interest (of any nature whatsoever) in any shares of the capital stock or other securities of the Corporation shall be deemed, by reason of and from and after the time of such purchase or other acquisition, to have notice of and to have consented to all of the provisions of (a) these Articles, (b) the Bylaws and (c) any amendment to these Articles or the Bylaws enacted or adopted in accordance with these Articles, the Bylaws and applicable law.

* * * *

Exhibit 3.2

AMENDED AND RESTATED BYLAWS
of
GEMINI SPACE STATION, INC.
(a Nevada corporation)

ARTICLE I
OFFICES

Section 1.1 Principal Office. The principal office and place of business of Gemini Space Station, Inc., a Nevada corporation (the "Corporation"), shall be at such location as is established from time to time by resolution of the board of directors of the Corporation (the "Board of Directors").

Section 1.2 Other Offices. Other offices and places of business either within or without the State of Nevada may be established from time to time by resolution of the Board of Directors or as the business of the Corporation may require. The street address of the Corporation's registered agent in the State of Nevada is the registered office of the Corporation in the State of Nevada.

ARTICLE II
STOCKHOLDERS

Section 2.1 Annual Meeting. The annual meeting of the stockholders of the Corporation shall be held on such date and at such time as may be designated from time to time by the Board of Directors. At the annual meeting, directors shall be elected and any other business may be transacted as may be properly brought before the meeting pursuant to these amended and restated bylaws (as further amended and/or restated from time to time, these "Bylaws"). Except as otherwise restricted by the amended and restated articles of incorporation of the Corporation (as further amended and/or restated from time to time, the "Articles of Incorporation") or applicable law, including, without limitation, the Nevada Revised Statutes (as amended from time to time, the "NRS"), the Board of Directors may postpone, reschedule or cancel any annual meeting of stockholders.

Section 2.2 Special Meetings. Subject to any rights of stockholders set forth in the Articles of Incorporation, and unless otherwise required by law, special meetings of the stockholders may be called only by the chairperson of the Board of Directors (the "Chair"), a majority of the directors then in office or by the Chief Executive Officer. Except as otherwise restricted by the Articles of Incorporation or applicable law, the Board of Directors may postpone, reschedule or cancel any special meeting of stockholders. No business shall be acted upon at a special meeting of stockholders except as set forth in the notice of the meeting.

Section 2.3 Place of Meetings. Any meeting of the stockholders of the Corporation to be held at a physical location may be held at the Corporation's registered office in the State of Nevada or at such other physical location in or out of the State of Nevada or the United States as may be designated in the notice of meeting. A waiver of notice signed by all stockholders entitled to vote thereat may designate the physical location, if any, for the holding of such meeting. The Board of Directors may, in its sole discretion, determine that any meeting of the stockholders shall be held exclusively, or simultaneously with the conduct of the meeting at a physical location, by means of remote communication (as described in NRS 78.320(4)) or other available technology permitted under the NRS, in accordance with Section 2.14.

Section 2.4 Notice of Meetings; Waiver of Notice.

(a) The chief executive officer, the president, any vice president, the secretary, an assistant secretary or any other individual designated by the Board of Directors shall sign and deliver or cause to be delivered to each stockholder entitled to vote at any meeting of stockholders as of the record date for determining stockholders entitled to notice of such meeting written notice of such meeting of stockholders not less than ten (10) days, but not more than sixty (60) days, before the date of such meeting. The notice shall state the physical location, if any, the date and time of the meeting, the means of remote communication, if any, by which the stockholders or the proxies thereof shall be deemed to be present and vote and, in the case of a special meeting, the purpose or purposes for which the meeting is called. The notice shall be delivered in accordance with, and shall contain or be accompanied by such additional information as may be required by, the NRS, including, without limitation, NRS 78.379, 92A.120 or 92A.410.

(b) In the case of an annual meeting, subject to Section 2.13 (if applicable), any proper business may be presented for action, except that (i) if a proposed plan of merger, conversion or exchange is submitted to a vote, the notice of the meeting must state that the purpose, or one of the purposes, of the meeting is to consider the plan of merger, conversion or exchange and must contain or be accompanied by a copy or summary of the plan; and (ii) if a proposed action creating dissenter's rights is to be submitted to a vote, the notice of the meeting must state that the stockholders are or may be entitled to assert dissenter's rights under NRS 92A.300 to 92A.500, inclusive, and be accompanied by a copy of those statutes.

(c) A copy of the notice shall be personally delivered or mailed postage prepaid to each stockholder of record at the address appearing on the records of the Corporation. Upon mailing, service of the notice is complete, and the time of the notice begins to run from the date upon which the notice is deposited in the mail. If the address of any stockholder does not appear upon the records of the Corporation or is incomplete, it will be sufficient to address any notice to such stockholder at the registered office of the Corporation. Notwithstanding the foregoing and in addition thereto, any notice to stockholders given by the Corporation pursuant to NRS Title 7 (including, without limitation, NRS Chapters 75, 78 and 92A), the Articles of Incorporation or these Bylaws may be given pursuant to any form of electronic transmission permitted under the NRS. Notice shall be deemed given (i) by facsimile when directed to a number consented to by the stockholder to receive notice, (ii) by e-mail when directed to an e-mail address designated or used by the stockholder to receive notice, (iii) by posting on an electronic network together with a separate notice to the stockholder of the specific posting on the later of the specific posting or the giving of the separate notice or (iv) by any other electronic transmission as consented to by and when directed to the stockholder. The stockholder consent necessary to permit electronic transmission to such stockholder shall be deemed revoked and of no force and effect if (A) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation in accordance with the stockholder's consent and (B) the inability to deliver by electronic transmission becomes known to the secretary, assistant secretary, transfer agent or other agent of the Corporation responsible for the giving of notice.

(d) The written certificate of an individual signing a notice of meeting, setting forth the substance of the notice or having a copy thereof attached thereto, the date the notice was mailed or personally delivered to the stockholders and the addresses to which the notice was mailed, shall be prima facie evidence of the manner and fact of giving such notice and, in the absence of fraud, an affidavit of the individual signing a notice of a meeting that the notice thereof has been given by a form of electronic transmission shall be prima facie evidence of the facts stated in the affidavit.

(e) Any stockholder may waive notice of any meeting by a signed writing or by transmission of an electronic record, either before or after the meeting. Such waiver of notice shall be deemed the equivalent of the giving of such notice.

(f) Notwithstanding anything to the contrary in these Bylaws, any notice of a meeting of stockholders delivered pursuant to and in accordance with NRS 78.370(9) shall be deemed to have satisfied any and all requirements applicable to such notice under these Bylaws.

Section 2.5 Determination of Stockholders of Record.

(a) For the purpose of determining the stockholders entitled to (i) notice of and to vote at any meeting of stockholders or any adjournment thereof, (ii) receive payment of any distribution or the allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, if applicable.

(b) If stockholder action by written consent is permitted under the Articles of Incorporation and these Bylaws, the Board of Directors may adopt a resolution prescribing a date upon which the stockholders of record entitled to give written consent must be determined. The date set by the Board of Directors must not precede or be more than ten (10) days after the date the resolution setting such date is adopted by the Board of Directors. If the Board of Directors does not adopt a resolution setting a date upon which the stockholders of record entitled to give written consent must be determined, and:

(i) no prior action by the Board of Directors is required by the NRS, then the date shall be the first date on which a valid written consent is delivered to the Corporation in accordance with the NRS, the Articles of Incorporation and these Bylaws; or

(ii) prior action by the Board of Directors is required by the NRS, then the date shall be the close of business on the date that the Board of Directors adopts the resolution.

(c) If no record date is fixed, the record date for determining stockholders: (i) entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (ii) for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at any meeting of stockholders shall apply to any postponement of any meeting of stockholders to a date not more than sixty (60) days after the record date or to any adjournment of the meeting; provided that the Board of Directors may fix a new record date for the adjourned meeting and must fix a new record date if the meeting is adjourned to a date more than sixty (60) days later than the date set for the original meeting.

Section 2.6 Quorum; Adjourned Meetings.

(a) Unless the laws of the State of Nevada or the Articles of Incorporation provide for a different proportion, stockholders holding at least a majority of the Corporation's capital stock issued and outstanding and entitled to vote thereat, represented in person or by proxy (regardless of whether the proxy has authority to vote on any matter), are necessary to constitute a quorum for the transaction of business at any meeting. If, on any issue, voting by classes or series is required by the laws of the State of Nevada, the Articles of Incorporation or these Bylaws, at least a majority of the voting power, represented in person or by proxy (regardless of whether the proxy has authority to vote on any matter), within each such class or series is necessary to constitute a quorum of each such class or series.

(b) If a quorum is not present or represented at any meeting of the stockholders, stockholders holding at least a majority of the voting power of the Corporation's issued and outstanding capital stock entitled to vote thereat, present in person or by proxy, or the person presiding at the meeting may adjourn the meeting from time to time until a quorum shall be present or represented. At any such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might otherwise have been transacted at the adjourned meeting as originally called. When a meeting of stockholders is adjourned to another time or place hereunder, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. However, if a new record date is fixed for the adjourned meeting, notice of the adjourned meeting must be given to each stockholder of record as of the new record date. The stockholders present at a duly convened meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the departure of enough stockholders to leave less than a quorum of the voting power.

Section 2.7 Voting.

(a) Unless otherwise provided in the NRS, the Articles of Incorporation, or any resolution providing for the issuance of preferred stock adopted by the Board of Directors pursuant to authority expressly vested in it by the provisions of the Articles of Incorporation, each stockholder of record, or such stockholder's duly authorized proxy, shall be entitled to one (1) vote for each share of voting stock standing registered in such stockholder's name at the close of business on the record date or the date established by the Board of Directors in connection with stockholder action by written consent (if stockholder action by written consent is permitted under the Articles of Incorporation and these Bylaws), as applicable.

(b) Except as otherwise provided in these Bylaws, all votes with respect to shares (including pledged shares) standing in the name of an individual at the close of business on the record date (or the date established by the Board of Directors in connection with stockholder action by written consent, as applicable) shall be cast only by that individual or such individual's duly authorized proxy. With respect to shares held by a representative of the estate of a deceased stockholder, or a guardian, conservator, custodian or trustee, even though the shares do not stand in the name of such holder, votes may be cast by such holder upon proof of such representative capacity. In the case of shares under the control of a receiver, the receiver may vote such shares even though the shares do not stand of record in the name of the receiver but only if and to the extent that the order of a court of competent jurisdiction which appoints the receiver contains the authority to vote such shares. If shares stand of record in the name of a minor, votes may be cast by the duly appointed guardian of the estate of such minor only if such guardian has provided the Corporation with written proof of such appointment.

(c) With respect to shares standing of record in the name of another corporation, partnership, limited liability company or other legal entity on the record date, votes may be cast: (i) in the case of a corporation, by such individual as the bylaws of such other corporation prescribe, by such individual as may be appointed by resolution of the board of directors of such other corporation or by such individual (including, without limitation, the officer making the authorization) authorized in writing to do so by the chair, the vice chair, the chief executive officer, the president or any vice president of such corporation; and (ii) in the case of a partnership, limited liability company or other legal entity, by an individual representing such stockholder upon presentation to the Corporation of satisfactory evidence of his or her authority from such entity's governing body to do so.

(d) Notwithstanding anything to the contrary contained in these Bylaws and except for the Corporation's shares held in a fiduciary capacity, the Corporation shall not vote or cause to be voted, directly or indirectly, shares of its own stock owned or held as treasury shares (as defined in NRS 78.283(1)), and such treasury shares shall not be counted in determining the total number of outstanding shares entitled to vote.

(e) Except with respect to the election of directors, any stockholder entitled to vote on any matter may cast a portion of the votes in favor of such matter and refrain from casting the remaining votes or cast the same against the proposal, provided that if a stockholder is entitled to vote on any such matter, and votes any of such stockholder's shares affirmatively, but fails to specify the number of affirmative votes, it will be conclusively presumed that the holder is casting affirmative votes with respect to all shares held.

(f) With respect to shares standing of record in the name of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, spouses as community property, tenants by the entirety, voting trustees or otherwise and shares held by two or more persons (including proxy holders) having the same fiduciary relationship in respect to the same shares, votes may be cast in the following manner:

(i) If only one person votes, the vote of such person binds all.

(ii) If more than one person casts votes, the act of the majority so voting binds all.

(iii) If more than one person casts votes, but the vote is evenly split on a particular matter, the votes shall be deemed cast proportionately, as split.

(g) If a quorum is present, unless the Articles of Incorporation, these Bylaws, the NRS, or other applicable law provide for a different proportion, action by the stockholders entitled to vote on a matter, other than the election of directors, is approved by and is the act of the stockholders if the number of votes cast by the stockholders, voting as a single class, in favor of the action exceeds the number of votes cast in opposition to the action, unless voting by classes or series is required for any action of the stockholders by the laws of the State of Nevada, the Articles of Incorporation or these Bylaws, in which case the number of votes cast in favor of the action by the voting power of each such class or series must exceed the number of votes cast in opposition to the action by the voting power of each such class or series.

(h) If a quorum is present, directors shall be elected by a plurality of the votes cast.

Section 2.8 Proxies. At any meeting of stockholders, any holder of shares entitled to vote may designate, in a manner permitted by the laws of the State of Nevada, another person or persons to act as a proxy or proxies. If a stockholder designates two or more persons to act as proxies, then a majority of those persons present at a meeting has and may exercise all of the powers conferred by the stockholder or, if only one is present, then that one has and may exercise all of the powers conferred by the stockholder, unless the stockholder's designation of proxy provides otherwise. Every proxy shall continue in full force and effect until its expiration or revocation in a manner permitted by the laws of the State of Nevada.

Section 2.9 Stockholder Action by Written Consent.

(a) Prior to the Trigger Date (as defined in the Articles of Incorporation), any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting if, before or after the action, a written consent thereto is (i) signed by stockholders holding not less than a majority of the voting power of the then outstanding capital stock of the Corporation entitled to vote on such action (except that if a greater proportion of the voting power would be required for such an action at a meeting, then that proportion of written consents is required), and (ii) delivered to the Corporation by delivery to its registered office in the State of Nevada, its principal place of business, or an officer or agent of the Corporation having custody of the books in which proceedings of meetings of stockholders are recorded. Any such delivery made to the Corporation's registered office shall be made by hand, overnight courier or by certified or registered mail, return receipt requested. In no instance where action is duly and properly authorized by written consent need a meeting of stockholders be called or, unless otherwise required by applicable law or any certificate of designation relating to any series of preferred stock, notice given.

(b) From and after the Trigger Date, no action shall be taken by the stockholders except at an annual or special meeting of stockholders called and noticed in the manner required by these Bylaws and the stockholders may not in any circumstance take action by written consent.

Section 2.10 Organization.

(a) Meetings of stockholders shall be presided over by the Chair, or, in the absence of the Chair, by the vice chair of the Board of Directors (the "Vice Chair"), or if there be no Vice Chair or in the absence of the Vice Chair, by the chief executive officer, or if there be no chief executive officer or in the absence of the chief executive officer, by the president, or, in the absence of the president, or, in the absence of any of the foregoing persons, by a chair (who must then be a director or officer of the Corporation) designated by the Board of Directors or chosen at the meeting by the stockholders entitled to cast a majority of the votes which all stockholders present in person or by proxy are entitled to cast. The individual acting as chair of the meeting may delegate any or all of his or her authority and responsibilities as such to any other director or officer of the Corporation present in person at the meeting. The secretary, or in the absence of the secretary an assistant secretary, shall act as secretary of the meeting, but in the absence of the secretary and any assistant secretary, the chair of the meeting may appoint any person to act as secretary of the meeting. The order of business at each such meeting shall be as determined by the chair of the meeting. The chair of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts and things as are necessary or desirable for the proper conduct of the meeting, including, without limitation, (i) the establishment of procedures for the maintenance of order and safety, (ii) limitation on participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies and such other persons as the chair of the meeting shall permit, (iii) limitation on the time allotted for consideration of each agenda item and for questions or comments by meeting participants, (iv) restrictions on entry to such meeting after the time prescribed for the commencement thereof and (v) the opening and closing of the voting polls. The Board of Directors, in its discretion, or the chair of the meeting, in his or her discretion, may require that any votes cast at such meeting shall be cast by written ballot.

(b) In advance of any meeting of stockholders, the Board of Directors, by resolution, or the chair of the meeting may appoint one or more inspectors of elections to act at the meeting and make a written report thereof. One or more other persons may be designated as alternate inspectors to replace any inspector who fails to act. Unless otherwise required by applicable law, inspectors may be officers, employees or agents of the Corporation. Each inspector, before entering upon the discharge of the duties of inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The inspector or inspectors may (i) ascertain the number of shares outstanding and the voting power of each; (ii) determine the number of shares represented at a meeting and the validity of proxies or ballots; (iii) count all votes and ballots; (iv) determine any challenges made to any determination made by the inspector(s); and (v) certify the determination of the number of shares represented at the meeting and the count of all votes and ballots.

(c) Only such persons who are nominated in accordance with the procedures set forth in Section 2.12 shall be eligible to be elected at any meeting of stockholders of the Corporation to serve as directors (except as may be otherwise provided in the Articles of Incorporation with respect to any right of holders of preferred stock of the Corporation to nominate and elect a specified number of directors) and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in Section 2.12. If any proposed nomination or business was not made or proposed in compliance with Section 2.12 (including proper notice under Section 2.13, if applicable, and including whether the stockholder or beneficial owner, if any, on whose behalf the nomination or proposal is made solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies in compliance with such stockholder's representation pursuant to clause (a)(iv)(D) of Section 2.13, if applicable), then the chair of the meeting shall have the power to declare that such nomination shall be disregarded or that such proposed business shall not be transacted. If the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or proposed business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 2.10, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or authorized by a writing executed by such stockholder (or a reliable reproduction or electronic transmission of the writing) delivered to the Corporation prior to the making of such nomination or proposal at such meeting by such stockholder stating that such person is authorized to act for such stockholder as proxy at the meeting of stockholders.

Section 2.11 Consent to Meetings. Attendance of a person at a meeting, present in person or represented by proxy, shall constitute a waiver of notice of such meeting, except when the person objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called, noticed or convened and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters not included in the notice, to the extent such notice is required, if such objection is expressly made at the time any such matters are presented at the meeting. Neither the business to be transacted at nor the purpose of any regular or special meeting of stockholders need be specified in any written waiver of notice or consent, except as otherwise provided in these Bylaws.

Section 2.12 Director Nominations and Business Conducted at Meetings of Stockholders. Nominations of persons for election to the Board of Directors of the Corporation and the proposal of business to be considered by the stockholders may be made at an annual meeting of stockholders (i) by or at the direction of the Board of Directors or the Chair or (ii) by any stockholder of the Corporation who is entitled to vote on such matter at the meeting, who complied with the applicable notice procedures set forth in Section 2.13 and who was a stockholder of record at the time such notice is delivered to the secretary of the Corporation. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (i) by or at the direction of the Board of Directors or the Chair, or (ii) by any stockholder of the Corporation who is entitled to vote on such matter at the meeting, who complied with the applicable notice procedures set forth in Section 2.13 and who was a stockholder of record at the time such notice is delivered to the secretary of the Corporation.

Section 2.13 Advance Notice of Director Nominations and Stockholder Proposals by Stockholders.

(a) For nominations or other business to be properly brought before an annual meeting by a stockholder and for nominations to be properly brought before a special meeting by a stockholder in each case pursuant to Section 2.12, the stockholder of record must have given timely notice thereof in writing to the secretary of the Corporation, and, in the case of business other than nominations, such other business must be a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the secretary at the principal executive offices of the Corporation not later than the close of business on the 90th day nor earlier than the close of business on the 120th day prior to the first anniversary of the immediately preceding year's annual meeting; provided that in the event that the date of the annual meeting is more than thirty (30) days before or more than seventy (70) days after such anniversary date, or if no annual meeting was held in the preceding year, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the 120th day prior to such annual meeting and not later than the close of business on the later of the 90th day prior to such annual meeting or the 10th day following the day on which public announcement (as defined below) of the date of such meeting is first made by the Corporation. In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. The notice must be provided by a stockholder of record and must set forth:

(i) as to each person whom the stockholder proposes to nominate for election or re-election as a director all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected;

(ii) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend these Bylaws, the language of the proposed amendment), the reasons for conducting such business at the meeting and any substantial interest (within the meaning of Item 5 of Schedule 14A under the Exchange Act) in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made;

(iii) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination is made or the business is proposed: (A) the name and address of such stockholder, as they appear on the Corporation's books, and the name and address of such beneficial owner, (B) the class and number of shares of stock of the Corporation which are owned of record by such stockholder and such beneficial owner as of the date of the notice, and a representation that the stockholder will notify the Corporation in writing within five (5) business days after the record date for such meeting of the class and number of shares of stock of the Corporation owned of record by the stockholder and such beneficial owner as of the record date for the meeting, and (C) a representation that the stockholder intends to appear in person or by proxy at the meeting to propose such nomination or business;

(iv) as to the stockholder giving the notice or, if the notice is given on behalf of a beneficial owner on whose behalf the nomination is made or the business is proposed, as to such beneficial owner, and if such stockholder or beneficial owner is an entity, as to each director, executive, managing member or control person of such entity (any such person, a "control person"): (A) the class and number of shares of stock of the Corporation which are beneficially owned (as defined below) by such stockholder or beneficial owner and by any control person as of the date of the notice, and a representation that the stockholder will notify the Corporation in writing within five (5) business days after the record date for such meeting of the class and number of shares of stock of the Corporation beneficially owned by such stockholder or beneficial owner and by any control person as of the record date for the meeting, (B) a description of any agreement, arrangement or understanding with respect to the nomination or other business between or among such stockholder or beneficial owner or control person and any other person, including without limitation any agreements that would be required to be disclosed pursuant to Item 5 or Item 6 of Exchange Act Schedule 13D (regardless of whether the requirement to file a Schedule 13D is applicable to the stockholder, beneficial owner or control person) and a representation that the stockholder will notify the Corporation in writing within five (5) business days after the record date for such meeting of any such agreement, arrangement or understanding in effect as of the record date for the meeting, (C) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, hedging transactions, and borrowed or loaned shares) that has been entered into as of the date of the stockholder's notice by, or on behalf of, such stockholder or beneficial owner and by any control person or any other person acting in concert with any of the foregoing, the effect or intent of which is to mitigate loss, manage risk or benefit from changes in the share price of any class of the Corporation's stock, or maintain, increase or decrease the voting power of the stockholder or beneficial owner with respect to shares of stock of the Corporation, and a representation that the stockholder will notify the Corporation in writing within five (5) business days after the record date for such meeting of any such agreement, arrangement or understanding in effect as of the record date for the meeting, (D) a representation whether the stockholder or the beneficial owner, if any, and any control person will engage in a solicitation with respect to the nomination or business and, if so, the name of each participant (as defined in Item 4 of Schedule 14A under the Exchange Act) in such solicitation and whether such person intends or is part of a group which intends to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding stock required to approve or adopt the business to be proposed (in person or by proxy) by the stockholder; and

(v) a certification that the stockholder giving the notice and the beneficial owner(s), if any, on whose behalf the nomination is made or the business is proposed, has or have complied with all applicable federal, state and other legal requirements in connection with such stockholder's and/or each such beneficial owner's acquisition of shares of capital stock or other securities of the Corporation and/or such stockholder's and/or each such beneficial owner's acts or omissions as a stockholder of the Corporation, including, without limitation, in connection with such nomination or proposal.

(b) The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as a director of the Corporation, including information relevant to a determination whether such proposed nominee can be considered an independent director.

(c) For purposes of Section 2.13(a), a "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or a comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act. For purposes of clause (a)(iv)(A) of this Section 2.13, shares shall be treated as "beneficially owned" by a person if the person beneficially owns such shares, directly or indirectly, for purposes of Section 13(d) of the Exchange Act and Regulations 13D and 13G thereunder or has or shares pursuant to any agreement, arrangement or understanding (whether or not in writing): (i) the right to acquire such shares (whether such right is exercisable immediately or only after the passage of time or the fulfillment of a condition or both), (ii) the right to vote such shares, alone or in concert with others and/or (iii) investment power with respect to such shares, including the power to dispose of, or to direct the disposition of, such shares.

(d) This Section 2.13 shall not apply to notice of a proposal to be made by a stockholder if the stockholder has notified the Corporation of his or her intention to present the proposal at an annual or special meeting only pursuant to and in compliance with Rule 14a-8 under the Exchange Act and such proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for such meeting. Any nomination of a person for election to the Board of Directors pursuant to Section 2.12 and Section 2.13 of these Bylaws shall be subject to, and must comply with, the provisions of Rule 14a-19 under the Exchange Act.

(e) If the stockholder does not provide the information required under clause (a)(iii)(B) and clauses (a)(iv)(A)-(C) of this Section 2.13 to the Corporation within the time frames specified herein, or in the event of noncompliance with the provisions of Rule 14a-19 under the Exchange Act with respect to a nomination of a person for election to the Board of Directors, or if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or proposed business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. The chair of the meeting shall have the power to determine whether notice of a nomination or of any business proposed to be brought before the meeting was properly made in accordance with the procedures set forth in this Section 2.13. Notwithstanding the foregoing provisions hereof, a stockholder shall also comply with all applicable requirements of the Exchange Act, and the rules and regulations thereunder with respect to the matters set forth herein.

Section 2.14 Meetings Through Remote Communications. Stockholders may participate in a meeting of the stockholders by any means of remote communication or other available technology utilized by the Corporation, including without limitation, videoconferencing, teleconferencing, webcast or other similar method of communication by which all individuals participating in the meeting can hear each other. If any such means are utilized, the Corporation shall, to the extent required under the NRS, implement reasonable measures to (a) verify the identity of each person participating through such means as a stockholder and (b) provide the stockholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to communicate, and to read or hear the proceedings of the meeting in a substantially concurrent manner with such proceedings. Participation in a meeting pursuant to this Section 2.14 constitutes presence in person at the meeting. Notwithstanding anything to the contrary in these Bylaws, a meeting of stockholders may be held solely by remote communication pursuant to and in accordance with NRS 78.320(4)-(6).

ARTICLE III
DIRECTORS

Section 3.1 General Powers; Performance of Duties. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, except as otherwise provided in the NRS or the Articles of Incorporation.

Section 3.2 Number, Tenure, and Qualifications. The Board of Directors shall consist of at least one (1) individual, with the number of directors fixed and thereafter changed from time to time, without the need for an amendment to these Bylaws or the Articles of Incorporation (i) prior to the Trigger Date, by resolution(s) adopted by (a) the Board of Directors or (b) the holders of at least a majority of the voting power of the outstanding shares of the Common Stock; and (ii) from and after the Trigger Date, solely by resolution(s) adopted by the Board of Directors. Each director shall hold office until his or her successor shall be elected or appointed and qualified or until his or her earlier death, retirement, disqualification, resignation or removal. No reduction of the number of directors shall have the effect of removing any director prior to the expiration of his or her term of office. No provision of this Section 3.2 shall restrict the right of the Board of Directors to fill vacancies or the right of the stockholders to remove directors, each as provided in these Bylaws. Directors need not be stockholders.

Section 3.3 Chair of the Board. The Board of Directors shall elect the Chair from the members of the Board of Directors, who shall preside at all meetings of the Board of Directors and stockholders at which he or she shall be present and shall have and may exercise such powers as may, from time to time, be assigned to him or her by the Board of Directors, these Bylaws or as provided by law.

Section 3.4 Vice Chair of the Board. The Board of Directors shall elect the Vice Chair from the members of the Board of Directors who, in the absence of the Chair, shall preside at all meetings of the Board of Directors and stockholders at which he or she shall be present and shall have and may exercise such powers as may, from time to time, be assigned to him or her by the Board of Directors, these Bylaws or as provided by law.

Section 3.5 Classification and Elections.

(a) Prior to the Trigger Date, the directors shall not be classified.

(b) From and after the Trigger Date:

(i) The directors (other than any director who may be elected solely by the holders of any series of preferred stock under circumstances specified in the certificate of designation for such series of preferred stock) shall be classified with respect to the time for which they shall hold their respective offices, by dividing them into three classes, to be known as "Class I," "Class II" and "Class III," as determined by the Board of Directors at such time.

(ii) The initial allocation of directors into classes shall be made by resolution(s) adopted by the Board of Directors. The term of office of the initial Class I directors shall expire at the first regularly scheduled annual meeting of the stockholders following the Trigger Date, the term of office of the initial Class II directors shall expire at the second annual meeting of the stockholders following the Trigger Date, and the term of office of the initial Class III directors shall expire at the third annual meeting of the stockholders following the Trigger Date. At each annual meeting of stockholders, commencing with the first regularly scheduled annual meeting of stockholders following the Trigger Date, each of the individuals elected to succeed the directors of a class whose term shall have expired at such annual meeting shall be elected to hold office for a three (3)-year term and until the third annual meeting next succeeding his or her election and until his or her successor shall have been duly elected and qualified.

(iii) The number of directors in each class, which shall be such that as near as possible to one-third and at least one-fourth (or such other fraction as required by the NRS) in number are elected at each annual meeting, shall be established from time to time by resolution of the Board of Directors and shall be increased or decreased by resolution of the Board of Directors, as the Board of Directors deems appropriate whenever the total number of directors is increased or decreased.

(iv) If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, but in no case will a decrease in the number of directors have the effect of removing or shortening the term of any incumbent director.

Section 3.6 Removal and Resignation of Directors. Subject to any rights of the holders of preferred stock, if any, and except as otherwise provided in the NRS, any director may be removed from office, with or without cause, by the affirmative vote of the holders of not less than two-thirds (2/3) of the voting power of the issued and outstanding stock of the Corporation entitled to vote generally in the election of directors (voting together as a single class), excluding stock entitled to vote only upon the happening of a fact or event unless such fact or event shall have occurred; provided that from and after the Trigger Date, a director may be removed only for cause. In addition, a director may be removed pursuant to and in accordance with NRS 78.335(8) by majority vote of the other directors (even if less than a quorum), acting at a meeting and not by written consent, and without a vote of the stockholders. Any director serving on a committee of the Board of Directors may be removed from such committee at any time by the Board of Directors. Any director may resign from the Board of Directors or any committee thereof at any time effective upon giving written notice, unless the notice specifies a later time for effectiveness of such resignation, to the Chair, the chief executive officer, the president or the secretary, or in the absence of all of them, to any other officer of the Corporation and, in the case of a committee, to the chair of such committee, if there be one.

Section 3.7 Vacancies; Newly Created Directorships. Subject to the Articles of Incorporation or any rights of the holders of preferred stock, if any, any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring on the Board of Directors may be filled by a majority of the Board of Directors then in office, even if less than a quorum, or by a sole remaining director. The directors so chosen shall (i) in the case of the Board of Directors, hold office until the next annual meeting of stockholders and until their successors are duly elected and qualified, or until their earlier death, resignation, retirement, disqualification or removal and (ii) in the case of any committee of the Board of Directors, hold office until their successors are duly appointed by the Board of Directors or until their earlier death, resignation, retirement, disqualification or removal. Any director of any class elected to fill a vacancy resulting from an increase in the number of directors of such class or from the removal from office, death, disability, resignation or disqualification of a director or other cause shall hold office for a term that shall coincide with the remaining term of that class.

Section 3.8 Regular Meetings. The Board of Directors may provide by resolution the physical location, date, and hour, and/or the method of remote communication, for holding regular meetings, and if the Board of Directors so provides with respect to a regular meeting, notice of such regular meeting shall not be required.

Section 3.9 Special Meetings. Subject to any rights of the holders of preferred stock, if any, and except as otherwise required by law, special meetings of the Board of Directors may be called only by the Chair (or in his or her absence, the Vice Chair), or if there be no Chair or Vice Chair, by the chief executive officer, or by the president or the secretary, and shall be called by the Chair (or in his or her absence, the Vice Chair), the chief executive officer, the president, or the secretary upon the request of at least a majority of the Board of Directors. If the Chair (or in his or her absence the Vice Chair), or if there be no Chair or Vice Chair, each of the chief executive officer, the president, and the secretary, fails for any reason to call such special meeting, a special meeting may be called by a notice signed by at least a majority of the Board of Directors.

Section 3.10 Place of Meetings. Any regular or special meeting of the Board of Directors may be held at such physical location, either within or without the State of Nevada, and/or by such method of remote communication as the Board of Directors, or in the absence of such designation, as the notice calling such meeting, may designate. A waiver of notice signed by the directors may designate any physical location or method of remote communication for the holding of such meeting.

Section 3.11 Notice of Meetings. Except as otherwise provided in Section 3.8, there shall be delivered to each director at the address appearing for him or her on the records of the Corporation, at least twenty-four (24) hours before the time of such meeting, a copy of a written notice of any meeting (i) by delivery of such notice personally, (ii) by mailing such notice postage prepaid, (iii) by facsimile, (iv) by overnight courier, or (v) by electronic transmission or electronic writing, including, without limitation, e-mail. If mailed to an address inside the United States, the notice shall be deemed delivered two (2) business days following the date the same is deposited in the United States mail, postage prepaid. If mailed to an address outside the United States, the notice shall be deemed delivered four (4) business days following the date the same is deposited in the United States mail, postage prepaid. If sent via overnight courier, the notice shall be deemed delivered the business day following the delivery of such notice to the courier. If sent via facsimile, the notice shall be deemed delivered upon sender's receipt of confirmation of the successful transmission. If sent by electronic transmission (including, without limitation, e-mail), the notice shall be deemed delivered when directed to the e-mail address of the director appearing on the records of the Corporation and otherwise pursuant to the applicable provisions of NRS Chapter 75. If the address of any director is incomplete or does not appear upon the records of the Corporation, it will be sufficient to address any notice to such director at the registered office of the Corporation. Any director may waive notice of any meeting, and the attendance of a director at a meeting shall constitute waiver of notice of the meeting unless such director objects, prior to the transaction of any business, that the meeting was not lawfully called, noticed or convened. Attendance for the express purpose of objecting to the transaction of business thereat because the meeting was not properly called or convened shall not constitute presence or a waiver of notice for purposes hereof.

Section 3.12 Quorum; Adjourned Meetings.

(a) A majority of the directors in office or a majority of the directors constituting such committee, as the case may be, at a meeting duly assembled is necessary to constitute a quorum for the transaction of business and the vote of a majority of the directors or committee members, as applicable, present at any meeting at which there is a quorum shall be the act of the Board of Directors or such committee, as applicable.

(b) At any meeting of the Board of Directors where a quorum is not present, a majority of those present may adjourn, from time to time, until a quorum is present, and no notice of such adjournment shall be required. At any adjourned meeting where a quorum is present, any business may be transacted which could have been transacted at the meeting originally called.

Section 3.13 Manner of Acting. The affirmative vote of a majority of the directors present at a meeting at which a quorum is present is the act of the Board of Directors.

Section 3.14 Meetings Through Remote Communications. Members of the Board of Directors or of any committee designated by the Board of Directors may participate in a meeting of the Board of Directors or such committee by any means of remote communication or other available technology utilized by the Corporation, including, without limitation, videoconferencing, teleconferencing, webcast or other similar method of communication by which all individuals participating in the meeting can hear each other. If any such means are utilized, the Corporation shall, to the extent required under the NRS, implement reasonable measures to (a) verify the identity of each person participating through such means as a director or member of the committee, as the case may be, and (b) provide the directors or members of the committee a reasonable opportunity to participate in the meeting and to vote on matters submitted to the directors or members of the committee, including an opportunity to communicate, and to read or hear the proceedings of the meeting in a substantially concurrent manner with such proceedings. Participation in a meeting pursuant to this Section 3.14 constitutes presence in person at the meeting.

Section 3.15 Action Without Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or of a committee thereof may be taken without a meeting if, before or after the action, a written consent thereto is signed by all of the members of the Board of Directors or the committee, excluding any director(s) not required to sign such consent pursuant to and in accordance with NRS 78.315(2). The written consent may be signed manually or electronically (or by any other means then permitted under the NRS) and in counterparts, including, without limitation, counterparts delivered by facsimile or electronic transmission, and shall be filed with the minutes of the proceedings of the Board of Directors or committee.

Section 3.16 Powers and Duties; Committees.

(a) Except as otherwise restricted by NRS Chapter 78 or the Articles of Incorporation, the Board of Directors has full control over the business and affairs of the Corporation. The Board of Directors may delegate any of its authority to manage, control or conduct the business of the Corporation to any standing or special committee, or to any officer or agent, and to appoint any persons to be agents of the Corporation with such powers, including the power to subdelegate, and upon such terms as it deems fit.

(b) The Board of Directors, in its discretion, or the chair presiding at a meeting of stockholders, in his or her discretion, may submit any contract or act for approval or ratification at any annual meeting of the stockholders or any special meeting properly called and noticed for the purpose of considering any such contract or act, if a quorum is present.

(c) The Board of Directors may designate one or more committees, provided that each such committee must have at least one director of the Corporation as a member. Each member of a committee must meet the requirements for membership, if any, imposed by applicable law and rules and regulations of any securities exchange or quotation system on which the securities of the Corporation are listed or quoted. Unless the Articles of Incorporation, the charter of the committee, or the resolutions designating the committee expressly require that all members of such committee be directors of the Corporation, the Board of Directors may appoint natural persons who are not directors of the Corporation to serve on such committee. The Board of Directors may designate one or more individuals as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another individual to act at the meeting in the place of any such absent or disqualified member. Subject to applicable law and to the extent provided in the resolution of the Board of Directors, any such committee shall have and may exercise all the powers of the Board of Directors in the management of the business and affairs of the Corporation. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required. Notwithstanding anything to the contrary contained in this Article III, the resolutions of the Board of Directors establishing any committee of the Board of Directors and/or the charter of any such committee may establish requirements or procedures relating to the governance and/or operation of such committee that are different from, or in addition to, those set forth in these Bylaws and, to the extent that there is any inconsistency between these Bylaws and any such resolutions or charter, the terms of such resolutions or charter shall be controlling.

Section 3.17 Compensation. The Board of Directors, without regard to personal interest, may establish the compensation of directors for services in any capacity. If the Board of Directors establishes the compensation of directors pursuant to this Section 3.17, such compensation is presumed to be fair to the Corporation unless proven unfair by a preponderance of the evidence.

Section 3.18 Organization. Meetings of the Board of Directors shall be presided over by the Chair, or in the absence of the Chair by the Vice Chair, or in his or her absence by a chair chosen at the meeting. The secretary, or in the absence, of the secretary an assistant secretary, shall act as secretary of the meeting, but in the absence of the secretary and any assistant secretary, the chair of the meeting may appoint any person to act as secretary of the meeting. The order of business at each such meeting shall be as determined by the chair of the meeting.

ARTICLE IV
OFFICERS

Section 4.1 Election. The Board of Directors shall elect or appoint a president, secretary and treasurer, or the respective equivalents of such offices, in accordance with NRS 78.130(1). The Board of Directors may from time to time, by resolution, elect or appoint such other officers and agents as it may deem advisable, who shall hold office at the pleasure of the Board of Directors, and shall have such powers and duties and be paid such compensation as may be directed by the Board of Directors; provided that the Board of Directors may empower the chief executive officer or, in the absence of a chief executive officer, the president, to appoint such other subordinate officers as the business of the Corporation may require. Each officer of the Corporation shall serve until their respective successors are elected and appointed and shall qualify or until their earlier resignation or removal. Any individual may simultaneously hold two or more offices. The salaries of all officers of the Corporation shall be fixed by the Board of Directors.

Section 4.2 Removal; Resignation. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause. Any officer may resign at any time upon written notice to the Corporation. Any such removal or resignation shall be subject to the rights, if any, of the respective parties under any contract between the Corporation and such officer or agent.

Section 4.3 Vacancies. Any vacancy in any office because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term of such office.

Section 4.4 Chief Executive Officer. The Board of Directors may elect a chief executive officer who, subject to the supervision and control of the Board of Directors, shall have the ultimate responsibility for the management and control of the business and affairs of the Corporation, and perform such other duties and have such other powers which are delegated to him or her by the Board of Directors, these Bylaws or as provided by law. In the absence of a president, the chief executive officer shall perform the duties and have the powers of the president.

Section 4.5 President. The president, subject to the supervision and control of the Board of Directors, shall in general actively supervise and control the business and affairs of the Corporation. The president shall keep the Board of Directors fully informed as the Board of Directors may request and shall consult the Board of Directors concerning the business of the Corporation. The president shall perform such other duties and have such other powers which are delegated and assigned to him or her by the Board of Directors, the chief executive officer, these Bylaws or as provided by law. If a chief executive officer of the Corporation is not elected or appointed, the president shall also be deemed the chief executive officer of the Corporation.

Section 4.6 Vice President. The Board of Directors may elect one or more vice presidents. In the absence or in the event of the disability of the president, or at the president's request, the vice president(s) in order of their rank as fixed by the Board of Directors, and if not ranked in the order designated by the president, shall perform all of the duties of the president, and when so acting, shall have all the powers of, and be subject to all the restrictions on, the president. Each vice president shall perform such other duties and have such other powers that are delegated and assigned to him or her by the Board of Directors, the chief executive officer, the president, these Bylaws or as provided by law.

Section 4.7 Secretary. The secretary shall attend all meetings of the stockholders, the Board of Directors and any committees thereof, and shall keep, or cause to be kept, the minutes of proceedings thereof in books provided for that purpose. He or she shall keep, or cause to be kept, a register of the stockholders of the Corporation and shall be responsible for the giving of notice of meetings of the stockholders, the Board of Directors and any committees, and shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. The secretary shall be custodian of the corporate seal, if any, the records of the Corporation, the stock certificate books, transfer books and stock ledgers, and such other books and papers as the Board of Directors or any appropriate committee may direct. The secretary shall perform all other duties commonly incident to his or her office and shall perform such other duties which are assigned to him or her by the Board of Directors, the chief executive officer, the president, these Bylaws or as provided by law.

Section 4.8 Treasurer. The treasurer shall have the care and custody of, and be responsible for, all of the money, funds, securities, receipts and valuable papers, documents and instruments of the Corporation, and all books and records relating thereto. The treasurer shall keep, or cause to be kept, full and accurate books of accounts of the Corporation's transactions, which shall be the property of the Corporation, and shall render financial reports and statements of condition of the Corporation when so requested by the Board of Directors, the Chair, the chief executive officer, or the president. The treasurer shall perform all other duties commonly incident to his or her office and such other duties as may, from time to time, be assigned to him or her by the Board of Directors, the chief executive officer, the president, these Bylaws or as provided by law. The treasurer shall, if required by the Board of Directors, give a bond to the Corporation in such sum and with such security as shall be approved by the Board of Directors for the faithful performance of all the duties of the treasurer and for restoration to the Corporation, in the event of the treasurer's death, resignation, retirement or removal from office, of all books, records, papers, vouchers, money and other property in the treasurer's custody or control and belonging to the Corporation. The expense of such bond shall be borne by the Corporation. In the absence of a treasurer, the chief financial officer shall perform the duties and have the powers of the treasurer.

Section 4.9 Execution of Negotiable Instruments, Deeds and Contracts. All (i) checks, drafts, notes, bonds, bills of exchange, and orders for the payment of money of the Corporation, (ii) deeds, mortgages, proxies, powers of attorney and other written contracts, documents, instruments and agreements to which the Corporation shall be a party and (iii) assignments or endorsements of stock certificates, registered bonds or other securities owned by the Corporation shall be signed in the name of the Corporation by such officers or other persons as the Board of Directors may from time to time designate. The Board of Directors may authorize the use of the facsimile signatures of any such persons. Any officer of the Corporation shall be authorized to attend, act and vote, or designate another officer or an agent of the Corporation to attend, act and vote, at any meeting of the owners of any entity in which the Corporation may own an interest or to take action by written consent in lieu thereof. Such officer or agent, at any such meeting or by such written action, shall possess and may exercise on behalf of the Corporation any and all rights and powers incident to the ownership of such interest.

ARTICLE V
CAPITAL STOCK

Section 5.1 Issuance. Shares of the Corporation's authorized capital stock shall, subject to any provisions or limitations of the laws of the State of Nevada, the Articles of Incorporation or any contracts or agreements to which the Corporation may be a party, be issued in such manner, at such times, upon such conditions and for such consideration as shall be prescribed by the Board of Directors.

Section 5.2 Stock Certificates and Uncertificated Shares.

(a) The Board of Directors may authorize the issuance of uncertificated shares of some or all of any or all classes or series of the Corporation's stock. Any such issuance of uncertificated shares shall have no effect on existing certificates for shares until such certificates are surrendered to the Corporation, or on the respective rights and obligations of the stockholders. Within a reasonable time after the issuance or transfer of uncertificated shares on the books of the Corporation, the Corporation shall send to the registered holder thereof a written statement certifying the number and class (and the designation of the series, if any) of the shares owned by such stockholder in the Corporation and any restrictions on the transfer or registration of such shares imposed by the Articles of Incorporation, these Bylaws, any agreement among stockholders or any agreement between the stockholders and the Corporation, and, within ten (10) days after receipt of a written request therefor from the stockholder of record, the Corporation shall provide to such stockholder of record holding uncertificated shares, a written statement confirming the information contained in such written statement previously sent to the stockholder of record. Except as otherwise expressly provided by the NRS, the rights and obligations of the stockholders of the Corporation shall be identical whether or not their shares of stock are represented by certificates.

(b) The Board of Directors may authorize the issuance of certificated shares, in which event every holder of stock in the Corporation shall be entitled to have a certificate signed by or in the name of the Corporation by (i) the chief executive officer, the president, or a vice president and (ii) the secretary, an assistant secretary, the treasurer or the chief financial officer of the Corporation (or any other two officers or agents so authorized by the Board of Directors), certifying the number of shares of stock owned by him, her or it in the Corporation. Whenever any such certificate is countersigned or otherwise authenticated by a transfer agent or a transfer clerk and by a registrar (other than the Corporation), then a facsimile of the signatures of any corporate officers or agents, the transfer agent, transfer clerk or the registrar of the Corporation may be printed or lithographed upon the certificate in lieu of the actual signatures. In the event that any officer or officers who have signed, or whose facsimile signatures have been used on any certificate or certificates for stock cease to be an officer or officers because of death, resignation or other reason, before the certificate or certificates for stock have been delivered by the Corporation, the certificate or certificates may nevertheless be adopted by the Corporation and be issued and delivered as though the person or persons who signed the certificate or certificates, or whose facsimile signature or signatures have been used thereon, had not ceased to be an officer or officers of the Corporation.

(c) Each certificate representing shares shall state the following upon the face thereof: the name of the state of the Corporation's organization; the name of the person to whom issued; the number and class of shares and the designation of the series, if any, which such certificate represents; the par value of each share, if any, represented by such certificate or a statement that the shares are without par value. Certificates of stock shall be in such form consistent with law as shall be prescribed by the Board of Directors. No certificate shall be issued until the shares represented thereby are fully paid. In addition to the foregoing, all certificates evidencing shares of the Corporation's stock or other securities issued by the Corporation shall contain such legend or legends as may from time to time be required by the NRS or such other federal, state or local laws or regulations then in effect.

Section 5.3 Surrendered; Lost or Destroyed Certificates. All certificates surrendered to the Corporation, except those representing treasury shares, shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been canceled, except that in case of a lost, stolen, destroyed or mutilated certificate, a new one may be issued therefor. However, any stockholder applying for the issuance of a stock certificate in lieu of one alleged to have been lost, stolen, destroyed or mutilated shall, prior to the issuance of a replacement, provide the Corporation with his, her or its affidavit of the facts surrounding the loss, theft, destruction or mutilation and, if required by the Board of Directors, an indemnity bond in an amount not less than twice the then-current market value of the stock, and upon such terms as the treasurer or the Board of Directors shall require which shall indemnify the Corporation against any loss, damage, cost or inconvenience arising as a consequence of the issuance of a replacement certificate.

Section 5.4 Replacement Certificate. When the Articles of Incorporation are amended in any way affecting the statements contained in the certificates for outstanding shares of capital stock of the Corporation or it becomes desirable for any reason, in the discretion of the Board of Directors, including, without limitation, the merger of the Corporation with another Corporation or the conversion or reorganization of the Corporation, to cancel any outstanding certificate for shares and issue a new certificate therefor conforming to the rights of the holder, the Board of Directors may order any holders of outstanding certificates for shares to surrender and exchange the same for new certificates within a reasonable time to be fixed by the Board of Directors. The order may provide that a holder of any certificate(s) ordered to be surrendered shall not be entitled to vote, receive distributions or exercise any other rights of stockholders of record until the holder has complied with the order, but the order operates to suspend such rights only after notice and until compliance.

Section 5.5 Transfer of Shares. No transfer of stock shall be valid as against the Corporation except on surrender and cancellation of any certificate(s) therefor accompanied by an assignment or transfer by the registered owner made either in person or under assignment. Whenever any transfer shall be expressly made for collateral security and not absolutely, the collateral nature of the transfer shall be reflected in the entry of transfer in the records of the Corporation.

Section 5.6 Transfer Agent; Registrars. The Board of Directors may appoint one or more transfer agents, transfer clerks and registrars of transfer and may require all certificates for shares of stock to bear the signature of such transfer agents, transfer clerks and/or registrars of transfer.

Section 5.7 Miscellaneous. The Board of Directors shall have the power and authority to make such rules and regulations not inconsistent herewith as it may deem expedient concerning the issue, transfer, and registration of certificates for shares of the Corporation's stock.

Section 5.8 Inapplicability of Acquisition of Controlling Interest Statutes. Notwithstanding any other provision in these Bylaws to the contrary, and in accordance with the provisions of NRS 78.378, the provisions of NRS 78.378 to 78.3793, inclusive, or any successor statutes, relating to acquisitions of controlling interests in the Corporation shall not apply to the Corporation or to any acquisition of any shares of the Corporation's capital stock.

ARTICLE VI
DISTRIBUTIONS

Section 6.1 Distributions. Distributions (as defined in NRS 78.191) may be declared, subject to the provisions of the laws of the State of Nevada and the Articles of Incorporation, by the Board of Directors at any regular or special meeting of the Board of Directors (or any action by written consent in lieu thereof in accordance with Section 3.15 hereof) and may be paid in cash, shares of corporate stock, property or any other medium not prohibited under applicable law. The Board of Directors may fix in advance a record date, in accordance with and as provided in Section 2.5, prior to the distribution for the purpose of determining stockholders entitled to receive any distribution.

Section 6.2 Record Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive distributions, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by law.

ARTICLE VII
RECORDS AND REPORTS; CORPORATE SEAL; FISCAL YEAR

Section 7.1 Records. All original records of the Corporation, shall be kept at the principal office of the Corporation by or under the direction of the secretary or at such other place or by such other person as may be prescribed by these Bylaws or the Board of Directors.

Section 7.2 Corporate Seal. The Board of Directors may, by resolution, authorize a seal, and the seal may be used by causing it, or a facsimile, to be impressed or affixed or reproduced or otherwise. Except as otherwise specifically provided in these Bylaws, any officer of the Corporation shall have the authority to affix the seal to any document requiring it.

Section 7.3 Fiscal Year-End. The fiscal year-end of the Corporation shall be such date as may be fixed from time to time by resolution of the Board of Directors.

Section 7.4 Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

ARTICLE VIII
INDEMNIFICATION

Section 8.1 Indemnification and Insurance.

(a) Indemnification of Directors and Officers.

(i) For purposes of this Article VIII, (A) "**Indemnitee**" shall mean each director or officer who was or is a party to, or is threatened to be made a party to, or is otherwise involved in, any Proceeding (as defined below), by reason of the fact that he or she is or was a director, officer, employee or agent (including, without limitation, as a trustee, fiduciary, administrator or manager) of the Corporation or any predecessor entity thereof, or is or was serving in any capacity at the request of the Corporation as a director, officer, employee or agent (including, without limitation, as a trustee, fiduciary administrator, partner, member or manager) of another corporation or any partnership, joint venture, trust, or other enterprise, or as a manager or managing member of a limited liability company, including service with respect to employee benefit plans; and (B) "**Proceeding**" shall mean any threatened, pending, or completed action, suit or proceeding (including, without limitation, an action, suit or proceeding by or in the right of the Corporation), whether civil, criminal, administrative, or investigative.

(ii) Each Indemnitee shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the laws of the State of Nevada, against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, taxes, penalties, and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by the Indemnitee in connection with any Proceeding; provided that such Indemnitee either is not liable pursuant to NRS 78.138 or acted in good faith and in a manner such Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any Proceeding that is criminal in nature, had no reasonable cause to believe that his or her conduct was unlawful. The termination of any 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 Indemnitee is liable pursuant to NRS 78.138 or did not act in good faith and in a manner in which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, or that, with respect to any criminal proceeding he or she had reasonable cause to believe that his or her conduct was unlawful. The Corporation shall not indemnify an Indemnitee for any claim, issue or matter as to which the Indemnitee has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Corporation or for any amounts paid in settlement to the Corporation, unless and only to the extent that the court in which the Proceeding was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the Indemnitee is fairly and reasonably entitled to indemnity for such amounts as the court deems proper. Except as so ordered by a court and for advancement of expenses pursuant to this Section 8.1, indemnification may not be made to or on behalf of an Indemnitee if a final adjudication establishes that his or her acts or omissions involved intentional misconduct, fraud or a knowing violation of law and was material to the cause of action. Notwithstanding anything to the contrary contained in these Bylaws, no director or officer may be indemnified for expenses incurred in defending any threatened, pending, or completed action, suit or proceeding (including without limitation, an action, suit or proceeding by or in the right of the Corporation), whether civil, criminal, administrative or investigative, that such director or officer incurred in his or her capacity as a stockholder.

(iii) Any indemnification under this Section 8.1 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Indemnitee is proper in the circumstances because such person has met the applicable standard of conduct set forth in this Section 8.1. Such determination shall be made, with respect to the Indemnitee, (i) by a majority vote of the directors who are not parties to such Proceeding, even though less than a quorum, or (ii) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion or (iv) by the stockholders. Such determination shall be made, with respect to the Indemnitees, by any person or persons having the authority to act on the matter on behalf of the Corporation. To the extent, however, that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any Proceeding, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, without the necessity of authorization in the specific case.

(iv) Indemnification pursuant to this Section 8.1 shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent of the Corporation or any predecessor entity thereof or a director, officer, employee, agent, partner, member, manager or fiduciary of another corporation or any partnership, joint venture, trust, or other enterprise , or as a manager or managing member of a limited liability company, including service with respect to employee benefit plans, and shall inure to the benefit of his or her heirs, executors and administrators. Notwithstanding anything contained in this Section 8.1 to the contrary, except for proceedings to enforce rights to indemnification, the Corporation shall not be obligated to indemnify any director or officer (or his or her heirs, executors or personal or legal representatives) or advance expenses in connection with a Proceeding (or part thereof) initiated by such person unless such Proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

(v) The expenses of Indemnitees must be paid by the Corporation or through insurance purchased and maintained by the Corporation or through other financial arrangements made by the Corporation, as such expenses are incurred and in advance of the final disposition of the Proceeding, upon receipt of an undertaking by or on behalf of such Indemnitee 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 Corporation. To the extent that an Indemnitee is successful on the merits or otherwise in defense of any Proceeding, or in the defense of any claim, issue or matter therein, the Corporation shall indemnify him or her against expenses, including attorneys' fees, actually and reasonably incurred in by him or her in connection with the defense.

(b) Good Faith Defined. For purposes of any determination under clause (a) of this Section 8.1, a person shall be deemed to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to such person by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The provisions of this clause (b) shall be subject to applicable law and shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in clause (a) of this Section 8.1, as the case may be.

(c) Indemnification of Employees and Other Persons. The Corporation may, by action of its Board of Directors and to the extent provided in such action, indemnify employees and other persons as though they were Indemnitees.

(d) Non-Exclusivity of Rights. The rights to indemnification provided in this Article VIII shall not be exclusive of any other rights that any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation or these Bylaws, agreement, vote of stockholders or directors, or otherwise. The provisions of this Section 8.1 shall not be deemed to preclude the indemnification of any person who is not an Indemnitee but whom the Corporation has the power or obligation to indemnify, under the provisions of the NRS, or otherwise.

(e) Insurance. The Corporation may purchase and maintain insurance or make other financial arrangements on behalf of any Indemnitee for any liability asserted against him or her and liability and expenses incurred by him or her in his or her capacity as a director, officer, employee, member, managing member or agent, or arising out of his or her status as such, whether or not the Corporation has the authority to indemnify him or her against such liability and expenses.

(f) Other Financial Arrangements. The other financial arrangements which may be made by the Corporation may include the following (i) the creation of a trust fund; (ii) the establishment of a program of self-insurance; (iii) the securing of its obligation of indemnification by granting a security interest or other lien on any assets of the Corporation; and (iv) the establishment of a letter of credit, guarantee or surety. No financial arrangement made pursuant to this subsection may provide protection for a person adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable for intentional misconduct, fraud, or a knowing violation of law, except with respect to advancement of expenses or indemnification ordered by a court.

(g) Other Matters Relating to Insurance or Financial Arrangements. Any insurance or other financial arrangement made on behalf of a person pursuant to this Section 8.1 may be provided by the Corporation or any other person approved by the Board of Directors, even if all or part of the other person's stock or other securities is owned by the Corporation. In the absence of fraud, (i) the decision of the Board of Directors as to the propriety of the terms and conditions of any insurance or other financial arrangement made pursuant to this Section 8.1 and the choice of the person to provide the insurance or other financial arrangement is conclusive; and (ii) the insurance or other financial arrangement is not void or voidable and does not subject any director approving it to personal liability for his action; even if a director approving the insurance or other financial arrangement is a beneficiary of the insurance or other financial arrangement.

Section 8.2 Amendment. The provisions of this Article VIII relating to indemnification shall constitute a contract between the Corporation and each of its directors and officers which may be modified as to any director or officer only with that person's consent or as specifically provided in this Section 8.2. Notwithstanding any other provision of these Bylaws relating to their amendment generally, any repeal or amendment of this Article VIII which is adverse to any director or officer shall apply to such director or officer only on a prospective basis, and shall not limit the rights of an Indemnitee to indemnification with respect to any action or failure to act occurring prior to the time of such repeal or amendment. Notwithstanding any other provision of these Bylaws (including, without limitation, Article X), no repeal or amendment of these Bylaws shall affect any or all of this Article VIII so as to limit or reduce the indemnification in any manner unless adopted by (i) the unanimous vote of the directors of the Corporation then serving, or (ii) by the stockholders as set forth in Article X; provided that no such amendment shall have a retroactive effect inconsistent with the preceding sentence.

ARTICLE IX
CHANGES IN NEVADA LAW

References in these Bylaws to the laws of the State of Nevada or the NRS or to any provision thereof shall be to such law as it existed on the date these Bylaws were adopted or as such law thereafter may be changed; provided that (i) in the case of any change which expands the liability of directors or officers or limits the indemnification rights or the rights to advancement of expenses which the Corporation may provide in Article VIII, the rights to limited liability, to indemnification and to the advancement of expenses provided in the Articles of Incorporation and/or these Bylaws shall continue as theretofore to the extent permitted by law; and (ii) if such change permits the Corporation, without the requirement of any further action by stockholders or directors, to limit further the liability of directors or limit the liability of officers or to provide broader indemnification rights or rights to the advancement of expenses than the Corporation was permitted to provide prior to such change, then liability thereupon shall be so limited and the rights to indemnification and the advancement of expenses shall be so broadened to the extent permitted by law.

ARTICLE X
AMENDMENT OR REPEAL

In furtherance and not in limitation of the powers conferred by the NRS, the Board of Directors is expressly authorized to alter, amend, rescind or repeal, in whole or in part, these Bylaws or to adopt new bylaws. These Bylaws may also be altered, amended, rescinded or repealed in any respect, and new bylaws may be adopted, in each case by the affirmative vote of the holders of at least two-thirds (2/3) of the voting power of the outstanding shares of capital stock of the Corporation, voting together as a single class. Any amendment to these Bylaws adopted by stockholders which specifies the votes that shall be necessary for the election of directors shall not be further amended or repealed by the Board of Directors.

ARTICLE XI
SEVERABILITY

If any provision(s) of these Bylaws shall be held to be invalid, illegal or unenforceable as applied to any person, entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provision(s) in any other circumstance and of the remaining provisions of these Bylaws (including, without limitation, each portion of any paragraph of these Bylaws containing any such provision(s) held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision(s) to other persons, entities and circumstances shall not in any way be affected or impaired thereby.

* * * *

CERTIFICATION

The undersigned, as the duly elected Secretary of Gemini Space Station, Inc., a Nevada corporation (the "Corporation"), does hereby certify that the foregoing Bylaws are effective as of _____, 2025.

_____
Secretary

Exhibit 4.2

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT, dated as of September [·], 2025 (this "**Agreement**"), is by and among GEMINI SPACE STATION, INC., a Nevada corporation (the "**PubCo**"), and the undersigned parties listed as "**Holders**" on the signature page hereto and any Person who hereafter becomes a party to this Agreement pursuant to the terms of this Agreement (each, a "**Holder**" and, collectively, the "**Holders**").

a. **Definitions**. For purposes of this Agreement:

i. "**Affiliate**" means, with respect to any specified Person, any other Person that, directly or indirectly through one or more intermediaries, now or hereafter, controls, is controlled by or is under common control with such specified Person. For the purposes of this definition, the term "control," when used with respect to any specified Person, means the power to direct or cause the direction of the management or policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have correlative meanings.

ii. "**Block Trade**" means a registered securities offering in which an underwriter agrees to purchase Registrable Securities at an agreed price or pricing formula without a prior public marketing process (also may be commonly referred to as an overnight transaction).

iii. "**Business Day**" means any day, other than a Saturday or a Sunday, that is neither a legal holiday nor a day on which banking institutions are generally authorized or required by law or regulation to close in the City of New York, New York.

iv. "**Class A Common Stock**" means any Class A Common Stock, par value $0.001 per share, of PubCo.

v. "**Class B Common Stock**" means any Class B Common Stock, par value $0.001 per share, of PubCo.

vi. "**Common Stock**" means the Class A Common Stock and the Class B Common Stock.

vii. "**Damages**" means any loss, damage, claim or liability (joint or several) to which a party hereto may become subject under the Securities Act, the Exchange Act, or other federal or state law, insofar as such loss, damage, claim, or liability (or any action in respect thereof) arises out of or is based upon: (A) any untrue statement or alleged untrue statement of a material fact contained in any registration statement of PubCo, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto; (B) an omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or (C) any violation or alleged violation by the indemnifying party (or any of its agents or Affiliates) of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any state securities law.

viii. "**Deemed Liquidation Event**" means: (A) any merger, consolidation, or recapitalization of PubCo in which stockholders immediately prior to such transaction do not own and control a majority of the voting power represented by the outstanding equity of the surviving entity after the closing of such transaction; or (B) a sale, exclusive license, or other transfer or disposition of all or substantially all of PubCo's assets (determined on a consolidated basis) to any Person, that in each case is not pursuant to a Liquidation.

ix. "**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

x. "**Excluded Registration**" means (A) a registration relating to the sale or grant of securities to employees of the PubCo or a Subsidiary pursuant to a stock option, stock purchase, equity incentive, or similar plan; (B) a registration relating to a transaction under SEC Rule 145 under the Securities Act; (C) a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities; or (D) a registration in which the only PubCo Stock being registered is PubCo Stock issuable upon conversion of debt securities that are also being registered.

xi. "**Form S-1**" means such form under the Securities Act as in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the SEC.

xii. "**Form S-3**" means such form under the Securities Act as in effect on the date hereof or any registration form under the Securities Act subsequently adopted by the SEC that permits forward incorporation of substantial information by reference to other documents filed by PubCo with the SEC.

xiii. "**Holder**" means any holder of Registrable Securities.

xiv. "**Initiating Holders**" means, collectively, Holders who properly initiate a registration request under this Agreement.

xv. "**Liquidation**" means any liquidation, dissolution, or winding up, voluntary or involuntary, of PubCo.

xvi. "**Person**" means any natural person, partnership, trust, estate, tax-deferred account, association, limited liability company, corporation, custodian, nominee, governmental instrumentality or agency, body politic, or any other entity in its own or any representative capacity.

xvii. "**Registrable Securities**" means any shares of Class A Common Stock (A) owned by a Holder on the date hereof, or (B) issued or issuable upon the conversion of shares of Class B Common Stock, including, in each case of clauses (A) and (B), any securities acquired as a result of any reclassification, recapitalization, stock split or combination, exchange or readjustment of such shares of Common Stock, or any stock dividend or stock distribution in respect of such shares of Common Stock; provided, however, such securities shall cease to be Registrable Securities on the earliest to occur of (a) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been disposed of in accordance with such Registration Statement; (b) such securities shall have been sold in accordance with Rule 144 and the restrictive legend shall have been removed; (c) such securities shall have been transferred in a transaction in which the transferor's rights under this Agreement are not assigned to the transferee of the securities in accordance with the terms hereof; (d) such securities shall have been otherwise transferred, new certificates or book entry credits for such securities not bearing a legend restricting further transfer shall have been delivered by PubCo and subsequent public distribution of such securities shall not require registration under the Securities Act; or (e) such securities have ceased to be outstanding.

xviii. "**Registration Statement**" means any registration statement of PubCo which covers any of the Registrable Securities, including the prospectus, amendments, and supplements to such Registration Statement, including post-effective amendments, all exhibits, and all material incorporated by reference in such Registration Statement.

xix. "**SEC**" means the U.S. Securities and Exchange Commission, or any other federal agency at the time administering the Securities Act.

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

xxi. "**SEC Rule 144**" means Rule 144 promulgated by the SEC under the Securities Act.

xxii. "**SEC Rule 145**" means Rule 145 promulgated by the SEC under the Securities Act.

xxiii. "**Selling Expenses**" means all underwriting discounts, selling commissions, and stock transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for any Holder, except for the fees and disbursements of the Selling Holder Counsel borne and paid by PubCo as provided in paragraph b(vi) of this Agreement.

xxiv. "**Subsidiary**" means, with respect to any Person, any corporation, limited liability company, partnership, association, or business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one (1) or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by that Person or one (1) or more Subsidiaries of that Person or a combination thereof.

b. **Registration Rights**. PubCo covenants and agrees as follows:

i. Demand Registration.

1. Form S-1 Demand. If PubCo is ineligible to file with the SEC a shelf registration statement on Form S-3 (or successor form) in accordance with paragraphs b(i)(2), at any time after one hundred eighty (180) days after the date hereof, if PubCo receives a request from Holders of twenty-five percent (25%) or more of the Registrable Securities then outstanding that PubCo file a Form S-1 registration statement with respect to Registrable Securities with an anticipated aggregate offering proceeds, net of Selling Expenses, that would exceed seventy-five million US dollars ($75,000,000), then PubCo shall: (x) within ten (10) days after the date such request is given, give notice thereof (the "**Demand Notice**") to all Holders other than the Initiating Holders; and (y) as soon as practicable, and in any event within sixty (60) days after the date such request is given by the Initiating Holders, file a Form S-1 registration statement under the Securities Act covering all Registrable Securities that the Initiating Holders requested to be registered and any additional Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by each such Holder to PubCo within twenty (20) days of the date the Demand Notice is given, and in each case, subject to the limitations of paragraphs b(i)(3) and b(iii) of this Agreement.

2. Form S-3 Demand. If at any time when it is eligible to use a Form S-3 registration statement, PubCo receives a request from Holders of at least ten percent (10%) of the Registrable Securities then outstanding that PubCo file a Form S-3 registration statement with respect to outstanding Registrable Securities of such Holders having an anticipated aggregate offering proceeds, net of Selling Expenses, of at least seventy-five million US dollars ($75,000,000), then PubCo shall (i) within ten (10) days after the date such request is given, give a Demand Notice to all Holders other than the Initiating Holders; and (ii) as soon as practicable, and in any event within forty-five (45) days after the date such request is given by the Initiating Holders, file a Form S-3 registration statement under the Securities Act (or a post-effective amendment or prospectus supplement to an existing Form S-3 registration statement) covering all Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by each such Holder to PubCo within twenty (20) days of the date the Demand Notice is given, and in each case, subject to the limitations of paragraphs b(i)(3) and b(iii) of this Agreement. Such Form S-3 registration statement may also cover any other securities of PubCo and other Holders of PubCo's securities.

3. Blackout Periods. Notwithstanding the foregoing obligations, if in the good faith judgment of the board of directors of PubCo it would be materially detrimental to PubCo and its shareholders for such registration statement to either become effective or remain effective for as long as such registration statement otherwise would be required to remain effective, or to commence an offering, because such action would: (i) materially interfere with a significant acquisition, corporate reorganization, or other similar transaction involving PubCo; (ii) require premature disclosure of material information that PubCo has a bona fide business purpose for preserving as confidential; or (iii) render PubCo unable to comply with requirements under the Securities Act or Exchange Act, then PubCo shall have the right to defer taking action with respect to such filing or offering, and any time periods with respect to filing or effectiveness thereof shall be tolled correspondingly, for a period of not more than ninety (90) days after the request of the Initiating Holders is given; provided, however, that PubCo may not invoke this right more than once in any twelve (12) month period; and provided, further that PubCo shall not register any securities for its own account or that of any other equity holder during such ninety (90) day period other than in an Excluded Registration.

4. Restrictions on Demand Registrations. PubCo shall not be obligated to effect, or to take any action to effect, any registration or offering pursuant to paragraph b(i)(1) of this Agreement, (i) during the period that is sixty (60) days before PubCo's good faith estimate of the date of filing of, and ending on a date that is one hundred eighty (180) days after the effective date of, a company-initiated registration; provided that PubCo is actively employing in good faith commercially reasonable efforts to cause such registration statement to become effective; (ii) after PubCo has effected two (2) registrations pursuant to paragraph b(i)(1) of this Agreement; or (iii) if the Initiating Holders propose to dispose of shares of Registrable Securities that may be immediately registered on Form S-3 pursuant to a request made pursuant to paragraph b(i)(2) of this Agreement. PubCo shall not be obligated to effect, or to take any action to effect, any registration or offering pursuant to paragraph b(i)(2) of this Agreement, (i) during the period that is thirty (30) days before PubCo's good faith estimate of the date of filing of, and ending on a date that is ninety (90) days after the effective date of, a company-initiated registration; provided that PubCo is actively employing in good faith commercially reasonable efforts to cause such registration statement to become effective; or (ii) if PubCo has effected two (2) registrations pursuant to paragraph b(i)(2) of this Agreement within the twelve (12) month period immediately preceding the date of such request or more than four (4) registrations pursuant to paragraph b(i)(2) of this Agreement in the aggregate. A registration shall not be counted as "effected" for purposes of this paragraph b(i)(4) until such time as the applicable registration statement has been declared effective by the SEC, unless the Initiating Holders withdraw their request for such registration, elect not to pay the registration expenses therefor, and forfeit their right to one demand registration statement pursuant to paragraph b(vi) of this Agreement, in which case such withdrawn registration statement shall be counted as "effected" for purposes of this paragraph b(i)(4); provided that if such withdrawal is during a period PubCo has deferred taking action pursuant to paragraph b(i)(3) of this Agreement, then the Initiating Holders may withdraw their request for registration and such registration will not be counted as "effected" for purposes of this paragraph b(i)(4).

ii. Company Registration. If PubCo proposes to register (including for this purpose a registration effected by PubCo for stockholders other than the Holders) any of its common equity securities under the Securities Act in connection with the public offering of such securities solely for cash (other than in an Excluded Registration, a Block Trade or an at-the-market offering), PubCo shall, at such time, promptly give each Holder notice of such registration. Upon the request of each Holder given within ten (10) days after such notice is given by PubCo, PubCo shall, subject to the provisions of paragraph b(iii) of this Agreement, cause to be registered all of the Registrable Securities that each such Holder has requested to be included in such registration. PubCo shall have the right to terminate or withdraw any registration initiated by it under this paragraph b(ii) before the effective date of such registration, whether or not any Holder has elected to include Registrable Securities in such registration. The expenses (other than Selling Expenses) of such withdrawn registration shall be borne by PubCo in accordance with paragraph b(vi) of this Agreement.

iii. Underwriting Requirements.

1. If, pursuant to paragraph b(i) of this Agreement, the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise PubCo as a part of their request made pursuant to paragraph b(i) of this Agreement, and PubCo shall include such information in the Demand Notice. The underwriter(s) will be selected by PubCo and shall be reasonably acceptable to a majority in interest of the Initiating Holders. In such event, the right of any Holder to include such Holder's Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall (together with PubCo as provided in paragraph b(iv)(5) of this Agreement) enter into an underwriting agreement in customary form with the underwriter(s) selected for such underwriting; provided, however, that no Holder (or any of their assignees) shall be required to make any representations, warranties, or indemnities except as they relate to such Holder's ownership of shares, the number of Registrable Securities it intends to sell, the name and address of such Holder, and authority to enter into the underwriting agreement and to such Holder's intended method of distribution, and the liability of such Holder shall be several and not joint, and limited to an amount equal to the net proceeds from the offering received by such Holder. Notwithstanding any other provision of this paragraph b(iii), if the managing underwriter(s) advise(s) the Initiating Holders in writing that marketing factors require a limitation on the number of shares to be underwritten, then the Initiating Holders shall so advise all Holders of Registrable Securities that otherwise would be underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be allocated among such Holders of Registrable Securities, including the Initiating Holders, in proportion (as nearly as practicable) to the number of Registrable Securities owned by each Holder or in such other proportion as shall be mutually agreed to by all such selling Holders; provided, however, that the number of Registrable Securities held by the Holders to be included in such underwriting shall not be reduced unless all other securities are first entirely excluded from the underwriting.

2. At any time and from time to time during the period a Form S-3 registration statement is effective, Holders of at least ten percent (10%) of the Registrable Securities then outstanding may, by written notice to PubCo, request an offering pursuant to the Form S-3 Registration Statement of all or part of the Registrable Securities held by such Holders (a "**Shelf Take-Down**"). Such Holders may, after any Form S-3 Registration Statement becomes effective, deliver a written notice to PubCo specifying that a Shelf Take-Down is intended to be conducted through an underwritten offering (including by means of a Block Trade) (such underwritten offering, an "**Underwritten Shelf Take-Down**"), which notice shall specify the number and type of Registrable Securities intended to be included in such Underwritten Shelf Take-Down and the intended method(s) of distribution thereof; provided, however, that the Holders may not request an Underwritten Shelf Take-Down the reasonably anticipated aggregate gross proceeds of which, net of Selling Expenses, are less than seventy-five million US dollars ($75,000,000). PubCo and Holders participating in an Underwritten Shelf Take-Down will enter into an underwriting agreement (including a customary lock-up, if requested by the managing underwriter(s) in customary form with the managing underwriter(s) selected for such offering). PubCo may include in any Underwritten Shelf Take-Down (other than a Block Trade) pursuant to this clause any additional securities of the same class, subject to the Holders' priority position set forth herein. Notwithstanding anything to the contrary herein, if a Holder wishes to engage in a Shelf Take-Down in the form of a Block Trade, such Holder shall notify PubCo of the Block Trade not less than five (5) Business Days prior to the day such Block Trade is to commence, and Persons other than such demanding Holder shall not be entitled to make a demand for, receive notice of, or elect to participate in, such Block Trade.

3. In connection with any offering involving an underwriting of shares of PubCo's capital stock pursuant to paragraph b(ii) hereof, PubCo shall not be required to include any of the Holders' Registrable Securities in such underwriting unless the Holders accept the terms of the underwriting as agreed upon between PubCo and its underwriters, and then only in such quantity as the underwriters in their sole discretion determine will not jeopardize the success of the offering by PubCo. If the total number of securities, including Registrable Securities, requested by equity holders to be included in such offering exceeds the number of securities to be sold (other than by PubCo) that the underwriters in their reasonable discretion determine is compatible with the success of the offering, then PubCo shall be required to include in the offering only that number of such securities, including Registrable Securities, which the underwriters and PubCo in their sole discretion determine will not jeopardize the success of the offering. If the underwriters determine that less than all of the Registrable Securities requested to be registered can be included in such offering, then the Registrable Securities that are included in such offering shall be allocated among the selling Holders in proportion (as nearly as practicable to) the number of Registrable Securities owned by each selling Holder or in such other proportions as shall mutually be agreed to by all such selling Holders. Notwithstanding the foregoing, in no event shall (a) the number of Registrable Securities included in the offering be reduced unless all other securities (other than securities to be sold by PubCo) are first entirely excluded from the offering or (b) the number of Registrable Securities included in the offering be reduced below twenty-five percent (25%) of the total number of securities included in such offering. For purposes of the provision in this paragraph b(iii)(3) concerning apportionment, for any selling Holder that is a partnership, limited liability company, or corporation, the partners, members, retired partners, retired members, stockholders, and Affiliates of such Holder, or the estates and immediate family members of any such partners, retired partners, members, and retired members and any trusts for the benefit of any of the foregoing Persons, shall be deemed to be a single "selling Holder," and any pro rata reduction with respect to such "selling Holder" shall be based upon the aggregate number of Registrable Securities owned by all Persons included in such "selling Holder," as defined in this sentence.

4. For purposes of paragraph b(i) of this Agreement, a registration shall not be counted as "effected" if, as a result of an exercise of the underwriter's cutback provisions in paragraph b(iii)(1) of this Agreement, fewer than fifty percent (50%) of the total number of Registrable Securities that Holders have requested to be included in such registration statement are actually included.

iv. Obligations of PubCo. Whenever required under this paragraph b to effect the registration of any Registrable Securities, PubCo shall, as expeditiously as reasonably possible:

1. prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such registration statement to become effective and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of up to one hundred twenty (120) days or, if earlier, until the distribution contemplated in the registration statement has been completed; provided, however, that such one hundred twenty (120) day period shall be extended for a period of time equal to the period the Holder refrains, at the request of an underwriter of common equity (or other securities) of PubCo, from selling any securities included in such registration;

2. prepare and file with the SEC such amendments and supplements to such registration statement, and the prospectus used in connection with such registration statement, as may be necessary to comply with the Securities Act in order to enable the disposition of all securities covered by such registration statement;

3. furnish to the selling Holders such numbers of copies of a prospectus, including a preliminary prospectus, as required by the Securities Act, and such other documents as the Holders may reasonably request in order to facilitate their disposition of their Registrable Securities;

4. use its commercially reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or blue sky laws of such jurisdictions as shall be reasonably requested by the selling Holders; provided that PubCo shall not be required to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless PubCo is already subject to service in such jurisdiction and except as may be required by the Securities Act;

5. in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the underwriter(s) of such offering;

6. use its commercially reasonable efforts to cause all such Registrable Securities covered by such registration statement to be listed on a national securities exchange or trading system and each securities exchange and trading system (if any) on which similar securities issued by PubCo are then listed;

7. provide a transfer agent and registrar for all Registrable Securities registered pursuant to this Agreement and provide a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

8. promptly make available for inspection by the selling Holders, any managing underwriter(s) participating in any disposition pursuant to such registration statement, and any attorney or accountant or other agent retained by any such underwriter or selected by the selling Holders, all financial and other records, pertinent corporate documents, and properties of PubCo, and cause PubCo's officers, directors, employees, and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant, or agent, in each case, as necessary or advisable to verify the accuracy of the information in such registration statement and to conduct appropriate due diligence in connection therewith;

9. notify each selling Holder, promptly after PubCo receives notice thereof, of the time when such registration statement has been declared effective or a supplement to any prospectus forming a part of such registration statement has been filed;

10. after such registration statement becomes effective, notify each selling Holder of any request by the SEC that PubCo amend or supplement such registration statement or prospectus; and

11. use commercially reasonable efforts to ensure that, at all times after any registration statement covering a public offering of securities of PubCo under the Securities Act shall have become effective, its insider trading policy shall provide that PubCo's directors may implement a trading program under Rule 10b5-1 of the Exchange Act.

v. Furnish Information. It shall be a condition precedent to the obligations of PubCo to take any action pursuant to this paragraph b with respect to the Registrable Securities of any selling Holder that such Holder shall furnish to PubCo such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as is reasonably required to effect the registration of such Holder's Registrable Securities.

vi. Expenses of Registration. All expenses (other than Selling Expenses) incurred in connection with registrations, filings, or qualifications pursuant to paragraph b, including all registration, filing, and qualification fees; printers' and accounting fees; fees and disbursements; and the reasonable fees and disbursements of one counsel for the selling Holders selected by Holders of a majority of the Registrable Securities to be registered ("**Selling Holder Counsel**"), shall be borne and paid by PubCo; provided, however, that PubCo shall not be required to pay for any expenses of any registration proceeding begun pursuant to paragraph b(i) of this Agreement if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered (in which case all selling Holders shall bear such expenses pro rata based upon the number of Registrable Securities that were to be included in the withdrawn registration), unless the Holders of a majority of the Registrable Securities agree to forfeit their right to one registration pursuant to paragraph b(i)(1) or paragraph b(i)(2) of this Agreement, as the case may be; provided, further, that if, at the time of such withdrawal, the Holders shall have learned of a material adverse change in the condition, business, or prospects of PubCo from that known to the Holders at the time of their request and have withdrawn the request with reasonable promptness after learning of such information then the Holders shall not be required to pay any of such expenses and shall not forfeit their right to one registration pursuant to paragraph b(i)(1) or paragraph b(i)(2) of this Agreement. All Selling Expenses relating to Registrable Securities registered pursuant to this paragraph b (other than fees and disbursements of counsel to any Holder, other than the Selling Holder Counsel, which shall be borne solely by the Holder engaging such counsel) shall be borne and paid by the Holders pro rata on the basis of the number of Registrable Securities registered on their behalf.

vii. Delay of Registration. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any registration pursuant to this Agreement as the result of any controversy that might arise with respect to the interpretation or implementation of this paragraph b.

viii. Indemnification. If any Registrable Securities are included in a registration statement under this paragraph b:

1. To the extent permitted by law, PubCo will indemnify and hold harmless each selling Holder, and the partners, members, officers, directors, and stockholders of each such Holder; legal counsel and accountants for each such Holder; any underwriter (as defined in the Securities Act) for each such Holder; and each Person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any Damages, and PubCo will pay to each such Holder, underwriter, controlling Person, or other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this paragraph b(viii)(1) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of PubCo, which consent shall not be unreasonably withheld, nor shall PubCo be liable for any Damages to the extent that they arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of any such Holder, underwriter, controlling Person, or other aforementioned Person expressly for use in connection with such registration except to the extent such information has been corrected in a subsequent writing prior to or concurrently with the sale of Registrable Securities to the Person asserting the claim.

2. To the extent permitted by law, each selling Holder, severally and not jointly, will indemnify and hold harmless PubCo, and each of its directors, each of its officers who has signed the registration statement, each Person (if any), who controls PubCo within the meaning of the Securities Act, legal counsel and accountants for PubCo, any underwriter (as defined in the Securities Act), any other Holder selling securities in such registration statement, and any controlling Person of any such underwriter or other Holder, against any Damages, in each case only to the extent that such Damages arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of such selling Holder expressly for use in connection with such registration and has not been corrected in a subsequent writing prior to or concurrently with the sale of Registrable Securities to the Person asserting the claim; and each such selling Holder will pay to PubCo and each other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this paragraph b(viii)(2) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; and provided, further, that in no event shall the aggregate amounts payable by any Holder by way of indemnity or contribution under this paragraph b(viii)(2) and paragraph b(viii)(4) of this Agreement exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of fraud or willful misconduct by such Holder.

3. Promptly after receipt by an indemnified party under this paragraph b(viii) of notice of the commencement of any action (including any governmental action) for which a party may be entitled to indemnification hereunder, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this paragraph b(viii), give the indemnifying party notice of the commencement thereof. The indemnifying party shall have the right to participate in such action and, to the extent the indemnifying party so desires, participate jointly with any other indemnifying party to which notice has been given, and to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such action. The failure to give notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of any liability to the indemnified party under this paragraph b(viii), solely to the extent that such failure materially prejudices the indemnifying party's ability to defend such action. The failure to give notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this paragraph b(viii).

4. To provide for just and equitable contribution to joint liability under the Securities Act in any case in which either: (A) any party otherwise entitled to indemnification hereunder makes a claim for indemnification pursuant to this paragraph b(viii) but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case, notwithstanding the fact that this paragraph b(viii) provides for indemnification in such case, or (B) contribution under the Securities Act may be required on the part of any party hereto for which indemnification is provided under this paragraph b(viii), then, and in each such case, such parties will contribute to the aggregate losses, claims, damages, liabilities, or expenses to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of each of the indemnifying party and the indemnified party in connection with the statements, omissions, or other actions that resulted in such loss, claim, damage, liability, or expense, as well as to reflect any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or allegedly untrue statement of a material fact, or the omission or alleged omission of a material fact, relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case (x) no Holder will be required to contribute any amount in excess of the aggregate proceeds of all such Registrable Securities offered and sold by such Holder pursuant to such registration statement, and (y) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation; and provided, further, that in no event shall a Holder's liability pursuant to this paragraph b(viii)(4), when combined with the amounts paid or payable by such Holder pursuant to paragraph b(viii)(2) of this Agreement, exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of willful misconduct or fraud by such Holder.

5. Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control; provided, however, that any matter expressly provided for or addressed by the foregoing provisions that is not expressly provided for or addressed by the underwriting agreement shall be controlled by the foregoing provisions.

6. Unless otherwise superseded by an underwriting agreement entered into in connection with the underwritten public offering, the obligations of PubCo and Holders under this paragraph b(viii) shall survive the completion of any offering of Registrable Securities in a registration under this paragraph b, and otherwise shall survive the termination of this Agreement or any provision(s) of this Agreement.

ix. Reports Under Exchange Act. With a view to making available to the Holders the benefits of SEC Rule 144 and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of PubCo to the public without registration or pursuant to a registration on Form S-3, PubCo shall:

1. make and keep available adequate current public information, as those terms are understood and defined in SEC Rule 144;

2. use commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required of PubCo under the Securities Act and the Exchange Act; and furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (x) to the extent accurate, a written statement by PubCo that it has complied with the reporting requirements of SEC Rule 144 (at any time after ninety (90) days after the date hereof), the Securities Act, and the Exchange Act, or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after PubCo so qualifies); and (y) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the SEC that permits the selling of any such securities without registration or pursuant to Form S-3 (at any time after PubCo so qualifies to use such form).

x. Termination of Registration Rights. The rights of any Holder under this Agreement, including to request registration or inclusion of Registrable Securities in any registration pursuant to paragraph b(i) or paragraph b(ii) of this Agreement, shall terminate upon the earlier to occur of:

1. the closing of a Deemed Liquidation Event;

2. such time as SEC Rule 144 or another similar exemption under the Securities Act is available for the sale of all of such Holder's shares without limitation, during a three (3) month period without registration; or

3. the fifth (5th) anniversary of the date hereof.

xi. Subsequent Registration Rights. From and after the date of this Agreement, PubCo shall not, without the prior written consent of the holders of a majority of the Registrable Securities then outstanding, enter into any agreement with any holder or prospective holder of any securities of PubCo that would provide to such holder or prospective holder the right to include securities in any registration on other than either a pro rata basis with respect to the Registrable Securities or on a subordinate basis after all Holders have had the opportunity to include in the registration and offering all shares of Registrable Securities that they wish to so include; provided that this limitation shall not apply to Registrable Securities acquired by (a) any existing or new stockholder that holds Common Stock equal to at least ten percent (10%) of the aggregate amount of issued and outstanding Common Stock, or (b) Morgan Creek Gemini SPV, Inc. and its Affiliates ("**MCD**") for so long as it holds at least fifty percent (50%) of the Series B Preferred Units of Gemini Space Station, LLC (on an as-converted basis) originally purchased by MCD (subject to adjustment for unit splits, recapitalizations and the like).

xii. Entire Agreement. This Agreement, together with the other documents and agreements referred to herein, is the entire, final, and complete agreement and understanding of the parties hereto relating to the subject matter hereof and supersedes and replaces all prior and contemporaneous agreements and understandings, whether written and oral, by and among the parties or their representatives with respect thereto.

xiii. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Nevada, without regard to its rules of conflict of laws that would result in the application of the laws of another jurisdiction.

xiv. Jurisdiction; Waiver of Jury Trial.

1. Jurisdiction; Venue. PubCo, the Holders, and the other parties to this Agreement (A) hereby irrevocably and unconditionally submit to the jurisdiction of the Eighth Judicial District Court of the State of Nevada sitting in Clark County, Nevada and to the jurisdiction of the United States District Court for the District of Nevada for the purpose of any suit, action, claim, or other proceeding arising out of or based upon this Agreement, (B) agree not to commence any suit, action, claim, or other proceeding arising out of or based upon this Agreement except in the Eighth Judicial District Court of the State of Nevada sitting in Clark County, Nevada and the United States District Court for the District of Nevada, (C) hereby waive, and agree not to assert, by way of motion, as a defense, counterclaim, or otherwise, in any such suit, action, claim, or proceeding, any defense that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action, claim, or proceeding is brought in an inconvenient forum (or any similar theory), that the venue of the suit, action, claim, or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court, and (D) agree that service of summons, complaint, or other process in connection with any such suit, action, claim, or other proceeding may be made as set forth in paragraph xv and that service so made will be as effective as if personally made in the State of Nevada.

2. Waiver of Jury Trial. The Holders waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement or any dealings between them relating to the subject matter of this Agreement and the relationship that is being established. The Holders also waive any bond or surety or security upon such bond which might, but for this waiver, be required of any of the other parties. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this Agreement, including contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. The Holders acknowledge that this waiver is a material inducement to enter into a business relationship, that each has already relied on the waiver in entering into this Agreement and that each will continue to rely on the waiver in their related future dealings. The Holders further warrant and represent that each has reviewed this waiver with its, his, or her, as the case may be, legal counsel or has knowingly and voluntarily elected not to have his, her or its legal counsel review this Agreement, and that each knowingly and voluntarily waives its, his, or her, as the case may be, jury trial rights following consultation with legal counsel or knowing waiver of his, her or its ability to consult with such legal counsel. This waiver is irrevocable, meaning that it may not be modified either orally or in writing, and the waiver will apply to any subsequent amendments, renewals, supplements, or modifications to this Agreement or to any other documents or agreements relating to the transactions completed hereby. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court. The substantially prevailing party in any action or proceeding relating to this Agreement will be entitled to receive an award of, and to recover from the other party or parties, any reasonable fees or expenses incurred by him, her, or it (including reasonable attorneys' fees and disbursements) in connection with any such action or proceeding.

xv. Notices. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given when: (i) if to a Holder, sent to the Holder's email address on record with PubCo as designated by the Holder; or (ii) if to PubCo, delivered at PubCo's principal place of business located at 600 Third Avenue, 2nd Floor, New York, NY 10016, attn: General Counsel (or to such other principal place of business as PubCo may designate and notify the Holders in accordance with this paragraph) together with a ".pdf" copy sent via email to notice@geminispacestation.com.

xvi. Counterparts and Email Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Holders had signed the same document. Such executions may be transmitted to PubCo or the other Holders via email and such email execution shall have the full force and effect of an original signature and shall constitute one and the same agreement. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

xvii. Interpretation. In this Agreement, unless otherwise defined: (i) words used herein regardless of the gender specifically used shall be deemed and construed to include any other gender, masculine, feminine, or neutral, as the context shall require; (ii) whenever the word "include," "includes," or "including" is used in this Agreement, it shall be deemed to be followed by the words, "without limitation"; (iii) the word "or" shall be disjunctive and not exclusive; and (iv) all terms defined in the singular shall have the same meanings when used in the plural and vice versa. Any statute defined or referred to herein or in any agreement or instrument that is referred to herein means such statute as from time to time amended, modified, or supplemented, including (in the case of statutes) by succession of comparable successor statutes.

xviii. Amendments. No amendment of any provision hereof shall be valid and binding unless it is in writing and signed by PubCo and the Holders representing at least fifty percent (50%) (by number) of the Registrable Securities then outstanding. No waiver of any right or remedy hereunder, to the extent legally allowed, shall be valid unless the same shall be in writing and signed by the party making such waiver. No waiver by any party of any breach or violation of, default under, or inaccuracy in any representation, warranty, covenant, or agreement hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent breach, violation, default of, or inaccuracy in, any such representation, warranty, covenant, or agreement hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No delay or omission on the part of any party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof.

xix. Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, that determination will not affect the other provisions hereof, each of which will be construed and enforced as if the invalid or unenforceable portion were not contained herein solely to the extent of such invalidity of unenforceability. Such invalidity or unenforceability will not affect any valid and enforceable application thereof, and each such provision will be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

xx. Successors and Assigns. Subject to the prior written consent of PubCo, a Holder may transfer or assign all or any portion of their respective rights provided in this Agreement in connection with the transfer of shares of Class A Common Stock or securities convertible into or exchangeable or exercisable for Class A Common Stock. PubCo may make any Person who acquires such securities after the date hereof a party to this Agreement (each such Person, an "**Additional Holder**") by obtaining an executed joinder agreement from such Additional Holder in a form reasonably satisfactory to PubCo. Such joinder agreement shall specify the rights and obligations of the applicable Additional Holder under this Agreement. Upon the execution and delivery and subject to the terms of a joinder agreement by such Additional Holder, the Class A Common Stock then owned, or underlying any securities convertible into or exchangeable or exercisable for Class A Common Stock then owned, by such Additional Holder (the "**Additional Holder Common Stock**") shall be Registrable Securities to the extent provided herein and therein and such Additional Holder shall be a Holder under this Agreement with respect to such Additional Holder Common Stock.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

COMPANY:

Gemini Space Station, Inc.

By: _____
Name: [·]
Title: [·]

HOLDERS:

[Holder]

By: _____
Name: [·]
Title: [·]

Exhibit 10.1

THIRD AMENDED AND RESTATED
OPERATING AGREEMENT
OF
GEMINI SPACE STATION, LLC
a Nevada limited liability company

This Third Amended and Restated Operating Agreement (this "Agreement") of Gemini Space Station, LLC, a Nevada limited liability company (the "Company"), is made, adopted and entered into as of September [·], 2025 (the "Effective Date"), by Gemini Space Station, Inc., a Nevada corporation and the sole member of the Company (the "Member"), with reference to the recitals set forth below.

R E C I T A L S

A. On August 14, 2025, the Company was converted from a Delaware limited liability company by the filing of Articles of Conversion and the Articles (as defined below) under the Act (as defined below) in the office of the Nevada Secretary of State, and all of the members of the Company at the effective time of such conversion entered into a Second Amended and Restated Operating Agreement to govern the Company's business and affairs;

B. On or about September [·], 2025, the Company, the Member and Gemini Merger Sub, LLC, a Nevada limited liability company ("Merger Sub"), entered into an agreement and plan of merger pursuant to which Merger Sub merged with and into the Company, with the Company as the surviving entity (the "Merger"), effective as of the Effective Date, and, by virtue of the Merger, the Member became the sole member of the Company; and

C. As of the Effective Date, the Member desires to amend and restate this Agreement to provide for the conduct of the Company's business and affairs from and after the Effective Date.

NOW, THEREFORE, the Member hereby agrees to and adopts the following:

ARTICLE 1
DEFINITIONS

1.1 Defined Terms. The capitalized terms used in this Agreement shall have the following meanings:

"Act" means Chapters 86 and 92A of the NRS.

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

"Articles" means the articles of organization of the Company as filed with the office of the Nevada Secretary of State.

"Capital Contribution" means a contribution of the Member to the capital of the Company in cash, property, services rendered or otherwise.

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

"Covered Person" means the Member, any officer or authorized representative of the Company, and any other Person designated by the Member as a Covered Person, or any Person who was, at the time of the act or omission in question, a member of the Company, an officer or authorized representative of the Company, or a Person designated by the Member as a Covered Person.

"Effective Date" has the meaning set forth in the introductory paragraph.

"Interest" means the member's interest (as defined in the Act) and entire ownership interest of the Member in the Company at any time, including the ownership and right of the Member to any and all benefits and to the capital and profits of the Company and all voting rights to which the Member may be entitled as provided under the Act and this Agreement.

"Member" has the meaning set forth in the introductory paragraph. The Member's name, address and Interest, expressed as a percentage, as of the Effective Date, are as set forth on Schedule I.

"NRS" means the Nevada Revised Statutes.

"Person" means a natural person, any form of business or social organization and any other non-governmental legal entity including a corporation, partnership, association, trust, unincorporated organization, estate or limited liability company.

"Records Office" means an office of the Company in Nevada or a custodian of records whose name and address are available at its registered office, at which it shall keep all records identified in NRS 86.241.

1.2 Terms and Usage Generally. All references herein to articles, sections, exhibits and schedules shall be deemed to be references to articles and sections of, and exhibits and schedules to, this Agreement unless the context shall otherwise require. All exhibits and schedules attached hereto shall be deemed incorporated herein as if set forth in full herein. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to a Person are also to his, her or its successors and permitted assigns. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument defined or referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and references to all attachments thereto and instruments incorporated therein.

ARTICLE 2
INTRODUCTORY MATTERS

2.1 Formation. Pursuant to the Act, the Company was converted to a Nevada limited liability company under the laws of the State of Nevada. To the extent that the rights or obligations of the Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 Name. The name of the Company is "Gemini Space Station, LLC". Subject to compliance with applicable law, the business and affairs of the Company may be conducted under that name or any other name that the Member deems appropriate or advisable.

2.3 Records Office. The Company shall maintain a Records Office, the location of which may be changed to another location as the Member or any officer of the Company may from time to time determine.

2.4 Other Offices. The Company may establish and maintain other offices at any time and at any place or places as the Member or any officer of the Company may designate or as the business of the Company may require.

2.5 Registered Agent and Registered Office. The registered agent of the Company for service of process shall be as set forth in the Articles or as changed by the Member or any officer of the Company from time to time. The Company shall have as its registered office in the State of Nevada the street address of its registered agent.

2.6 Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, advisable, appropriate or incidental to the foregoing.

2.7 Powers of the Company. The Company shall have the power and authority to take any and all actions necessary, appropriate, advisable, convenient or incidental to or for the furtherance of the purpose set forth in Section 2.6, including but not limited to the power and authority to:

(a) borrow money and issue evidences of indebtedness, and to secure the same by a mortgage, pledge or other lien on any or all of the assets of the Company;

(b) conduct its business, carry on its operations and have and exercise the powers granted by the Act in any state, territory, district or possession of the United States or in any foreign country;

(c) acquire, by purchase, lease, contribution of property or otherwise, and own, hold, maintain, improve, finance, lease, sell, convey, mortgage, transfer, exchange, demolish or dispose of any real or personal property;

(d) enter into guarantees and incur liabilities, borrow money at such rates of interest as the Company may determine, issue its notes, bonds and other obligations, and secure any of its obligations by mortgage or pledge of all or any part of its real or personal property, franchises, and income;

(e) negotiate, enter into, perform, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to contracts of any kind, including contracts with the Member or any affiliate of the Member;

(f) purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of, and otherwise use and deal in and with, shares, member's interests or other interests in or obligations of domestic or foreign entities, joint ventures or similar associations, general or limited partnerships or natural persons, or direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality or of any instrumentality thereof;

(g) lend money (including to its Member), invest and reinvest its funds and take and hold real and personal property for the payment of funds so loaned or invested;

(h) sue and be sued, complain and defend and participate in administrative or other proceedings, in its name;

(i) appoint or hire employees, authorized representatives, agents and officers of the Company, define their duties and fix their compensation;

(j) employ legal counsel, accountants, advisors, consultants or experts to perform services for the Company and compensate them from Company funds;

(k) indemnify any Person and obtain any and all types of insurance;

(l) cease its activities and cancel its insurance;

(m) pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company or hold such proceeds against the payment of contingent liabilities; and

(n) make, execute, acknowledge, deliver and file any and all documents or instruments as may be necessary, appropriate or incidental to the conduct of the Company's business and in furtherance of its purposes.

ARTICLE 3
CAPITAL CONTRIBUTIONS

The capital of the Company shall be the Capital Contributions made by or the Member or for which the Member has been given credit to date. The Member shall make additional Capital Contributions to the Company at such times and in such amounts as the Member shall determine.

ARTICLE 4
PROFITS AND LOSSES

4.1 Profits and Losses. The Company's profits and losses for any period shall be allocated to the Member.

4.2 Tax Classification. Unless otherwise determined by the Member, the Company shall be disregarded for federal and all relevant state income tax purposes and the activities of the Company shall be deemed to be activities of the Member for such purposes, as provided for by Treasury Regulations sections 301.7701-1, 301.7701-2 and 301.7701-3, and comparable provisions of applicable state tax law.

ARTICLE 5
DISTRIBUTIONS

5.1 Operating Distributions. Subject to Section 5.2, the Company shall from time to time distribute to the Member such amounts in cash and other property and assets as shall be determined by the Member.

5.2 Limitations on Distribution. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution if such distribution would violate the Act or other applicable law or would cause a breach or default under any agreement or instrument to which the Company is a party or by which it or its assets are bound, but instead shall make such distribution as soon as practicable such that the making of such distribution would not cause such violation, breach or default.

ARTICLE 6
MEMBERSHIP

6.1 Limitation of Liability. The Member shall not be individually liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company, except to the extent required by the Act or other applicable law, or in an agreement signed by the Member. The Member shall not be required to loan any funds to the Company, nor shall the Member be required to make any contribution to the Company except as provided herein, nor shall the Member be subject to any liability to the Company or any third party, as a result of any deficit of the Company. However, nothing in this Agreement shall prevent the Member from making secured or unsecured loans to the Company by agreement with the Company.

6.2 Power and Authority of the Member. The Member shall have full, exclusive and complete power, authority and discretion to manage, supervise, operate and control the business and affairs of the Company, to make any and all decisions affecting the business and affairs and relating to the day-to-day operations of the Company and to take all such actions and perform all such duties and powers as the Member deems necessary, appropriate, advisable, convenient or incidental to, or for the furtherance of, the purpose of the Company. The Member is an agent of the Company's business and the actions of the Member taken in such capacity and in accordance with this Agreement shall bind the Company. The Member shall be the sole Person with the power to bind the Company except and to the extent that such power is expressly delegated to any other Person, including any officer, by the Member in or pursuant to this Agreement or by other written or oral communication.

6.3 Action by the Member. Unless otherwise required by this Agreement or by law, the Member may take action or give its consent in writing or by oral or electronic communication, and no action need be taken at a formal meeting.

6.4 Manager. The Company shall not designate, elect or appoint a "manager" (as defined in the Act), unless the Articles and this Agreement are amended pursuant to NRS 86.291(3).

6.5 Election or Appointment of Officers and Authorized Representatives. The Member may, from time to time, appoint any individuals as officers or authorized representatives with such duties, authority, responsibilities and titles as the Member may deem appropriate. Such officers and authorized representatives shall serve until their successors are duly appointed by the Member or until their earlier removal or resignation. Any officer or authorized representative appointed by the Member may be removed at any time, with or without cause, by the Member, subject to the rights, if any, of the respective parties under any contract between the Company and such officer or authorized representative. Any vacancy in any office shall be filled by the Member. Any officer or authorized representative may resign at any time upon notice to the Member. Unless otherwise indicated in the resolutions appointing such officer, each officer shall have the authority and responsibilities customarily exercised and performed by an officer of a Nevada corporation with the same or similar title, including those set forth in Section 6.6, and shall have such other authority and responsibilities delegated and assigned to such officer by the Member from time to time. Except as may be prescribed otherwise by the Member in a particular case, the Member hereby appoints the Chief Executive Officer, President, Chief Operating Officer, Chief Legal Officer and Chief Financial Officer of the Member as an officer of the Company (with the same title(s)), and each such officer shall hold at the Company such office(s) then held at the pleasure of the Member for an unlimited term and need not be reappointed annually or at any other periodic interval.

6.6 Execution of Instruments, Deeds and Contracts. Unless otherwise required by law or authorized or directed by the Member, all checks, drafts, notes, bonds, bills of exchange, and orders for the payment of money of the Company; all deeds, mortgages, proxies, powers of attorney and other written contracts, documents, instruments and agreements to which the Company shall be a party; and all assignments or endorsements of stock certificates, registered bonds or other securities owned by the Company may be signed in the name of the Company by the Member (by and through any officer or authorized representative thereof) or by any officer or authorized representative of the Company. The Member may authorize the use of the facsimile or electronic signatures of any such officers or authorized representatives. Any officer or authorized representative of the Company shall be authorized to sign any documents relating to the formation of a subsidiary of the Company and to attend, act and vote, or designate another officer or authorized representative to attend, act and vote, at any meeting of the owners of any entity in which the Company may own an interest or to take action by written consent in lieu thereof. Such officer or authorized representative at any such meeting or by such written action shall possess and may exercise on behalf of the Company any and all rights and powers incident to the ownership of such interest.

6.7 Transfer of Interest. The Interest is personal property, and such Interest may be transferred, pledged or assigned, in whole or in part, in the sole discretion of the Member.

6.8 Other Ventures. The Member may engage in other business ventures of every nature and description, whether or not in competition with the Company, independently or with others, and the Company shall not have any right by virtue of this Agreement or the relationships created hereby in or to other ventures or activities of the Member or to the income or proceeds derived therefrom.

ARTICLE 7
DISSOLUTION OF THE COMPANY AND
TERMINATION OF A MEMBER'S INTEREST

7.1 Dissolution. The Company shall be dissolved and its affairs wound up as determined by the Member.

7.2 Resignation. Subject to Section 6.7 and applicable law, the Member may not resign from the Company before the dissolution and winding up of the Company.

7.3 Distribution on Dissolution and Liquidation. In the event of the dissolution of the Company for any reason, the business of the Company shall be continued to the extent necessary to allow an orderly winding up of its affairs, including the liquidation and termination of the Company pursuant to the provisions of this Section 7.3, as promptly as practicable thereafter, and each of the following shall be accomplished:

(a) the Member shall oversee the winding up of the Company's affairs;

(b) the assets of the Company shall be liquidated as determined by the Member, or the Member may determine not to sell all or any portion of the assets, in which event such assets shall be distributed in kind; and

(c) the proceeds of sale and all other assets of the Company shall be applied and distributed as follows and in the following order of priority:

(i) to the expenses of liquidation;

(ii) to the payment of the debts and liabilities of the Company, including any debts and liabilities owed to the Member;

(iii) to the setting up of any reserves that the Member determines to be reasonably necessary for contingent, unliquidated or unforeseen liabilities or obligations of the Company or the Member arising out of or in connection with the Company; and

(iv) the balance, if any, to the Member.

ARTICLE 8
LIABILITY, EXCULPATION AND INDEMNIFICATION

8.1 Exculpation.

(a) No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company, and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, the Member or any officer, employee, authorized representative or agent of the Company, except that a Covered Person shall be liable for any such loss, damage or claim if a final adjudication by a court of competent jurisdiction establishes that such Covered Person's acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and were material to the cause of action.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, books of account or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence, including information, opinions, reports, books of account or statements as to the value and amount of the assets, liabilities, profits or losses or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

8.2 Fiduciary Duty. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company, then, to the fullest extent permitted by applicable law, a Covered Person acting under this Agreement shall not be liable to the Company or the Member for such Covered Person's good faith acts or omissions in reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, shall replace such other duties and liabilities of the Covered Person.

8.3 Indemnity. The Company does hereby indemnify and hold harmless any Covered Person to the fullest extent permitted by the Act.

8.4 Determination of Right to Indemnification. Any indemnification under Section 8.3, unless ordered by a court or advanced pursuant to Section 8.5, shall be made by the Company only as authorized in the specific case upon a determination by the Member that indemnification of the Covered Person is proper in the circumstances.

8.5 Advance Payment of Expenses. The expenses of a Covered Person incurred in defending a civil or criminal action, suit or proceeding shall 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 such Covered Person to repay the amount if it is ultimately determined by a court of competent jurisdiction that such Covered Person is not entitled to be indemnified by the Company. The provisions of this Section 8.5 do not affect any rights to advancement of expenses to which personnel of the Company other than a Covered Person may be entitled under any contract or otherwise by law.

8.6 Assets of the Company. Any indemnification under this Article 8 shall be satisfied solely out of the assets of the Company. No debt shall be incurred by the Company or the Member in order to provide a source of funds for any indemnity, and the Member shall not have any liability (or any obligation to make any additional Capital Contribution) on account thereof.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 Ownership Certificates; Legend. The Company is not required to issue a certificate to the Member to evidence the Interest. If the Member chooses to issue a certificate, the Member or any officer of the Company may sign such certificate on behalf of the Company and the Interest may be deemed a "security" under NRS 104.8102(1)(n) by affixing a legend so stating thereto.

9.2 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Member shall deem reasonable, on behalf of such Persons (including Covered Persons) as the Member shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company.

9.3 Complete Agreement. This Agreement, including any schedules or exhibits hereto, together with the Articles, constitutes the complete and exclusive agreement and understanding of the Member with respect to the subject matter contained herein. This Agreement and the Articles replace and supersede all prior agreements, negotiations, statements, memoranda and understandings, whether written or oral, of the Member.

9.4 Amendments. This Agreement may be amended only by a writing adopted and signed by the Member.

9.5 Applicable Law; Jurisdiction. This Agreement, and the rights and obligations of the Member, shall be interpreted and enforced in accordance with and governed by the laws of the State of Nevada without regard to the conflict laws thereof.

9.6 Interpretation. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provisions contained herein. With respect to the definitions in Section 1.1 and in the interpretation of this Agreement generally, the singular may be read as the plural, and *vice versa*, the neuter gender as the masculine or feminine, and *vice versa*, and the future tense as the past or present, and *vice versa*, all interchangeably as the context may require in order to fully effectuate the intent of the Member and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof.

9.7 Counterparts and Electronic or Facsimile Copies. Facsimile or electronic copies of this Agreement or any approval or written consent of the Member and facsimile or electronic signatures hereon or thereon shall have the same force and effect as originals.

9.8 Severability. If any provision of this Agreement, or any application thereof, is determined by a court of competent jurisdiction to be invalid, void, illegal or unenforceable to any extent, such provision, or any application thereof, shall be deemed severable and the remainder of this Agreement, and all other applications of such provision, shall not be affected, impaired or invalidated thereby, and shall continue in full force and effect to the fullest extent permitted by law.

9.9 Waivers. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the Member.

9.10 No Third Party Beneficiaries. Except as set forth in Article 8, this Agreement is adopted solely by and for the benefit of the Member and its respective successors and permitted assigns, and no other Person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

[S*ignature appears on following page*.]

IN WITNESS WHEREOF, the Member has executed this Agreement as of the Effective Date.

GEMINI SPACE STATION, INC.
a Nevada corporation

By: _____
Name: _____
Title: _____

[*Signature Page to Third A&R Operating Agreement – Gemini Space Station, LLC*]

SCHEDULE I

MEMBER, ADDRESS, OWNERSHIP PERCENTAGE

Member's Name:	Gemini Space Station, Inc.
Member's Address:	600 Third Avenue, 2nd Floor New York, New York 10016
Member's Interest:	100%

Exhibit 10.4

Execution Version

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

Master Repurchase Agreement
September 1996 Version

Dated as of July 25, 2025

Between: **NYDIG Funding LLC** ("Party A")

And **Gemini Space Station, LLC** ("Party B")

1. Applicability

From time to time the parties hereto may enter into transactions in which one party ("Seller") agrees to transfer to the other ("Buyer") securities or other assets ("Securities") against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller. Each such transaction shall be referred to herein as a "Transaction" and, unless otherwise agreed in writing, shall be governed by this Agreement, including any supplemental terms or conditions contained in Annex I hereto and in any other annexes identified herein or therein as applicable hereunder.

2. Definitions

(a) "Act of Insolvency", with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due;

(b) "Additional Purchased Securities", Securities provided by Seller to Buyer pursuant to Paragraph 4(a) hereof,

(c) "Buyer's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Buyer's Margin Percentage to the Repurchase Price for such Transaction as of such date;

(d) "Buyer's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Seller's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction;

(e) "Confirmation", the meaning specified in Paragraph 3(b) hereof;

(f) "Income", with respect to any Security at any time, any principal thereof and all interest, dividends or other distributions thereon;

(g) "Margin Deficit", the meaning specified in Paragraph 4(a) hereof;

(h) "Margin Excess", the meaning specified in Paragraph 4(b) hereof;

(i) "Margin Notice Deadline", the time agreed to by the parties in the relevant Confirmation, Annex I hereto or otherwise as the deadline for giving notice requiring same-day satisfaction of margin maintenance obligations as provided in Paragraph 4 hereof (or, in the absence of any such agreement, the deadline for such purposes established in accordance with market practice);

(j) "Market Value", with respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized source agreed to by the parties or the most recent closing bid quotation from such a source, plus accrued Income to the extent not included therein (other than any Income credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) as of such date (unless contrary to market practice for such Securities);

(k) "Price Differential", with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction);

(l) “Pricing Rate”, the per annum percentage rate for determination of the Price Differential;

(m) “Prime Rate”, the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more than one such rate is published, the average of such rates);

(n) “Purchase Date”, the date on which Purchased Securities are to be transferred by Seller to Buyer;

(o) “Purchase Price”, (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer, and (ii) thereafter, except where Buyer and Seller agree otherwise, such price increased by the amount of any cash transferred by Buyer to Seller pursuant to Paragraph 4(b) hereof and decreased by the amount of any cash transferred by Seller to Buyer pursuant to Paragraph 4(a) hereof or applied to reduce Seller’s obligations under clause (ii) of Paragraph 5 hereof;

(p) “Purchased Securities”, the Securities transferred by Seller to Buyer in a Transaction hereunder, and any Securities substituted therefor in accordance with Paragraph 9 hereof. The term “Purchased Securities” with respect to any Transaction at any time also shall include Additional Purchased Securities delivered pursuant to Paragraph 4(a) hereof and shall exclude Securities returned pursuant to Paragraph 4(b) hereof;

(q) “Repurchase Date”, the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of Paragraph 3(c) or 11 hereof;

(r) “Repurchase Price”, the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price and the Price Differential as of the date of such determination;

(s) “Seller’s Margin Amount”, with respect to any Transaction as of any date, the amount obtained by application of the Seller’s Margin Percentage to the Repurchase Price for such Transaction as of such date;

(t) “Seller’s Margin Percentage”, with respect to any Transaction as of any date, a percentage (which may be equal to the Buyer’s Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction.

3. Initiation; Confirmation; Termination

(a) An agreement to enter into a Transaction may be made orally or in writing at the initiation of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.

(b) Upon agreeing to enter into a Transaction hereunder, Buyer or Seller (or both), as shall be agreed, shall promptly deliver to the other party a written confirmation of each Transaction (a "Confirmation"). The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth (i) the Purchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the Transaction is to be terminable on demand, (iv) the Pricing Rate or Repurchase Price applicable to the Transaction, and (v) any additional terms or conditions of the Transaction not inconsistent with this Agreement.

The Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and this Agreement, this Agreement shall prevail.

(c) In the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market practice, by telephone or otherwise on or prior to the business day on which such termination will be effective. On the date specified in such demand, or on the date fixed for termination in the case of Transactions having a fixed term, termination of the Transaction will be effected by transfer to Seller or its agent of the Purchased Securities and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) against the transfer of the Repurchase Price to an account of Buyer.

4. Margin Maintenance

(a) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggregate Buyer's Margin Amount for all such Transactions (a "Margin Deficit"), then Buyer may by notice to Seller require Seller in such Transactions, at Seller's option, to transfer to Buyer cash or additional Securities reasonably acceptable to Buyer ("Additional Purchased Securities"), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed such aggregate Buyer's Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller).

(b) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a "Margin Excess"), then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed such aggregate Seller's Margin Amount (increased by the amount of any Margin Excess as of such date arising from any Transactions in which such Seller is acting as Buyer).

(c) If any notice is given by Buyer or Seller under subparagraph (a) or (b) of this Paragraph at or before the Margin Notice Deadline on any business day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such subparagraph no later than the close of business in the relevant market on such day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than the close of business in the relevant market on the next business day following such notice.

(d) Any cash transferred pursuant to this Paragraph shall be attributed to such Transactions as shall be agreed upon by Buyer and Seller.

(e) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer or Seller (or both) under subparagraphs (a) and (b) of this Paragraph may be exercised only where a Margin Deficit or Margin Excess, as the case may be, exceeds a specified dollar amount or a specified percentage of the Repurchase Prices for such Transactions (which amount or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions).

(f) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer and Seller under subparagraphs (a) and (b) of this Paragraph to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or Margin Excess exists with respect to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under this Agreement).

5. Income Payments

Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Securities that is not otherwise received by Seller, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall, as the parties may agree with respect to any Transaction (or, in the absence of any such agreement, as Buyer shall reasonably determine in its discretion), on the date such Income is paid or distributed either (i) transfer to or credit to the account of Seller such Income with respect to any Purchased Securities subject to such Transaction or (ii) with respect to Income paid in cash, apply the Income payment or payments to reduce the amount, if any, to be transferred to Buyer by Seller upon termination of such Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence (A) to the extent that such action would result in the creation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or Additional Purchased Securities sufficient to eliminate such Margin Deficit, or (B) if an Event of Default with respect to Seller has occurred and is then continuing at the time such Income is paid or distributed.

6. Security Interest

Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof.

7. Payment and Transfer

Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request, (ii) shall be transferred on the book-entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer.

8. Segregation of Purchased Securities

To the extent required by applicable law, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to this Agreement. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary or a clearing corporation. All of Seller's interest in the Purchased Securities shall pass to Buyer on the Purchase Date and, unless otherwise agreed by Buyer and Seller, nothing in this Agreement shall preclude Buyer from engaging in repurchase transactions with the Purchased Securities or otherwise selling, transferring, pledging or hypothecating the Purchased Securities, but no such transaction shall relieve Buyer of its obligations to transfer Purchased Securities to Seller pursuant to Paragraph 3, 4 or 11 hereof, or of Buyer's obligation to credit or pay Income to, or apply Income to the obligations of, Seller pursuant to Paragraph 5 hereof.

Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities

Seller is not permitted to substitute other securities for those subject to this Agreement and therefore must keep Buyer's securities segregated at all times unless in this Agreement Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Buyer's securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that during any trading day that Buyer's securities are commingled with Seller's securities, they [will]* [may]** be subject to liens granted by Seller to [its clearing bank]* [third parties] ** and may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to resegregate substitute securities for Buyer will be subject to Seller's ability to satisfy [the clearing] * [any]** lien or to obtain substitute securities.

* Language to be used under 17 C.F.R, §403.4 (e) if Seller is a government securities broker or dealer other than a financial institution.

** Language to be used under 17 C.F.R. §403.5 (d) if Seller is a financial institution.

9. Substitution

(a) Seller may, subject to agreement with and acceptance by Buyer, substitute other Securities for any Purchased Securities. Such substitution shall be made by transfer to Buyer of such other Securities and transfer to Seller of such Purchased Securities. After substitution, the substituted Securities shall be deemed to be Purchased Securities.

(b) In Transactions in which Seller retains custody of Purchased Securities, the parties expressly agree that Buyer shall be deemed, for purposes of subparagraph (a) of this Paragraph, to have agreed to and accepted in this Agreement substitution by Seller of other Securities for Purchased Securities; provided, however, that such other Securities shall have a Market Value at least equal to the Market Value of the Purchased Securities for which they are substituted.

10. Representations

Each of Buyer and Seller represents and warrants to the other that (i) it is duly authorized to execute and deliver this Agreement, to enter into Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed in writing, in the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the person signing this Agreement on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any governmental body required in connection with this Agreement and the Transactions hereunder and such authorizations are in full force and effect and (v) the execution, delivery and performance of this Agreement and the Transactions hereunder will not violate any law, ordinance, charter, bylaw or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. On the Purchase Date for any Transaction Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.

11. Events of Default

In the event that (i) Seller fails to transfer or Buyer fails to purchase Purchased Securities upon the applicable Purchase Date, (ii) Seller fails to repurchase or Buyer fails to transfer Purchased Securities upon the applicable Repurchase Date, (iii) Seller or Buyer fails to comply with Paragraph 4 hereof, (iv) Buyer fails, after one business day's notice, to comply with Paragraph 5 hereof, (v) an Act of Insolvency occurs with respect to Seller or Buyer, (vi) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (vii) Seller or Buyer shall admit to the other its inability to, or its intention not to, perform any of its obligations hereunder (each an "Event of Default"):

(a) The nondefaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option, the Repurchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled). The nondefaulting party shall (except upon the occurrence of an Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.

(b) In all Transactions in which the defaulting party is acting as Seller, if the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, (i) the defaulting party's obligations in such Transactions to repurchase all Purchased Securities, at the Repurchase Price therefor on the Repurchase Date determined in accordance with subparagraph (a) of this Paragraph, shall thereupon become immediately due and payable, (ii) all Income paid after such exercise or deemed exercise shall be retained by the nondefaulting party and applied to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder, and (iii) the defaulting party shall immediately deliver to the nondefaulting party any Purchased Securities subject to such Transactions then in the defaulting party's possession or control.

(c) In all Transactions in which the defaulting party is acting as Buyer, upon tender by the nondefaulting party of payment of the aggregate Repurchase Prices for all such Transactions, all right, title and interest in and entitlement to all Purchased Securities subject to such Transactions shall be deemed transferred to the nondefaulting party, and the defaulting party shall deliver all such Purchased Securities to the nondefaulting party.

(d) If the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, the nondefaulting party, without prior notice to the defaulting party, may:

(i) as to Transactions in which the defaulting party is acting as Seller, (A) immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the proceeds thereof to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Securities, to give the defaulting party credit for such Purchased Securities in an amount equal to the price therefor on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder; and

(ii) as to Transactions in which the defaulting party is acting as Buyer, (A) immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, securities ("Replacement Securities") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the nondefaulting party as required hereunder or (B) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefor on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source.

Unless otherwise provided in Annex I, the parties acknowledge and agree that (1) the Securities subject to any Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid or offer quotations for any Security, the nondefaulting party may establish the source therefor in its sole discretion and (3) all prices, bids and offers shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the relevant Securities).

(e) As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the nondefaulting party for any excess of the price paid (or deemed paid) by the nondefaulting party for Replacement Securities over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaulting party under Paragraph 5 hereof or otherwise hereunder.

(f) For purposes of this Paragraph 11, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the amount of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the nondefaulting party of the option referred to in subparagraph (a) of this Paragraph.

(g) The defaulting party shall be liable to the nondefaulting party for (i) the amount of all reasonable legal or other expenses incurred by the nondefaulting party in connection with or as a result of an Event of Default, (ii) damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions in connection with or as a result of an Event of Default, and (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction.

(h) To the extent permitted by applicable law, the defaulting party shall be liable to the nondefaulting party for interest on any amounts owing by the defaulting party hereunder, from the date the defaulting party becomes liable for such amounts hereunder until such amounts are (i) paid in full by the defaulting party or (ii) satisfied in full by the exercise of the nondefaulting party's rights hereunder. Interest on any sum payable by the defaulting party to the nondefaulting party under this Paragraph 11(h) shall be at a rate equal to the greater of the Pricing Rate for the relevant Transaction or the Prime Rate.

(i) The nondefaulting party shall have, in addition to its rights hereunder, any rights otherwise available to it under any other agreement or applicable law.

12. Single Agreement

Buyer and Seller acknowledge that, and have entered hereinto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

13. Notices and Other Communications

Any and all notices, statements, demands or other communications hereunder may be given by a party to the other by mail, facsimile, telegraph, messenger or otherwise to the address specified in Annex II hereto, or so sent to such party at any other place specified in a notice of change of address hereafter received by the other. All notices, demands and requests hereunder may be made orally, to be confirmed promptly in writing, or by other communication as specified in the preceding sentence.

14. Entire Agreement; Severability

This Agreement shall supersede any existing agreements between the parties containing general terms and conditions for repurchase transactions. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

15. Non-assignability; Termination

(a) The rights and obligations of the parties under this Agreement and under any Transaction shall not be assigned by either party without the prior written consent of the other party, and any such assignment without the prior written consent of the other party shall be null and void. Subject to the foregoing, this Agreement and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement may be terminated by either party upon giving written notice to the other, except that this Agreement shall, notwithstanding such notice, remain applicable to any Transactions then outstanding.

(b) Subparagraph (a) of this Paragraph 15 shall not preclude a party from assigning, charging or otherwise dealing with all or any part of its interest in any sum payable to it under Paragraph 11 hereof.

16. Governing Law

This Agreement shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

17. No Waivers, Etc.

No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this Agreement and no consent by any party to a departure here-from shall be effective unless and until such shall be in writing and duly executed by both of the parties hereto. Without limitation on any of the foregoing, the failure to give a notice pursuant to Paragraph 4(a) or 4(b) hereof will not constitute a waiver of any right to do so at a later date.

18. Use of Employee Plan Assets

(a) If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA) are intended to be used by either party hereto (the "Plan Party") in a Transaction, the Plan Party shall so notify the other party prior to the Transaction. The Plan Party shall represent in writing to the other party that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefrom, and the other party may proceed in reliance thereon but shall not be required so to proceed.

(b) Subject to the last sentence of subparagraph (a) of this Paragraph, any such Transaction shall proceed only if Seller furnishes or has furnished to Buyer its most recent available audited statement of its financial condition and its most recent subsequent unaudited statement of its financial condition.

(c) By entering into a Transaction pursuant to this Paragraph, Seller shall be deemed (i) to represent to Buyer that since the date of Seller's latest such financial statements, there has been no material adverse change in Seller's financial condition which Seller has not disclosed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statements of its financial condition as they are issued, so long as it is a Seller in any outstanding Transaction involving a Plan Party.

19. Intent

(a) The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

(b) It is understood that either party's right to liquidate Securities delivered to it in connection with Transactions hereunder or to exercise any other remedies pursuant to Paragraph 11 hereof is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.

(c) The parties agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

(d) It is understood that this Agreement constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation", respectively, as defined in and subject to FDICIA (except insofar as one or both of the parties is not a "financial institution" as that term is defined in FDICIA).

20. Disclosure Relating to Certain Federal Protections

The parties acknowledge that they have been advised that:

(a) in the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder;

(b) in the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and

(c) in the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

NYDIG FUNDING LLC, as Party A

By: /s/ Pete Janney
Title: Head of Sales and Trading
Date: 7/25/2025

GEMINI SPACE STATION, LLC, as Party B

By: /s/ Cameron Winklevoss
Title: President
Date: 25 July 2025

Annex I
Supplemental Terms and Conditions

This Annex I forms a part of the Master Repurchase Agreement dated as of July 25, 2025 (as may be amended, supplemented or otherwise modified from time to time in accordance with its terms, the "**Agreement**") between NYDIG Funding LLC as Party A (in such capacity, "**Party A**") and NYDIG Funding LLC as servicer (in such capacity, the "**Servicer**") and Gemini Space Station, LLC as Party B (in such capacity, "**Party B**", and together with Party A and Servicer, each a "**Party**" and collectively, the "**Parties**"). Capitalized terms used but not defined in this Annex I shall have the meanings ascribed to them in the Agreement.

I. Other Applicable Annexes. In addition to this Annex I the following annexes, and any schedules or exhibits thereto, shall form a part of the Agreement and shall be applicable thereunder (applicable if marked with an "**X**" below):

Annex	Applicability
Annex II (Names and Addresses)	**X**
Annex III (Eligible Exchanges)	**X**
Annex IV (Confirmation Blocks)	**X**
Annex V (Agency Appointment)	**X**

II. The Parties agree to be governed by the Supplemental Terms and Conditions stated herein. To the extent that any provisions in these Supplemental Terms and Conditions are in conflict with provisions contained in the Agreement, the provisions of these Supplemental Terms and Conditions shall prevail. For the avoidance of doubt, any reference in the Agreement to "Agreement" or "hereunder" shall be construed to include Annex I, Annex II, Annex III, Annex IV, Annex V and the Confirmations delivered in connection herewith. With respect to each Transaction, Party A shall be Buyer and Party B shall be Seller.

III. Additionally, and without limitation of the foregoing, the following terms shall apply with respect to the Agreement and each Transaction:

1. **INTERPRETATION**

1.1 **Definitions**: Paragraph 2 of the Agreement is hereby amended by adding (and/or replacing the existing clauses with) the following clauses in their alphabetical location:

(a) "**Airdrop**" means a distribution of a new token or tokens resulting from the ownership of a preexisting token;

(b) "**Banking Day**" means any day that is not a Saturday, Sunday or a day on which banking institutions in the State of New York are authorized or required by Law to close.

(c) "**BRTI**" means the CME CF Bitcoin Real Time Index available at https://www.cmegroup.com/markets/cryptocurrencies/cme-cf-cryptocurrency-benchmarks.html or such other website as announced by Chicago Mercantile Exchange Inc. from time to time.

(d) "**Business Day**" or "**business day**" means any day other than a Saturday, a Sunday or any day on which the New York Stock Exchange is closed.

(e) "**Buyer**" means Party A as Buyer in a Transaction and its permitted assignees;

(f) "**Buyer's Digital Asset Address**" means the Digital Asset Address of Buyer's custody account at Buyer's custodian;

(g) "**Buyer's Margin Amount**", with respect to any Transaction as of any date, the amount obtained by application of the Buyer's Margin Percentage to the Purchase Price for such Transaction as of such date;

(h) "**Buyer Mini Close-out**" has the meaning as set forth in Clause 8 of this Annex.

(i) "**Buyer's Liquidation Amount**", with respect to any Transaction as of any date, the amount obtained by application of the Liquidation Margin Percentage to the Purchase Price for such Transaction as of such date;

(j) "**Close of business in the relevant market**" means 4:00 PM New York City time.

(k) "**Code**" means the Internal Revenue Code of 1986, as amended;

(l) "**Confirmation**", means a Confirmation substantially in the form of Exhibit A hereto, or otherwise in form reasonably acceptable to Buyer and Seller, and delivered with respect to the applicable Transaction;

(m) "**Digital Asset**" means Bitcoin (BTC);

(n) "**Digital Asset Address**" means an identifier of alphanumeric characters that represents a digital identity or destination for a transfer of Digital Assets set forth in the applicable Confirmation;

(o) "**Early Termination**" means, with respect to any Transaction, the termination of such Transaction, in whole or in part, pursuant to Clause 5 of this Annex I prior to the expiration of the applicable Term of such Transaction;

(p) "**Early Termination Date**" means, with respect to any Transaction, the date specified in writing by Seller on which an Early Termination with respect to such Transaction shall occur;

(q) "**Early Termination Fee**" means, with respect to any Transaction that is terminated in whole or in part pursuant to an Early Termination occurring prior to the Scheduled Repurchase Date, Buyer Mini Close-out or Event of Default for which Seller is the defaulting party, (i) from the Purchase Date until the date that is the three (3) month anniversary of the Purchase Date, a fee payable to Buyer in an amount equal to [***] (ii) from the date following the three (3) month anniversary of the Purchase Date until the date that is the six (6) month anniversary of the Purchase Date, a fee payable to Buyer in an amount equal to [***] of the Purchase Price related to the Purchased Securities subject to the terminated Transaction, (iii) from the date following the six (6) month anniversary of the Purchase Date until the date that is the nine (9) month anniversary of the Purchase Date, a fee payable to Buyer in an amount equal to [***] of the Purchase Price related to the Purchased Securities subject to the terminated Transaction, and (iv) from the date following the nine (9) month anniversary of the Purchase Date, [***].

(r) "**Eligible Exchange**" means any exchange specified in Annex III or any other exchange upon which Buyer and Seller mutually agree from time to time;

(s) "**Excess Proceeds**" has a meaning as set forth in Clause 8 of this Annex I.

(t) "**FATCA**" means Sections 1471 through 1474 of the Code (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), and any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among governmental authorities entered into in connection with the implementation of such Sections of the Code;

(u) "**Hard Fork**" means, with respect to a Digital Asset, a permanent divergence in the relevant Digital Asset's blockchain (e.g., when its non-upgraded nodes cannot validate blocks created by upgraded nodes that follow newer consensus rules, or an Airdrop or any other event which results in the creation of a new token);

(v) "**Initial Price Differential Payment Date**" means, with respect to a Transaction, except as otherwise agreed in the applicable Confirmation, the fifth calendar day of the month following the month of the Purchase Date, unless such date would be seven or fewer days after the Purchase Date, in which case the fifth calendar day of the second month following the month of the Purchase Date; provided that, in either such case, if such day is not a Banking Day then the Initial Price Differential Payment Date shall be the previous Banking Day;

(w) "**Liquidation Margin Percentage**" means, with respect to any Transaction, a percentage agreed to by Buyer and Seller, as set forth in the applicable Confirmation;

(x) "**Liquidation Trigger**" means the condition occurring when, at any time, the aggregate Market Value of all Purchased Securities subject to all Transactions in which a party is acting as Buyer is less than the aggregate Buyer's Liquidation Amount for all such Transactions.

(y) [***]

(z) "**Margin Deficit Cure Period**" means the period beginning upon the occurrence of a Margin Deficit in accordance with this Agreement and ending on the earlier of [***];

(aa) "**Margin Default**" means, after the occurrence of a Margin Deficit, the occurrence of the aggregate Market Value of the Purchased Securities, including any Additional Purchased Securities (referencing the Market Value used to determine the Margin Deficit) and after giving effect to the Seller's exercise of its right under Clause 5 to effect an Early Termination of one or more Transactions, as applicable, not equaling or exceeding the product of (i) the Original Margin Percentage and (ii) the aggregate Purchase Price within the Margin Deficit Cure Period;

(bb) "**Margin Excess**" has the meaning set forth in Clause 4.2 of this Annex I;

(cc) "**Market Capitalization**" means, for a New Token, the product of (a) the total, unadjusted mined supply of such New Token and (b) the price, in U.S. dollars, of such New Token. The source of the price of such New Token shall be an Eligible Exchange or bona fide, indicative bids from NYDFS-regulated OTC desks by Buyer. Buyer shall make each selection of Eligible Exchanges or indicative bids and each other determination or calculation described in this paragraph in good faith and in a commercially reasonable manner, consistent with market practice; provided that Seller shall have the right to obtain reasonable documentation of any such determinations or calculations upon request. If the price of such New Token is not in U.S. dollars, it shall be converted into U.S. dollars, provided that the conversion rate comes from the same Eligible Exchange and is as of the same time as the price of the New Token. Any blockchain explorer supporting the New Token that provides information on the total mined supply of a New Token shall be an acceptable source for the total, unadjusted mined supply of such New Token;

(dd) "**Market Value**" means, with respect to any Purchased Securities subject to a Transaction as of any date, the value in U.S. dollars of such Purchased Securities based on the level of the BRTI, as of the applicable determination time, provided that the level of the BRTI as of any determination time shall not be subject to change based on any subsequent changes to the BRTI methodology after the determination time, or otherwise, or in the event the BRTI is not published or available, the price of such Purchased Securities on an Eligible Exchange or bona fide, indicative bids from NYDFS-regulated OTC desks, as of the applicable determination time;

(ee) "**New Token**" means, any incremental token generated as a result of a Hard Fork in the Digital Asset protocol or an applicable Airdrop that meets the following conditions:

(i) [***]

(ii) [***]

(ff) **Original Margin Percentage**" means, with respect to any Transaction, a percentage agreed to by Buyer and Seller, as set forth in the applicable Confirmation, or in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the aggregate Purchase Price on the Purchase Date for such Transaction;

(gg) "**NYDFS-regulated**" means, with respect to a particular party, such party is specifically authorized to engage in virtual currency business activities by the New York Department of Financial Services;

(hh) [***]

(ii) **"Party A"** means NYDIG Funding LLC and in its capacity as Party A hereunder and its permitted assignees;

(jj) "**Price Differential Payment Dates**" means, with respect to any Transaction, except as otherwise agreed in the applicable Confirmation, (x) the Initial Price Differential Payment Date and (y) each one (1) month anniversary of the Initial Price Differential Payment Date to, but not including the Repurchase Date for such Transaction (including the deemed Repurchase Date on the applicable Early Termination Date for such Transaction); provided that, in either such case, if such day is not a Banking Day then the Price Differential Payment Date shall be the previous Banking Day;

(kk) "**Price Differential Payment Failure**" has the meaning set forth in Clause 4.1 of this Annex I;

(ll) "**Purchased Securities**" means with respect to any Transaction, the Digital Assets set forth in the Confirmation for such Transaction;

(mm) "**Scheduled Repurchase Date**" means, with respect to any Transaction, the date specified as the Repurchase Date in the Confirmation for such Transaction;

(nn) "**Seller's Digital Asset Address**" means the Digital Asset Address of Seller or of Seller's custodian;

(oo) "**Seller's Margin Amount**", with respect to any Transaction as of any date, the amount obtained by application of the Seller's Margin Percentage to the Purchase Price for such Transaction as of such date;

(pp) "**Series Transaction**" means a Transaction that is part of a group of Transactions documented in a single Confirmation;

(qq) "**Servicing Agreement**" means the agreement entered into by Party A and the Servicer and the other parties thereto regarding the services of Transaction on behalf of Buyer, which agreement may be amended in accordance with its terms thereof without the consent of Seller;

(rr) "**Structuring Fee**" means the specific fee agreed upon by Seller and Buyer, payable in accordance with the provisions set forth in Clause 4.4 of this Annex I;

(ss) "**Supported**" with respect to a particular New Token means that NYDIG Execution LLC makes both bona fide firm offers or bids for such New Token;

(tt) "**Term**" means, with respect to any Transaction, the period commencing on the Purchase Date for such Transaction and ending on the Scheduled Repurchase Date for such Transaction.

(uu) **"Terminated Transaction"** has the meaning as set forth in Section 8 of this Annex I.

1.2 **Construction**:

(a) Any reference in this Annex I to (i) a "Clause" shall, subject to any contrary indication, be construed as a reference to a clause of this Annex I and (ii) a "Paragraph" shall be construed as a reference to a paragraph of the Agreement.

(b) In this Annex I, unless the context otherwise requires:

(i) words importing the singular shall include the plural and vice versa;

(ii) a reference to any document (including this Annex I) shall be construed to include any amendment, variation, novation or supplement thereof; and

(iii) Clause headings are for ease of reference only and shall be ignored in the interpretation of this Annex I.

(c) Any reference in this Annex I to any matter being "determined" by a Party (whether expressed to be in such Party's sole discretion or otherwise) shall be construed as requiring such determination to be made in good faith.

(d) Notwithstanding the references in the Agreement to the term "Purchased Securities" and any references to the word "securities," the Parties hereto acknowledge and agree that in no event shall "Digital Assets" or "Purchased Securities" be construed to include or otherwise constitute "securities" under U.S. federal or state securities laws or the securities laws of any other applicable jurisdiction.

(e) Notwithstanding the defined term "Purchased Securities," the assets subject to the Agreement shall consist solely of commodities and shall not constitute securities for the purposes of the U.S. Bankruptcy Code or any other purpose.

2. **INITIATION; CONFIRMATION; TRANSFERS**

2.1 For the purposes of Paragraph 1 of the Agreement, the Parties agree that the Transactions subject to the Agreement shall consist solely of Digital Assets and shall not include assets that constitute "securities" under U.S. federal or state securities laws or securities laws of any other jurisdiction.

2.2 For purposes of Paragraphs 3(a) and 3(b) of the Agreement, and subject to the terms and conditions of this Annex I, an agreement to enter into a Transaction may be made in writing at the initiation of either Buyer or Seller, provided that Seller shall deliver any request to initiate a Transaction not later than 4:00 p.m. ET one (1) Business Day prior to the proposed Transaction. Party A shall deliver a duly completed Confirmation via Bloomberg, email or other secure electronic method, as mutually agreed by the parties. In no event shall the Repurchase Date be fewer than 2 days or more than 360 days after the Purchase Date. Upon acceptance in writing (which may be by e-mail) by Party B, such Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between the Parties with respect to the applicable Transaction to which such Confirmation relates. Paragraph 3(b) of the Agreement shall be amended by deleting the last sentence and replacing it with the following:

"Notwithstanding anything to the contrary in the Agreement, in the event of any conflict between the terms of a Confirmation and the Agreement, the terms of the relevant Confirmation shall prevail."

2.3 If the parties agree to enter into a Transaction, for purposes of Paragraph 7 of the Agreement, the transfer and delivery of Purchased Securities on the Purchase Date shall be effected by the transmission by Seller of the amount of Purchased Securities set forth in the applicable Confirmation to Buyer's Digital Asset Address on or before 5:00 p.m. New York time on the applicable Purchase Date or at a time otherwise agreed to by both parties; provided that Buyer shall only be required to pay the Purchase Price (to an account designated in writing by Seller) upon confirmation of delivery of such Purchased Securities in respect thereof on the relevant Digital Asset blockchain at least the number of times as set forth for such Digital Asset in Annex IV or as specified in the applicable Confirmation. In each Transaction, it is intended that Party A shall agree to make a forward purchase of the Purchased Securities on the Purchase Date, and Party B shall agree to make a forward purchase of the Purchased Securities on the Repurchase Date.

2.4 For purposes of Paragraphs 3(c) and 7 of the Agreement, the transfer and delivery of Purchased Securities on the Repurchase Date for any Transaction (including any applicable Early Termination Date) shall be effected by the transmission by Buyer of the Purchased Securities and any New Tokens in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to the Agreement) to Seller's Digital Asset Address; provided that Seller shall only be required to pay the Repurchase Price (to an account designated in writing by Buyer) upon confirmation of delivery of such Purchased Securities and any New Tokens in respect thereof (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to the Agreement) on the relevant Digital Asset blockchain at least the number of times as set forth for such Digital Asset in Annex IV or as specified in the applicable Confirmation.

2.5 The parties expressly agree that Buyer shall be deemed, for purposes of Paragraph 9(a) of the Agreement, to have agreed to and accepted any substitution by Seller of other Digital Assets of like kind for Purchased Securities; provided, however, that such other Digital Assets shall have a Market Value at least equal to the Market Value of the Purchased Securities for which they are substituted.

2.6 All Purchased Securities shall be segregated from other digital assets in the possession of Buyer and shall be identified as subject to this Agreement and held in a segregated digital wallet at Buyer's custodian. Segregation shall be accompanied by appropriate identification on the books and records of Buyer.

2.7 Buyer agrees to hold all Purchased Securities in custody with [***], subject to the additional provisions of this Clause 2.7. Prior to the occurrence of an Event of Default (including a Margin Default or a Liquidation Trigger), Buyer Mini Close-out or Price Differential Payment Failure, Buyer shall not sell, transfer, pledge, hypothecate or otherwise dispose of the Purchased Securities; provided, however, Buyer shall be permitted to pledge the Purchased Securities as collateral to secure Buyer's obligations to [***].

2.8 Notwithstanding anything in Paragraph 6 of the Agreement to the contrary, the parties intend that (x) all Transactions hereunder be treated as cash financings secured by the Purchased Securities and not sales and purchases for U.S. federal, state and local income tax purposes and (y) during the term of any Transaction, Seller shall be treated as the beneficial owner of the Purchased Securities for U.S. federal, state and local tax purposes The parties agree to file all tax returns and information returns consistently with the foregoing treatment, except as otherwise required by applicable law.

3. **DELIVERY OF FINANCIAL STATEMENTS**

3.1 The Parties hereto agree that after the date hereof and until all Transactions under this Annex are terminated, Party B shall provide Party A with (x) its quarterly unaudited financial statements as they become available (and in any event within forty-five (45) days thereafter) and (y) promptly as they become available (and in any event, within one hundred twenty (120) days of fiscal year end), Party B's audited annual financial statements for each fiscal year of Party B or if Party B is not audited for such fiscal year (or if requested by Party A), the unaudited annual financial statements within sixty (60) days of the fiscal year end.

4. **PAYMENT OF PRICE DIFFERENTIAL; MARGIN MAINTENANCE; PAYMENT OF STRUCTURING FEE**

4.1 Except as set forth in the applicable Confirmation, Buyer will provide to Seller an invoice no later than the second Business Day preceding each Price Differential Payment Date, setting forth Buyer's computation of the amount of Price Differential that will be due and payable on the applicable Price Differential Payment Date. Seller and Buyer agree to work cooperatively to resolve any disagreement regarding the computation of Price Differential; provided, however, that any such disagreement or efforts to resolve the same shall not postpone, delay, or otherwise affect Seller's obligation to pay the full amount of Price Differential as set forth in the invoice on the applicable Price Differential Payment Date. All such amounts shall remain due and payable on the applicable Price Differential Payment Date, notwithstanding any unresolved disagreement. Seller will pay to Buyer on each of the Price Differential Payment Dates the accrued and unpaid Price Differential as of the end of the calendar month immediately preceding each Price Differential Payment Date, commencing with the Initial Price Differential Payment Date. Upon any failure by Seller to pay any accrued and unpaid Price Differential to Buyer under a Transaction within five (5) calendar days of any Price Differential Payment Date (a "**Price Differential Payment Failure**"), Buyer may immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as Buyer may reasonably deem satisfactory, any Purchased Securities subject to such Transactions as may be necessary to satisfy the amounts owing from Seller to Buyer for such Price Differential Payment Failure and reasonable legal or other expenses incurred as a result of a Price Differential Payment Failure, and apply the proceeds thereof to the aggregate amount of Price Differential and such other expenses incurred as a result of a Price Differential Payment Failure owing by Seller to Buyer, in which case the Price Differential Payment Failure shall be deemed to be cured for all purposes under this Agreement. For the avoidance of doubt, any such cure shall not be deemed to be a waiver of Buyer's right to exercise its remedies or designate an Event of Default with respect to any other acts or omissions of Seller occurring under this Agreement and shall be without prejudice to Buyer's remedies for a subsequent Margin Deficit, Liquidation Trigger or other Event of Default. For the avoidance of doubt, if Buyer does not elect to satisfy the amounts owing from Seller to Buyer for a Price Differential Payment Failure, Buyer shall maintain any and all other of Buyer's rights and remedies under this Agreement including Paragraph 11 thereof with respect to such Price Differential Payment Failure.

4.2 Paragraph 4(a) of the Agreement shall be removed in its entirety and replaced with the following:

If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggregate Buyer's Margin Amount for all such Transactions (a "**Margin Deficit**"), then Seller in such Transactions shall have the Margin Deficit Cure Period within which to transfer to Buyer cash or additional Purchased Securities (referencing the Market Value used to determine that Margin Deficit) ("**Additional Purchased Securities**"), in Seller's discretion, so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed the product of the Original Margin Percentage and the aggregate Purchase Price. Seller shall have all rights under Clauses 5(b) and (c) hereof to effect an Early Termination (including by paying the related Early Termination Fee) with respect to one or more Transactions to cure a Margin Deficit, in whole or in part, within the Margin Deficit Cure Period. Buyer shall provide notice to Seller upon the occurrence of a Margin Deficit; provided however, that (i) if, due to operational or technical failures Buyer is unable to provide notice to Seller of a Margin Deficit, Seller shall nevertheless be obligated to transfer cash or Additional Purchased Securities as required herein, and (ii) in all cases, regardless of the time of receipt of such notice, the Margin Deficit Cure Period shall begin upon the occurrence of the Margin Deficit. In the event Seller cures such Margin Deficit by depositing cash with Buyer, such amount shall be deemed to be a deposit of Additional Purchased Securities unless Seller provides notice to Buyer that such amount constitutes an Early Termination and the payment of the applicable Early Termination Fee. In addition, during the Margin Deficit Cure Period for any Transactions, any fluctuations in the Market Value of the Purchased Securities shall not be deemed to be a new or additional Margin Deficit or extend the duration of the existing Margin Deficit Cure Period for such Transactions; *provided that,* for the avoidance of doubt, following the end of such Margin Deficit Cure Period, the Market Value of Purchased Securities used to determine whether a new Margin Deficit has occurred following such Margin Deficit Cure Period will be the Market Value of such Purchased Securities as of the applicable time of determination.. Upon the occurrence of a Margin Default or a Liquidation Trigger, Buyer shall be entitled to exercise any and all rights and remedies under Paragraph 11 of this Agreement and/or applicable law or, solely upon the occurrence of Margin Default, may elect to exercise a Buyer Mini Close-out. Notwithstanding anything to the contrary in Paragraph 4(a) of the Agreement or otherwise, Buyer shall not be required to provide any prior notice to Seller of the occurrence of any Margin Deficit, Margin Default or Liquidation Trigger, except as set forth in this paragraph, and Seller shall transfer cash or Additional Purchased Securities no later than as provided in this paragraph; provided that, Buyer shall provide Seller notice of its exercise of remedies in respect of any Margin Default or Liquidation Trigger as promptly as practicable following the commencement thereof. Additionally, if Buyer elects to exercise a Buyer Mini Close-out, the Seller shall pay the applicable Early Termination Fee. Buyer's remedies under this Section 4.1 shall be without prejudice to Buyer's remedies for a subsequent Price Differential Payment Failure, Liquidation Trigger or other Event of Default.

4.3 Paragraph 4(b) of the Agreement shall be removed in its entirety and replaced with the following:

If, at 4:00 PM New York City time on any Business Day the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a "**Margin Excess**"), then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer Purchased Securities, or, in Buyer's discretion, cash previously deposited by Seller with Buyer to cure a Margin Deficit and deemed to be Additional Purchased Securities by Buyer, to Seller, so that the cash and aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed the product of the Original Margin Percentage and the aggregate Purchase Price. Notwithstanding anything to the contrary in Paragraph 4(c) of the Agreement or otherwise, Buyer shall have one (1) business day to transfer such cash or Purchased Securities after notice from Seller, provided that Buyer shall have no obligation to return Purchased Securities if a Margin Deficit exists (or would be created) prior to or at the time of such return; provided further that such notice from Seller shall be sent no later than 5:00 p.m. New York time on the Business Day prior to the required transfer.

4.4 Seller shall pay Buyer a structuring fee (the "**Structuring Fee**") for any Transaction as may be set for the applicable Confirmation, which fee shall be fully earned and due and payable on the Purchase Date for such Transaction.

5. **EARLY TERMINATION; HARD FORKS and AIRDROPS**

5.1 Early Termination

(a) Unless a Margin Deficit is continuing, Seller shall have the right during the Term of any Transaction to effect an Early Termination of such Transaction in whole by providing written notice from Seller to Buyer specifying the applicable Early Termination Date; provided that such Early Termination Date shall be on the last day of any calendar month (or if such day is not a Business Day, the immediately succeeding Business Day). Upon receipt of such notice by Buyer, the Repurchase Date for the applicable Transaction shall be deemed to be the Early Termination Date specified in such notice and Seller shall pay the Early Termination Fee related to such Early Termination, in addition to the related Repurchase Price. Notwithstanding Paragraph 3(c) of the Agreement, for any Transaction subject to Early Termination by Seller pursuant to this clause (a), notification of Early Termination shall be at least three Business Days prior to the related Early Termination Date.

(b) Except as otherwise set forth in this Clause 5 or in the applicable Confirmation, if Seller exercises its option to effect an Early Termination of the applicable Transaction in whole to cure a Margin Deficit, the Seller shall pay the Early Termination Fee within the Margin Deficit Cure Period.

(c) If Seller exercises its option to effect an Early Termination in part with respect to the applicable Transactions by paying the portion of the Repurchase Price of the Purchased Securities under such Transaction in an amount that would cure the related Margin Deficit, the Seller shall pay (i) the Early Termination Fee related to such Purchased Securities and (ii) such portion of the Repurchase Price within the Margin Deficit Cure Period.

5.2 In the event of a public announcement of a future Hard Fork or Airdrop resulting in New Tokens in respect of Purchased Securities, Buyer shall manage the Hard Fork or Airdrop itself and transfer such New Tokens to Seller in accordance with this Clause. If the Hard Fork or applicable Airdrop results in New Tokens and Buyer obtains or claims such New Tokens, they will become part of the Purchased Securities. Notwithstanding the foregoing, Buyer shall have no obligation in respect of New Tokens if Seller had no rights or ability to obtain New Tokens immediately prior to this transaction and Seller shall have no right to the digital asset created through such Hard Fork or Airdrop if such digital asset is not a New Token. If following the announcement of a future Hard Fork or Airdrop, but prior to the occurrence of such future Hard Fork or Airdrop, the parties mutually determine that the result of a Hard Fork or Airdrop will be that substantially all of the value of the Purchased Securities will be converted into digital assets that are not New Tokens, the parties shall cooperate to promptly effect an early termination of all affected Transactions, and no Early Termination Fee shall apply in respect thereof.

6. **EVENTS OF DEFAULT; REMEDIES UPON AN EVENT OF DEFAULT**

6.1 The parties agree that any failure to pay an amount when due, or failure to deliver Purchased Securities when due, in each case under the Agreement, shall not constitute an Event of Default under sub-clause (i) or sub-clause (ii) in the first paragraph of Paragraph 11 of the Agreement or give rise to the remedies under paragraph 11(d) of the Agreement if the party required to make such payment or delivery demonstrates, by the time that such payment or delivery is due, to the other party's reasonable satisfaction that such failure to pay or failure to deliver, as the case may be, is caused solely by an error or omission of an administrative or operational nature, and that (A) the Purchased Securities or cash were otherwise available to such party to enable it to make the relevant delivery or the relevant payment, as the case may be, when due, and (B) such party makes such delivery or such payment, as the case may be, within one (1) Business Day (or, in the case of cash, one (1) Banking Day) following delivery of written notice of such failure to deliver or such failure to pay, as the case may be.

6.2 Paragraph 11(h) of the Agreement shall be deleted in its entirety and replaced with the following:

Upon the occurrence of an Event of Default under the Agreement by Seller, in addition to any and all amounts owing from Seller to Buyer, Seller shall incur an Early Termination Fee on the date of the Event of Default and such Early Termination Fee shall be due and payable by Seller to Buyer on the date of such Event of Default.

6.3 In addition to the events enumerated in Paragraph 11 of the Agreement, the occurrence of the following events shall constitute an Event of Default under the Agreement and such paragraph is hereby amended by deleting the "or" after "deemed to have been made or repeated," and inserting immediately before "(each an "Event of Default")" "(viii) the occurrence of a Margin Default, (ix) the occurrence of Liquidation Trigger or (x) failure in respect of the Seller to make any payment required under this Agreement or any Transaction (including any payment of Price Differential required under any Transaction when the same becomes due and payable) and, other than in respect of any payment of the Purchase Price or Repurchase Price, the continuation of such failure for a period of five (5) calendar days thereafter".

6.4 [Reserved].

6.5 Paragraph 11(a) of the Agreement shall be deleted in its entirety and replaced with the following:

The nondefaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency or Liquidation Trigger), declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option, the Repurchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled). The nondefaulting party shall (except upon the occurrence of an Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.

7. **REPRESENTATIONS AND WARRANTIES**

7.1 Paragraph 10 of the Agreement shall be amended by deleting the "and" after "in full force and effect" and adding new paragraphs 10(vi) to 10(xi) after paragraph 10(v), as follows:

(vi) the Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms;

(vii) it has not relied on the other for any tax, legal or accounting advice concerning the Agreement and that it has made its own determination as to the tax and accounting treatment of any Transaction, any Securities or funds received or provided hereunder;

(viii) it is acting for its own account and neither Party has any fiduciary obligation to the other Party relating to the Transactions;

(ix) it is a sophisticated party and fully familiar with the inherent risks involved in the transaction contemplated in the Agreement, including, without limitation, risk of new financial regulatory requirements, potential loss of money and risks due to volatility of the price of the Purchased Securities, and voluntarily takes full responsibility for any risk to that effect and (y) it has not held itself out as advising, or has held out any of its employees or agents as having the authority to advise, the other Party as to whether or not the other Party should enter into any Transaction, any subsequent actions relating to a Transaction or any other matters relating to a Transaction;

(x) there are no proceedings pending or, to its knowledge, threatened, which could reasonably be anticipated to have any material adverse effect on the transactions contemplated by the Agreement or the accuracy of the representations and warranties hereunder or thereunder; and

(xi) to its knowledge, the transactions contemplated in the Agreement are not prohibited by law or other authority in the jurisdiction of its place of incorporation, place of principal office, or residence and that it has necessary licenses and registrations to operate in the manner contemplated in the Agreement.

7.2 Paragraph 10 of the Agreement shall be amended by adding the following to the end thereof:

Seller represents and warrants to Buyer that it has, or will have at the time of entry into any Transaction, the right to buy and sell the applicable Purchased Securities subject to the terms and conditions hereof. Buyer represents and warrants to Seller that it has, or will have on the applicable Repurchase Date, the right to transfer the applicable Purchased Securities subject to the terms and conditions hereof, free and clear of all liens and encumbrances other than those arising under the Agreement. Neither Party shall have any responsibility or liability whatsoever in respect of any advice given, or views expressed, by it or any such persons to the other party relating to a Transaction, whether or not such advice is given or such views are expressed at the request of the other Party.

[***]

8. **BUYER MINI CLOSE-OUT**

Notwithstanding Paragraph 11 of the Agreement, if there exists a Margin Default, Buyer may terminate one or more affected Transactions without terminating all affected Transactions hereunder pursuant to Paragraph 11 ("**Terminated Transactions**"). If the Buyer elects to terminate one or more Transactions without terminating all Transactions hereunder pursuant to Paragraph 11 of the Agreement (a "**Buyer Mini Close-out**),

(a) the Buyer shall initially apply the portion of the liquidation proceeds of the Purchased Securities related to Terminated Transactions against the Repurchase Price to the extent necessary to reduce the Repurchase Prices of such Terminated Transactions on a dollar-for-dollar basis to zero, and any proceeds or Purchased Securities in excess of such Repurchase Price shall be deemed as excess proceeds (the "**Excess Proceeds**") to be to applied in accordance with clause (b) below; and

(b) after giving effect to the foregoing clause (a), Buyer may, in its sole discretion, elect to apply Excess Proceeds to reduce the Repurchase Prices of any other outstanding Transactions or return the Excess Proceeds to the Seller to the extent a Margin Excess would result and to pay all reasonable legal or other expenses incurred in connection with or as a result of a Buyer Mini Close-out.

For the avoidance of doubt, it shall be an Event of Default under the Agreement if, with respect to an Early Termination Fee or any amount due and payable or under Paragraph 11 following any Buyer Mini Close-out, such amount is not paid by the defaulting party before the end of the Business Day on which the defaulting party receives notice of such due and payable amount from the non-defaulting party, if the defaulting party receives such notice before the Margin Notice Deadline (or, if any such notice is received after the Margin Notice Deadline, such amount is not paid by the defaulting party before the end of the next Business Day).

9. **LIMITATION ON LIABILITY**

Subject to paragraph 11(g) of the Agreement, no party shall be required to pay or be liable to the other party for any consequential, indirect or punitive damages, opportunity costs or lost profits.

10. **TAXES, FEES AND DUTIES**

Seller agrees to pay to Buyer as soon as practicable following the latter's demand an amount equal to any taxes, fees or duties, including stamp and other documentary tax, incurred by Buyer as a result of its entry into the Agreement or the Transaction, including any amount arising (i) from the transfer of Purchased Securities or (ii) as a result of the introduction of any tax on the entry into, sale and purchase, transfer or exchange of financial instruments but excluding any tax determined by reference to Buyer's corporate income or capital gains.

Unless prohibited by applicable law, Seller and Buyer shall treat the Transaction as described in Section 2.8 of this Annex I (including on any and all filings with any U.S. federal, state, or local taxing authority) and agree not to take any action inconsistent with such treatment.

11. **TAX DOCUMENT DELIVERY OBLIGATIONS**

11.1 Both parties agree to provide upon reasonable demand by such other party, any form, document, certification or information that may be required or reasonably requested in writing in order to allow such other party to make a payment under the Agreement without any deduction or withholding for or on account of any tax, including any tax that may apply under FATCA, or with such deduction or withholding at a reduced rate (so long as the completion, execution or submission of such form, document, certification or information would not materially prejudice the legal or commercial position of the party in receipt of such demand), with any such form, document, certification or information to be accurate and completed in a manner reasonably satisfactory to such other party and to be executed and to be delivered with any reasonably required certification as soon as reasonably practicable.

11.2 Without limiting the generality of the foregoing, both parties agree to provide the other with an executed United States Internal Revenue Service Form W-9, W-8BEN, W-8BEN-E or W-8ECI (or any successor thereto), as applicable, upon execution of the Agreement, and thereafter promptly upon reasonable demand by the other party and promptly upon learning that any such tax form previously provided to the other party has become obsolete or incorrect.

11.3 Notwithstanding anything to the contrary in paragraph 5 of the Agreement, all money or other property payable by one party to the other in respect of any Transaction, including with respect to Digital Assets or other amounts payable as a result of a Hard Fork or an Airdrop, shall be paid free and clear of, and without withholding or deduction for, any taxes or duties of whatsoever nature imposed, levied, collected, withheld or assessed by any authority having the power to tax, unless the withholding or deduction of such tax is required by law. In that event, notwithstanding anything to the contrary in the Agreement, (i) the amount of such withholding or deduction shall be treated as paid to the relevant party in respect of the Transaction, (ii) no additional amounts shall be payable by either party pursuant to the Agreement or the Transaction in respect of taxes or duties required to be deducted or withheld from any payment received, and (iii) the paying Party shall reasonably co-operate in efforts by the receiving Party to recover any amounts so withheld from the related tax authority.

11.4 If (i) either party is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, to make any deduction or withholding on account of taxes or duties; (ii) such party does not so deduct or withhold; and (iii) a liability resulting from such tax or duty is assessed directly against such party, then, except to the extent the other party has satisfied or then satisfies the liability resulting from such tax or duty, the other party will promptly pay to such party the amount of such liability (including any related liability for interest, but including any related liability for penalties only if the other party has failed to comply with its obligations under Clauses 10.1 to 10.2 above).

12. **ASSIGNABILITY**

12.1 Notwithstanding anything to the contrary in Paragraph 15(a) of the Agreement, Party A shall not assign its rights or obligations under this Agreement and in its capacity as Buyer under any Transaction without the prior written consent of Seller; [***]. The foregoing rights of Party A shall be a "**Buyer Assignment**". Notwithstanding the requirement of Clause 2.7 to hold Purchased Securities in custody at [***], any participant the subject of such Elevation to Buyer shall be permitted to transfer the Purchased Securities under any assigned Transaction to be held in custody at such assignee's other digital asset custodian in the manner contemplated by Clause 2.6 and subject in all respects to Clause 2.7 [***] and Clause 2.8.

12.2 In the event of a Buyer Assignment, Servicer may retain or assign to an affiliate all or any of Servicer's obligations to manage, service, administer and collect the payments and perform the other duties and obligations of Servicer set forth in a servicing agreement applicable to the obligations and this Agreement and any Transactions hereunder, and the Servicing Agreement shall remain in full force and effect.

13. **MISCELLANEOUS**

13.1 The Agreement is governed by, and shall be construed and enforced under, the laws of the State of New York without regard to any choice or conflict of laws rules. If a dispute arises out of or relates to the Agreement, or the breach hereof, and if said dispute cannot be settled through negotiation it shall be finally resolved by arbitration administered in the County of New York, State of New York by the American Arbitration Association under its Commercial Arbitration Rules, or such other applicable arbitration body as required by law or regulation, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. If any proceeding is brought for the enforcement of the Agreement, then the successful or prevailing party shall be entitled to recover attorneys' fees and other costs incurred in such proceeding in addition to any other relief to which it may be entitled.

13.2 EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THE AGREEMENT. EACH PARTY CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

13.3 The Agreement (as supplemented by this Annex and the other Annexes thereto) may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Delivery of an executed counterpart of a signature page of the Agreement and this Annex I by PDF shall be effective as delivery of a manually executed counterpart of the Agreement.

13.4 The Parties intend that the Agreement and each Transaction hereunder be a "forward contract" within the meaning of Section 101(25) of the U.S. Bankruptcy Code and that Buyer be a "forward contract merchant" within the meaning of Section 101(26) of the Bankruptcy Code entitled to the protections of, among others, Sections 362(b)(6), 546(e) and 556 of the Bankruptcy Code.

13.5 Independent of Clause 13.4, the Parties intend that the Agreement and each Transaction thereunder is a commodity forward and therefore a "swap agreement" within the meaning of Section 101(53B) of the U.S. Bankruptcy Code and that Buyer is a "swap participant" within the meaning of Section 101(53C) of the U.S. Bankruptcy Code entitled to the protections, of, among others, Sections 362(b)(17), 546(g) and 560 of the U.S. Bankruptcy Code.

Exhibit A to Master Repurchase Agreement

FORM OF CONFIRMATION FOR REPURCHASE TRANSACTION

NYDIG FUNDING LLC AND GEMINI SPACE STATION, LLC

This Confirmation is entered into between the Buyer and Seller listed below on the Purchase Date set forth below.

The purpose of this communication is to confirm the terms and conditions of the structured repurchase transaction described below between **NYDIG Funding LLC** ("***Party A***" or "***Buyer***") and **Gemini Space Station, LLC** ("***Party B***" or "***Seller***") on the Purchase Date specified below. This confirmation constitutes a "Confirmation" as referred to in the Master Repurchase Agreement (including all annexes, schedules and exhibits thereto), published by The Bond Market Association, dated as of July 25, 2025 between Party A and Party B (as may be amended, supplemented or otherwise modified from time to time, collectively, the "***Agreement***"). This Confirmation evidences [ ] discrete and severable transactions (each, a "***Series Transaction"***) for administrative and operational purposes only. Each Series Transaction has an original Purchase Price as set forth below and is individually terminable, and this Confirmation is intended to reflect the aggregation of such Series Transactions for ease of reference only. Any references to "Transaction" under the Agreement shall include each Series Transaction referenced herein, and the rights and remedies of the parties, including with respect to margin maintenance, default, and liquidation, may be exercised in respect of any one or more Series Transactions simultaneously or separately. The Agreement is incorporated by reference into this Confirmation and made a part hereof as if it were fully set forth herein. All capitalized terms used herein but not otherwise defined herein shall (unless otherwise stated) have the meanings specified in the Agreement.

Notwithstanding anything to the contrary in the Agreement, in the event of any conflict between the terms of this Confirmation and the Agreement, this Confirmation shall prevail.

The terms of the Transaction to which this Confirmation relates are as follows:

General Terms:

Buyer:	Party A
Seller:	Party B
Purchase Date:	[ ],20[__]
Repurchase Date:	[___]
Purchased Securities:	Bitcoin (BTC)
Nominal Value of Purchased Securities	[USD]

Series Transaction Purchase Price:	$[__]
Purchase Price:	$[__]
Buyer's Digital Asset Address:	[__]
Seller's Digital Asset Address:	[__]
Buyer's Margin Percentage:	[__]%
Original Margin Percentage:	[__]%
Liquidation Margin Percentage:	[__]%
Seller's Margin Percentage:	[__]%
Pricing Rate:	[__]%
Structuring Fee:	An amount equal to [__]% of the [Aggregate] Purchase Price
Return executed confirmations to:	[See Annex II of the Agreement].

Alternative Settlement Instructions:

	Party A	**Party B**
[Amount]		
[Bank]		
[Routing Number]		
[Account Number]		
[Digital Asset Address]		

Please confirm your agreement to be bound by the terms of the foregoing by executing a copy of this Confirmation and returning it to us at the contact information listed above. This Confirmation may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this letter by e-mail attachment or telecopy shall be an effective mode of delivery.

[Signature Page Follows]

NYDIG FUNDING LLC

By: _____
Name:
Title:

GEMINI SPACE STATION, LLC

By: _____
Name:
Title:

Annex II

Names and Addresses for Communications Between Parties

Party A: NYDIG FUNDING LLC

[***]

Party B: GEMINI SPACE STATION, LLC

[***]

Annex III

Eligible Exchanges

The following are Eligible Exchanges:

1. [***]

2. [***]

Annex IV

Confirmation Blocks

No Digital Asset shall be considered transferred to Buyer or Seller, as the case may be, until such Digital Asset has been confirmed by at least the number of continuous blocks as provided below. If the requisite number of continuous blocks has not been reached by any applicable deadline for transfer of Digital Assets as may be set forth in this Agreement, such Digital Assets shall not be considered transferred to Buyer or Seller, as the case may be, for purposes of this Agreement:

Digital Asset	Number of Continuous Blocks
[***]	[***]

Annex V

Agency Appointment

Seller hereby appoints Buyer to be its agent and authorized person (in such capacity, the "***Agent***") in order to give instructions to [***] on Seller's behalf regarding the account in Seller's name held at [***] (the "***Account***") to: (1) authorize withdrawals of assets from the Account to be sent to Buyer in connection with any margin deficit, (2) approve deposits of assets into the Account from Buyer in connection with a margin excess, and (3) authorize and approve any withdrawals or deposits of cash or other assets from or into the Account in connection with the payment of any Price Differential, fees or other amounts owed to Buyer, including, but not limited to, instances of late payment by Seller of any amounts owed. For the avoidance of doubt, the Agent is authorized to give such instructions regardless of whether Buyer or Seller has given notice pursuant to Paragraph 4(a) or 4(b) of the Agreement. Seller's grant of authorization to the Agent is limited solely to the Account.

By countersigning below, the Agent consents to such appointment, and agrees to use commercially reasonable efforts to give instructions to [***] on Seller's behalf to fulfill Seller's duties under the Agreement to Buyer in respect to movement of Digital Assets.

Seller acknowledges that, as [***] is not a party to the Agreement, [***] is not required to confirm that the Agent is acting consistently with the Agreement or that the Agent's instructions to [***] are consistent with the Agreement.

Seller acknowledges that Buyer is both (a) Seller's counterparty under the Agreement and (b) Seller's agent pursuant to this letter agreement. Seller understands that this dual role may give rise to a potential conflict of interest and, by executing this letter, expressly acknowledges and accepts the risks associated with that structure.

Seller acknowledges that (a) any determination by Buyer as to whether a Liquidation Trigger has occurred shall be calculated by reference to the Market Value of the Purchased Securities and (b) if a Liquidation Trigger occurs at any time, including during a Margin Deficit Cure Period, Buyer shall be entitled to exercise any and all rights and remedies under Paragraph 11 of the Agreement, notwithstanding that a Margin Default has not occurred or that Agent has not yet withdrawn assets from the Account to cure the Margin Deficit before the expiration of such Margin Deficit Cure Period. No such acknowledgment or acceptance by Seller shall absolve Buyer, as Agent, from a failure to perform hereunder.

Buyer, in acting as agent pursuant to this letter agreement, shall do so solely in a ministerial capacity and shall have no liability to Seller or any third party for any action taken or omitted to be taken in good faith under this letter, except in the case of gross negligence, willful misconduct, or fraud. In no event shall Buyer be liable for any indirect, special, incidental, consequential, or punitive damages, including without limitation lost profits, even if advised of the possibility of such damages. Buyer shall have no duty to verify the sufficiency of assets in the Account. This letter agreement is solely for the benefit of the parties hereto and does not confer rights on any third party.

By providing its acknowledgement below, [***] (1) agrees to provide Seller, upon Seller's request, all instructions provided to [***] on Seller's behalf by the Agent and (2) confirms that it will take instructions from the Agent on Seller's behalf as described in this Agency Appointment. Buyer, Seller and [***] (1) acknowledge that Seller can revoke this Agency appointment at any time by providing one (1) Business Day's written notice to [***] and the other party and (2) acknowledge that Buyer can revoke this Agency appointment at any time by providing prior written notice to [***] and the other party.

[Signature Page Follows]

GEMINI SPACE STATION, LLC

By: /s/ Cameron Winklevoss
Title: President
Date: 25 July 2025

NYDIG FUNDING LLC

By: /s/ Pete Janney
Title: Head of Sales and Trading
Date: 7/25/2025

Acknowledged by:
[***]

By: [***]
Name: [***]
Date: [***]

Exhibit B

[***]