

# OSPREY SOLANA TRUST

A Delaware Trust

*Sponsored by*

Osprey Funds, LLC  
1241 Post Road, 2nd Floor  
Fairfield, CT 06824  
Telephone: (914) 214-4697  
www.ospreyfund.io

Primary Standard Industrial Code: 6221

## ANNUAL REPORT

For the period ending December 31, 2023  
(the “Reporting Period”)

Shares Representing Common Shares of Fractional Undivided Beneficial Interest  
No Par Value Per Share Unlimited Shares Authorized

400,630 Shares Issued and Outstanding as of December 31, 2023  
252,964 Shares Issued and Outstanding as of September 30, 2023

**Osprey Funds, LLC (the “Sponsor”), on behalf of Osprey Solana Trust (the “Trust”), is responsible for the content of this annual report for the year ended December 31, 2023 (the “Annual Report”), which has been prepared to fulfill the disclosure requirements of the OTCQB marketplace. The information contained in this Annual Report has not been filed with, or approved by, the U.S. Securities and Exchange Commission (the “SEC”) or any state securities commission. Any representation to the contrary is a criminal offense.**

All references to “the Trust,” “the Sponsor,” “the Issuer,” “Osprey Solana Trust,” “we,” “us” or “our” refers to the Trust or the Sponsor, as the context indicates. The Trust is a passive entity with no operations, and where the context requires, we provide disclosure with respect to the Sponsor, which administers the Trust.

Indicate by check mark whether the company is a shell company (as defined in Rule 405 of the Securities Act of 1933 (“Securities Act”) and Rule 12b-2 of the Securities Exchange Act of 1934).  
Yes  No

Indicate by check mark whether the company’s shell status has changed since the previous reporting period. Yes  No

Indicate by check mark whether a change in control of the company has occurred over this reporting period. Yes  No

This Annual Report reflects financial results through December 31, 2023. It was prepared as of March 19, 2024.

Capitalized terms used herein shall have the meanings ascribed to them in the Amended and Restated Declaration of Trust and Trust Agreement of Osprey Solana Trust, dated as of June 1, 2022, as amended by the Amendment No.1 to Trust Agreement dated December 1, 2022 and Amendment No. 2 dated March 15, 2023 (“Trust Agreement”) or the Confidential Private Placement Memorandum Offering Shares in Osprey Solana Trust (“PPM”), dated as of December 14, 2023.

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## Cautionary Note Regarding Forward-Looking Statements

This Annual Report contains “forward-looking statements” with respect to the Trust’s financial conditions, results of operations, plans, objectives, future performance and business. Statements preceded by, followed by or that include words such as “may,” “might,” “will,” “should,” “expect,” “plan,” “anticipate,” “believe,” “estimate,” “predict,” “potential” or “continue,” the negative of these terms and other similar expressions are intended to identify some of the forward-looking statements. All statements (other than statements of historical fact) included in this Annual Report that address activities, events or developments that will or may occur in the future, including such matters as changes in market prices and conditions, the Trust’s operations, the Sponsor’s plans and references to the Trust’s future success and other similar matters are forward-looking statements. These statements are only predictions. Actual events or results may differ materially from such statements. These statements are based upon certain assumptions and analyses the Sponsor made based on its perception of historical trends, current conditions and expected future developments, as well as other factors appropriate in the circumstances. You should specifically consider the numerous risks outlined under “Risk Factors” in our Annual Report. Whether or not actual results and developments will conform to the Sponsor’s expectations and predictions, however, is subject to a number of risks and uncertainties, including:

- the risk factors discussed in this Annual Report, including the particular risks associated with Solana and new technologies such as blockchain technology;
- the inability to redeem Shares;
- the economic conditions in the Solana industry and market;
- general economic, market and business conditions;
- the use of technology by us and our vendors, including Coinbase Custody Trust Company, LLC, the Trust’s Custodian (“Custodian”), in conducting our business, including disruptions in our computer systems and data centers and our transition to, and quality of, new technology platforms;
- changes in laws or regulations, including those concerning taxes, made by governmental authorities or regulatory bodies;
- the costs and effect of any litigation or regulatory investigations;
- our ability to maintain a positive reputation;
- lack of an organized trading market for the Shares and the risk that any organized trading market that seeks to provide liquidity for the sale of Shares in the future will not provide sufficient liquidity for Shareholders seeking to sell their Shares or otherwise does not operate efficiently; and
- other world economic and political developments.

Consequently, all of the forward-looking statements made in this Annual Report are qualified by these cautionary statements, and there can be no assurance that the actual results or developments the Sponsor anticipates will be realized or, even if substantially realized, that they will result in the

expected consequences to, or have the expected effects on, the Trust's operations or the value of the Shares. Should one or more of the risks discussed under "Risk Factors" in our Annual Report or other uncertainties materialize, or should underlying assumptions prove incorrect, actual outcomes may vary materially from those described in forward-looking statements. Forward-looking statements are made based on the Sponsor's beliefs, estimates and opinions on the date the statements are made and neither the Trust nor the Sponsor is under a duty or undertakes an obligation to update forward-looking statements if these beliefs, estimates and opinions or other circumstances should change, other than as required by applicable laws. Moreover, neither the Trust, the Sponsor, nor any other person assumes responsibility for the accuracy and completeness of any of these forward-looking statements. Investors are therefore cautioned against relying on forward-looking statements.

## **PART A. GENERAL COMPANY INFORMATION**

### **Item 1. The exact name of the issuer and its predecessor (if any).**

The name of the Trust is Osprey Solana Trust.

### **Item 2. The address of the issuer's principal executive offices and principal place of business.**

The address of the Sponsor is:           Osprey Funds, LLC  
  1241 Post Road, 2nd Floor  
  Fairfield, CT 06824

The Sponsor's telephone number is: (914) 214-4697

The Sponsor's website:           The Sponsor maintains a corporate website, [www.ospreyfunds.io](http://www.ospreyfunds.io).

which contains general information about the Trust and the Sponsor. The reference to our website is an interactive textual reference only, and the information contained on our website shall not be deemed incorporated by reference herein.

Investor relations contact:

Osprey Funds, LLC  
1241 Post Road, 2nd Floor  
Fairfield, CT 06824  
Telephone: (914) 214-4697  
Email: [IR@ospreyfunds.io](mailto:IR@ospreyfunds.io)

### **Item 3. The jurisdiction(s) and date of the issuer's incorporation or organization.**

The Trust was formed as a statutory trust in the State of Delaware on June 8, 2021. The Trust is currently active in the State of Delaware.

## **PART B. SHARE STRUCTURE**

### **Item 4. The exact title and class of securities outstanding.**

The only class of securities outstanding is common shares of fractional undivided beneficial interest (“Shares”), which represent ownership in the Trust. The Trust’s trading symbol on the over-the-counter (“OTC”) Market of the OTC Markets Group Inc. is “OSOL” and the CUSIP number for its Shares is 68840V201.

### **Item 5. Par or stated value and description of the security.**

#### **A. Par or Stated Value**

The Shares represent shares of fractional undivided beneficial interest in and ownership of the Trust and have no par value.

#### **B. Common or Preferred Stock**

##### *General.*

The Trust is authorized under the Trust Agreement to create and issue an unlimited number of Shares. The Trust issues Shares only in connection with purchase orders for a minimum of \$10,000. The Shares represent common shares of fractional undivided beneficial interest in and ownership of the Trust and have no par value.

During September 2021, the Trust began a continuous offering of an unlimited number Shares with no par value, pursuant to Rule 506(c) of the Securities Act. All of the shares issued pursuant to this offering are restricted securities, subject to a minimum holding period of twelve months, unless the Trust becomes the SEC reporting entity, in which case the minimum holding period could be reduced to six months.

During October 2021, the Trust commenced an offering of Shares with no par value, up to \$10,000,000, each Share representing a fractional undivided beneficial interest in the Trust. All shares were sold to accredited investors in an offering of up to \$10,000,000 of Shares, dated June 1, 2021, registered in Connecticut and qualified in New York, pursuant to Rule 504 of Regulation D under the Securities Act (“Rule 504 Offering”). The Rule 504 Offering closed on December 23, 2021.

All offers and sales may be made solely to investors that qualify as “accredited investors” as defined in Rule 501 of the Securities Act. Prospective investors will be required to represent and warrant in their subscription documents as to their accredited investor status.

At this time, the Trust is not operating a redemption program for the Shares and therefore the Shares are not redeemable by the Trust.

The issuance of Shares requires payment to the Trust of the amount of U.S. dollars required for the Shares being issued (or, at the sole discretion of the Sponsor, payment of the number of SOL (as defined below) represented by the Shares being issued). The number of Shares to be issued with respect to the amount of cash (or SOL) paid by an investor will depend on (i) when the subscription of such investor is accepted; and (ii) when such investor’s subscription amount is then invested. Such investment is expected to take place within approximately 5 business days or fewer

after the Trust receives the subscription amount, but it could take place at a later time. In all events, it is only when the subscription amount is invested that it will be known, based on the then-applicable NAV per Share, how many Shares to issue to the investor.

*Description of Limited Rights under Shares.*

The Shares do not represent a traditional investment and should not be viewed as similar to “shares” of a corporation operating a business enterprise with management and a board of directors. A Shareholder will not have the statutory rights normally associated with the ownership of shares of a corporation. Each Share is transferable, fully paid and non-assessable. But Shareholders will have no voting rights, and the Trust does not intend to pay regular dividends, although it may pay dividends, at the sole discretion of the Sponsor, such as upon the sale of SOL resulting from a fork in the Solana Blockchain. Moreover, the Shares do not entitle their holders to any conversion, pre-emptive or redemption rights, or any rights to distributions, except as provided below.

*No Voting Rights.*

Under the Trust Agreement, Shareholders will have no voting rights with regard to the management of the Trust.

*Undivided Beneficial Ownership Interest in the Net Assets of the Trust.*

While the assets of the Trust will be comprised predominantly of its holdings of SOL, and the Trust will use the proceeds of subscriptions solely for the purchase of SOL, the assets of the Trust are not allocated among Shareholders and the Shareholders do not have any direct ownership rights in SOL (or any other assets) held by the Trust. Rather, each Shareholder holds an undivided beneficial ownership interest in the assets of the Trust net of any and all expenses incurred by the Trust from time to time. A Shareholder at no time will be able to effect a conversion of the Shareholder’s Shares in exchange for SOL unless and until (i) the Shareholder’s Shares become saleable in the secondary market and the Shareholder is able to find a buyer willing to exchange SOL for the Shares; or (ii) the Trust is able effect redemption requests and chooses to do so by distributing SOL in exchange for the Shares being redeemed.

*Distributions.*

Pursuant to the terms of the Trust Agreement, the Trust may make distributions on its Shares in cash or in Shares, with such frequency as the Sponsor may determine. The Sponsor may also choose, in its sole discretion, to distribute SOL or other assets that may be received by the Trust from time to time (and/or any cash proceeds realized by the Trust from the sale thereof) in connection with events such as forks and airdrops.

In addition, if the Trust is terminated and liquidated, the Sponsor will distribute to the Shareholders any amounts of the cash proceeds of the liquidation of its assets (or SOL) remaining after the satisfaction of all outstanding liabilities of the Trust and the establishment of reserves for applicable taxes, other governmental charges and contingent or future liabilities as the Sponsor will determine. Shareholders of record on the record date fixed by the Transfer Agent for a distribution will be entitled to receive their pro rata portions of any distribution.

*Redemption of Shares.*

Due to regulatory restrictions, the Trust is not currently operating a redemption program, and redemptions of Shares are currently not permitted as the Sponsor intends to offer Shares to new investors. Subject to receipt of regulatory approval from the SEC, if the Sponsor deems such relief necessary or advisable, and is approved by the Sponsor in the Sponsor's sole discretion, the Trust may in the future operate a redemption program. ***Because the Trust does not believe that the SEC would, at this time, entertain an application for the waiver of rules needed in order to operate an ongoing redemption program, the Trust currently has no intention of seeking regulatory approval from the SEC to operate an ongoing redemption program.***

Even if such relief is sought, no assurance can be given as to the timing of such relief or that such relief will be granted. If such relief is granted and the Sponsor approves a redemption program, the Shares will be redeemable only in accordance with the provisions of the Trust Agreement and any applicable conditions imposed by the SEC or its Staff.

#### *Transfer Restrictions.*

The Shares are restricted securities that may not be resold except in transactions exempt from registration under the Securities Act and state securities laws. Any such transaction must be approved by the Sponsor. In determining whether to grant approval, the Sponsor will specifically look at whether the conditions of Rule 144 of the Securities Act and any other applicable laws have been met. Any attempt to sell Shares without the approval of the Sponsor in its sole discretion will be void ab initio. ***A minimum one year holding period will apply to all Shares purchased from the Trust, as set forth under Rule 144.<sup>1</sup>***

***Because of the one-year holding period and the lack of an ongoing redemption program, Shares should be considered an illiquid investment. No assurances are given that after the one year holding period, there will be any market for the resale of Shares, or, if there is such a market, as to the price at which such Shares may be sold into such a market.***

In addition, because the Trust Agreement prohibits the transfer or sale of Shares without the prior written consent of the Sponsor, the Sponsor must provide a written consent that explicitly states that it irrevocably consents to the transfer and resale of the Shares. Once the transfer restriction legends have been removed from a Share and the Sponsor has provided its written consent to the transfer of that Share, no consent of the Sponsor is required for future transfers of that particular Share.

#### *Book-Entry Form.*

Shares of the Trust are held primarily in book-entry form by the Transfer Agent. Transfers will be made in accordance with standard securities industry practice. The Sponsor may cause the Trust to issue Shares in certificated form in limited circumstances in its sole discretion.

#### *Share Splits*

In its discretion, the Sponsor may direct the Transfer Agent to declare a split or reverse split in the number of Shares outstanding and to make a corresponding change in the number of Shares constituting a Basket. For example, if the Sponsor believes that the per Share price in the secondary

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<sup>1</sup> From October 2021 to December 2021, the Trust offered up to \$10,000,000 of unrestricted Shares to residents of Connecticut and New York pursuant to Rule 504 of Regulation D under the Securities Act. The Regulation D holding period does not apply to purchases in the offering under Rule 504.



market for Shares has risen or fallen outside a desirable trading price range, the Sponsor may declare such a split or reverse split.

**Item 6. The number of Shares or total amount of the securities outstanding for each class of securities authorized.**

As of December 31, 2023, there were unlimited Shares authorized, 400,630 Shares issued and outstanding. 149,311 of the Shares are restricted securities that may not be resold absent registration or an exemption from registration under the Securities Act, and 251,319 of the Shares are unrestricted securities. As of December 31, 2023, there were 18 Shareholders owning at least 100 Shares, and 24 Shareholders of record. This includes Cede & Co. as nominee for DTC for the Units traded on OTCQB. Therefore, this number does not include the individual holders who have bought Units on OTCQB or transferred their eligible Units to their brokerage accounts. Because most of the Trust's Units are held by brokers and other institutions on behalf of unitholders, we are unable to estimate the total number of unitholders represented by these record holders.

**Item 7. The name and address of the transfer agent.**

The Trust's transfer agent is Continental Stock Transfer & Trust Company (the "Transfer Agent"). The Transfer Agent's address is 1 State Street, 30<sup>th</sup> Floor, New York, New York 10004, and its telephone number is (212) 509-4000. The Transfer Agent is registered under the Securities Exchange Act of 1934 and is regulated by the SEC.

**PART C. BUSINESS INFORMATION**

**Item 8. The nature of the issuer's business.**

**A. Business Development**

The activities of the Trust are limited to (i) issuing Shares in exchange for cash or SOL transferred to the Trust as consideration in connection with the issuance of the Shares; (ii) purchasing and holding SOL for the for the benefit of the Shareholders; (iii) transferring or selling SOL, as necessary to cover the 2.5% Management Fee, as well as other fees and expenses such as, but not limited to, taxes and governmental charges, expenses and costs, expenses and indemnities related to any extraordinary services performed by the Sponsor (or any other Service Provider, including the Trustee) on behalf of the Trust to protect the Trust or the interests of Shareholders, indemnification expenses, fees, and expenses related to public trading on OTCQB market operated by OTC Markets Group ("OTCQB") or another secondary market ("Extraordinary Expenses"); (iv) permitting the SOL held by the Trust to be bonded by the Custodian to the Solana Network for the purpose of securing staking rewards payable to the Sponsor – see "Staking Rewards"; (v) transferring SOL in exchange for Shares surrendered for redemption (subject to obtaining regulatory approval from the SEC and approval from the Sponsor); (vi) causing the Sponsor to sell SOL on the termination of the Trust; (vii) making distributions of SOL (including virtual currency incidental to airdrops or forks) or cash from the sale thereof; and (viii) engaging in all administrative and security procedures necessary to accomplish such activities in accordance with the provisions of the Trust Agreement and the Custodian Agreement.

The Trust will not be actively managed. The Trust will not engage in any activities designed to obtain a profit from, or to ameliorate losses caused by, changes in the market prices of SOL.

## **Trust Objective**

The investment objective of the Trust is solely for the Shares to realize long-term capital appreciation by tracking the price of SOL tokens, the native token to the Solana Network, as defined below (“SOL”) on each business day, less liabilities and expenses of the Trust. The Shares are designed as a convenient and cost-effective method for investors to gain investment exposure to SOL without making a direct investment in SOL.

*At this time, the Trust is not operating a redemption program for Shares and therefore Shares are not redeemable by the Trust. In addition, the Trust may halt issuances of Shares for extended periods of time.* As a result, the value of the Shares of the Trust may not approximate, and if traded on any secondary market, the Shares may trade at a substantial premium over, or discount to, the value of the SOL held by the Trust, less the Trust’s expenses and other liabilities.

## **Strategy Behind the Shares**

The Shares are intended to offer investors an opportunity to participate in SOL markets through an investment in securities. The logistics of accepting, transferring, and safekeeping of SOL are dealt with by the Sponsor and the Custodian, and the related expenses are built into the price of the Shares. Therefore, Shareholders do not have additional tasks or costs over and above those generally associated with investing in any other privately placed security.

The Shares are intended to provide Accredited Investors with a simple and cost-effective means, with minimal credit risk, of gaining investment benefits similar to those of directly holding SOL.

## **Secondary Market Trading**

While the Trust’s investment objective is for the Shares to reflect the value of the SOL held by the Trust, less the Aggregate Trust Expenses and other liabilities, the Shares may trade in the secondary market on the OTCQB (or on another secondary market in the future) at prices that are lower or higher than the SOL Holdings per Share. The amount of the discount or premium in the trading price relative to the SOL Holdings per Share may be influenced by non-concurrent trading hours and liquidity between OTCQB and larger SOL Exchanges in the SOL Exchange Market. While the Sponsor has obtained approval for listing and trading of the Shares on the OTCQB, there is no guarantee that a liquid secondary market in the Shares will develop or be maintained. Investors should therefore be willing to risk being unable to sell their Shares in a liquid, organized secondary market, potentially leading to a reduction in Share value.

## **Risks of Investing in Shares**

### *Overview – Information about SOL.*

The SOL token (“SOL”) is the native token of the Solana Network. It is a digital asset that is issued by, and transmitted through, the operations of the Solana Network. “The Solana Network” is an online, decentralized, distributed computing platform that operates on a peer-to-peer basis. The Solana Network uses Proof of Stake (“PoS”) and Proof of History (“PoH”) Blockchain technology to ensure the secure transfer and authenticity of each SOL and hosts the public transaction ledger on which all SOL is recorded (the “Solana Blockchain”). The Solana Blockchain is a decentralized digital file, or ledger, that contains all the records of SOL, and is stored in multiple copies globally on the computers of users of the Solana Network.

A cryptocurrency is a virtual or digital asset, often referred to as a token or coin, which can serve as virtual or digital money. Cryptocurrencies are secured by cryptography and use blockchain ledgers to record and validate transactions. As a cryptocurrency, SOL can be used as a form of payment for goods and services with merchants that accept SOL, it can be lent or borrowed, it can be used as collateral for a wide range of financial transactions and it can be used as a medium of exchange to purchase intangible assets such as other blockchain based tokens or crypto-collectibles. SOL can also be bought or sold in exchange for U.S. dollars or other fiat currencies, either through digital asset exchanges or in individual end-user-to-end-user transactions under a barter system. In addition to these uses, SOL has speculative value, and investors can buy and sell SOL or hold it as an investment. SOL is mainly used for the functional mechanisms of the Solana Network, including fees for transactions, governance of the network, and staking for network operations. As of February 22, 2024, SOL was in the top 5 virtual currencies ranked by U.S. dollar market cap. Unlike Bitcoin, there is no maximum amount of SOL that may be outstanding; pursuant to the operating software that underlies the protocol, the total amount of SOL supply will increase over time with approximately 441 million SOL in circulation as of February 22, 2024. SOL is divisible to up to nine decimal places into shares named “Lamports” (1 SOL equals 1,000,000,000 Lamports).

SOL is “stored” on a blockchain and is linked to a unique digital address, or wallet, that is associated with a public key and a private key. The public key is used to generate the address that is available to other users of the Solana Network. The address serves as the location to which SOL can be transferred and from which SOL can be sent. The private key authorizes the transfer or “spending” of SOL from its associated public address. Ownership of SOL is established by recording on the Solana Blockchain the unique address and the amount of SOL held. The wallet thus holds the cryptographic keys associated with SOL, rather than the SOL itself. SOL cannot be transferred by a holder unless that holder provides the private key. See “Description of SOL Transfers.”

The Solana Blockchain is the decentralized, publicly distributed ledger that holds SOL and the mechanism that allows people to exchange SOL. All transactions on the Solana Network are recorded on the Solana Blockchain. Like other blockchains, the Solana Blockchain can be thought of as a collective chain of digital signatures that reflect transaction history. The Solana Blockchain is downloaded and stored, in whole or in part, on the computers of each user of the Solana Network. The Solana Blockchain is public and accessible to all, and includes a record of every SOL, every transaction in SOL in order and every public address on the Solana Network. Every computer on the Solana Network is a “node”, and collectively all of the nodes ensure that each new transaction in SOL adheres to certain rules before the transaction is added to the Solana Blockchain.

Transaction data is permanently recorded on the Solana Blockchain in data files called “blocks,” which reflect transactions that have been recorded and authenticated by Solana Network participants. Each newly recorded block of transactions refers back to and “connects” with the immediately preceding recorded block in the ledger. Each new block records outstanding SOL transactions, and outstanding transactions are settled and validated through such recording. Although there are size limits to each block, the Solana Blockchain is designed to represent a complete, transparent, secure, and unbroken history of all the transactions that have occurred on the Solana Network. The Solana Network and associated software programs can view the Solana Blockchain to determine the exact balance, if any, of SOL associated with any public address listed on the Solana Blockchain.

## **Value of SOL**

The value of SOL, as with most assets, is influenced by several factors, including the supply of and demand for SOL, the distribution of rewards, transaction fees, the number of competing digital assets, how SOL trades, regulations governing its sale and trade, and the protocol itself. See “Risk Factors and Potential Conflicts of Interest—Risks Associated with Investing Directly or Indirectly in SOL—Valuation Risk.” Due to the dynamic of these factors as well as others, the value of SOL is difficult to determine and the price of SOL can fluctuate. Demand for SOL can also be influenced by the applications that are built on the Solana Network. Although it is not possible to predict with certainty the price trajectory of SOL, the investment objective of the Trust is solely long-term capital appreciation by tracking the price of SOL.

The most common means of determining the value of SOL is by reviewing price data on one or more digital asset exchanges where SOL is traded publicly and transparently. The largest digital asset exchanges by trading volume of SOL include Coinbase, Kraken, Binance, Huobi, and KuCoin.

## **Regulation of SOL**

### *Certain Historical Developments.*

In the United States, federal and state approaches to regulation and oversight of digital assets have varied significantly as between states, the Federal government, and among state and Federal agencies. The regulation at both the state and federal levels generally come into focus upon the sale of digital assets that may constitute the sale of a security or when the sale can be considered to have constituted a money transmission under state law, or under Financial Crimes Enforcement Network (“FinCEN”) regulations, as part of a money services business.

Many state legislatures have passed crypto-friendly laws hoping to inspire growth in their local economies with the use of digital assets and the underlying blockchain technology. For example, Wyoming currently exempts digital asset from property taxation and has adopted regulations that allow state-chartered banks to opt-in to providing custody services for digital assets. Other crypto-friendly laws that have passed include exemptions from state securities laws, money transmission statutes and other regulatory requirements. Other states have taken a more cautious approach in order to mitigate the risks associated with digital assets. For example, New York has passed laws generally considered restrictive of digital assets, while several large digital asset service providers, such as Gemini and Fidelity Digital Asset Services, have received New York State trust company charters.

The Federal government has focused its regulation on the administrative agency level (including FinCEN, the Securities and Exchange Commission (“SEC”), the Commodities Futures Trading Commission (“CFTC”), Financial Industry Regulatory Authority (“FINRA”), the Consumer Financial Protection Bureau (“CFPB”), the Department of Justice, the Department of Homeland Security, the Federal Bureau of Investigation, and the Internal Revenue Service (“IRS”). The Federal government’s focus has been, in part, on the extent to which digital assets like SOL can be used to launder the proceeds of illegal activities or fund criminal or terrorist enterprises, and on the safety and soundness of exchanges or other third-party service providers that hold digital assets for users.

In addition, the CFTC has made it clear that despite the fundraising presale that accompanied the creation of Ethereum, Ethereum is a commodity, like Bitcoin. SOL, by analogy, may therefore be deemed a commodity as well, although we cannot be certain. Futures, options, swaps and other derivative contracts that make reference to the price of a “digital asset” may constitute a commodity interest and thus are subjected to regulation by the CFTC under the Commodity Exchange Act (“CEA”). The CFTC has granted licenses for certain designated contract markets to list futures relating to digital assets. With the CFTC’s distinction of Bitcoin and Ethereum as a commodity in October 2019, SOL futures contracts could be launched on a CFTC-regulated platform in the future. On July 8, 2020, the CFTC announced the finalization of its 2020-2024 strategic plan, in which it announced that it would develop a “holistic framework” to promote responsible innovation in digital assets.

The SEC staff takes the position that digital assets can be, and often are, securities. However, the Director of the SEC’s Division of Corporation Finance explicitly stated in June 2018 that he did not believe that Ethereum and Bitcoin are securities, because they are sufficiently decentralized so that purchasers would no longer reasonably expect any person or group to perform essential managerial or entrepreneurial efforts with respect to those digital currencies. The SEC may, by analogy, treat SOL similarly to Ethereum in its analysis of whether SOL is a security, although we cannot be certain as the analysis of whether a digital currency is a security is based upon the facts and circumstances of that particular digital currency. In addition, in December 2019, the SEC approved a closed-end investment company that invests in Bitcoin futures; that fund does not intend to list its shares on any national securities exchange, and its shares were offered to a limited group of eligible investors, including institutional investors. More recently, in July 2020, the SEC approved a closed-end investment company (the Arca U.S. Treasury Fund) that invests in U.S. Treasury securities but distributes its shares as digital securities, known as ArCoins. ArCoins will be recorded on the Ethereum Blockchain; this, according to the Fund’s prospectus, will enable the Fund to control, among other things, the conditions under which ArCoins may be transferred, to whom they may be transferred, and the number of ArCoins that may be transferred. As of the date of this Memorandum, the SEC has not asserted regulatory authority over the Solana Network or SOL trading or ownership.

Additionally, the IRS has classified certain virtual currencies -- which it defined as a digital representation of value that functions as a medium of exchange, a share of account and/or a store of value -- as property that is not currency for U.S. federal income tax purposes. The IRS indicated that virtual currency that has an equivalent value in real currency, or that acts as a substitute for real currency, can be referred to as convertible virtual currency. The IRS stated that convertible virtual currency was not “real” currency because it did not have legal tender status in any jurisdiction. The degree to which such interpretations will become the norm is unknown. The New York State Department of Taxation and Finance, citing the IRS classification, defined convertible virtual currency as “intangible property,” and a number of other states have issued their own guidance regarding the tax treatment of virtual currencies for state income or sales tax purposes.

More recently, on July 22, 2020, the Office of the Comptroller of the Currency (the “OCC”) issued an interpretive letter stating that national banks may provide cryptocurrency custody services to their customers. The permitted services include holding unique cryptographic keys associated with cryptocurrency. The OCC noted that banks have traditionally provided safekeeping and custody services and that there is a growing demand for safe places to store cryptographic keys for

customers and for related custody services. The OCC concluded that, by providing such services, banks would be able to continue to perform the financial intermediation function that they have historically fulfilled in providing payment, loan and deposit services.

#### *Illicit Use and Fraudulent Activity.*

As with any other asset or medium of exchange, SOL can be used to purchase illegal goods, fund unlawful activities, or to launder money. Digital assets have been used for unlawful gambling and for the purchase of illegal goods.

Using SOL provides users with a certain degree of anonymity, insofar as sending and receiving SOL on the Solana Blockchain does not involve the use of personal information, but rather a public address on the Solana Network (i.e., SOL addresses are 48 character hex strings that appear random). Anonymity is limited, however, by the nature of SOL transactions, all of which are recorded indelibly on the Solana Blockchain, and by the fact that digital asset exchanges conduct anti-money laundering and “know your client” verifications on their customers due in part to such anonymity. However, the Trust is unable to track the prior movement of SOL that it may purchase or trade to check for prior illicit activity. In the event of such prior illicit activity, the Trust’s SOL may be subject to “clawback” by courts or regulators, which would reduce the value of Shares.

During the past several years, a number of digital asset businesses have been associated with or have been victims of theft and fraudulent schemes. For example, in 2014, the largest digital asset exchange at the time, Mt. Gox, filed for bankruptcy in Japan amid reports the exchange lost up to 850,000 Bitcoin, valued then at over \$450 million, as well as \$28 million in cash from the exchange’s bank accounts. Similarly, it has been reported that digital asset exchange Coincheck lost approximately \$500 million to hackers in 2018 and that digital asset exchange Binance lost approximately \$40 million to hackers in 2019.

In addition, Ponzi schemes have been created on the Ethereum Network, as well other digital asset ecosystems like the Bitcoin network. In particular, smart contract platforms like the Ethereum Network have proven to be useful to conduct such schemes, by positioning a party with malicious intent as a trustworthy counterparty as advertised by the Ethereum Network. In a recent study, 184 Ponzi schemes were found to be active on the Ethereum Network, and similar schemes could be created on the Solana Network.

Numerous additional fraudulent and other illicit activities regarding digital assets are reported regularly by major media, both in the United States and abroad. Such illicit activity makes investment in SOL potentially riskier than investment in other, more established, vehicles.

#### **Historical Price of SOL**

The price of SOL is volatile and fluctuations are expected to have a direct impact on the value of the Shares. However, movements in the price of SOL in the past are not a reliable indicator of future movements. Movements may be influenced by various factors, including supply and demand, geo-political uncertainties, economic concerns such as inflation, and real or speculative investor interest.

#### **Competition**

SOL is not the only available digital asset. Other digital currencies that have been developed prior to or since the inception of SOL, include, but are not limited to, Bitcoin, Ethereum, XRP, Litecoin, Dot, Cardano, Algorand, Monero, Binance, and Zcash. Although a competitive digital asset could displace the market share SOL currently occupies, or a competitive blockchain could take market share from the Solana Blockchain, it would face significant headwinds due to the network effect and financial and intellectual investments currently enjoyed by SOL and the Solana Network as one of the market leaders. As of February 2024, SOL's market capitalization was estimated to be approximately \$48 billion.

The above description of SOL and the Solana Network, its regulation and trading, and other relevant aspects is not meant to be full and complete. The Sponsor recommends that each investor do their own research and consult with their own advisors to understand SOL and how it and other cryptocurrencies operate and the risks involved in investing in SOL and other cryptocurrencies.

## **RISK FACTORS AND POTENTIAL CONFLICTS OF INTEREST**

An investment in the Trust involves the risk of losing money. Consider the risks below as well as the rest of the information in this Memorandum before making an investment decision.

### **Risks Associated with Investing Directly or Indirectly in SOL**

SOL, like other digital assets, is a relatively new and nontraditional asset. Digital assets, represented on a decentralized public transaction ledger that is maintained by an open source protocol, are substantively different from traditional assets and investments. Digital assets were only introduced within the past decade, and SOL was first released in 2018, which limits a potential Shareholder's ability to evaluate the performance of SOL.

Development of the Solana Network began with the creation of the Solana Labs, Inc. ("Solana Labs") in 2017 and the Solana Foundation in 2020. Solana Labs is focused on enabling enterprise application adoption on the Solana Blockchain. The Solana Foundation is a Swiss-based non-profit organization that focuses on education, development, and research in the field of decentralized technologies as well as supporting the continued development of the Solana Protocol as the sole owner of the Solana Protocol's intellectual property. The Solana Network launched with a testnet in June of 2018 and a beta mainnet in March of 2020.

Concurrent with the 2018 launch of the Solana Network testnet, 500 million SOL were minted and held by a wallet controlled by Solana Labs. Solana Labs implemented an initial plan of distribution of total token supply as follows:

- Seed Sales – 16.23% This sale was conducted on April 5, 2018 at a rate of \$0.040 per SOL (payable in US\$, ETH, or BTC) and raised \$3.17 million for the operations of Solana Labs. These tokens were locked in a smart contract on the Solana Network until January 7, 2021 at which point all tokens were unlocked.
- Founding Sale – 12.92% This sale was conducted on June 3, 2018 at a rate of \$0.200 per SOL (payable in US\$, ETH, or BTC) and raised \$12.63 million for the operations of Solana Labs. These tokens were locked in a smart contract on the Solana Network until January 7, 2021 at which point all tokens were unlocked.

- Validator Sale – 5.18% This sale was conducted on July 9, 2019 at a rate of \$0.225 per SOL (payable in US\$, ETH, or BTC) and raised \$5.70 million for the operations of Solana Labs. These tokens were locked in a smart contract on the Solana Network until January 7, 2021 at which point all tokens were unlocked.
- Strategic Sale – 1.88% This was conducted on February 18, 2020 at a rate of \$0.250 per SOL (payable in US\$, ETH, or BTC) and raised \$2.29 million for the operations of Solana Labs. These tokens were locked in a smart contract on the Solana Network until January 7, 2021 at which point all tokens were unlocked.
- CoinList Auction Sale – 1.64% This sale was conducted on March 24, 2020 at a rate of \$0.220 per SOL (payable in US\$) and raised \$1.76 million for the operations of Solana Labs. These SOL tokens were unlocked upon delivery to purchasers and were intended to be the majority of the initial circulating supply of SOL for exchange.
- To the Founding Team – 12.79% These tokens were locked in a smart contract on the Solana Network until January 7, 2021 at which point half were unlocked. The remaining half of the Founder’s tokens will be unlocked on a monthly basis in equal sized increments until February 7, 2023 at which point all Founder Tokens will be in free to circulate.
- To the Solana Foundation – 10.46% These tokens were locked in a smart contract on the Solana Network until January 7<sup>th</sup>, 2021 at which point all tokens were unlocked.
- For the Community – 38.89% These SOL tokens are currently held by a wallet controlled by the Solana Foundation and were unlocked upon initial distribution. This token pool and the Solana Foundation token pool are used to pay early validator rewards before inflation is enabled, bounties related to finding software errors, incentive programs, marketing, grants and initial funding for projects to enhance and develop the Solana ecosystem.

In May of 2020, the Solana Foundation decided to reduce the circulating supply of SOL by removing from the market and permanently destroying 11,365,067 SOLs (known as “burning”). These SOLs represented an undisclosed loan from the Solana Foundation to a cryptocurrency market making firm intended to provide liquidity to the exchange traded markets for SOL upon initial circulation of SOL tokens. To avoid future confusion about the nature and use of these outstanding SOL, the Solana Foundation decided to recall the SOL on loan and subsequently burnt them. The Solana Foundation’s balance of SOL and correspondingly the overall SOL in existence was reduced by 11,365,067 SOLs.

In June of 2021, Solana Labs engaged in a privately negotiated sale of a, to date, undisclosed number of SOL tokens to offshore investors at an undisclosed rate of USD per SOL raising \$314 million for the operations of Solana Labs, specifically: to launch an incubation studio to accelerate the development of decentralized applications and platforms building on the Solana Network, to start a venture investment fund to finance startups building on the Solana Network, and to build a SOL trading desk dedicated to the Solana ecosystem.



Because of the complex nature of SOL itself coupled with an investment with exposure to the performance thereof, an investor in the Trust may face numerous material risks that may not be present in other investments. These risks include:

*Digital Asset Exchange Risk.*

The digital asset exchanges on which SOL trades are new, developing in complexity and structure and, in many cases, unregulated. Digital asset exchanges are coming under more intense scrutiny from regulators around the world. Furthermore, many exchanges (including several of the most prominent U.S. dollar-denominated exchanges) do not provide the public with significant information regarding their ownership structure, management teams, corporate practices or regulatory compliance. As a result, the marketplace may lose confidence in or may experience problems relating to digital asset exchanges, including prominent exchanges which handle a significant portion of the volume of SOL trading. Digital asset exchanges may impose daily, weekly, monthly or customer-specific transaction or distribution limits, or the exchanges may suspend withdrawals entirely, rendering the exchange of virtual currency for fiat currency difficult or impossible.

Digital asset exchanges generally operate outside of the United States. An investor may have difficulty in successfully pursuing claims in the courts of such countries or enforcing in the courts of such countries a judgment obtained in another country. In general, certain less developed countries lack fully developed legal systems and bodies of commercial law and practices normally found in countries with more developed market economies. Currently, there are no specific regulatory protections in place that would protect an investor in SOL from financial losses if a digital asset exchange were to fail or go out of business. Participation in digital asset exchanges requires users to assume risks by transferring traditional currencies from a traditional banking institution or SOL from a personal digital wallet account to a third party's account. However, in July 2020, the OCC announced that national banks may provide cryptocurrency custody services to their customers. See "Information About the Solana Network and SOL—Regulation of SOL—Certain Historical Developments." As a result, it is possible that, in the future, investors will use banks to hold their cryptocurrency wallets.

A number of digital asset exchanges have been closed due to fraud, business failure or cybersecurity breaches. In many of these instances, the customers of such digital asset exchanges were not compensated or made whole for the partial or complete loss of their account balances in such exchanges. While smaller exchanges are less likely to have the infrastructure and capitalization that make larger digital asset exchanges more stable, larger exchanges are more likely to be appealing targets for hackers and "malware" (i.e., software used or programmed by attackers to disrupt computer operation, gather sensitive information or gain access to private computer systems).

In 2014, the largest digital asset exchange at the time, Mt. Gox, filed for bankruptcy in Japan amid reports the exchange lost over \$450 million in Bitcoin, as well as \$28 million in cash from the exchange's bank accounts. In August 2016, Bitfinex, a digital asset exchange located in Hong Kong, reported a security breach that resulted in the theft of approximately 120,000 Bitcoin valued at the time at approximately \$72 million, a loss which was allocated to all Bitfinex account holders (rather than just specified holders whose wallets were affected directly), regardless of whether the account holder held Bitcoin or cash in their account. Similarly, it has been reported that digital

asset exchange Coincheck lost approximately \$500 million to hackers in 2018. In 2020, a small South Korean peer-to-peer digital asset exchange, Good Cycle, was hacked for an amount of Ethereum valued at \$5 million. Upbit suffered a significant hack in November 2019, totaling 342,000 Ethereum, valued at approximately \$50 million at the time.

A lack of stability in the digital asset exchange market and the closure or temporary shutdown of exchanges due to fraud, business failure, hackers or malware, or government-mandated regulation may reduce confidence in the Solana Network and result in greater volatility in the price of SOL. These potential consequences of a digital asset exchange's failure could adversely affect the price of SOL, which would be likely to affect the value of the Trust's investments.

#### *Competition Risk.*

Many parties are developing a variety of digital assets. For example, the People's Bank of China, the central bank of Sweden, the Bank of England, and the U.S. Federal Reserve are all in various stages of investigating and developing forms of central bank digital currencies. Private parties such as Facebook are also exploring the issuance of digital assets. It is possible that another digital asset could become materially popular due to either a perceived or exposed shortcoming of the Solana Network protocol that is not immediately addressed by the Solana contributor community or a perceived advantage of an "altcoin" that includes features not incorporated into SOL. However, SOL has gained substantial market share, which may be in part due to perceived institutional backing or potentially advantageous features not incorporated into Bitcoin or Ethereum. Nevertheless, if another digital asset were to obtain significant market share (either in market capitalization, mining power or use as a payment technology), this could reduce SOL's market share and have an impact on the demand for, and price of, SOL and thereby adversely affect the value of the Trust's investments.

#### *Intellectual Property Risk.*

Third parties may assert intellectual property claims relating to the holding and transfer of digital assets and their source code. Regardless of the merit of any intellectual property or other legal action, any threatened action that reduces confidence in the Solana Network's long-term viability or the ability of end-users to hold and transfer SOL may adversely affect an investment in the Shares. Additionally, a successful intellectual property claim could prevent market participants from accessing the Solana Network or holding or transferring their SOL, which could adversely impact the price of SOL and the value of the Trust's investments.

#### *Internet and Cybersecurity Risk.*

The Solana Network's functionality relies on the Internet. A significant disruption of Internet connectivity affecting large numbers of users or geographic areas could impede the functionality of the Solana Network during the period of that disruption and could adversely affect user confidence in SOL and the Solana Network, which could adversely affect the Trust. In addition, certain features of the Solana Network, such as decentralization, open source protocol and reliance on peer-to-peer connectivity, may increase the risk of fraud or cyber-attack by potentially reducing the likelihood of a coordinated response in defense or prevention of such attack by network participants. Any incidents of fraud or a cyberattack on the Solana Network could reduce

confidence in the Solana Network and SOL and adversely affect the value of the Trust's investments.

*New Asset and Limited Trading History Risk.*

SOL, which is a new technological innovation with a limited history, is a new and highly speculative asset. There is no assurance that usage of SOL will continue to grow. A contraction in the use of SOL may result in increased volatility or a reduction in the price of SOL, which could adversely impact the value of the Trust. SOL was first created in 2017; SOL and its trading history thus have existed for a relatively short time, which limits a potential Shareholder's ability to fully evaluate an investment in the Trust. Moreover, derivatives of SOL have only recently been introduced to the U.S. marketplace. This limited history creates risks for investment in the Shares. While the price of SOL fell more than 80% from its highest level in 2022, SOL has appreciated in price by more than 900% in 2023.

*Regulatory Risk.*

The laws and regulations applicable to digital assets like SOL are evolving in the United States and foreign jurisdictions. In the United States, bills have been introduced in the U.S. Congress that could affect SOL, the Solana Network, other digital assets, other blockchains, and other providers of digital asset services. None of these bills have been enacted into law, and it is unclear whether or when any law pertaining to digital assets might be enacted, as well as what provisions any such law might contain. As a result, it is impossible to predict the effect that any such law might have on the Solana Network, the market for SOL, or the Trust.

In the absence of federal legislation, the individual states as well as various federal agencies have taken varying approaches to regulation and oversight of digital assets. On July 25, 2017, the SEC issued a Report of Investigation (the "Report") which concluded that digital assets or tokens issued for the purpose of raising funds may be securities within the meaning of the federal securities laws. The Report emphasized that whether a digital asset is a security is based on the particular facts and circumstances, including the economic realities of the transactions. The SEC Staff takes the view that digital assets can be, and most often are, securities, although the Staff has said that Bitcoin and Ethereum are sufficiently decentralized so that they may not be securities. Moreover, the SEC Chair has indicated that staking Ethereum may result in the "staked" Ethereum being a security (which, by inference could cause staked SOL to be deemed a security). Moreover, Payward Ventures, Inc., d/b/a Kraken, ("Kraken") recently settled an SEC enforcement action in which the SEC asserted that Kraken's staking program resulted in the issuance of unregistered securities, which may have included SOL (the specific tokens were not identified in the settlement). This Staff view (and SEC Chair view), however, is not binding on the SEC, the Trust's staking provider is not Kraken, and settled actions are not legally binding on third parties not party to the settlement. As of the date of this Memorandum, the SEC has not asserted regulatory authority over the Solana Network or SOL trading or ownership. The CFTC, meanwhile, has taken the position that, depending on the circumstances, certain transactions in digital assets may fall within the scope of the Commodity Exchange Act. The Trust is not registered as a commodity pool for purposes of the CEA, and the Sponsor is not registered as a commodity pool operator, a commodity trading advisor, or otherwise. The Trust and the Sponsor will continue to monitor and evaluate whether any such registrations may be or may become required.

At the state level, some states like New York have passed laws and adopted regulations that are generally considered to be restrictive with respect to digital assets, while other states such as Wyoming have passed laws and adopted regulations that are generally considered to be more permissive with respect to digital assets. It is impossible to predict with certainty how the evolution of state laws with respect to digital assets may affect the Solana Network and SOL in the future.

If SOL (either itself, or as staked) were determined to be a security under the federal or state securities laws by the SEC or any other agency, or in a proceeding in a court of law, such a determination could have an adverse impact on SOL. For example, it might become more difficult for SOL to be traded, compared to other digital assets that are not considered to be securities, which could negatively affect the liquidity and general acceptance of SOL and cause users to migrate to other digital assets. Even if a different digital asset were deemed to be a security, there could be negative publicity or a decline in the general acceptance of digital assets that could have a negative impact on SOL or the Solana Network. As a result, any determination by a regulatory agency or a court deeming any digital asset, particularly SOL, to be a security for purposes of federal or state securities laws could have an adverse effect on the Trust and on Shares. In addition, to the extent that future regulatory actions or policies limit or enhance the ability to exchange SOL or utilize them for payments, the demand for SOL may be reduced or increased. Furthermore, regulatory actions may limit the ability of end-users to convert SOL into fiat currency (e.g., U.S. dollars) or use SOL to pay for goods and services.

To the extent that SOL (itself, or as staked) were deemed to fall within the definition of a security under U.S. federal securities laws, the Trust and the Sponsor may be subject to additional requirements under the Investment Company Act and the Sponsor may be required to register as an investment adviser under the Investment Advisers Act. Such additional registration may result in extraordinary, recurring and/or non-recurring expenses of the Trust, thereby materially and adversely impacting the Shares. If the Sponsor determines not to comply with such additional regulatory and registration requirements, the Sponsor will terminate the Trust. Any such termination could result in the liquidation of the Trust's SOL at a time that is disadvantageous to Shareholders.

Regulation of the digital asset industry as a whole continues to evolve and is subject to change. The effect of any future legal or regulatory developments on SOL or on the digital asset industry is impossible to predict, but such change could be substantial and adverse to the value of the Trust's investments or to the Trust's operations. Current and future legislation, CFTC and SEC rulemaking, and other regulatory developments may affect how SOL is classified (e.g., as a security, property, commodity, currency, etc.) and regulated. The impact that any such potential actions might have on the Solana Network or SOL cannot be predicted at this time.

Because factors affecting the value of SOL transcend borders, the approach taken internationally relating to the regulation of SOL may also have an adverse effect on its value and thus on the value of an investment in the Trust, and SOL currently faces an uncertain regulatory landscape in many foreign jurisdictions. Since December 2013, regulators in jurisdictions including the United States, the United Kingdom, South Korea, and Switzerland have provided greater regulatory clarity, while Chinese, Indian, Icelandic, and Vietnamese government officials have taken steps to limit the participation of their respective financial services sectors from directly interacting with the ecosystems of some digital assets, creating additional regulatory uncertainty in those countries. Various foreign jurisdictions may, in the near future, adopt laws, regulations or directives that

affect the Solana Network, SOL, the digital asset exchange market and their users, particularly digital asset exchanges and service providers that fall within such jurisdictions' regulatory scope. Such laws, regulations or directives may conflict with those of the United States and may negatively impact the acceptance of SOL by users, merchants, and service providers outside of the United States and may therefore impede the growth or sustainability of the SOL economy globally, or otherwise negatively affect the value of SOL. Foreign regulators and legislatures have also taken action against digital asset businesses or enacted restrictive regimes in response to adverse publicity arising from cybersecurity risks, potential consumer harm, or digital assets used in connection with criminal activity. The value of SOL could be impacted by such actions or by any resulting adverse publicity. The regulatory uncertainty surrounding the treatment of SOL by foreign jurisdictions creates risks for the Trust.

Current IRS guidance indicates that digital assets such as SOL should be treated and taxed as property, and that transactions involving the payment of SOL for goods and services should be treated as barter transactions. This treatment may create a potential tax reporting requirement in any circumstance where the ownership of SOL passes from one person to another, usually by means of SOL transactions. However, the tax treatment of digital currencies could change as a result of new laws or differing regulatory interpretations. Because of the evolving nature of digital currencies, it is not possible to predict potential future regulatory developments that may arise with respect to digital currencies, including forks, airdrops, staking, and other similar events. Foreign jurisdictions may also elect to treat digital assets such as SOL differently for tax purposes. To the extent a foreign jurisdiction with a significant share of the market of SOL users imposes onerous tax burdens on SOL users, or imposes sales or value added tax on purchases and sales of SOL for fiat currency, such actions could result in decreased demand for SOL in such jurisdiction, which could impact the price of SOL and negatively impact the value of the Trust's investments. Accounting standards may also change, creating an obligation to accrue for a tax liability that was not previously required to be accrued for or in situations where it is not expected that will directly or indirectly be ultimately subject to such tax liability. These potential tax and accounting changes have the potential to increase or decrease interest in SOL, which could impact the price of SOL and the value of the Trust's investments.

The regulation of SOL, digital assets, and related products and services continues to evolve. The inconsistent and sometimes conflicting regulatory landscape may make it more difficult for digital asset businesses to provide services, which may impede the growth of the SOL economy and have an adverse effect on consumer adoption of SOL. There is a possibility of future regulatory change altering, perhaps to a material extent, the nature of an investment in the Shares or the ability of the Trust to continue to operate. Additionally, to the extent that SOL itself is determined to be a security, commodity, or other regulated asset, or to the extent that a United States or foreign government or quasi-governmental agency exerts regulatory authority over the Solana Network, SOL trading or ownership in SOL, such determination may have an adverse effect on the value of your investment in the Trust. In sum, SOL regulation takes many different forms and will, therefore, impact SOL and its usage in a variety of manners. It is impossible to predict how future legal and regulatory changes, or the threat of such changes, may impact the Trust, the Sponsor, and Shareholders.

*Structural Risk.*

If a significant proportion of the users on the Solana Network declined to install software upgrade(s), the Solana Network could “fork.” If this were to occur, two separate Solana Networks could result, one running the pre-modification software program and the other running the modified version (i.e., a second “Solana” network). Forks may also occur as a network community’s response to a significant security breach.

In the event of a permanent fork into two separate and incompatible Solana Networks, the price movements of different versions of SOL on different Solana Networks could deviate. If such a permanent fork were to happen, the Sponsor would evaluate the characteristics of each Solana Network to determine in its sole discretion which Solana Network it believed would provide exposure that best comports with the Trust’s investment objective. If the Sponsor determines to provide exposure to the price movements of SOL from a selected Solana Network, and if the interest in such selected Solana Network diminishes or increases relative to the Solana Network that was not selected, this could adversely affect the value of the Trust’s investments.

The nature of the Solana Network’s protocols and open source software makes the protocols vulnerable to exploitation. If the governance mechanism responsible for maintaining the protocol is unable to address potential flaws in a timely manner, a malicious actor who detects flaws in the protocol could damage the Solana Network and adversely affect the market for SOL. Any malicious damage to the protocol of the Solana Network could also have an adverse impact on the operations of the Trust and on the value of the Shares.

#### *Supply Risk.*

Although it is possible to view the amount of SOL owned by any public address, there is no registry showing which individuals or entities own SOL or the quantity of SOL owned by any particular person or entity. It is possible that a small group of early SOL adopters hold a significant proportion of the SOL that has thus far been created. There are no regulations in place that would prevent a large holder of SOL from selling their SOL, which could depress the price of SOL.

Currently, a significant portion of SOL demand is generated by speculators and investors seeking to profit from the short- or long-term holding of SOL. A lack of expansion by SOL as a means for other use cases, or a contraction of such use, may result in increased volatility, which could adversely affect an investment in the Trust.

#### *Usage Risk.*

The growth of the digital asset industry in general, and the Solana Network in particular, is subject to a high degree of uncertainty. The factors affecting the further development of the Solana Network include:

- worldwide growth in the adoption and use of SOL, which may be impacted by, among other things, negative publicity, perceived illicit uses of digital assets, security risks for individual holders of digital assets and software or hardware malfunctions affecting SOL users;
- government and quasi-government regulation of SOL and its use, or restrictions on or regulation of access to and operation of the Solana Network;
- changes in consumer demographics and public tastes and preferences;

- the availability and popularity of other forms or methods of buying and selling goods and services, including new means of using fiat currencies or the development of central bank digital currencies;
- and general economic conditions and the regulatory environment relating to digital assets.

There is no assurance that the Solana Network, or the ecosystem of developers, stakers, and users necessary to accommodate it, will continue in existence or grow. Furthermore, there is no assurance that the availability of and access to Solana Network service providers will not be negatively affected by government regulation or supply and demand of SOL. A decline in the popularity or acceptance of the Solana Network may impair the price of SOL while an increased acceptance of the Solana Network may benefit the price of SOL, either of which could have an impact on the value of the Trust's investments.

### *Valuation Risk.*

Market fluctuations in the price of SOL could affect an investment in the value of the Trust. The market price of SOL may be highly volatile, and subject to a number of factors, including:

- An increase or decrease in SOL supply in circulation, due to SOL token distribution or inflation mechanism.
- SOL demand, which is influenced by Solana Network adoption, the growth of retail merchants' and commercial businesses' acceptance of SOL as a means of payment for goods and services, the security of online SOL exchanges and public and private keys associated with SOL, the perception that the use and holding of SOL is safe and secure, and the lack of regulatory restrictions on their use;
- Investor attitudes and regulatory actions with respect to digital assets generally;
- Investors' expectations with respect to the rate of distribution and inflation;
- Interest rates;
- Currency exchange rates, including the rates at which SOL may be exchanged for fiat currencies;
- Fiat currency withdrawal and deposit policies with respect to the digital asset exchange market;
- Interruptions in service from or failures of the digital asset exchange market;
- Investment and trading activities of large investors, including private and registered funds, that may directly or indirectly invest in SOL;
- Monetary policies of governments, trade restrictions, currency devaluations and revaluations;
- Efforts by governments to develop their own digital currencies;
- Regulatory measures, if any, that restrict the use of SOL or the purchase of SOL on the digital asset exchange market;
- The maintenance and development of the open source software protocol of the Solana Network;
- Global or regional political, economic or financial events and situations; and
- Expectations among SOL market participants that the value of SOL will soon change.
- Events involving limited liquidity, defaults, non-performance or other adverse developments that impact financial institutions, counterparties or other companies in the financial services industry or the financial services industry generally, or concerns about any events of these kinds or other similar risks, such as the recent events involving the

Federal Deposit Insurance Corporation's (FDIC) decision to place Silicon Valley Bank and Signature Bank into receivership;

In addition, investors should be aware that there is no assurance that SOL will maintain its long-term value. The failure of businesses to adopt SOL as a form of payment, especially if other digital assets are adopted, could have a negative impact on SOL's market value and on the value of the Shares.

## **Market Related Risks**

### *The Trust Is Subject to Market Risk.*

Market risk refers to the risk that the market price of SOL held by the Trust will rise or fall, sometimes rapidly or unpredictably. An investment in the Trust's Shares is subject to market risk, including the possible loss of the entire principal of the investment.

### *NAV May Not Always Correspond to the Market Price of SOL and, as a Result, Shares May Be Purchased (or Redeemed, if Ever Permitted) at a Value that Differs From the Market Price of the Shares.*

The NAV of the Trust will change as fluctuations occur in the market price of the Trust's SOL holdings. If, and when, Shareholders are able to trade their Shares on a secondary trading market, Shareholders should be aware that the market trading price of a Share may be different from the NAV per Share (i.e., Shares may trade at a premium over, or a discount to, the NAV), and similarly the market trading price per Share may be different from the NAV per Share, for a number of reasons, including price volatility, trading volume, and any closings of digital asset trading platforms due to fraud, failure, security breaches, or otherwise. Consequently, an investor may be able to purchase Shares at a discount or a premium to the market trading price per Share (if, and when, Shares trade on a secondary trading market). This price difference may be due, in large part, but not exclusively, to the fact that supply and demand forces at work in the secondary trading market for Shares are related, but not identical, to the supply and demand forces influencing the market price of SOL. Shareholders also should note that the size of the Trust in terms of total SOL held may change substantially over time and as Shares are issued and redeemed (if ever permitted).

### *Suspension or Disruptions of Market Trading May Adversely Affect the Value of Shares.*

The Shares are eligible for quotation on the OTCQB. Nevertheless, quotation may be halted due to market conditions, or as may be required by OTCQB rules and procedures in effect now or in the future. There can be no assurance that the requirements necessary to maintain the quotation of the Shares on the OTCQB will continue to be met. This could adversely affect the value of the Shares.

### *The Lack of Active Trading Markets For the Shares May Result in Losses on an Investment in the Trust at the Time of Disposition of Shares.*

There can be no guarantee that an active trading market for the Shares will develop or will be maintained. Even if an active trading market does develop, it may not provide significant liquidity, and the Shares may not trade at prices advantageous to Shareholders. If a Shareholder wishes to



sell Shares at a time when no active market for such Shares exists, the price received for the Shares (assuming that the Shareholder is able to sell them) likely will be lower than the price a Shareholder would receive if an active market did exist and, accordingly, the Shareholder may suffer significant losses if they choose to sell at such a time.

*The Trust's Acquisition and Sale of SOL May Impact the Supply and Demand of SOL, Which May Have a Negative Impact on the Price of the Shares.*

If the number of SOL acquired by the Trust is large enough relative to global SOL supply and demand, further issuances and redemptions (if any) of Shares could have an impact on the supply of and demand for SOL in a manner unrelated to other factors affecting the global market for SOL. Such an impact could affect the SOL Price, which would directly affect the price at which Shares are quoted on the OTCQB or the price of future Shares issued or redeemed (if permitted) by the Trust.

*A Possible "Short Squeeze" Due to a Sudden Increase in Demand for the Shares that Largely Exceeds Supply May Lead to Price Volatility in the Shares.*

SOL price speculation may involve long and short exposures. To the extent that aggregate short exposure exceeds the number of Shares available for purchase (for example, in the event that large redemption requests by Shareholders dramatically affect Share liquidity), Shareholders with short exposure may have to pay a premium to repurchase Shares for delivery to Shareholders. Those repurchases may, in turn, dramatically increase the price of the Shares until additional Shares are issued. This is often referred to as a "short squeeze." A short squeeze could lead to volatile price movements in the Shares that are not directly correlated to the price of SOL, which could have an adverse effect on holders of Shares.

*The Trust's Buying and Selling Activity Associated with the Issuance and Redemption (if any) of Shares May Adversely Affect an Investment in the Shares.*

The Trust's purchase of SOL in connection with Share issuance orders may cause the price of SOL to increase, which will result in higher prices for the Shares. Increases in the SOL prices may also occur as a result of SOL purchases by other market participants who attempt to benefit from an increase in the market price of SOL when Shares are issued. The market price of SOL may therefore decline immediately after Shares are issued. Selling activity associated with sales of SOL from the Trust in connection with redemption orders may decrease the SOL prices, which will result in lower prices for the Shares. Decreases in SOL prices may also occur as a result of selling activity by other market participants. In addition to the effect that purchases and sales of SOL by the Trust may have on the price of SOL, other exchange-traded products with similar investment objectives could represent a substantial portion of demand for SOL at any given time and the sales and purchases by such investment vehicles may impact the price of SOL. If the price of SOL declines, the trading price of the Shares will generally also decline.

*Difficulties or Limitations in the Processes of Issuance and Redemption (if any) of Shares May Interfere with Opportunities for Arbitrage Transactions Intended to Keep the Price of the Shares Closely Linked to the Price of SOL, Which May Adversely Affect an Investment in the Shares.*

If the processes of issuance and redemption of the Shares encounter any unanticipated difficulties, potential market participants who would otherwise be willing to purchase or redeem Shares to take advantage of any arbitrage opportunity arising from discrepancies between the price of the Shares and the price of the underlying SOL may not take the risk that, as a result of those difficulties, they may not be able to realize the profit they expect. If this is the case, the liquidity of Shares may decline and the price of the Shares may fluctuate independently of the price of SOL and may fall. In addition, the Sponsor may postpone, suspend or reject purchase or redemption orders, as applicable, for a variety of permitted reasons under certain circumstances. To the extent such orders are postponed, suspended or rejected, the arbitrage mechanism resulting from the process through which investors purchase and redeem Shares directly with the Trust may fail to closely link the price of the Shares to the value of the underlying SOL, as measured using the SOL Market Price. If this is the case, the liquidity of the Shares may decline and the price of the Shares may fluctuate independently of the SOL price and may fall.

### **Risks Related to the Over-the-Counter (“OTC”) Market and Digital Asset Exchanges**

#### *Fraud and Manipulation in the Markets for SOL May Affect the Value of the Shares.*

The price of SOL may be influenced by fraud and manipulation for a number of reasons, including but not limited to the following: most SOL spot markets are not regulated or supervised by a government agency; platforms may lack critical system safeguards, including adequate cybersecurity and privacy protections for their users; volatile market price swings or flash crashes; cyber risks, such as hacking customer wallets; and/or platforms selling from their own accounts and putting customers at an unfair disadvantage. Any act of fraud or manipulation in the SOL marketplace may adversely affect an investment in the Shares.

#### *Disruptions at OTC Trading Desks and Potential Consequences of an OTC Trading Desk’s Failure Could Adversely Affect an Investment in the Shares.*

There are a limited number of OTC trading desks with which the Trust can transact in SOL to effect issuances and redemptions (if any). A disruption at or withdrawal from the market by any such OTC trading desk may adversely affect the Trust’s ability to purchase or sell SOL, which may potentially negatively impact the market price of the Shares. A disruption at one or more OTC trading desks could reduce liquidity in the market and may negatively impact the Trust’s ability to value its SOL. Because there is currently no publicly disseminated and verifiable feed with respect to the price of SOL in the OTC market, investors must rely on other pricing sources, such as the Coinbase Solana Price or prices obtained directly from the OTC trading desks or digital asset exchanges, to obtain the price of SOL.

#### *Disruptions at Digital Asset Exchanges and Potential Consequences of a Digital Asset Exchange’s Failure Could Adversely Affect an Investment in the Shares.*

Digital asset exchanges operate websites on which users can trade SOL for U.S. dollars, other government currencies, and other digital assets. Trades on digital asset exchanges are unrelated to transfers of SOL between users via the Solana Network. SOL trades on exchanges are recorded on the exchange’s internal ledger only, and each internal ledger entry for a trade will correspond to an entry for an offsetting trade in U.S. dollars or other government currency. To sell SOL on a digital asset exchange, a user will transfer SOL (using the Solana Network) from him or herself to

the digital asset exchange. Conversely, to buy SOL on a digital asset exchange, a user will transfer U.S. dollars or other government currency to the digital asset exchange. After completing the transfer of SOL or U.S. dollars, the user will execute his or her trade and withdraw either the SOL (using the Solana Network) or the U.S. dollars back to the user. In some cases, the user may maintain their SOL (or U.S. dollars) in an account on the digital asset exchange. Digital asset exchanges are an important part of the Solana industry.

Digital asset exchanges have a limited history. Since 2009, several digital asset exchanges have been closed or experienced disruptions due to fraud, failure, security breaches or distributed denial of service attacks, a/k/a “DDoS Attacks.” In many of these instances, the customers of such exchanges were not compensated or made whole for the partial or complete losses of their funds, SOL or other cryptocurrencies held at the exchanges. In 2014, the largest digital asset exchange at the time, Mt. Gox, filed for bankruptcy in Japan amid reports the exchange lost up to 850,000 Bitcoin, valued then at over \$450 million. Digital asset exchanges are also appealing targets for hackers and malware. In August 2016, Bitfinex, an exchange located in Hong Kong, reported a security breach that resulted in the theft of approximately 120,000 Bitcoins valued at the time at approximately \$72 million, a loss which was allocated to all Bitfinex account holders (rather than just specified holders whose wallets were affected directly), regardless of whether the account holder held digital or cash in their account. In February 2017, following a statement by the People’s Bank of China, China’s three largest exchanges (BTCC, Huobi, and OKCoin) suspended withdrawals of users’ Bitcoin. Although withdrawals were permitted to resume in late May 2017, Chinese regulators in September 2017 issued a directive to Chinese exchanges to cease operations with respect to Chinese users by September 30, 2017. In July 2017, FinCEN and the U.S. Department of Justice levied a \$110 million fine and an indictment against BTC-e, another digital asset exchange and one of its operators for facilitating crimes such as drug sales, computer hacking, identity theft and ransomware attacks. Similar to the outcome of the Bitfinex breach, losses due to assets seized by FinCEN were allocated among exchange users. In addition, it has been reported that digital asset exchange Coincheck lost approximately \$500 million to hackers in 2018 and that digital asset exchange Binance lost approximately \$40 million to hackers in 2019. The potential for instability of digital asset exchanges and the closure or temporary shutdown of exchanges due to fraud, business failure, hackers, DDoS or malware or government-mandated regulation may reduce confidence in SOL, which may result in greater volatility in the Coinbase Solana Price.

Despite efforts to ensure accurate pricing, SOL generally remain subject to volatility. Such volatility could adversely affect an investment in the Shares.

*Momentum Pricing of SOL May Subject the Price of SOL to Greater Volatility and Adversely Affect an Investment in the Shares.*

Momentum pricing typically is associated with growth stocks and other assets whose valuation, as determined by the investing public, accounts for anticipated future appreciation in value. The Sponsor believes that momentum pricing of SOL has resulted, and may continue to result, in speculation regarding future appreciation in the value of SOL, inflating and making more volatile the value of SOL. As a result, SOL may be more likely to fluctuate in value due to changing investor confidence in future appreciation in the SOL price, which could adversely affect an investment in the Shares.

## **Operating Risks of the Trust**

*As the Sponsor and Its Management Have Little History of Operating the Trust, Their Experience May Be Inadequate or Unsuitable to Manage the Trust.*

The Sponsor has only a limited history of past performance in managing the Trust. Similarly, the Sponsor's management has only a limited history of past performance in managing the Trust. The past performances of the Sponsor and its management in other positions are no indication of their ability to manage an investment vehicle such as the Trust. If the experience of the Sponsor and its management is inadequate or unsuitable to manage an investment vehicle such as the Trust, the operations of the Trust may be adversely affected.

*The Trust Has No Operating or Performance History.*

The Trust has no operating history. Therefore, a potential Shareholder has no performance history, aside from the historical price of SOL, to serve as a factor in evaluating an investment in the Trust.

*The Shares Are New Securities and Their Value Could Decrease if Unanticipated Operational or Trading Problems Arise.*

The mechanisms and procedures governing the issuance, redemption (if any), and offering of the Shares have been developed specifically for the Trust. Consequently, there may be unanticipated problems or issues with respect to the mechanisms of the operations of the Trust and the trading of the Shares. In addition, to the extent that unanticipated operational or trading problems or issues arise, the Trust management's past experience and qualifications may not be suitable for solving these problems or issues. As a result, there is a risk that operational or trading problems could have a material adverse effect on an investment in the Shares.

*Fees and Expenses Are Charged Regardless of Profitability and May Result in Depletion of Assets.*

Shareholders in the Trust will pay fees and expenses in connection with their investment in Shares, including the Management Fee of an annualized 2.50 % of the average daily NAV of the Trust for each year, unless waived by the Sponsor. The Sponsor will bear the routine operational, administrative and other ordinary fees and expenses of the Trust (the "Assumed Expenses"); provided, however, that the Trust shall be responsible for any non-routine and ordinary expenses, including in addition to the Management Fee, fees and expenses such as, but not limited to, taxes and governmental charges, expenses and costs, expenses and indemnities related to any extraordinary services performed by the Sponsor (or any other Service Provider, including the Trustee) on behalf of the Trust to protect the Trust or the interests of Shareholders, indemnification expenses, fees, and expenses related to public trading on OTCQB or another secondary market ("Extraordinary Expenses").

*The Security of the Trust's SOL Holdings Cannot Be Assured by the Trust, the Custodian or Any Other Person.*

The Trust's SOL holdings will be held by the Custodian subject to security methods and procedures designed to ensure the Trust's control over those holdings and keep those holdings safe from unauthorized use, theft or other misuse. See "Other Parties–Custodian–The Custodian's Role". However, no security measures can provide assurance that the Trust's SOL holdings will

not be affected by theft, misuse, cybersecurity breaches, or other harms. Moreover, the Trust must use the Custodian's service on an "as is" basis and the Custodian's standard of care is limited to that of "reasonable care". Further, the Custodian is not liable for any loss that is caused, directly or indirectly, by any non-adherence by the Trust to the Custodian's policies and procedures, any action taken to secure the digital assets or accounts of the Trust or other exceptions under the Custodial Services Agreement (the "Custodian Agreement"). In addition, although we may be entitled to indemnification for certain breaches of the Custodian Agreement or the loss or theft of the Trust's assets, securing recovery for any such losses may require us to devote substantial time and resources to the task, with no guarantee of success. While the Trust has taken and will continue to take steps to secure its assets, the Trust's assets are continuously subject to risks of theft, fraud and other security breaches, and some or all of the Trust's assets may be lost or otherwise compromised as a result of such security breaches.

*Possibility of Termination of the Trust May Adversely Affect a Shareholder's Portfolio.*

The Sponsor may terminate the Trust in its sole discretion upon the occurrence of certain events, and shall terminate the Trust upon the occurrence of certain other events. If this power is so exercised, Shareholders who may wish to continue to invest in SOL through the Trust will have to find another vehicle and may not be able to find another vehicle that offers the same features as the Trust. Such detrimental developments could cause a Shareholder to liquidate its investments at an inopportune time and upset the overall maturity and timing of its investment portfolio.

*Any Errors, Discontinuance or Changes in Determining the Value of the SOL Held by the Trust May Have an Adverse Effect on the Value of the Shares.*

The Administrator will determine the NAV of the Trust and the NAV per Share on a daily basis as soon as practicable after 4:00 P.M. New York time on each day the New York Stock Exchange is open for business. The Administrator's determination will be made based on the SOL Market Price to the extent that such NAV or NAV per Share is incorrectly calculated, there may be no liability for any error, but such misreporting of valuation data could adversely affect an investment in the Shares.

*Shareholders May Be Adversely Affected by Redemption Orders that Are Subject to Postponement, Suspension, or Rejection under Certain Circumstances.*

If redemptions of Shares are ever permitted, the Sponsor may nevertheless, in its discretion, suspend the right of redemption or postpone the redemption settlement date if (1) the order is not in proper form as determined by the Trust or Sponsor; (2) during an emergency as a result of which delivery, disposal or evaluation of SOL is not reasonably practicable; or (3) for such other period as the Sponsor determines to be necessary for the protection of Shareholders. Any such postponement, suspension or rejection could adversely affect a redeeming investor. For example, the resulting delay may adversely affect the value of the investor's redemption proceeds if the NAV of the Trust declines during the period of delay. The Trust disclaims any liability for any loss or damage that may result from any such suspension or postponement.

*As a Shareholder, You Will Not Have the Rights Normally Associated With Ownership of Shares of Other Types of Investment Vehicles. For Example, You Will Have No Voting Rights, in Comparison to Those of Securityholders in Traditional Operating Companies.*

The Trust is a passive investment vehicle with no active management and no board of directors. Thus, the Shares are not entitled to the same rights as shares issued by a corporation operating a business enterprise with management and a board of directors. By acquiring Shares, you are not acquiring the right to elect directors, to vote on certain matters regarding the issuer of your Shares or to take other actions normally associated with the ownership of shares, such as the right to bring “oppression” or “derivative” actions. You will only have the extremely limited rights described under “Description of the Shares.”

*The Value of the Shares Will be Adversely Affected if the Trust Is Required to Indemnify the Sponsor, the Custodian or the Cash Custodian as Contemplated in the Trust Agreement, the Custodian Agreement or the Cash Custody Agreement.*

Delaware Trust Company serves as Delaware trustee of the Trust under the Trust Agreement (the “Trustee”). Under the Trust Agreement, each of the Sponsor and the Trustee has a right to be indemnified from the Trust for any liability or expense that the Trust incurs without gross negligence, bad faith or willful misconduct on its part. Under the Trust Agreement, the Trust’s officers, directors, employees and agents also have a right to be indemnified from the Trust for any liability or expense they incur without gross negligence, bad faith, or willful misconduct on their part. Similarly, the Custodian Agreement and the Cash Custody Agreement each provide for indemnification of the Custodian and the Cash Custodian, respectively, by the Trust under certain circumstances. That means that it may be necessary to sell assets of the Trust to cover losses or liability suffered by any of the foregoing parties. Any sale of that kind would reduce the NAV of the Trust and the NAV per Share, to the detriment of holders of the Shares.

*The Trust’s SOL Trading May Subject the Trust to the Risk of Counterparty Non-Performance, Potentially Negatively Affecting the Market Price of the Shares.*

For its trading needs, the Trust may buy SOL from and sell SOL to both digital asset exchanges and OTC trading counterparties; however, the Trust intends to trade SOL primarily in large orders through OTC trading counterparties. The Trust will maintain delivery versus payment (“DVP”) and receive versus payment (“RVP”) terms with its digital asset exchange and OTC trading counterparties to reduce counterparty risk. Nevertheless, to the extent a digital asset exchange or OTC trading counterparty fails to perform, either by failing to deliver SOL when the Trust buys SOL, or by failing to deliver U.S. dollars when the Trust sells SOL, the Trust may not be able to issue or redeem (if ever permitted) Shares, respectively. This exposes the Trust to the risk that a digital asset exchange or OTC counterparty will not settle a transaction in accordance with its terms and conditions, thus causing the Trust to suffer a loss. Therefore, the Trust faces the risk of trade failure and non-performance by digital asset exchanges and OTC counterparties and such non-performance may cause some or all of the Trust’s trades, if any, to be unrealized.

*The Trust’s SOL Holdings Could Become Illiquid Which Could Cause Large Losses to Shareholders at Any Time or From Time to Time.*

The Trust may not always be able to liquidate its SOL at a desired price, or at all. It may become difficult to execute a trade at a specific price when there is a relatively small volume of buy and sell orders in the marketplace, including on digital asset exchanges and with OTC SOL participants.

A market disruption, such as a foreign government taking political actions that disrupt the market in its currency, its commodity production or exports, or in another major export, can also make it difficult to liquidate a position. In the event of a fork of the Solana Network, certain digital asset exchanges and/or OTC counterparties may halt deposits and withdrawals of SOL for a set period of time thus reducing liquidity in the markets. Unexpected market illiquidity may cause major losses to Shareholders at any time. The large amount of SOL the Trust may acquire increases the risk of illiquidity by both making its SOL more difficult to liquidate and increasing the losses incurred while trying to do so. To the extent the Trust is unable to purchase or sell SOL at a desired price as a result of illiquidity, the Trust may not be able to effect issuances and redemptions (if permitted) of Shares for cash.

*Transactions in SOL Are Irreversible and the Trust May Be Unable to Recover Improperly Transferred SOL.*

SOL transactions on the Solana Blockchain are irreversible. An improper transfer, whether accidental or resulting from theft, can only be undone by the receiver of the SOL agreeing to send the SOL back to the original sender in a separate subsequent transaction. To the extent the Trust erroneously transfers, whether accidental or otherwise, SOL in incorrect amounts or to the wrong recipients, the Trust may be unable to recover the SOL, which could adversely affect an investment in the Shares.

*The Trust's SOL May Be Lost, Stolen or Subject to Other Inaccessibility.*

There is a risk that part or all of the Trust's SOL could be lost, stolen or destroyed. Although the Trust will secure the Trust's SOL to seek to minimize the risk of loss, the Trust cannot guarantee that such a loss will be prevented. Access to the Trust's SOL could also be restricted by natural events (such as a hurricane or earthquake pandemic) or human actions (such as a terrorist attack). Any of these events may adversely affect the operations of the Trust and, consequently, an investment in the Shares.

*Any Disruptions to the Computer Technology Used by the Trust or its Service Providers Could Adversely Affect the Trust's Ability to Function and an Investment in the Shares.*

The Trust will monitor its technology and may develop and redesign its technology, including enhancements and alterations that may be implemented from time to time, and it expects its service providers to do the same. In doing so, there is risk that failures may occur and result in service interruptions or other negative consequences. Any technology updates that cause disruptions in the proper functioning of the Trust's or any of its service provider's technology systems may have an adverse impact on the Trust and an investment in the Shares.

The Trust may take such steps as the Sponsor determines, in the Sponsor's sole judgment, to be required to maintain and upgrade the Trust's technology systems, in order to protect against failure, hacking, malware and general security threats, and the Trust expects its service providers to take their own steps to maintain and upgrade their own technology systems with the same goals in mind. The Trust is not liable to Shareholders for the failure or penetration of technology systems absent gross negligence, willful misconduct or bad faith. To the extent technology systems fail or

are penetrated, any loss of the Trust's SOL or loss of confidence in the Trust's ability to safeguard its SOL may adversely affect an investment in the Shares.

*The Trust's Computer Infrastructure May be Vulnerable to Security Breaches. Any Such Problems Could Cause Interruptions in the Trust's Operations and Adversely Affect an Investment in the Shares.*

The Trust's computer infrastructure is potentially vulnerable to physical or electronic computer break-ins, viruses and similar disruptive problems, and security breaches. Any such problems or security breaches could give rise to a halt in the Trust's operations and expose the Trust to a risk of financial loss, litigation and other liabilities. In the event of a security breach, the Trust may cease operations, suspend redemptions or suffer a loss of SOL or other assets. Any of these events, particularly if they result in a loss of confidence in the Trust's ability to operate, could have a material adverse effect on an investment in the Shares.

*Technology System Failures Could Cause Interruptions in the Trust's Ability to Operate.*

If the Trust's systems fail to perform, the Trust could experience disruptions in operations and slower response times, which may cause delays in the Trust's ability to buy or sell SOL. Any such failures may also result in the theft, loss or damage of the Trust's SOL. Any such theft, loss or damage of the Trust's SOL would have a negative impact on the value of the Shares and adversely affect the Trust's ability to operate. In addition, a loss of confidence in the Trust's ability to secure the Trust's SOL with its technology system may adversely affect the Trust and the value of an investment in the Shares.

*Staking Risk.*

At any given time, a portion of the SOL held by the Trust will be bonded to the Solana Network by the Custodian for purposes of securing inflationary network rewards and transaction fees. Staking is a discretionary activity that supports the operation and governance of the Solana Network. SOL held by the Trust and staked to the Solana Network is not immediately available for withdrawal (known as "bonding") and is subject to a 2-day notice period before being freely transferrable. Staking has a low but inherent risk of permanent loss of SOL held by the Trust which would have a negative impact on the value of the Shares. Loss, known as "slashing", can occur due to a failure by the Custodian (or another staking provider) to properly manage the staked SOL.

## **Regulatory Risks**

*The Trust is Not a Registered Investment Company.*

The Trust is not a registered investment company subject to the Investment Company Act of 1940, as amended (the "1940 Act"). Consequently, Shareholders of the Trust do not have the regulatory protections provided to Shareholders in registered investment companies which, for example, the requirement that investment companies have a certain percentage of disinterested directors and requirements as to the relationship between the investment company and certain of its affiliates.

*The Trust Could Be, or Could Become, Subject to the Commodity Exchange Act.*



Currently, the CFTC takes the position that digital assets such as SOL are commodities, although it has not issued regulations to formalize this position. The Trust is not registered as a commodity pool for purposes of the Commodity Exchange Act (“CEA”), and the Sponsor is not registered as a commodity pool operator, a commodity trading advisor, or otherwise. While the Trust and the Sponsor will continue to monitor and evaluate whether any such registrations may be or may become required, there can be no assurance that the decision not to seek such registrations will not have an adverse effect on the Trust or the Sponsor.

*Trading on Digital Asset Markets Outside the United States Is Not Subject to U.S. Regulation, and May Be Less Reliable than U.S. Markets.*

To the extent any of the Trust’s trading is conducted on digital asset markets outside the U.S., trading on such markets is not regulated by any U.S. governmental agency and may involve certain risks not applicable to trading in U.S. markets. Certain foreign markets may be more susceptible to disruption than U.S. markets. These factors could adversely affect the performance of the Trust.

*Future Regulations May Require the Trust to Become Registered, or May Impose Other Regulatory Burdens, Which Could Harm the Trust or Even Cause the Trust to Liquidate.*

Current and future legislation, CFTC and SEC rulemaking and other regulatory developments may affect the manner in which SOL is treated for classification and clearing purposes, and the manner in which the Shares, the Trust and the Sponsor are regulated. Currently, the CFTC takes the position that digital assets are commodities and has brought enforcement actions against digital asset operators who have not registered as futures commission merchants or commodity pool operators, although several court challenges to this position are still pending and the CFTC has not yet issued regulations to formalize its position. Although there have been several recent U.S. federal rulings with respect to whether virtual currencies are a form of money or a commodity, these rulings are not definitive and the Sponsor and the Trust cannot be certain as to how future regulatory developments may affect the treatment of SOL under the law. In the face of such developments, new or additional registration and compliance steps may result in extraordinary expenses to the Trust. If the Sponsor decides to terminate the Trust in response to changed regulatory circumstances, the Trust may be dissolved or liquidated at a time that is disadvantageous to Shareholders.

To the extent that SOL is deemed to fall within the definition of a “commodity interest” under the CEA, the Trust and the Sponsor may be subject to additional regulation under the CEA and CFTC regulations. The Sponsor or the Trust may be required to register as a commodity pool operator or commodity trading advisor with the CFTC and become a member of the National Futures Association and may be subject to additional regulatory requirements with respect to the Trust, including disclosure and reporting requirements. These additional requirements may result in extraordinary, recurring and nonrecurring expenses. If the Sponsor or the Trust determines not to comply with such additional regulatory requirements, the Sponsor will terminate the Trust. Any such termination could result in the liquidation of the Trust’s SOL at a time that is disadvantageous to Shareholders.

The Trust’s SOL may have been an unregistered security under the U.S. federal security laws when it was first sold. If the original sales of SOL involved the sale of an unregistered security for which an exemption was not available, such sales may have been illegal in the U.S. subjecting the seller

to penalties, including rescission of the original sale. To the extent that SOL is deemed to fall within the definition of a “security” under U.S. federal securities laws, the Trust and the Sponsor may be subject to additional requirements under the 1940 Act and Investment Advisers Act of 1940, as amended (the “Advisers Act”). The Sponsor or the Trust may be required to register as an investment adviser under the Advisers Act. Such additional registration may result in extraordinary, recurring and non-recurring expenses. If the Sponsor or the Trust determines not to comply with such additional regulatory requirements, the Sponsor will terminate the Trust. Any such termination could result in the liquidation of the Trust’s SOL at a time that is disadvantageous to Shareholders.

*Banks May Not Provide Banking Services, or May Cut Off Banking Services, to Businesses that Provide SOL-Related Services or that Accept SOL as Payment, Which Could Directly Impact the Trust’s Operations, Damage the Public Perception of SOL and the Utility of SOL as a Payment System and Could Decrease the Price of SOL and Adversely Affect an Investment in the Shares.*

A number of companies that provide digital asset-related services have been unable to find banks that are willing to provide them with bank accounts and banking services. This may have an adverse impact on the Trust’s operations. For example, in 2023, the FDIC declared Signature Bank in New York insolvent and placed the bank into receivership and established a bridge bank where all deposits were transferred. Although the Trust does not have material cash operations, it had an account holding nominal cash at Signature Bank and was able to access its funds within one business day of the FDIC’s actions. Although the closing of Signature Bank did not have a material impact on the Trust, it is possible that a future closing of a bank with which the Trust has a financial relationship could subject the Trust to adverse conditions and pose challenges in finding an alternative suitable bank to provide the Trust with bank accounts and banking services.

Also, a number of companies that provide SOL-related services have had their existing bank accounts closed by their banks. Banks may refuse to provide bank accounts and other banking services to digital asset-related companies or companies that accept SOL for a number of reasons, such as perceived compliance risks or costs. The difficulty that many businesses that provide digital asset-related services have, and may continue to have, in finding banks willing to provide them with bank accounts and other banking services may be currently decreasing the usefulness of SOL as a form of payment and harming public perception of SOL or could decrease its usefulness and harm its public perception in the future. Similarly, the usefulness of SOL as a form of payment system and the public perception of SOL could be damaged if banks were to close the accounts of many or of a few key businesses providing digital asset-related services. This could decrease the price of SOL and therefore adversely affect an investment in the Shares. It is unclear whether the recent decision by the OCC to allow national banks to provide cryptocurrency custody services may change this situation in the future. See “Information About the Solana Network and SOL—Regulation of SOL—Certain Historical Developments.”

*It May Be Illegal, Now or in the Future, to Acquire, Own, Hold, Sell, or Use SOL in One or More Countries, and Ownership of, Holding or Trading in Shares May Also Be Considered Illegal and Subject to Sanctions.*

The United States, China, Russia, or other jurisdictions may take additional regulatory actions in the future that further, severely restrict the right to acquire, own, hold, sell or use SOL or to exchange SOL for fiat currency. Such an action may also result in the restriction of ownership,

holding or trading in the Shares. Such a restriction could subject the Trust or the Sponsor to investigations, civil or criminal fines and penalties, which could harm the reputation of the Trust or its Sponsor, and could result in the termination and liquidation of the Trust at a time that is disadvantageous to Shareholders, or may adversely affect an investment in the Shares.

*If Regulatory Changes or Interpretations of the Trust's or Sponsor's Activities Require Registration as Money Service Businesses Under the Regulations Promulgated by FinCEN Under the Authority of the U.S. Bank Secrecy Act or as Money Transmitters or Digital Currency Businesses Under State Regimes for the Licensing of Such Businesses, the Trust and/or Sponsor Could Suffer Reputational Harm and Also Extraordinary, Recurring and/or Nonrecurring Expenses, Which Would Adversely Impact an Investment in the Shares.*

If regulatory changes or interpretations of the Trust's or Sponsor's activities require the registration of the Trust or Sponsor as a money services business under the regulations promulgated by FinCEN under the authority of the U.S. Bank Secrecy Act, the Trust or Sponsor may be required to register and comply with such regulations. If regulatory changes or interpretations of the Trust's or Sponsor's activities require the licensing or other registration as a money transmitter or business engaged in digital currency activity (e.g., under the New York BitLicense regime, or equivalent designation) under state law in any state in which the Trust or Sponsor operates, the Trust or Sponsor may be required to seek licensure or otherwise register and comply with such state law. In the event of any such requirement, to the extent that the Sponsor decides to continue the Trust, the required registrations, licensure and regulatory compliance steps may result in extraordinary, nonrecurring expenses to the Trust. Regulatory compliance would include, among other things, implementing anti-money laundering and consumer protection programs.

To the extent the Trust or Sponsor is found to have operated without appropriate state or federal licenses, it may be subject to investigation, administrative or court proceedings, and civil or criminal monetary fines and penalties, all of which would harm the reputation of the Trust or its Sponsor, decrease the liquidity of the Shares and have a material adverse effect on the price of the Shares. If the Sponsor decides to comply with such additional federal or state regulatory obligations and continue the Trust, the required registrations, licensure and regulatory compliance steps may result in extraordinary, nonrecurring expenses to the Trust, possibly affecting an investment in the Shares in a material and adverse manner. Furthermore, the Trust and its service providers may not be capable of complying with certain federal or state regulatory obligations applicable to money service businesses' money transmitters and businesses involved in digital currency business activity. If the Sponsor and/or the Trust determines not to comply with such requirements, the Sponsor will act to dissolve and liquidate the Trust. Any such termination could result in the liquidation of the Trust's SOL at a time that is disadvantageous to Shareholders.

### **Potential Conflicts of Interest**

Affiliates of the Sponsor may obtain exposure to SOL through investment in the Shares. In addition, affiliates of the Sponsor have substantial direct investments in SOL outside of the Trust. Such affiliates of the Sponsor are permitted to manage such investments, taking into account their own interests, without regard to the interests of the Trust or its Shareholders. To the extent that any substantial investment in SOL is initiated, materially increased or materially reduced, such investment can affect the Solana Price. The initiation of, or material increases in, a substantial

investment in SOL may result in an increase in the Coinbase Solana Price. A material reduction in a substantial investment may result in a decrease in the Coinbase Solana Price, having a negative impact on the value of the Shares.

The Sponsor manages and expects to continue to manage other ventures, some of which may now or in the future have business objectives similar to or competing with those of the Trust. The Sponsor is not obligated to devote any specific amount of time to the affairs of the Trust and is not required to accord exclusivity or priority to the Trust in the event of investment opportunities arising from the application of speculative position limits or other factors. Situations may occur where the Trust could be disadvantaged because of the investment activities conducted by the Sponsor for other investment accounts.

## **Tax Risks**

### *The Treatment of the Trust for U.S. Federal Income Tax Purposes Is Uncertain.*

The Sponsor intends to take the position that the Trust will be treated as a grantor trust for U.S. federal income tax purposes. Assuming that the Trust is a grantor trust, the Trust will not be subject to U.S. federal income tax. Rather, a pro rata portion of the Trust's income, gain, losses and deductions will "flow through" to each beneficial owner of Shares.

The Trust Agreement was drafted in a manner intended to clarify the Trust's classification as a grantor trust for U.S. federal income tax purposes. However, due to the absence of direct legal authority addressing the classification of an entity such as the Trust, the IRS or a court might not agree that the Trust is properly treated as a grantor trust for U.S. federal income tax purposes. In particular, there are many unique aspects to a grantor trust holding a virtual currency such as SOL and there is no guidance from the IRS or the courts as to how the grantor trust rules are to be applied to virtual currencies.

If the IRS were successful in asserting that the Trust is not properly classified as a grantor trust, the Trust might be classified as a partnership for U.S. federal income tax purposes. If the Trust were classified as a partnership for U.S. federal income tax purposes (that is not a publicly traded partnership as discussed below), the tax consequences of owning Shares generally would not be materially different from the tax consequences described herein, although there might be certain differences, including with respect to the timing of recognition of gain or loss. In addition, tax information reports provided to Shareholders would be made in a different form. If the Trust were treated as a publicly traded partnership taxable as a corporation for U.S. federal income tax purposes, it would be subject to entity-level U.S. federal income tax (currently at a flat rate of 21%) on its net taxable income and certain distributions made by the Trust to Shareholders could be taxable as dividends to the extent of the Trust's current and accumulated earnings and profits (which, in the case of a Non-U.S. Holder, generally would be subject to U.S. federal withholding tax at a 30% rate (or a lower rate provided by an applicable income tax treaty)).

### *Federal Income Tax Purposes Is Uncertain.*

The Trust intends to take the position that each beneficial owner of Shares generally will be treated for U.S. federal income tax purposes as the owner of an undivided interest in the SOL held in the Trust. Due to the absence of direct legal authority, many significant aspects of the U.S. federal

income tax treatment of SOL are uncertain, and the Sponsor does not intend to request a ruling from the IRS on these issues. In 2014, the IRS released a notice (the “Notice”) discussing certain aspects of the treatment of convertible virtual currencies for U.S. federal income tax purposes. The Sponsor believes SOL should be considered such a convertible virtual currency, though the IRS has not confirmed this belief and therefore no assurances may be provided in this regard. It is assumed for the remainder of this discussion that SOL should be considered such a convertible virtual currency. In the Notice, the IRS stated that, for U.S. federal income tax purposes, virtual currencies are “property” that is not currency, and that SOL may be held as a capital asset (if it otherwise qualifies as such). However, the Notice is not binding on the IRS and, accordingly, the IRS might not accept, and a court might not uphold, this treatment.

In 2019, the IRS released a revenue ruling and a set of “Frequently Asked Questions” (the “Ruling & FAQs”) that provide some additional guidance, including guidance to the effect that, under certain circumstances, hard forks of digital assets are taxable events giving rise to ordinary income and guidance with respect to the determination of the tax basis of digital assets. However, the Notice and the Ruling & FAQs do not address other significant aspects of the U.S. federal income tax treatment of digital assets. Moreover, although the Ruling & FAQs address the treatment of hard forks, there continues to be uncertainty with respect to the timing and amount of the income inclusions. While the Ruling & FAQs do not address most situations in which airdrops occur, it is clear from the reasoning of the Ruling & FAQs that the IRS generally would treat an airdrop as a taxable event giving rise to ordinary income.

There can be no assurance that the IRS will not alter its position with respect to digital assets in the future or that a court would uphold the treatment set forth in the Notice and the Ruling & FAQs. It is also unclear what additional guidance on the treatment of digital assets for U.S. federal income tax purposes may be issued in the future. Any such alteration of the current IRS positions or additional guidance could result in adverse tax consequences for shareholders and could have an adverse effect on the value of SOL. Future developments that may arise with respect to digital assets may increase the uncertainty with respect to the treatment of digital assets for U.S. federal income tax purposes. For example, the Notice addresses only digital assets that are “convertible virtual currency,” and it is conceivable that, as a result of a fork, airdrop or similar occurrence, the Trust will hold certain types of digital assets that are not within the scope of the Notice. Prospective investors are urged to consult their tax advisers regarding the substantial uncertainty regarding the tax consequences of an investment in SOL or the Trust.

#### *Future Developments in the Tax Treatment of SOL Could Adversely Affect an Investment in the Shares.*

On December 5, 2014, the New York State Department of Taxation and Finance issued guidance regarding the application of New York State tax law to virtual currencies such as SOL. The agency determined that New York State would follow the Notice with respect to the treatment of virtual currencies such as SOL for state income tax purposes. Furthermore, the agency took the position that virtual currencies such as SOL are a form of “intangible property,” with the result that the purchase and sale of SOL for fiat currency is not subject to state sales tax (although transactions of SOL for other goods and services may be subject to sales tax under barter transaction treatment). It is unclear if other states will follow the guidance of the New York State Department of Taxation and Finance with respect to the treatment of virtual currencies such as SOL for income tax and sales tax purposes. If a state adopts a different treatment, such treatment may have negative

consequences, including the imposition of a greater tax burden on investors in SOL or the imposition of a greater cost on the acquisition and disposition of SOL generally. Any such treatment may have a negative effect on prices of SOL in the digital asset exchange market and a negative impact on the Shares.

The treatment of virtual currencies such as SOL for tax purposes by foreign jurisdictions may differ from the treatment of virtual currencies by the IRS or the New York State Department of Taxation and Finance. If a foreign jurisdiction with a significant share of the market of SOL users imposes onerous tax burdens on SOL users, or imposes sales or value-added tax on purchases and sales of SOL for fiat currency, such actions could result in decreased demand for SOL in such jurisdiction, which could affect the price of SOL and negatively affect an investment in the Shares. Any discussion of U.S. federal income tax matters set forth in this Memorandum or in any appendix hereto was written in connection with the promotion and marketing by the Trust and the Sponsor of the Shares. Such discussion is not intended or written to be legal or tax advice to any person and is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any U.S. federal tax penalties that may be imposed on such person. Each investor should seek advice based on its particular circumstances from an independent tax advisor.

For an additional discussion of certain tax matters, see the section entitled “Certain U.S. Federal Income Tax Considerations”.

### **Certain Other Risks**

*You Should Consult Your Own Legal, Tax and Financial Advisers Regarding the Desirability of an Investment in the Shares Because No Independent Advisers Were Appointed to Represent You in Connection with the Formation and Operation of the Trust.*

While the Sponsor has consulted with legal, tax and financial advisers regarding the formation and operation of the Trust, no counsel has been appointed to represent you in connection with the offering of the Shares. Accordingly, you should consult your own counsel, accountants, and other advisers before investing in the Shares.

*Competing Claims Over Ownership of Intellectual Property Rights Related to the Trust Could Adversely Affect the Trust and an Investment in the Shares.*

The Sponsor believes that all intellectual property rights needed to operate the Trust have been obtained by the Sponsor. However, third parties may allege or assert ownership of intellectual property rights which may be related to the design, structure and operations of the Trust. The negotiation, litigation or settlement of such claims may result in expenses or damages that could adversely affect the Trust or lead to its termination.

Third parties may assert intellectual property claims relating to the holding and transfer of SOL and the Solana Network source code, as well as to the determination of the NAV of the Trust or the Shares. Regardless of the merit of any intellectual property or other legal action, any threatened action that reduces confidence in SOL’s long-term viability or the ability of end-users to hold and transfer SOL may adversely affect an investment in the Shares. Additionally, a meritorious intellectual property claim could prevent the Trust and others from accessing the Solana Blockchain, holding or transferring SOL, which could force the termination of the Trust and the

liquidation of the Trust's SOL (if such liquidation is possible). As a result, an intellectual property claim against the Trust or other large participants within the Solana industry could adversely affect an investment in the Shares or the ability of the Trust to operate.

### **Additional Matters Related to the Business of the Trust**

#### **1. The form of organization of the issuer.**

The Trust is a Delaware statutory trust.

#### **2. The year that the issuer (or any predecessor) was organized.**

The Trust was formed on June 8, 2021.

#### **3. The issuer's fiscal year end date.**

The Trust's fiscal year end date is December 31.

#### **4. Whether the issuer (or any predecessor) has been in bankruptcy, receivership or any similar proceeding.**

The Trust has not been in, and is not in the process of, any bankruptcy, receivership or any similar proceeding within the last three years.

#### **5. Any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets.**

The Trust has not undergone any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets within the last three years.

#### **6. Any default of the terms of any note, loan, lease, or other indebtedness or financing arrangement requiring the issuer to make payments;**

The Trust has not experienced any default of the terms of any note, loan, lease, or other indebtedness or financing arrangement requiring the Trust to make payments within since its inception.

#### **7. Any change of control.**

The Trust has not experienced any change of control since its inception.

#### **8. Any increase of 10% or more of the same class of outstanding equity securities.**

The Trust has only one class of outstanding equity securities. The Shares were initially issued and sold in September 2021, and 400,630 Shares were sold through December 31, 2023. The Trust is an investment trust that has no limit on the number of Shares that can be issued. The Trust

publishes the total number of Shares outstanding as of the end of each month on the Sponsor's website at [www.ospreyfund.io](http://www.ospreyfund.io).<sup>2</sup>

**9. Any past, pending or anticipated stock split, stock dividend, recapitalization, merger, acquisition, spinoff, or reorganization.**

On March 24, 2023, the Sponsor effected a 1-for-20 reverse stock split, where Shareholders received one Share of the Trust for every twenty Shares held as of the conversion date. Shareholders who would have otherwise been entitled to fractional shares as a result of the reverse stock split received a cash payment in lieu of receiving fractional shares. The Shares in this Annual Report were adjusted retroactively to reflect the reverse split.

**10. Any delisting of the issuer's securities by any securities exchange or deletion from the OTC Bulletin Board.**

There has not been any delisting of the Shares by any securities exchange or deletion from the OTC Bulletin Board.

**11. Any current, past, pending or threatened legal proceedings or administrative actions either by or against the issuer that could have a material effect on the issuer's business, financial condition, or operations and any current, past or pending trading suspensions by a securities regulator. State the names of the principal parties, the nature and current status of the matters, and the amounts involved.**

None.

**B. Business of Issuer.**

**1. The issuer's primary and secondary SIC Codes.**

The Trust's primary SIC Code is 6221.

**2. If the issuer has never conducted operations, is in the development stage, or is currently conducting operations.**

The Trust is a passive entity with no operations, and the Sponsor administers and manages the Trust as described in "Description of the Trust."

**3. Whether the issuer has at any time been a "shell company."**

The Trust has not at any time been a "shell company."

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<sup>2</sup> During September 2021, the Trust began a continuous offering of an unlimited number Shares with no par value, pursuant to Rule 506(c) of the Securities Act. As of December 31, 2023, 307,176 Shares were sold pursuant to this offering. During October 2021, the Trust commenced an offering of Shares with no par value, up to \$10,000,000, each Share representing a fractional undivided beneficial interest in the Trust. 93,476 shares were sold to accredited investors in an offering of to \$10,000,000 of Shares, dated October 11, 2021, registered in Connecticut and qualified in New York, pursuant to Rule 504 of Regulation D under the Securities Act ("Rule 504 Offering"). The Rule 504 Offering closed on December 23, 2021.



**4. The names of any parent, subsidiary, or affiliate of the issuer, and its business purpose, its method of operation, its ownership, and whether it is included in the financial statements attached to this Annual Report.**

**THE SPONSOR**

The Trust's Sponsor is Osprey Funds, LLC, a Delaware limited liability company formed on October 31, 2018. The Sponsor's principal place of business is 1241 Post Road, 2nd Floor, Fairfield, CT 06824. Under the Delaware Limited Liability Company Act and the governing documents of the Sponsor, the Sponsors' shareholders are not responsible for the debts, obligations and liabilities of the Sponsor solely by reason of being members of the Sponsor.

No material litigation or proceeding (including any proceeding involving a conviction for any misdemeanor involving a security or any aspect of the securities business, or any felony, or any administrative proceeding or any disciplinary action by self-regulatory organizations) to which the Sponsor or any of its officers was named a party, has been commenced or resolved within the past ten years.

**The Sponsor's Role**

The Sponsor arranged for the creation of the Trust. The Sponsor will provide services to the Trust, and unless waived, will be paid a Management Fee equal to an annualized 2.50% of the average daily NAV of the Trust for each year; plus the Staking Rewards, which is a variable amount equal to the periodic staking rewards of the Trust gained from staking SOL. The Management Fee will accrue daily in SOL and will be payable, at the Sponsor's sole discretion, in SOL or in U.S. dollars at the SOL Market Price in effect at the time of such payment; and the Staking Rewards will accrue in SOL at the time the SOL is issued to the Trust by the applicable staking provider and will be payable, at the Sponsor's sole discretion, in SOL. The Sponsor expects that the Trust will pay the Management Fee in monthly installments in arrears.

The Sponsor will bear the routine operational, administrative and other ordinary fees and expenses of the Trust (the "Assumed Expenses"); provided, however, that the Trust shall be responsible for any non-routine and ordinary expenses, including in addition to the Management Fee, fees and expenses such as, but not limited to, taxes and governmental charges, expenses and costs, expenses and indemnities related to any extraordinary services performed by the Sponsor (or any other Service Provider, including the Trustee) on behalf of the Trust to protect the Trust or the interests of Shareholders, indemnification expenses, fees, and expenses related to public trading on OTCQB or another secondary market ("Extraordinary Expenses").

The Sponsor will: (1) select the Trustee, Custodian, Cash Custodian, and any other Trust service providers; (2) negotiate various agreements and fees for the Trust; (3) develop a marketing plan for the Trust on an ongoing basis and prepare marketing materials regarding the Shares; (4) maintain the Trust's website; and (5) perform such other services as the Sponsor believes the Trust may require.

The Sponsor will engage the Custodian and the Cash Custodian (the "Service Providers") to assist in implementing the issuance (and redemption) process for the Trust.

The Sponsor may transfer all or substantially all of its assets to an entity that carries on the business of the Sponsor if at the time of the transfer the successor assumes all of the obligations of the Sponsor under the Trust Agreement. In such an event, the Sponsor will be relieved of all further liability under the Trust Agreement.

The Management Fee and the Staking Rewards are collectively paid by the Trust to the Sponsor as compensation for services performed under the Trust Agreement and for the Sponsor's agreement to pay the Assumed Expenses.

## **Conflicts of Interest**

### **General**

The Sponsor has not established formal procedures to resolve all potential conflicts of interest. Consequently, investors are dependent on the good faith of the respective parties subject to such conflicts to resolve them equitably. Although the Sponsor attempts to monitor these conflicts, it is extremely difficult, if not impossible, for the Sponsor to ensure that these conflicts do not, in fact, result in adverse consequences to the Trust.

Prospective investors should be aware that the Sponsor presently intends to assert that Shareholders have, by subscribing for Shares of the Trust, consented to the following conflicts of interest in the event of any proceeding alleging that such conflicts violated any duty owed by the Sponsor to investors.

### **The Sponsor**

The Sponsor has a conflict of interest in allocating its own limited resources among, when applicable, different clients and potential future business ventures, to each of which it owes fiduciary duties. Additionally, the professional staff of the Sponsor also services other affiliates of the Trust, including, Rex Shares, LLC, a company under common control with the Sponsor. Although the Sponsor and its professional staff cannot and will not devote all of its or their respective time or resources to the management of the affairs of the Trust, the Sponsor intends to devote, and to cause its professional staff to devote, sufficient time and resources to manage properly the affairs of the Trust consistent with its or their respective fiduciary duties to the Trust and others.

### **Proprietary Trading/Other Clients**

Because the officers of the Sponsor may trade SOL for their own personal trading accounts (subject to certain internal trading policies and procedures) at the same time as they are managing the account of the Trust, prospective investors should be aware that the activities of the officers of the Sponsor, subject to their fiduciary duties, may, from time-to-time, result in their taking positions in their personal trading accounts which are opposite of the positions taken for the Trust. Records of the Sponsor's officers' personal trading accounts will not be available for inspection by Shareholders.

## **5. The effect of existing or probable governmental regulations on the business.**

Please refer to "Regulatory Risks" for a discussion of the effect of existing or probable governmental regulations on the Trust's operations.

**6. An estimate of the amount spent during each of the last two fiscal years on research and development activities, and, if applicable, the extent to which the cost of such activities are borne directly by customers.**

Not applicable.

**7. Costs and effects of compliance with environmental laws (federal, state and local).**

Not applicable.

**8. The number of total employees and number of full-time employees.**

The Trust has no employees. The Sponsor had 9 employees as of December 31, 2022.

**Item 9. The nature of products or services offered.**

**A. Principal products or services, and their markets.**

The investment objective of the Trust is solely for the Shares to realize long-term capital appreciation by tracking the price of SOL tokens, the native token to the Solana Network (“SOL”) on each business day, less liabilities and expenses of the Trust. The Shares are designed as a convenient and cost-effective method for investors to gain investment exposure to SOL without making a direct investment in SOL.

**B. Distribution methods of the products or services.**

Not applicable.

**C. Status of any publicly announced new product or service.**

Not applicable.

**D. Competitive business conditions, the issuer’s competitive position in the industries, and methods of competition.**

SOL is not the only available digital asset. Other digital currencies that have been developed prior to or since the inception of SOL, including, but not limited to, Bitcoin, Ethereum, XRP, Litecoin, TDot, Cardano, Monero, EOS, Binance, Dot, and Zcash. Although a competitive digital asset could displace the market share SOL currently occupies, or a competitive blockchain could take market share from the Relay Chain, it would face significant headwinds due to the network effect and financial and intellectual investments currently enjoyed by SOL and the Solana Network as one of the market leaders. As of February 2024, SOL’s market capitalization was estimated to be approximately \$48 billion.

**E. Sources and availability of raw materials and the names of principal suppliers.**

Not applicable.

**F. Dependence on one or a few major customers.**

Not applicable.

**G. Patents, trademarks, licenses, franchises, concessions, royalty agreements or labor contracts, including their duration.**

Not applicable.

**H. The need for any government approval of principal products or services and the status of any requested government approvals.**

See the discussion set forth under the heading “Regulatory Risks.”

**Item 10. The nature and extent of the issuer’s facilities.**

The Trust is a passive entity with no operations, and the Sponsor administers and manages the Trust as described in the “Description of the Trust.” The principal office of the Sponsor is located at 1241 Post Road, 2nd Floor Fairfield, CT 06824.

**PART D. MANAGEMENT STRUCTURE AND FINANCIAL INFORMATION**

**Item 11. Company Insiders (Officers, Directors, and Control Persons)**

**A. Management of the Sponsor**

Under the Trust Agreement, all management functions of the Trust have been delegated to and are conducted by the Sponsor, its agents and its affiliates, including without limitation, the Custodian and its agents. As officers of the Sponsor, Gregory D. King, the Chief Executive Officer of the Sponsor, and Robert Rokose, the Chief Financial Officer of the Sponsor, may take certain actions and execute certain agreements and certifications for the Trust, in their capacity as the principal officers of the Sponsor.

The following individuals are the officers of the Sponsor responsible for overseeing the business and operations of the Trust:

***Gregory D. King, Chief Executive Officer***

Gregory D. King is Founder and CEO of Osprey Funds, LLC, and has served as CEO of the Sponsor since the inception of Osprey Funds in October 2018. Mr. King is the primary author of several financial industry innovations including creating the first-ever exchange-traded note (“ETN”) for Barclays in 2006. In 2009, Mr. King co-founded VelocityShares, LLC, a provider of alternative exchange-traded products (“ETPs”), partnering with Credit Suisse as product issuer. VelocityShares was acquired by Janus Capital in 2014. During his career, Mr. King has created and launched over 100 exchange-traded funds and notes for Barclays, Credit Suisse, Global X Funds, VelocityShares, Rex Shares, and Osprey Funds. Mr. King received a Master’s in Business Administration from the University of California at Davis, and is a CFA Charter holder. He has been an investor in Bitcoin since 2013.

***Robert Rokose, Chief Finance Officer***

Robert Rokose became Treasurer and CFO of the Sponsor in March 2020. He is also CFO of REX Shares, LLC. Bob has 30 years of accounting and financial services experience. His previous roles include CFO of U.S. Funds at JP Morgan Asset Management, Managing Director and CFO for PIMCO/Allianz Funds, and Assistant Vice President and Assistant Controller of publicly-held Lexington Global Asset Managers. Mr. Rokose has served as a Financial Services Consultant and has acted in that role since November 2016. From May 2014 to October 2016, Mr. Rokose was Chief Financial Officer and Treasurer of AccuShares Investment Management where he led all

financial accounting and reporting for the organization. Mr. Rokose is a Certified Public Accountant, licensed in the state of New York. He has an undergraduate degree from Pace University and a Master's of Business Administration from the University of Connecticut

**Sponsor Compensation**

The Sponsor arranged for the creation of the Trust. The Sponsor will provide services to the Trust, and unless waived, will be paid a Management Fee equal to an annualized 2.50% of the average daily NAV of the Trust for each year; plus the Staking Rewards, which is a variable amount equal to the periodic staking rewards of the Trust gained from staking SOL.

**Compensation of Directors**

Not applicable.

**Business Address**

The business address for each of the Sponsor's officers is c/o Osprey Funds, LLC, 1241 Post Road, 2nd Floor, Fairfield, CT 06824.

**Number and class of the issuer's securities beneficially owned by each such person.**

<u>Name and Address of Beneficial Owner</u>	<u>Shares of the Trust owned as of 12/31/2023</u>
Robert Rokose, Chief Finance Officer.....	67
Greg King, CEO.....	0

**B. Other Control Persons**

The Purchasers have no voting rights in the Trust or the Sponsor, and there are currently no redemption rights associated with the Trust, the Sponsor does not believe any purchasers are a control person of the Sponsor.

The number of Units beneficially owned and percentages of beneficial ownership set forth below are based on the number of Units outstanding as of March 13, 2024, and do not take into account ownership of the Units held through Cede & Co., a nominee of DTC, for which there is no publicly available information.

The Trust does have investors who are considered large Shareholders.

As of February 5, 2024:  
 Off The Chain, LP== 147,666 Shares (37%)  
 10337 Los Feliz Dr.  
 Orlando, FL 32836  
 Beneficial Owner: Brian Estes

**B. Legal/Disciplinary History**

None.

**C. Disclosure of Family Relationships**

None.

**D. Disclosure of Related Party Transactions**

None.

**E. Disclosure of Conflicts of Interest**

See “Potential Conflicts of Interest” and “Conflicts of Interest.”

**Item 12. Financial information for the issuer’s most recent fiscal period.**

The Trust’s audited financial statements for year ended December 31, 2023 are attached as Exhibit 1 to this Annual Report. The historical results presented herein are not necessarily indicative of financial results to be achieved in future periods. The Trust’s audited financial statements attached as exhibits to this Annual Report are incorporated herein by reference and are considered as part of this Annual Report.

**Item 13. Similar financial information for such part of the two preceding fiscal years as the issuer or its predecessor has been in existence.**

Such financial statements are incorporated by reference. Osprey Solana Trust financial statements for the year ended December 31, 2022 are attached in the Exhibit 1 of “Annual Report – 2022”. This report can be found in Disclosure Section of OSOL page on the OTC Markets website (<https://www.otcm Markets.com/otcapi/company/financial-report/361603/content> ).

**Item 14. The name, address, telephone number, and email address of each of the following outside providers that advise the issuer on matters relating to operations, business development and disclosure:**

**4. Independent Auditor**

Cherry Bekaert LLP  
201 E. Las Olas Blvd.  
Suite 2010  
Fort Lauderdale, FL 33301  
Telephone: (954) 556-1720

**7. Any other advisor(s) that assisted, advised, prepared or provided information with respect to this Annual Report - the information shall include the telephone number and email address of each advisor.**

Not applicable.

## **Item 15. Management’s Discussion and Analysis.**

*The following discussion and analysis of our financial condition and results of operations should be read together with, and is qualified in its entirety by reference to, our audited financial statements and related notes included elsewhere in this Annual Report, which have been prepared in accordance with GAAP. The following discussion may contain forward-looking statements based on current expectations that involve risks and uncertainties. Our actual results could differ materially from those discussed in these forward-looking statements as a result of various factors, including those set forth under “Risk Factors and Potential Conflicts of Interest,” “Cautionary Note Regarding Forward-Looking Statements” or in other sections of this Annual Report.*

### **Trust Overview**

The investment objective of the Trust is solely for the Shares to realize long-term capital appreciation by tracking the price of SOL tokens, the native token to the Solana Network (“SOL”), on each business day, less liabilities and expenses of the Trust. The Shares are designed as a convenient and cost-effective method for investors to gain investment exposure to SOL without making a direct investment in SOL.

The Trust will not be actively managed. It will not engage in any activities designed to obtain a profit from, or to ameliorate losses caused by, changes in the market prices of SOL.

Proceeds received by the Trust from the issuance and sale of Shares will be used to acquire SOL. The Trust may accrue staked, forked, or airdropped cryptocurrency coins from the Solana Network, or their respective U.S. dollar cash equivalents. Such SOL will in all cases be (1) owned by the Trust and held by the Custodian; (2) disbursed (after conversion to U.S. dollars, as applicable) to pay the Trust’s expenses; (3) distributed (after conversion to U.S. dollars, as applicable) to holders of the Trust’s Shares (“Shareholders”) in connection with the redemption of Shares, if and when redemptions of Shares are ever permitted; (4) distributed (after conversion to U.S. dollars, as applicable), to Shareholders as dividends, if and when dividends are ever paid; and (5) liquidated in the event that the Trust is terminated or as otherwise required by law or regulation.

***At this time, the Trust is not operating a redemption program for Shares and therefore Shares are not redeemable by the Trust. In addition, the Trust may halt issuances of Shares for extended periods of time.*** As a result, the value of the Shares of the Trust may not approximate, and when traded on any secondary market, the Shares may trade at a substantial premium over, or discount to, the value of the SOL held by the Trust, less the Trust’s expenses and other liabilities.

### ***Trust Expenses***

The Trust’s only ordinary recurring charge is expected to be the remuneration due to the Sponsor (the “Management Fee”). The Management Fee equals 2.50% of the Trust assets per annum. The Sponsor expects that the Trust will pay the Management Fee in monthly installments in arrears.

The Sponsor will bear the routine operational, administrative and other ordinary fees and expenses of the Trust (the “Assumed Expenses”); provided, however, that the Trust shall be responsible for any non-routine and ordinary expenses, including in addition to the Management Fee, fees and expenses such as, but not limited to, taxes and governmental charges, expenses and costs, expenses and indemnities related to any extraordinary services performed by the Sponsor (or any other

Service Provider, including the Trustee) on behalf of the Trust to protect the Trust or the interests of Shareholders, indemnification expenses, and fees and expenses related to public trading on OTCQB (“Extraordinary Expenses”).

### ***Staking Rewards***

The Sponsor is committed to supporting the Solana community and ecosystem. To this end, the Sponsor will ensure that a portion of SOL held by the Trust will be staked by the Custodian to the Solana Network (“staked”) for purposes of receiving rewards and participating in community governance programs, should they be available. SOL staked to the Solana Network receives distributions in the form of SOL. Such rewards (“Staking Rewards”) are variable and will accrue to the benefit of the Sponsor only (i.e., paid entirely, promptly by the Trust to the Sponsor as received), and will be used, in part, to cover expenses related to operating the Trust. Any staking activity will have no material impact on the investment objective of the Trust which is to track the price of SOL.

### **Review of Financial Results**

Audited financial statements for year ended December 31, 2023 are attached.

## **PART E. ISSUANCE HISTORY**

### **Item 16. List of securities offerings and Shares issued for services in the past two years.**

The Trust has only one class of outstanding equity securities. Each Share was sold for \$5.00 at inception of the Trust and afterwards Share price is determined based on NAV applicable to the day on which that subscription amount is invested.

During September 2021, the Trust began a continuous offering of an unlimited number of Shares with no par value, pursuant to Rule 506(c) under the Securities Act of 1933. All of the shares issued pursuant to this offering are “restricted securities”, subject to a minimum holding period of twelve months, unless the Trust becomes the SEC reporting entity, in which case the minimum holding period could be reduced to six months. 307,176 Shares were sold pursuant to this offering.

During October 2021, the Trust commenced an offering of Shares with no par value, up to \$10,000,000, each Share representing a fractional undivided beneficial interest in the Trust. 93,476 shares were sold to accredited investors in an offering of up to \$10,000,000 of Shares, dated October 11, 2021, registered in Connecticut and qualified in New York, pursuant to Rule 504 of Regulation D under the Securities Act of 1933 (“Rule 504 Offering”). The Rule 504 Offering closed on December 23, 2021.

As of December 31, 2023, there were 400,630 Shares issued and outstanding. 149,311 of the Shares are restricted securities that may not be resold, and 251,319 of the Shares are unrestricted securities.

The Trust is an investment trust has no limit on the number of Shares that can be issued. The Trust publishes the total number of Shares outstanding as of the end of each month on the Sponsor’s website at [www.ospreyfund.io](http://www.ospreyfund.io). The Shares offered by the Trust have not been registered under the Securities Act, or any state or other securities laws (other than the Rule 504 offering described



above that occurred during October to December 2021), were offered and sold only to Accredited Investors, and were each sold in compliance with all applicable state or other securities laws.

## **PART F. EXHIBITS**

### **Item 17. Material Contracts.**

#### **TRUST AGREEMENT**

The Trust Agreement establishes the roles, rights, and duties of the Sponsor and the Trustee.

#### **Liability of the Sponsor and Indemnification**

The Sponsor and its affiliates (each a “Covered Person”) will not be liable to the Trust or any Shareholder for any action taken, or for refraining from taking any action in good faith, having determined that such course of conduct was in the best interests of the Trust. However, the preceding liability exclusion will not protect the Sponsor against any liability resulting from its own willful misconduct, bad faith or gross negligence in the performance of its duties.

Each Covered Person will be indemnified by the Trust and held harmless against any loss, judgment, liability, expense incurred or amount paid in settlement of any claim sustained by it in connection with the Covered Person’s activities for the Trust, without fraud, gross negligence, bad faith, willful misconduct or a material breach of the Trust Agreement on the part of such indemnified party arising out of or in connection with the performance of its obligations under the Trust Agreement and under each other agreement entered into by the Sponsor in furtherance of the administration of the Trust (including, without limiting the scope of the foregoing, any Subscription Agreement) or any actions taken in accordance with the provisions of the Trust Agreement. Such indemnity shall include payment from the Trust of the costs and expenses incurred by such indemnified party in defending itself against any claim or liability in its capacity as Sponsor. Any amounts payable to an indemnified party may be payable in advance or shall be secured by a lien on the Trust. The Sponsor may, in its discretion, undertake any action that it may deem necessary or desirable in respect of the Trust Agreement and the interests of the Shareholders and, in such event, the legal expenses and costs of any such actions shall be expenses and costs of the Trust and the Sponsor shall be entitled to be reimbursed therefor by the Trust.

#### **Fiduciary and Regulatory Duties of the Sponsor**

The Sponsor is not effectively subject to the duties and restrictions imposed on “fiduciaries” under both statutory and common law. Rather, the general fiduciary duties that would apply to the Sponsor are defined and limited in scope by the Trust Agreement.

The Trust Agreement provides that, in addition to any other requirements of applicable law, no Shareholder shall have the right, power or authority to bring or maintain a derivative action, suit or other proceeding on behalf of the Trust unless two or more Shareholders who (i) are not affiliates of one another; and (ii) collectively hold at least 10% of the outstanding Shares join in the bringing or maintaining of such action, suit, or other proceeding.

Beneficial owners may have the right, subject to certain legal requirements, to bring class actions in federal court to enforce their rights under the federal securities laws and the rules and regulations promulgated thereunder by the SEC. Beneficial owners who have suffered losses in connection with the purchase or sale of their beneficial interests may be able to recover such losses from the Sponsor where the losses result from a violation by the Sponsor of the anti-fraud provisions of the federal securities laws.

### **Actions Taken to Protect the Trust**

The Sponsor may, in its own discretion, prosecute, defend, settle, or compromise actions or claims at law or in equity that it considers necessary or proper to protect the Trust or the interests of the Shareholders. The expenses incurred by the Sponsor in connection therewith (including the fees and disbursements of legal counsel) will be expenses of the Trust and are deemed to be Extraordinary Expenses. The Sponsor will be entitled to be reimbursed for the Extraordinary Expenses.

### **Successor Sponsors**

If the Sponsor is adjudged bankrupt or insolvent, the Sponsor may terminate and liquidate the Trust and distribute its remaining assets in the Sponsor's capacity as Liquidating Trustee.

### **Limitation on Trustee's Liability**

Under the Trust Agreement, the Sponsor has exclusive control of the management of all aspects of the activities of the Trust and the Trustee has only nominal duties and liabilities to the Trust. The Trustee is appointed to serve as the trustee for the sole purpose of satisfying Section 3807(a) of the Delaware Statutory Trust Act ("DSTA") which requires that the Trust have at least one trustee with a principal place of business in the State of Delaware. The duties of the Trustee are limited to (i) accepting legal process served on the Trust in the State of Delaware; and (ii) the execution of any certificates required to be filed with the Delaware Secretary of State which the Trustee is required to execute under the DSTA.

To the extent the Trustee has duties (including fiduciary duties) and liabilities to the Trust or the Shareholders under the DSTA, such duties and liabilities will be replaced by the duties and liabilities of the Trustee expressly set forth in the Trust Agreement. The Trustee will have no obligation to supervise, nor will it be liable for, the acts or omissions of the Sponsor, Custodian or any other person. Neither the Trustee, either in its capacity as Trustee or in its individual capacity, nor any director, officer, or controlling person of the Trustee is, or has any liability as, the issuer, director, officer, or controlling person of the issuer of shares. The Trustee's liability is limited solely to the express obligations of the Trustee as set forth in the Trust Agreement.

Under the Trust Agreement, the Sponsor has the exclusive management, authority, and control of all aspects of the activities of the Trust. The Trustee has no duty or liability to supervise or monitor the performance of the Sponsor, nor does the Trustee have any liability for the acts or omissions of the Sponsor. The existence of a trustee should not be taken as an indication of any additional level of management or supervision over the Trust. The management authority with respect to the Trust is vested directly in the Sponsor. The Trust Agreement provides that the

Trustee is not responsible or liable for the genuineness, enforceability, collectability, value, sufficiency, location, or existence of any of the SOL or other assets of the Trust.

### **Possible Repayment of Distributions Received by Shareholders; Indemnification by Shareholders**

The Shares are limited liability investments. Investors may not lose more than the amount that they invest plus any profits recognized on their investment. Although it is unlikely, the Sponsor may, from time to time, make distributions to the Shareholders. However, Shareholders could be required, as a matter of bankruptcy law, to return to the estate of the Trust any distribution they received at a time when the Trust was in fact insolvent or in violation of its Trust Agreement. In addition, the Trust Agreement provides that Shareholders will indemnify the Trust for any harm suffered by it as a result of Shareholders' actions unrelated to the activities of the Trust.

The foregoing repayment of distributions and indemnity provisions (other than the provision for Shareholders indemnifying the Trust for taxes imposed upon it by a state, local or foreign taxing authority, which is included only as a formality due to the fact that many states do not have statutory trust statutes therefore the tax status of the Trust in such states might, theoretically, be challenged) are commonplace in statutory trusts and limited partnerships.

### **Indemnification of the Trustee**

The Trustee and any of the officers, directors, employees and agents of the Trustee shall be indemnified by the Trust as primary obligor and held harmless against any loss, damage, liability, claim, action, suit, cost, expense, disbursement (including the reasonable fees and expenses of counsel), tax or penalty of any kind and nature whatsoever, arising out of, imposed upon or asserted at any time against such indemnified person in connection with the performance of its obligations under the Trust Agreement, the creation, operation or termination of the Trust or the transactions contemplated therein; provided, however, that the Trust shall not be required to indemnify any such indemnified person for any such expenses which are a result of the willful misconduct, bad faith or gross negligence of such indemnified person.

### **Holding of Trust Property**

The Trust will hold and record the ownership of the Trust's assets in a manner such that it will be owned for the benefit of the Shareholders for the purposes of, and subject to and limited by the terms and conditions set forth in, the Trust Agreement. Other than by issuance of the Shares, the Trust has not created, incurred or assumed, and will not create, incur or assume, any indebtedness and it has not borrowed, and will not borrow, money from or loan money to any person. The Trustee may not commingle its assets with those of any other person.

The Trustee may employ agents, attorneys, accountants, auditors, and nominees and will not be answerable for the conduct or misconduct of any such custodians, agents, attorneys, or nominees if such custodians, agents, attorneys, and nominees have been selected with reasonable care.

### **Resignation, Discharge or Removal of Trustee; Successor Trustees**

The Trustee may resign as Trustee by written notice of its election so to do, delivered to the Sponsor with at least 60 days' notice. The Sponsor may remove the Trustee in the Sponsor's discretion. If the Trustee resigns or is removed, the Sponsor, acting on behalf of the Shareholders, shall appoint a successor Trustee. The successor Trustee will become fully vested with all of the rights, powers, duties, and obligations of the outgoing Trustee.

### **Amendments to the Trust Agreement**

The Sponsor may amend the Trust Agreement without the consent of any Shareholder if the amendment does not adversely affect the interests of the Shareholders or affect the allocation of profits and losses among the Shareholders or between the Shareholders and the Sponsor. Any amendment that adversely affects the rights of Shareholders, dissolves the Trust or makes any material change to the Trust's basic investment policies or structure must be approved by the affirmative vote of Shareholders owning at least 50% of the outstanding Shares.

### **Termination of the Trust**

The Trust will dissolve if any of the following events occur:

- A U.S. federal or state regulator requires the Trust to shut down or forces the Trust to liquidate its SOL or seizes, impounds, or otherwise restricts access to Trust assets;
- the Trust is determined to be a "money service business" under the regulations promulgated by FinCEN under the authority of the U.S. Bank Secrecy Act and is required to comply with certain FinCEN regulations thereunder, and the Sponsor has made the determination that dissolution of the Trust is advisable;
- the Trust is required to obtain a license or make a registration under any state law regulating money transmitters, money services business, providers of prepaid or stored value, virtual currency business or similar entities, and the Sponsor has made the determination that dissolution of the Trust is advisable;
- any ongoing event exists that either prevents the Trust from making or makes impractical the Trust's reasonable efforts to make a fair determination of the SOL Market Price;
- any ongoing event exists that either prevents the Trust from converting or makes impractical the Trust's reasonable efforts to convert SOL to U.S. dollars;
- the filing of a certificate of dissolution or revocation of the Sponsor's charter (and the expiration of 90 days after the date of notice to the Sponsor of revocation without a reinstatement of its charter) or upon the withdrawal, removal, adjudication or admission of bankruptcy or insolvency of the Sponsor, or an event of withdrawal (each of the foregoing events an "Event of Withdrawal") unless at the time there is at least one remaining Sponsor;
- or
- the Custodian resigns or is removed without replacement.

The Sponsor may, in its sole discretion, dissolve the Trust if any of the following events occur:

- the SEC determines that the Trust is an investment company required to be registered under the 1940 Act;
- the CFTC determines that the Trust is a commodity pool under the CEA;
- the Trust becomes insolvent or bankrupt;
- all of the Trust's assets are sold;

- the determination of the Sponsor that the aggregate net assets of the Trust in relation to the operating expenses of the Trust make it unreasonable or imprudent to continue the activities of the Trust;
- the Sponsor receives notice from the IRS or from counsel for the Trust or the Sponsor that the Trust fails to qualify for treatment, or will not be treated, as a grantor trust under the Internal Revenue Code; or
- if the Trustee notifies the Sponsor of the Trustee's election to resign and the Sponsor does not appoint a successor trustee within 60 days, the Trust will dissolve.

The death, legal disability, bankruptcy, insolvency, dissolution or withdrawal of any Shareholder (as long as such Shareholder is not the sole Shareholder of the Trust) shall not result in the termination of the Trust, and such Shareholder, his estate, custodian or personal representative shall have no right to withdraw or value such Shareholder's Shares. Each Shareholder (and any assignee thereof) expressly agrees that in the event of his death, he waives on behalf of himself and his estate, and he directs the legal representative of his estate and any person interested therein to waive the furnishing of any inventory, accounting or appraisal of the assets of the Trust and any right to an audit or examination of the books of the Trust, except for such rights as are set forth in Article VIII of the Trust Agreement relating to the books of account and reports of the Trust.

Upon dissolution of the Trust and surrender of Shares by the Shareholders, Shareholders will receive a distribution in U.S. dollars or SOL or both, at the sole discretion of the Sponsor, after the Sponsor has sold the Trust's SOL and has paid or made provision for the Trust's claims and obligations.

### **Governing Law; Consent to Jurisdiction**

The Trust Agreement and the rights of the Sponsor, Trustee and Shareholders under the Trust Agreement are governed by the laws of the State of Delaware. The Sponsor, the Trustee and, by accepting Shares, each Shareholder consent to the jurisdiction of the courts of the State of New York and any federal courts located in the borough of Manhattan in New York City.

### **CUSTODIAL SERVICES AGREEMENT**

The Custodial Services Agreement (the "Custodian Agreement") establishes the rights and responsibilities of the Custodian.

Coinbase Custody Trust Company, LLC ("Custodian") serves as the Custodian. Coinbase is a fiduciary and qualified custodian under New York Banking Law and is licensed by the State of New York to custody digital assets. Coinbase is regularly audited and subject to the capital reserve requirements and compliance standards of a traditional financial institution.

### **Access to the SOL Account; Deposits, Withdrawals and Storage**

The digital assets owned by the Trust are controlled by the Custodian and secured in a segregated custody account. The segregated custody account allows for the transfer of ownership or control of the Trust's Digital assets, on the Trust's behalf, including the withdrawal of digital assets to pay the Trust's expenses. All digital asset private keys are stored in offline storage, or "cold" storage. "Cold" storage is a safeguarding method by which the private keys corresponding to digital assets

are disconnected and/or deleted entirely from the internet. As a result of digital assets being stored in “cold” storage, any withdrawal and subsequent transaction request to the Custodian by the Trust requires up to twenty-four (24) hour notice to process. Such time delay between the withdrawal request and processing of the withdrawal may negatively impact the price of the digital asset upon sale. The Custodian provides the Trust with monthly account statements. The Custodian is independent from the Sponsor.

The Custodian has been engaged to keep in safe custody the Trust’s digital assets. The Custodial Account will be controlled at all times by or on behalf of the Custodian.

The Custodian will provide the Sponsor with the information that is necessary for investors to make deposits to the Custodial Account. To support the Trust’s ordinary course deposits and withdrawals, which involve deposits from and withdrawals to SOL accounts owned by investors, the Custodian’s services will allow the Sponsor to receive a Solana Network address for deposits by investors, and to initiate withdrawals to Solana Network addresses controlled by investors. The Custodian will credit all SOLs properly authorized by the Trust or the Sponsor to the Custodial Account.

The Custodian will only allow withdrawals of SOL from the Custodial Account by authorized representatives of the Sponsor or the Trust and upon receipt of proper instructions. The Custodian may take steps that it determines, in its sole discretion, may be necessary or advisable to inspect and protect the security of the assets in the Trust’s accounts, whether digital or otherwise.

### **Standard of Care; Limitations of Liability**

Although the Custodian will act on instructions from the Sponsor in a reasonable and proper manner, the Trust shall use the Custodian’s service on an “as is” basis. The Custodian makes no warranties as to its services, and expressly disclaims any warranties unless implied or statutory, including non-infringement, merchantability or fitness for a particular purpose. The Custodian makes no representation or warranty that access to its website, any part of its custodial services, or any of the materials contained therein, will be continuous, uninterrupted, or timely; be compatible or work with any software system or other services; or be secure, complete, free of harmful code, or error-free. The Custodian is responsible for losses from the Custodian’s own error in executing a transaction (e.g., if Sponsor provides the correct destination address for executing a withdrawal instruction, but the Custodian erroneously sends the Trust’s SOLs to another destination address).

The Custodian’s limitation of liability under the Trust agreement shall be the lesser of: (a) the replacement cost of any assets in the Custodian Account; and (b) the market value of the assets at the time of events giving rise to the liability (as calculated at the average U.S. dollar price at the time of the loss, of the three (3) largest exchanges by trailing thirty day volume which offer the relevant digital asset U.S. dollar trading pair; or \$100,000,000.00 (one-hundred million dollars). Further, the Custodian is not liable for any lost profits or any special, incidental, indirect, intangible or consequential damages, whether based in contract, tort, negligence, strict liability, or otherwise arising out of or in connection with unauthorized use of the Coinbase Custody Site or the Coinbase Custodial Services (as each is defined in the Custodial Services Agreement), whether or not the Custodian had been advised of the possibility of such damages. Pursuant to the Custodial Services Agreement, the Custodian is not responsible for the services provided by the Solana Network, such as verifying and confirming transactions that are submitted to the Solana Network. Furthermore, the Custodian

cannot cancel or reverse a transaction that has been submitted to the Solana Network. To the extent the Custodian does not cause or contribute to a loss that the Trust or Sponsor suffers in connection with any SOL transaction initiated pursuant to the Custodian's services, the Custodian will have no liability for such loss.

Through an addendum to the Custodial Services Agreement, the Custodian will be responsible for staking a portion of the Trust's SOL to the Solana Network (either directly or through an affiliate). Under the applicable agreements, the staking provider will provide an availability commitment of not less than 99.0%.

### **Indemnity**

Under the Custodial Services Agreement, each of the Trust and the Custodian agree to indemnify the other, and each of its affiliates, or its respective officers, directors, employees and representatives harmless from any third-party claim or third-party demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of a party's (1) breach of the Custodial Services Agreement; (2) breach of the confidentiality obligations under or in connection with the Custodial Services Agreement (3) violation of any law, rule or regulation or the rights of any third party; or (4) gross negligence, fraud, or willful misconduct.

### **Modification of Agreement**

The Agreement may be modified or amended only upon a written agreement signed by both the Custodian and the Trust.

### **Governing Law; Consent to Jurisdiction**

The Custodian Agreement is governed by New York law.

### **Item 18. Articles of Incorporation and Bylaws.**

Attached as an exhibit hereto is a copy of the Amended and Restated Declaration of Trust and Trust Agreement of Osprey Solana Trust, dated as of June 1, 2022, the Amendment No.1 to Trust Agreement dated December 1, 2022 and Amendment No. 2 dated March 15, 2023.

### **Item 19. Purchases of Equity Securities by the Issuer and Affiliated Purchasers.**

Not applicable.

## Item 20. Issuer Certifications

I, Robert Rokose, certify that:

1. I have reviewed this Annual Report of Osprey Solana Trust.
2. Based on my knowledge, this Annual Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Annual Report; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this Annual Report, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this Annual Report.

Date: March 19, 2024

/s/ Robert J. Rokose

By: Robert J. Rokose

Title: (Chief Financial Officer) of  
Osprey Funds, LLC



I, Gregory D. King, certify that:

1. I have reviewed this Annual Report of Osprey Solana Trust.
2. Based on my knowledge, this Annual Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Annual Report; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this Annual Report, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this Annual Report.

Date: March 19, 2024

/s/ Gregory D. King

By: Gregory D. King

Title: (Chief Executive Officer) of  
Osprey Funds, LLC

## **Exhibit 1**

Audited Financial Statements for the year ended December 31, 2023.



**Osprey Solana Trust**  
**Financial Statements**

**December 31, 2023**

# Osprey Solana Trust

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## Report of Independent Auditor

To the Investors and Sponsor  
Osprey Solana Trust

### Opinion

We have audited the accompanying financial statements of Osprey Solana Trust (the “Trust”), which comprise the statement of assets and liabilities and schedule of investment as of December 31, 2023, and the related statements of operations, changes in net assets for each of the years in the two-year period ended December 31, 2023, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Trust as of December 31, 2023, and the results of its operations and its cash flows for each of the years in the two-year period then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

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

### Responsibilities of Management for the Financial Statements

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

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

### Auditor’s Responsibilities for the Audit of the Financial Statements

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

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

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

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

*Cherry Bekaert LLP*

Fort Lauderdale,  
Florida March 19, 2024

**Osprey Solana Trust**  
**Statements of Assets and Liabilities**  
**December 31, 2023 and December 31, 2022**

(Amounts in U.S. dollars, except shares issued and outstanding)

	December 31, 2023	December 31, 2022
<b>Assets</b>		
Investment in SOL, at fair value (cost \$24,851,358 and \$20,098,947, respectively), including \$19,644,274 and \$1,281,064 staked SOL, respectively	\$ 20,377,364	\$ 1,281,064
Cash	100,367	250
Other assets	8,146	-
Total assets	<u>20,485,877</u>	<u>1,281,314</u>
<b>Liabilities</b>		
Subscription received in advance	100,000	-
Staking rewards payable to Sponsor	74,717	7,992
Management Fee payable	34,301	-
Due to Sponsor	370	18,506
Other payable	-	2,835
Total liabilities	<u>209,388</u>	<u>29,333</u>
<b>Net assets</b>	<u>\$ 20,276,489</u>	<u>\$ 1,251,981</u>
<b>Net assets</b>		
Paid-in capital	\$ 26,038,455	\$ 20,088,530
Redemptions	(237)	-
Accumulated net investment loss	(167,311)	(20,964)
Accumulated net realized loss on investment in SOL	(1,100,014)	-
Accumulated net change in unrealized depreciation on investment in SOL	(4,494,404)	(18,815,585)
	<u>\$ 20,276,489</u>	<u>\$ 1,251,981</u>
Shares issued and outstanding, no par value (unlimited Shares authorized)	<u>400,630</u>	<u>252,986</u> <sup>(1)</sup>
Net asset value per Share	<u>\$ 50.61</u>	<u>\$ 4.95</u> <sup>(1)</sup>

<sup>(1)</sup> Shares and net asset value per share have been adjusted retroactively to reflect the 1:20 reverse stock split effective March 24, 2023. See Note 2.

The accompanying notes are an integral part of these financial statements.

**Osprey Solana Trust**  
**Schedules of Investment**  
**December 31, 2023 and December 31, 2022**

(Amounts in U.S. dollars, except units)

**December 31, 2023**

	<u>Units</u>	<u>Fair Value</u>	<u>Percentage of Net Assets</u>
Investment in SOL * (cost \$24,851,358)	<u>194,403.40</u>	<u>\$ 20,377,364</u>	<u>100 %</u>
Liabilities, less cash and other assets		<u>(100,875)</u>	<u>(0) %</u>
Net assets		<u>\$ 20,276,489</u>	<u>100 %</u>

\* amount includes \$19,644,274 of staked SOL as discussed in Notes 2 and 3.

**December 31, 2022**

	<u>Units</u>	<u>Fair Value</u>	<u>Percentage of Net Assets</u>
Investment in SOL * (cost \$20,098,947)	<u>129,925.40</u>	<u>\$ 1,281,064</u>	<u>102 %</u>
Liabilities, less cash		<u>(29,083)</u>	<u>(2) %</u>
Net assets		<u>\$ 1,251,981</u>	<u>100 %</u>

\* amount includes \$1,281,064 of staked SOL as discussed in Notes 2 and 3.

The accompanying notes are an integral part of these financial statements.



**Osprey Solana Trust**  
**Statements of Operations**  
**For the years ended December 31, 2023 and 2022**

(Amounts in U.S. dollars)

	<u>Year ended December 31, 2023</u>	<u>Year ended December 31, 2022</u>
<b>Investment income</b>		
<b>Income</b>		
Staking rewards revenue	\$ 235,170	\$ 347,388
Other income	75	-
Total income	<u>235,245</u>	<u>347,388</u>
<b>Expenses</b>		
Staking rewards owed to the Sponsor	235,170	347,388
Management fee	96,532	165,066
Professional fees and other	49,890	21,091
Total expenses	<u>381,592</u>	<u>533,545</u>
Management fee waived by the Sponsor	-	(165,066)
<b>Net expenses</b>	<u>381,592</u>	<u>368,479</u>
<b>Net investment loss</b>	<u>(146,347)</u>	<u>(21,091)</u>
<b>Net realized loss and net change in unrealized appreciation (depreciation) on investment in SOL</b>		
Net realized loss on investment in SOL	(1,100,014)	-
Net change in unrealized appreciation (depreciation) on investment in SOL	<u>14,321,181</u>	<u>(17,157,632)</u>
<b>Total net realized loss and net change in unrealized appreciation (depreciation) on investment in SOL</b>	<u>13,221,167</u>	<u>(17,157,632)</u>
<b>Net (decrease) increase in net assets resulting from operations</b>	<u>\$ 13,074,820</u>	<u>\$ (17,178,723)</u>

The accompanying notes are an integral part of these financial statements.

**Osprey Solana Trust**  
**Statements of Changes in Net Assets**  
**For the years ended December 31, 2023 and 2022**

(Amounts in U.S. dollars, except shares issued and outstanding)

	<u>Year ended December 31, 2023</u>	<u>Year ended December 31, 2022</u>
<b>Increase (decrease) in net assets from operations</b>		
Net investment loss	\$ (146,347)	\$ (21,091)
Net realized loss on investment in SOL	(1,100,014)	-
Net change in unrealized appreciation (depreciation) on investment in SOL	14,321,181	(17,157,632)
Net (decrease) increase in net assets resulting from operations	<u>13,074,820</u>	<u>(17,178,723)</u>
<b>Increase in net assets from capital transactions</b>		
Subscriptions	5,949,925	3,000,000
Redemptions	(237)	-
Net increase in net assets resulting from capital transactions	<u>5,949,688</u>	<u>3,000,000</u>
Net (decrease) increase in net assets	<u>19,024,508</u>	<u>(14,178,723)</u>
Net assets at the beginning of the year	<u>1,251,981</u>	<u>15,430,704</u>
Net assets at the end of the year	<u>\$ 20,276,489</u>	<u>\$ 1,251,981</u>
<b>Change in shares issued and outstanding</b>		
Shares issued and outstanding at the beginning of the year	252,986 <sup>(1)</sup>	179,545 <sup>(1)</sup>
Subscriptions	147,666	73,441 <sup>(1)</sup>
Redemptions	(22) <sup>(2)</sup>	-
Shares issued and outstanding at the end of the year	<u>400,630</u>	<u>252,986 <sup>(1)</sup></u>

<sup>(1)</sup> Shares have been adjusted retroactively to reflect the 1:20 reverse stock split effective March 24, 2023. See Note 2.

<sup>(2)</sup> Partial shares redemptions in connection with reverse split. See Note 2.

The accompanying notes are an integral part of these financial statements.

# Osprey Solana Trust

## Notes to the Financial Statements

### As of December 31, 2023

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#### 1. Organization

Osprey Solana Trust (the “Trust” or “Fund”) is a Delaware Statutory Trust that was formed on June 8, 2021 and commenced operations on September 8, 2021, and is governed by the Amended and Restated Declaration of Trust and Trust Agreement dated June 1, 2022, as amended by the Amendment No. 1 dated December 1, 2022, and Amendment No. 2 dated March 15, 2023 (the “Trust Agreement”). In general, the Trust holds the cryptocurrency Solana (“SOL”) and, from time to time, issues common shares of fractional undivided beneficial interest (“Shares”) in exchange for SOL. The investment objective of the Trust is solely for the Shares to realize long-term capital appreciation by tracking the price of SOL tokens, the native token to the Solana Network, less liabilities and expenses of the Trust. The Shares are designed as a method for investors to gain investment exposure to SOL, similar to a direct investment in SOL.

Osprey Funds, LLC (the “Sponsor”) acts as the sponsor of the Trust. Other funds under the Osprey name are also managed by the Sponsor. The Sponsor is responsible for the day-to-day administration of the Trust pursuant to the provisions of the Trust Agreement. The Sponsor is responsible for preparing and providing annual reports on behalf of the Trust to investors and is also responsible for selecting and monitoring the Trust’s service providers. As partial consideration for the Sponsor’s services, the Trust assigns staking rewards to the Sponsor and expects to pay the Sponsor a management fee (collectively, “Sponsor’s Fee”) as discussed in Notes 2 and 5.

Coinbase Custody Trust Company, LLC, the custodian of the Trust (the “Custodian”), is responsible for safeguarding the SOL held by the Trust. The Custodian (directly, or through an affiliate) is also responsible for administering the coordination, execution, and reward management associated with Staking services to the Trust. Delaware Trust Company serves as the trustee (the “Trustee”) of the Trust.

The transfer agent for the Trust (the “Transfer Agent”) is Continental Stock Transfer & Trust Company.

#### 2. Summary of Significant Accounting Policies

##### Basis of Presentation

The financial statements are expressed in U.S. dollars and have been prepared in accordance with generally accepted accounting principles in the United States (“GAAP”). The Trust qualifies as an investment company for accounting purposes pursuant to the accounting and reporting guidance under Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) *Topic 946, Financial Services – Investment Companies*. The Trust is not registered with the U.S. Securities and Exchange Commission (“SEC”) under the Investment Company Act of 1940.

##### Use of Estimates

GAAP requires management to make estimates and assumptions that affect the reported amounts in the financial statements and accompanying notes. The most significant estimate in the financial statements is the fair value of investments.

# Osprey Solana Trust

## Notes to the Financial Statements

### As of December 31, 2023

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Actual results could differ from those estimates and these differences could be material.

#### Cash

Cash is received by the Trust and held for investment in SOL. At times, bank deposits may be in excess of federally insured limits. Pursuant to the Statement of Cash Flows Topic of the Codification, the Trust qualifies for an exemption from the requirement to provide a statement of cash flows and has elected not to provide a statement of cash flows.

#### Subscriptions and Redemptions of Shares

Proceeds received by the Trust from the issuance and sale of Shares consist of SOL deposits, or their respective U.S. dollar cash equivalents. Such SOL (or cash equivalent) will only be (1) owned by the Trust and held by the Custodian (or, if cash, used by the Sponsor to purchase SOL to be held by the Custodian); (2) disbursed (or converted to U.S. dollars, if necessary) to pay the Trust's expenses; (3) distributed to Shareholders; or (4) liquidated in the event that the Trust terminates or as otherwise required by law or regulation.

During September 2021, the Trust began a continuous offering of an unlimited number of Shares with no par value, pursuant to Rule 506(c) of the Securities Act of 1933. All of the shares issued pursuant to this offering are "restricted securities", subject to a minimum holding period of twelve months, unless the Trust becomes an SEC reporting entity, in which case the minimum holding period could be reduced to six months. 307,176 Shares were sold pursuant to this offering.

During October 2021, the Trust commenced an offering of Shares with no par value, up to \$10,000,000, each Share representing a fractional undivided beneficial interest in the Trust. 93,476 shares were sold to accredited investors in an offering of up to \$10,000,000 of Shares, dated October 11, 2021, registered in Connecticut and qualified in New York, pursuant to Rule 504 of Regulation D of the Securities Act of 1933 ("Rule 504 Offering"). The Rule 504 Offering closed on December 23, 2021.

On June 15, 2022, the Trust's Shares began trading on the OTCQB Market, operated by OTC Markets Group, Inc., under the ticker symbol "OSOL".

On March 24, 2023 the Sponsor effected a 1-for-20 reverse stock split, where Shareholders received one Share of the Trust for every twenty Shares held as of the conversion date. Shareholders who would have otherwise been entitled to fractional shares as a result of the reverse stock split received a cash payment in lieu of receiving fractional shares. Fractional shares redemptions amounted to 22 Shares with a value of \$237. The Shares that were issued in the Rule 506 Offering and the Rule 504 Offering were adjusted retroactively to reflect the reverse split.

As of December 31, 2023, there were 400,630 Shares issued and outstanding. 149,311 of the Shares are restricted securities that may not be resold and 251,319 of the Shares are unrestricted securities.

The Trust conducts its transactions in SOL, including receiving SOL for the creation of Shares, and

# Osprey Solana Trust

## Notes to the Financial Statements

### As of December 31, 2023

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delivering SOL in connection with the redemption of Shares (if a redemption program were to be established), and for the payment of the Sponsor's Fee. The Trust does not buy or sell SOL for the purpose of seeking trading profits. The Trust is currently not redeeming Shares.

Any references to Units or Unitholders refer to Shares or Shareholders, respectively; the former were used in the period prior to the issuance of the revised private placement memorandum of June 15, 2022.

#### Investment Transactions and Revenue Recognition

The Trust identifies SOL as an "other investment" in accordance with ASC 946. The Trust records investment transactions on a trade date basis and changes in fair value are reflected as the net change in unrealized appreciation or depreciation on investment. Realized gains and losses are calculated using a specific identification method. Realized gains and losses are recognized in connection with transactions, including settling obligations for the Sponsor's Fee in SOL.

#### Management Fees

In consideration for the management services provided to the Trust, the Sponsor receives from the Trust a management fee (the "Management Fee") payable monthly in arrears in an amount equal to 1/12<sup>th</sup> of 2.5% (2.5% per annum) of the Trust assets.

#### Staked SOL and Staking Rewards

The Sponsor is committed to supporting the Solana community and ecosystem. To this end, the Sponsor will ensure that substantially all of SOL held by the Trust will be bonded by the Custodian to the Solana Network ("staked") for purposes of running a node or multiple nodes on the network. SOL staked to the Solana Network receives network inflation and transaction fees in the form of SOL ("Staking Rewards"). Staking Rewards are variable and will accrue to the benefit of the Sponsor only (i.e., paid entirely, promptly by the Trust to the Sponsor as received) and will be used, in part, to cover expenses related to operating the Trust.

Under current Solana network protocols, staked SOL is subject to a "cooldown" period that generally lasts between 2 and 8 days, and an additional 2-day lock-up period, known as "unbonding" and, therefore, cannot be immediately withdrawn.

Staking rewards are earned by the Trust in SOL, which is non-cash consideration, as the validator with whom the Trust has staked its SOL validates transactions on the Solana Network. The Trust has concluded that the validator is the principal to the validation activities giving rise to the staking rewards and, therefore, the Trust recognizes only the net amount (i.e., net of the staking rewards retained by the validator) of SOL to which it is entitled for staking its SOL with the validator. SOL staking rewards are measured at fair value on the date received, which does not materially differ from the fair value at contract inception. The SOL is concurrently recognized as an expense equal to the amount of revenue recorded and a payable to the Sponsor. The liability is paid to the Sponsor on a date determined by the Sponsor at its discretion.

# Osprey Solana Trust

## Notes to the Financial Statements

### As of December 31, 2023

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#### Trust Expenses

In accordance with its Trust Agreement, the Sponsor will bear the routine operational, administrative and other ordinary fees, and expenses of the Trust (the “Assumed Expenses”) provided, however, that the Trust shall be responsible for any non-routine and extraordinary expenses, including, in addition to the Sponsor’s Fee, fees and expenses such as, but not limited to, taxes and governmental charges, expenses and indemnities related to any extraordinary services performed by the Sponsor (or any other Service Provider, including the Trustee) on behalf of the Trust to protect the Trust or the interests of Shareholders, indemnification expenses, fees, and expenses related to public trading on OTC Markets (“Extraordinary Expenses”).

#### Fair Value Measurements

The Trust's investment in SOL is stated at fair value in accordance with ASC 820-10 “*Fair Value Measurements*”, which outlines the application of fair value accounting. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e., the “exit price”) in an orderly transaction between market participants at the measurement date. ASC 820-10 requires the Trust to assume that SOL is sold in its principal market to market participants or, in the absence of a principal market, the most advantageous market. A principal market is the market with the greatest volume and level of activity for SOL, and the most advantageous market is defined as the market that maximizes the amount that would be received to sell the asset or minimizes the amount that would be paid to transfer the liability, after taking into account transaction costs. The principal market is generally selected based on the most liquid and reliable exchange (including consideration of the ability for the Trust to access the specific market, either directly or through an intermediary, at the end of each period).

GAAP utilizes a fair value hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are those that market participants would use in pricing the asset or liability based on market data obtained from sources independent of the Trust. Unobservable inputs reflect the Trust's assumptions about the inputs market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

The fair value hierarchy is categorized into three levels based on the inputs as follows:

- Level 1 – Valuations based on unadjusted quoted prices in active markets for identical assets or liabilities the Trust has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, these valuations do not entail a significant degree of judgment.
- Level 2 – Valuations based on quoted prices in markets that are not active or for which significant inputs are observable, either directly or indirectly.

# Osprey Solana Trust

## Notes to the Financial Statements

### As of December 31, 2023

- Level 3 – Valuations based on inputs that are unobservable and significant to the overall fair value measurement.

The availability of valuation techniques and observable inputs can vary by investment. To the extent valuations are based on sources that are less observable or unobservable in the market, the determination of fair value requires more judgment. Fair value estimates do not necessarily represent the amounts that may be ultimately realized by the Trust.

#### Definition of Net Asset Value

The net asset value (“NAV”) of the Trust is used by the Trust in its day-to-day operations to measure the net value of the Trust’s assets. NAV is calculated on each business day and is equal to the aggregate value of the Trust’s assets less its liabilities (which include accrued but unpaid fees and expenses, both estimated and finally determined), based on the SOL market price. In calculating the value of the SOL held by the Trust on any business day, the Trust will use the market price as of 4:00 p.m. New York time. The Trust will also calculate the NAV per Share of the Trust daily, which equals the NAV of the Trust divided by the number of outstanding Shares (the “NAV per Share”).

### 3. Fair Value of SOL

The investment measured at fair value on a recurring basis and categorized using the three levels of fair value hierarchy consisted of the following as of December 31, 2023 and December 31, 2022:

December 31, 2023	Number of SOL	Per SOL Fair Value	Amount at Fair Value	Fair Value Measurement Category		
				Level 1	Level 2	Level 3
Investment in SOL	194,403.40	\$ 104.82	\$ 20,377,364	\$ -	\$ 20,377,364	\$ -
December 31, 2022	Number of SOL	Per SOL Fair Value	Amount at Fair Value	Fair Value Measurement Category		
				Level 1	Level 2	Level 3
Investment in SOL	129,925.40	\$ 9.86	\$ 1,281,064	\$ -	\$ 1,281,064	\$ -

The Trust determined the fair value per SOL using the price provided at 4:00 p.m., New York time, by the principal market.

As of December 31, 2023 and December 31, 2022, approximately 187,410 SOL, and 129,925 SOL was staked and valued at \$19,644,274, and \$1,281,064, respectively.

Staking rewards and Management fee payable are recorded in SOL and converted into U.S. dollars using the fair value of SOL as of the reporting date. The fluctuations arising from the effect of changes in liability denominated in SOL are included with the net realized or unrealized appreciation or depreciation on investment in SOL in the statements of operations.

**Osprey Solana Trust**  
**Notes to the Financial Statements**  
**As of December 31, 2023**

The following represents the changes in quantity and the respective fair value of SOL for the year ended December 31, 2023:

	<u>SOL</u>	<u>Fair Value</u>
<b>Balance at January 1, 2023</b>	129,925.40	\$ 1,281,064
SOL received for Staking Rewards	7,925.56	235,170
SOL distributed for Staking Rewards, related party	(8,023.33)	(205,603)
SOL distributed for Management fee, related party	(2,863.65)	(76,141)
SOL distributed for other fees	(3,797.16)	(79,122)
SOL received for subscriptions	71,248.20	5,950,000
SOL distributed for redemptions	(11.62)	(237)
Net realized loss on investment in SOL	-	(1,071,656)
Net change in unrealized appreciation on investment in SOL	-	14,343,889
<b>Balance at December 31, 2023</b>	<u>194,403.40</u>	<u>\$ 20,377,364</u>

Net realized loss on the transfer of SOL to pay expenses for the year ended December 31, 2023, was \$1,100,014, which includes \$1,071,656 net realized loss on investment in SOL, and \$28,358 net realized loss resulted from the changes in liabilities denominated in SOL. Net change in unrealized appreciation on investment in SOL for the year ended December 31, 2023, was \$14,321,181, which includes net change in unrealized appreciation on investment in SOL of \$14,343,889, and \$22,708 net unrealized depreciation due to changes in value of liabilities denominated in SOL.

The following represents the changes in quantity and the respective fair value of SOL for the year ended December 31, 2022:

	<u>SOL</u>	<u>Fair Value</u>
<b>Balance at January 1, 2022</b>	92,043.28	\$ 15,486,282
SOL received for subscriptions	37,401.82	3,000,000
SOL received for Staking Rewards	6,526.90	347,388
SOL distributed for Staking Rewards, related party	(6,046.60)	(329,937)
Net realized loss on investment in SOL	-	(68,572)
Net change in unrealized depreciation on investment in SOL	-	(17,154,097)
<b>Balance at December 31, 2022</b>	<u>129,925.40</u>	<u>\$ 1,281,064</u>

Net realized loss on the transfer of SOL to pay expenses for the year ended December 31, 2022, was \$0, which includes \$68,572 net realized loss on investment in SOL, and \$68,572 net realized gain resulted from the changes in liabilities denominated in SOL. Net change in unrealized depreciation on investment in SOL for the year ended December 31, 2022, was \$17,157,632, which includes net change in unrealized depreciation on investment in SOL of \$17,154,097, and \$3,535 net unrealized depreciation due to changes in value of liabilities denominated in SOL.

**4. Income Taxes**

The Trust is a grantor trust for U.S. federal income tax purposes. Accordingly, the Trust will not be subject to U.S. federal income tax. Rather, each beneficial owner of Shares will be treated as directly



# Osprey Solana Trust

## Notes to the Financial Statements

### As of December 31, 2023

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owning its pro rata share of the Trust's assets and a pro rata portion of the Trust's income, gain, losses, and deductions will "flow through" to each beneficial owner of Shares.

In accordance with GAAP, the Trust has defined the threshold for recognizing the benefits of tax return positions in the financial statements as "more-likely-than-not" to be sustained by the applicable taxing authority and requires measurement of a tax position meeting the "more-likely-than-not" threshold, based on the largest benefit that is more than 50% likely to be realized. As of December 31, 2023 and December 31, 2022, the Trust did not have a liability for any unrecognized tax amounts for uncertain tax positions related to federal, state, and local income taxes.

However, the conclusions concerning the determination of "more-likely-than-not" tax positions may be subject to review and adjustment at a later date based on factors including, but not limited to, further implementation guidance, and on-going analyses of and changes to tax laws, regulations, and interpretations thereof.

The Sponsor of the Trust has evaluated whether or not there are uncertain tax positions that require financial statement recognition and has determined that no reserves for uncertain tax positions related to federal, state, and local income taxes existed as of December 31, 2023 or December 31, 2022. The tax years 2023, 2022, and 2021 are subject to examination by taxing authorities.

#### 5. Related Parties

The Sponsor pays certain expenses on behalf of, and is reimbursed by, the Trust. For the year ended December 31, 2023, and 2022 the Trust reimbursed the Sponsor the expenses in the amount of \$79,122 and \$0 respectively. As of December 31, 2023 and December 31, 2022, \$370 and \$18,506 of expenses remain payable to the Sponsor, respectively, which are recorded as due to the Sponsor in the accompanying statements of assets and liabilities.

For the year ended December 31, 2023, and 2022, the Trust incurred Management Fees of \$96,532 and \$165,066, respectively, of which \$0 and \$165,066 was waived by the Sponsor, respectively. As of December 31, 2023 and December 31, 2022, there were unpaid Management Fees of \$34,301 and \$0, respectively, which are recorded as management fee payable in the accompanying statements of assets and liabilities.

For the year ended December 31, 2023, and 2022 the Trust received Staking Rewards in the amount of 7,926 SOL, and 6,527 SOL, respectively; and distributed 8,023 SOL and 6,047 SOL to the Sponsor, respectively. As of December 31, 2023 and December 31, 2022, 713 SOL and 811 SOL remains payable, respectively, and is valued at \$74,717 and \$7,992 in the statement of assets and liabilities, respectively.

Certain shareholders are related parties of the Trust. The aggregate number of Shares owned by related parties is 67, valued at \$3,391, and 67, valued at \$333 at December 31, 2023 and December 31, 2022, respectively.

# Osprey Solana Trust

## Notes to the Financial Statements

### As of December 31, 2023

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#### 6. Risks and Uncertainties

##### *Investment in SOL*

The Trust is subject to various risks including market risk, liquidity risk, and other risks related to its concentration in a single asset, SOL. Investing in SOL is currently unregulated, highly speculative, and volatile.

The net asset value of the Trust relates primarily to the value of SOL held by the Trust and fluctuations in the price of SOL could materially and adversely affect an investment in the Shares of the Trust. The price of SOL has a limited history. During such history, SOL prices have been volatile and subject to influence by many factors including the levels of liquidity.

If SOL exchanges continue to experience significant price fluctuations, the Trust may experience losses. Several factors may affect the price of SOL, including, but not limited to, global SOL supply and demand, theft of SOL from global exchanges or vaults, and competition from other forms of digital currency or payment services.

At any given time, substantially all of the SOL held by the Trust will be staked. Staking is a discretionary activity that supports the operation and governance of the Solana Network. Staking has a low but inherent risk of permanent loss of SOL held by the Trust which would have a negative impact on the value of the Shares. Loss, known as “slashing”, can occur due to a failure by the Custodian (or its affiliated staking provider) to properly manage the staked SOL.

The Custodian has agreed to fully compensate the Trust for the amount of slashing of the Trust’s SOL bonded to the Solana Network by the Custodian or the Custodian’s affiliated staking provider by providing, at the Custodian’s discretion, the Trust with the equivalent number of slashed digital assets or the fair market value of such slashed assets.

The SOL held by the Trust are commingled and the Trust’s Shareholders have no specific rights to any specific SOL. In the event of the insolvency of the Trust, its assets may be inadequate to satisfy a claim by its Shareholders.

There is currently no clearing house for SOL, nor is there a central or major depository for the custody of SOL. There is a risk that some or all of the Trust’s SOL could be lost or stolen. The Trust does not have insurance protection on its SOL which exposes the Trust and its Shareholders to the risk of loss of the Trust’s SOL. Further, SOL transactions are irrevocable.

Stolen or incorrectly transferred SOL may be irretrievable. As a result, any incorrectly executed SOL transactions could adversely affect an investment in the Trust.

# Osprey Solana Trust

## Notes to the Financial Statements

### As of December 31, 2023

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To the extent private keys for SOL addresses are lost, destroyed, or otherwise compromised and no backup of the private keys are accessible, the Trust may be unable to access the SOL held in the associated addresses and the private keys will not be capable of being restored. The processes by which SOL transactions are settled are dependent on the SOL peer-to-peer network, and as such, the Trust is subject to operational risk. A risk also exists with respect to previously unknown technical vulnerabilities, which may adversely affect the value of SOL.

As digital assets like SOL have grown in popularity and market size, various countries and jurisdictions have begun to develop regulations governing the digital assets industry. Regulators are concerned such a large unregulated person-to-person global economy could potentially enable individuals to evade taxes or launder money. To the extent future regulatory actions or policies limit the ability to exchange SOL or utilize SOL for payments, the demand for SOL could be reduced.

Furthermore, regulatory actions may limit the ability of end-users to convert SOL into fiat currency or use SOL to pay for goods and services. Such regulatory actions or policies would result in a reduction of demand, and in turn, a decline in the underlying unit price of SOL. The effect of any future regulatory change on the Trust or SOL in general is not possible to predict, but such change could be substantial and adverse to the Trust and the value of the Trust's investments in SOL.

#### *The Custodian*

The digital assets owned by the Trust are controlled by the Custodian and secured in a segregated custody account. The segregated custody account allows for the transfer of ownership or control of the Trust's Digital assets, on the Trust's behalf, including the withdrawal of digital assets to pay the Trust's expenses. All digital asset private keys are stored in offline storage, or "cold" storage. "Cold" storage is a safeguarding method by which the private keys corresponding to digital assets are disconnected and/or deleted entirely from the internet. As a result of digital assets being stored in "cold" storage, any withdrawal and subsequent transaction request to the Custodian by the Trust requires up to twenty-four (24) hour notice to process. Such time delay between the withdrawal request and processing of the withdrawal may negatively impact the price of the digital asset upon sale. The Custodian provides the Trust with monthly account statements. The Custodian is independent from the Sponsor.

#### **7. Indemnifications**

In the normal course of business, the Trust enters into contracts with service providers that contain a variety of representations and warranties and which provide general indemnifications. It is not possible to determine the maximum potential exposure or amount under these agreements due to the Trust having no prior claims. Based on experience, the Trust would expect the risk of loss to be remote.

**Osprey Solana Trust**  
**Notes to the Financial Statements**  
**As of December 31, 2023**

**8. Financial Highlights**

	<u>Year ended December 31, 2023</u>	<u>Year ended December 31, 2022</u>
<b>Per Share Performance</b>		
(for a share outstanding throughout the year) <sup>(1)</sup>		
Net asset value per share at beginning of year	\$ <u>4.95</u>	\$ <u>85.94</u>
<i>Net increase (decrease) in net assets resulting from operations</i>		
Net investment loss	(0.53)	(0.08)
Net change in realized and unrealized appreciation (depreciation) on investment in SOL	<u>46.19</u>	<u>(80.91)</u>
Net increase (decrease) in net assets resulting from operations	<u>45.66</u>	<u>(80.99)</u>
Net asset value per share at end of year	\$ <u>50.61</u>	\$ <u>4.95</u>
Total return	<u>922.42 %</u>	<u>(94.19) %</u>
Ratios to average net asset value		
Expenses	<u>7.79 %</u>	<u>5.01 %</u> <sup>(2)</sup>
Net investment loss	<u>(2.99) %</u>	<u>(0.29) %</u>

<sup>(1)</sup> Net asset value per share have been adjusted to reflect the 1:20 reverse stock split effective March 24, 2023. See Note 2.

<sup>(2)</sup> Such percentage is after management fee waiver.

An individual Shareholder's return, ratios, and per Share performance may vary from those presented above based on the timing of Share transactions.

Total return is calculated assuming an initial investment made at the net asset value at the beginning of the year and assuming redemption on the last day of the year.

**Osprey Solana Trust**  
**Notes to the Financial Statements**  
**As of December 31, 2023**

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**9. Subsequent Events**

As of January 1, 2024, Rex Shares entered into agreements with the Sponsor to provide operational services to the Sponsor. As of January 31, 2024, Rex Financial was formed and became the parent company to Rex Shares.

There are no other events that have occurred through March 19, 2024, the date the financial statements were available to be issued, that require disclosure other than that which has already been disclosed in these notes to the financial statements.

## **Exhibit 2**

Amended and Restated Declaration of Trust and Trust Agreement of Osprey Solana Trust, dated as of June 1, 2022.

**AMENDED AND RESTATED DECLARATION OF TRUST AND  
TRUST AGREEMENT OF OSPREY SOLANA TRUST**

**Dated as of June 1, 2022**

**By and Among**

**OSPREY FUNDS, LLC,**

**DELAWARE TRUST COMPANY**

**and**

**THE SHAREHOLDERS**

**from time to time hereunder**

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**OSPREY SOLANA TRUST AMENDED AND RESTATED DECLARATION OF TRUST  
AND TRUST AGREEMENT**

This **AMENDED AND RESTATED DECLARATION OF TRUST AND TRUST AGREEMENT** (“**Trust Agreement**”) of **OSPREY SOLANA TRUST** is made and entered into as of the 1<sup>ST</sup> day of June, 2022, by and among, **OSPREY FUNDS, LLC**, a Delaware limited liability company, **DELAWARE TRUST COMPANY**, a Delaware corporation, as trustee, and the **SHAREHOLDERS** from time to time hereunder.

\* \* \*

**RECITALS**

**WHEREAS**, the Sponsor, the Trustee, and the Unitholders entered into a Declaration of Trust and Trust Agreement of the Osprey Solana Trust as of July 7, 2021 (“**Prior Trust Agreement**”);

**WHEREAS**, Section 10.1 of the Prior Trust Agreement provides that the Sponsor may amend the Prior Trust Agreement without the consent of Unitholders (as defined therein), subject to certain exceptions, including without limitation, that the Sponsor deems the amendment necessary or appropriate and the amendment is not adverse to the interests of Unitholders;

**WHEREAS**, the Sponsor deems it necessary or appropriate to amend the Prior Trust Agreement to clarify the Trust’s status as a grantor trust for federal income tax purposes, clarify that the Shares (as defined in the Prior Trust Agreement) of the Trust are properly described as shares representing Shares of fractional undivided beneficial interests in the Trust, to change the principal address of the Trust from the State of New York State to the State of Connecticut, and to make minor additional changes to the Trust Agreement; which changes in each case are not adverse to the interests of Shareholders;

**WHEREAS**, the Sponsor further deems it necessary or appropriate to specify that the limitations on derivative actions under Section 7.4 of the Prior Trust Agreement does not apply to derivative actions brought in the name of the Trust under the federal securities laws and rules and regulations thereunder, which change is not adverse to the interests of Shareholders;

**NOW, THEREFORE**, in exchange for fair and reasonable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby enter in this Trust Agreement as set forth below.

**ARTICLE I**

**DEFINITIONS; THE TRUST**

**SECTION 1.1 Definitions.** As used in this Trust Agreement, the following terms shall have the following meanings unless the context otherwise requires:

“**Actual Exchange Rate**” means the highest exchange rate and lowest fees the Sponsor can find within a reasonable time frame in order to pay the Management Fee and the Staking Rewards in USD.

**“Affiliate”** — An “Affiliate” of a Person means (i) any Person directly or indirectly owning, controlling or holding with power to vote 10% or more of the outstanding voting securities of such Person, (ii) any Person 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by such Person, (iii) any Person, directly or indirectly, controlling, controlled by or under common control of such Person, (iv) any employee, officer, director, member, manager or partner of such Person, or (v) if such Person is an employee, officer, director, member, manager or partner, any Person for which such Person acts in any such capacity.

**“Annual Update”** means the annual report that is prepared pursuant to the Alternative Reporting Standard of the OTCQX U.S. Disclosure Guidelines.

**“Assumed Expenses”** shall have the meaning set forth in Section 4.8(a).

**“Business Day”** means each weekday on which banks are open in New York, New York.

**“Certificate of Trust”** means the Certificate of Trust of the Trust, including all amendments thereto, in the form attached hereto as Exhibit A, filed with the Secretary of State of the State of the state of Delaware.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Corporate Trust Office”** means the principal office at which at any particular time the corporate trust business of the Trustee is administered, which office at the date hereof is located at 251 Little Falls Drive, Wilmington, DE 19808.

**“Covered Person”** means the Sponsor and its Affiliates and their respective members, managers, directors, officers employees, agents and controlling persons.

**“Custodian”** means Coinbase Custody Trust Company LLC or any other Person from time to time engaged to provide custodian services or related services to the Trust pursuant to authority delegated by the Sponsor.

**“Delaware Trust Statute”** means the Delaware Statutory Trust Act, Chapter 38 of Title 12 of the Delaware Code, 12 Del. C. § 3801 et seq., as the same may be amended from time-to-time.

**“Event of Withdrawal”** has the meaning set forth in Section 12.1(a) hereof.

**“Extraordinary Expenses”** has the meaning set forth in Section 4.8(b).

**“Fiscal Year”** has the meaning set forth in Article IX hereof.

**“Indemnified Parties”** has the meaning assigned to such term in Section 2.4.

**“Internal Revenue Service”** or **“IRS”** means the U.S. Internal Revenue Service or any successor thereto.

**“Liquidating Trustee”** has the meaning assigned thereto in Section 12.2.

**“Management Fee”** means a fee that accrues at 2.50% of the Trust’s NAV, and is payable to the Sponsor monthly in arrears.

**“Memorandum”** means the Confidential Private Placement Memorandum (or similar offering materials, as applicable), as the same may at any time and from time to time be amended or supplemented.

**“Net Asset Value”** means the aggregate value, expressed in USD, of the Trust's assets, less its liabilities (which include estimated accrued but unpaid fees and expenses). The Sponsor or its delegate shall calculate and publish the Trust's NAV each business day as of 4:00 p.m., Eastern time, or as soon thereafter as practicable.

In order to calculate the NAV, the Sponsor shall:

1. Determine the SOL Market Price.
2. Multiply the SOL Market Price by the Trust's aggregate number of SOLs owned as of 4:00 p.m., Eastern time on the immediately preceding day.
3. Add the dollar value of the SOLs receivable under pending Purchases.
4. Add the accrued but unpaid interest, if any and the value of other Trust assets, if any.
5. Subtract Extraordinary Expenses, if any.
6. Subtract other Trust expenses and liabilities, if any.

In the event that the Sponsor determines that the methodology used to determine the Solana Market Price is not an appropriate basis for valuation of the Trust's SOLs, the Sponsor shall determine an alternative methodology.

**“Net Asset Value Per Share”** means the Net Asset Value divided by the number of Shares outstanding on the date of calculation.

**“OTCQX”** means the OTCQX tier of the OTC Markets Group Inc.

**“OTCQX Application”** means the application that is required by the OTCQX which, if approved, will then enable the Shares to be traded on the OTCQX.

**“OTCQX Fees”** means the fees outlined by Part 5 of the OTCQX Rules for U.S. Companies, as amended from time to time.

**“Percentage Interest”** shall be a fraction, the numerator of which is the number of any Shareholder's Shares and the denominator of which is the total number of Shares of the Trust outstanding as of the date of determination.

**“Permitted Investment”** means short-term obligations of (or guaranteed by) the United States or any agency or instrumentality thereof and in certificates of deposit or interest-bearing bank accounts of any bank or trust companies having a minimum stated capital and surplus of

\$50,000,000. All such obligations must mature prior to the next distribution date, and be held to maturity.

**“Person”** means any natural person, partnership, limited liability company, statutory trust, corporation, association, or other legal entity.

**“Purchase Order”** has the meaning assigned thereto in Section 3.2(a)(i).

**“Purchase Order Date”** has the meaning assigned thereto in Section 3.2(a)(i).

**“Purchaser”** means a Person that, (i) has entered into a Subscription Agreement with the Sponsor and the Trust.

**“Quarterly Update”** means the quarterly report that is prepared pursuant to the Alternative Reporting Standard of the OTCQX U.S. Disclosure Guidelines.

**“Shareholder”** means any person or entity who is or becomes an owner of Shares of the Trust.

**“Shares”** means the shares representing common Shares of fractional undivided beneficial interest in the profits, losses, distributions, capital and assets of, and ownership of, the Trust. Shares may be owned by the Sponsor or a Shareholder.

**“SOL Market Price”** has the meaning assigned to such term as provided in the currently effective Memorandum

**“Solana”** means a type of a virtual currency based on an open source cryptographic protocol existing on the Solana Network, and the assets underlying the Trust's Shares and may include “forked” versions of such virtual currency as described in the Memorandum. Individual Shares of Solana may be described as “SOLs.”

**“Solana Account”** means a hot wallet which is online and connected to the internet. The Solana Account is used along with the Trust Storage Account and the Trust Safekeeping Account, as applicable, to receive Share deposits from Purchasers. Shortly after receipt of the appropriate number of SOLs, the SOLs are then transferred to the Trust Storage Account and/or the Trust Safekeeping Account, as applicable.

**“Solana Network”** means the open source protocol of the peer-to-peer Solana computer network upon which Solana is based.

**“Solana Purchase Amount”** means the amount of SOLs or cash submitted by a Purchaser to purchase Shares.

**“Sponsor”** means Osprey Funds, LLC, or any substitute therefor as provided herein, or any successor thereto by merger or operation of law.

**“Staking”** means the activity under which SOL held by the Trust is bonded to a Staking Provider to participate in maintaining the operations of the proof-of-stake (“PoS”) for Solana or such similar program as provided by the Staking Provider.

**“Staking Rewards ”** means a variable amount that shall be in the form of rewards earned by the Trust through staking SOLs held by the Trust, and that is payable to the Sponsor as accrued, such payment being a **“Staking Rewards Payment.”**

**“Staking Provider”** means the Person from time to time engaged to provide Staking services or related services to the Trust pursuant authority delegated by the Sponsor.

**“Subscription Agreement”** means an agreement among the Trust, the Sponsor and a Purchaser, substantially in the form of Exhibit B hereto, as it may be amended, modified or supplemented from time to time.

**“Transfer Agent”** means the Sponsor or any other Person from time to time engaged to provide such services or related services to the Trust pursuant to authority delegated by the Sponsor.

**“Treasury Regulations”** means regulations, including proposed or temporary regulations, promulgated under the Code. References herein to specific provisions of proposed or temporary regulations shall include analogous provisions of final Treasury Regulations or other successor Treasury Regulations.

**“Trust”** means Osprey Solana Trust, a Delaware statutory trust formed pursuant to the Certificate of Trust, the business and affairs of which are governed by this Trust Agreement.

**“Trust Agreement”** means this Amended and Restated Declaration of Trust and Trust Agreement, as it may at any time or from time-to-time be amended.

**“Trust Storage Account”** means a wallet that is not online and not connected to the internet, used for storage of the Trust's SOLs where they are readily accessible and available to pay Trust expenses.

**“Trust Safekeeping Account”** means a wallet that is not online and not connected to the internet, used for “deep” cold storage of the Trust's SOLs where they are not readily accessible and can only be accessed as provided by the rules of the Custodian.

**“Trustee”** means Delaware Trust Company, its successors and assigns, or any substitute therefor as provided herein, acting not in its individual capacity but solely as trustee of the Trust.

**“Trust Estate”** means the all the SOLs on deposit in the Trust's accounts, and all proceeds from the sale of SOLs while such proceeds are held on deposit in the Trust's accounts, as well as any rights of the Trust pursuant to any other agreements to which the Trust is a party.

SECTION 1.2 *Name.* The name of the Trust is “Osprey Solana Trust” in which name the Sponsor shall cause the Trust to carry out its purposes as set forth in Section 1.5, make and execute contracts and other instruments in the name and on behalf of the Trust and sue and be sued in the name and on behalf of the Trust.

SECTION 1.3 *Delaware Trustee; Offices.*

(i) The sole Trustee of the Trust is Delaware Trust Company, which is located at the Corporate Trust Office or at such other address in the State of Delaware as the Trustee may designate in writing to the Shareholders. The Trustee shall receive service of process

on the Trust in the State of Delaware at the foregoing address. In the event Delaware Trust Company resigns or is removed as the Trustee, the Trustee of the Trust in the State of Delaware shall be the successor Trustee, subject to Section 2.1.

(ii) The principal office of the Trust, and such additional offices as the Sponsor may establish, shall be located at such place or places inside or outside the State of Delaware as the Sponsor may designate from time to time in writing to the Trustee and the Shareholders. Initially, the principal office of the Trust shall be at c/o Osprey Funds, LLC, 1241 Post Road, 2<sup>nd</sup> Floor, Fairfield, CT 06824.

SECTION 1.4 *Declaration of Trust.* The Trust Estate shall be held in trust for the Shareholders. It is the intention of the parties hereto that the Trust shall be a statutory trust, under the Delaware Trust Statute and that this Trust Agreement shall constitute the governing instrument of the Trust. This Trust Agreement shall amend and replace in entirety any prior agreements between the Sponsor and Trustee with respect to the Trust. It is not the intention of the parties hereto to create a general partnership, limited partnership, limited liability company, joint stock association, corporation, bailment or any form of legal relationship other than a Delaware statutory trust that is treated as a grantor trust for U.S. federal income tax purposes and for purposes of applicable state and local tax laws. Nothing in this Trust Agreement shall be construed to make the Shareholders partners or members of a joint stock association. Effective as of the date hereof, the Trustee and the Sponsor shall have all of the rights, powers and duties set forth herein and in the Delaware Trust Statute with respect to accomplishing the purposes of the Trust. The Trustee has filed the certificate of trust required by Section 3810 of the Delaware Trust Statute in connection with the formation of the Trust under the Delaware Trust Statute.

SECTION 1.5 *Purposes and Powers.* The purposes of the Trust shall be to accept subscriptions for Shares in SOLs in accordance with Article III hereof, to distribute SOLs upon redemptions of Shares in accordance with Article VI hereof, if applicable, and to enter into any lawful transaction and engage in any lawful activities in furtherance of or incidental to the foregoing. The Trust shall not engage in any business activity and shall not acquire or own any assets other than SOLs, forked or airdropped cryptocurrency coins from the Solana Network, Permitted Investments or cash from the sale of SOLs, as provided in this Trust Agreement, or take any of the actions set forth in Section 4.4. The Trust shall have all of the powers specified in Section 3.1 hereof as powers which may be exercised by a Sponsor on behalf of the Trust under this Trust Agreement. Nothing in this Trust Agreement shall be construed to give the Trustee or the Sponsor the power to vary the investment of the Shareholders within the meaning of Section 301.7701-4(c) or similar provisions of the Treasury Regulations, nor shall the Trustee or the Sponsor take any action that would vary the investment of the Shareholders.

SECTION 1.6 *Tax Treatment.* Each of the parties hereto, by entering into this Trust Agreement, (i) expresses its intention that, unless the IRS determines otherwise, in a ruling issued to the Trust (provided that the Trust, the Trustee and the Sponsor are under no obligation to seek such ruling) or unless required to do so by a “determination” as defined in Section 1313 of the Code, this Trust shall be treated as a grantor trust for U.S. federal income tax purposes; (ii) the Shares will qualify under applicable tax law as interests in a grantor trust which holds the Trust Estate, (iii) agrees that it will file its own U.S. federal, state and local income, franchise and other tax returns in a manner that is consistent with clause (i) of this Section 1.6 and with the



classification of the Trust as a grantor trust, and (iv) agrees to use reasonable efforts to notify the Sponsor promptly upon a receipt of any notice from any taxing authority having jurisdiction over such holders of Shares with respect to the treatment of the Shares as anything other than interests in a grantor trust.

SECTION 1.7 *Legal Title*. Legal title to all of the Trust Estate shall be vested in the Trust as a separate legal entity; provided, however, that where applicable law in any jurisdiction requires any part of the Trust Estate to be vested otherwise, the Sponsor may cause legal title to the Trust Estate or any portion thereof to be held by or in the name of the Sponsor or any other Person (other than a Shareholder) as nominee.

## ARTICLE II

### THE TRUSTEE

SECTION 2.1 *Term; Resignation*. Delaware Trust Company has been appointed and hereby agrees to serve as the Trustee of the Trust. The Trust shall have only one Trustee unless otherwise determined by the Sponsor. The Trustee shall serve until such time as the Trust is terminated or if the Sponsor removes the Trustee or the Trustee resigns. The Trustee may have normal banking and trust relationships with the Sponsor and their respective Affiliates; provided that none of (i) the Sponsor, (ii) any Person involved in the organization or operation of the Sponsor or the Trust or (iii) any Affiliate of any of them may be the Trustee hereunder. The Trustee is appointed to serve as the trustee of the Trust in the State of Delaware for the purpose of satisfying the requirement of Section 3807(a) of the Delaware Trust Statute that the Trust have at least one trustee with a principal place of business in Delaware. It is understood and agreed by the parties hereto that the Trustee shall have none of the duties or liabilities of the Sponsor and shall have no obligation to supervise or monitor the Sponsor or otherwise manage the Trust.

The Trustee is permitted to resign upon at least sixty (60) days' notice to the Sponsor upon which date such resignation shall be effective.

SECTION 2.2 *Powers*. Except to the extent expressly set forth in Section 1.3 and this Article, the duty and authority to manage the affairs of the Trust is vested in the Sponsor, which duty and authority the Sponsor may further delegate as provided herein, all pursuant to Section 3806(b)(7) of the Delaware Trust Statute. The duties of the Trustee shall be limited to (i) accepting legal process served on the Trust in the State of Delaware, (ii) the execution of any certificates required to be filed with the Secretary of State of the State of Delaware which the Trustee is required to execute under Section 3811 of the Delaware Trust Statute, and (iii) any other duties specifically allocated to the Trustee in this Trust Agreement. The Trustee shall provide prompt notice to the Sponsor of its performance of any of the foregoing. The Sponsor shall reasonably keep the Trustee informed of any actions taken by the Sponsor with respect to the Trust that would reasonably be expected to affect the rights, obligations or liabilities of the Trustee hereunder or under the Delaware Trust Statute.

SECTION 2.3 *Compensation and Expenses of the Trustee.* The Trustee shall be entitled to receive from the Trust or the Sponsor, as applicable, reasonable compensation for its services hereunder as set forth in a separate fee agreement and shall be entitled to be reimbursed by the Trust or the Sponsor, as applicable, for reasonable out-of-pocket expenses incurred by it in the performance of its duties hereunder, including without limitation, the reasonable compensation, out-of-pocket expenses and disbursements of counsel and such other agents as the Trustee may employ in connection with the exercise and performance of its rights and duties hereunder. Though it is not intended or expected that the Trustee will ever handle funds, however, to the extent that the Trustee receives Trust funds the Trustee may earn compensation in the form of short-term interest (“float”) on items like uncashed distribution checks (from the date issued until the date cashed), funds that the Trustee is directed not to invest, deposits awaiting investment direction or received too late to be invested overnight in previously directed investments.

SECTION 2.4 *Indemnification.*

(i) The Trust hereby agrees to be primary obligor and shall (i) compensate (to the extent not paid by the Sponsor on the Trust's behalf) the Trustee in accordance with a separate fee agreement with the Trustee, (ii) reimburse the Trustee for all reasonable expenses (including reasonable fees and expenses of counsel and other experts) and (iii) indemnify, defend and hold harmless the Trustee and any of the officers, directors, employees and agents of the Trustee (the “**Indemnified Persons**”) from and against any and all losses, damages, liabilities, claims, actions, suits, costs, expenses, disbursements (including the reasonable fees and expenses of counsel including legal fees and expenses in connection with the enforcement of its indemnification rights hereunder), taxes and penalties of any kind and nature whatsoever (collectively, “**Expenses**”), to the extent that such Expenses arise out of or are imposed upon or asserted at any time against such Indemnified Persons with respect to the performance of this Trust Agreement, the creation, operation or termination of the Trust or the transactions contemplated hereby; provided, however, that the Trust shall not be required to indemnify any Indemnified Person for any Expenses which are a result of the willful misconduct, bad faith or gross negligence of, an Indemnified Person. To the fullest extent permitted by law and by the requirement for treatment of the Trust as a grantor trust for tax purposes, Expenses to be incurred by an Indemnified Person shall, from time to time, be advanced by, or on behalf of, Sponsor prior to the final disposition of any matter upon receipt by the Sponsor of an undertaking by, or on behalf of, such Indemnified Person to repay such amount if it shall be determined that the Indemnified Person is not entitled to be indemnified under this Agreement.

(ii) As security for any amounts owing to the Trustee hereunder, the Trustee shall have a lien against the Trust property, which lien shall be prior to the rights of the Sponsor, or any other beneficial owner of the Trust. The obligations of the Trust and the Sponsor to indemnify the Indemnified Persons under this Section 2 shall survive the termination of this Trust Agreement and the resignation or removal of the Trustee.

SECTION 2.5 *Successor Trustee.* Upon the resignation or removal of the Trustee, the Sponsor shall appoint a successor Trustee by delivering a written instrument to the outgoing Trustee. Any successor Trustee must satisfy the requirements of Section 3807 of the Delaware Trust Statute. The successor Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Trustee under this Trust Agreement, with like effect as if originally named as Trustee,

and the outgoing Trustee shall be discharged of its duties and obligations under this Trust Agreement. Any business entity into which the Trustee may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, to the fullest extent permitted by law without the execution or filing of any paper or any further act on the part of any of the parties hereto.

SECTION 2.6 *Liability of Trustee.* Except as otherwise provided in this Article, in accepting the trust created hereby, Delaware Trust Company acts solely as Trustee hereunder and not in its individual capacity, and all Persons having any claim against Delaware Trust Company by reason of the transactions contemplated by this Trust Agreement and any other agreement to which the Trust is a party shall look only to the Trust Estate for payment or satisfaction thereof. The Trustee shall not be liable or accountable hereunder to the Trust or to any other Person or under any other agreement to which the Trust is a party, except for the Trustee's own fraud, gross negligence, bad faith or willful misconduct. In particular, but not by way of limitation:

(i) the Trustee shall not be personally liable for any error of judgment made in good faith by the Trustee;

(ii) The Trustee shall have no liability or responsibility for the validity or sufficiency of this Trust Agreement or for the form, character, genuineness, sufficiency, value or validity of the Trust Estate;

(iii) The Trustee has not prepared or verified, and shall not be responsible or liable for, any information, disclosure or other statement in the Memorandum or in any other document issued or delivered in connection with the sale or transfer of the Shares;

(iv) The Trustee shall not be responsible or liable for the genuineness, enforceability, collectability, value, sufficiency, location or existence of any of the SOLs or other assets of the Trust;

(v) The Trustee shall have no duty to, make any investigation as to the accuracy and completeness of any representation or warranty made by the Trust in any agreement entered into by the Trust;

(vi) The Trustee shall not be liable for any actions taken or omitted to be taken by it in accordance with the instructions of the Sponsor or the Liquidating Trustee;

(vii) The Trustee shall not have any liability for the acts or omissions of the Sponsor, the Custodian, their respective delegates or any other Person;

(viii) The Trustee shall have no duty or obligation to supervise the performance of any obligations of the Sponsor, the Custodian, or their respective delegates, any Purchaser or any other Person;

(ix) No provision of this Trust Agreement shall require the Trustee to act or expend or risk its own funds or otherwise incur any financial liability in the performance of any of its rights or powers hereunder;

(x) Under no circumstances shall the Trustee be liable for indebtedness evidenced by or other obligations of the Trust arising under this Trust Agreement or any other agreements to which the Trust is a party;

(xi) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement, or to institute, conduct or defend any litigation under this Trust Agreement or any other agreements to which the Trust is a party, at the request, order or direction of the Sponsor unless the Sponsor has offered to Delaware Trust Company (in its capacity as Trustee and individually) security or indemnity satisfactory to it against the costs, expenses and liabilities that may be incurred by Delaware Trust Company (including, without limitation, the reasonable fees and expenses of its counsel) therein or thereby;

(xii) Notwithstanding anything contained herein to the contrary, the Trustee shall not be required to take any action in any jurisdiction other than in the State of Delaware if the taking of such action will (i) require the consent or approval or authorization or order of or the giving of notice to, or the registration with or taking of any action in respect of, any state or other governmental authority or agency of any jurisdiction other than the State of Delaware, (ii) result in any fee, tax or other governmental charge under the laws of any jurisdiction or any political subdivision thereof in existence as of the date hereof other than the State of Delaware becoming payable by the Trustee or (iii) subject the Trustee to personal jurisdiction, other than in the State of Delaware, for causes of action arising from personal acts unrelated to the consummation of the transactions by the Trustee, as the case may be, contemplated hereby; and

(xiii) To the extent that, at law or in equity, the Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Trust, the Shareholders or to any other Person, the Trustee acting under this Trust Agreement shall not be liable to the Trust, the Shareholders or to any other Person for its good faith reliance on the provisions of this Trust Agreement. The provisions of this Trust Agreement, to the extent that they restrict or eliminate the duties and liabilities of the Trustee otherwise existing at law or in equity are agreed by the parties hereto to replace such other duties and liabilities of the Trustee.

(xiv) The Trustee shall not be liable for punitive, exemplary, consequential, special or similar damages however styled, including without limitation, lost profits, or for any losses due to forces beyond the control of the Trustee, including, without limitation, strikes, work stoppages, acts of war or terrorism, insurrection, revolution, nuclear or natural catastrophes or acts of God and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services provided to the Trustee by third parties.

#### SECTION 2.7 *Reliance; Advice of Counsel.*

(a) In the absence of bad faith, the Trustee may conclusively rely upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Trust

Agreement in determining the truth of the statements and the correctness of the opinions contained therein, and shall incur no liability to anyone in acting or not acting on any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by it to be genuine and believed by it to be signed by the proper party or parties and need not investigate any fact or matter pertaining to or in any such document; provided, however, that the Trustee shall have examined any certificates or opinions so as to reasonably determine compliance of the same with the requirements of this Trust Agreement. The Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the method of the determination of which is not specifically prescribed herein, the Trustee may for all purposes hereof rely on a certificate, signed by the president or any vice president or by the treasurer or other authorized officers of the relevant party, as to such fact or matter, and such certificate shall constitute full protection to the Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon.

(b) In the exercise or administration of the Trust hereunder and in the performance of its duties and obligations under this Trust Agreement, the Trustee, at the expense of the Trust (i) may act directly or through its agents, attorneys, custodians or nominees pursuant to agreements entered into with any of them, and the Trustee shall not be liable for the conduct or misconduct of such agents, attorneys, custodians or nominees if such agents, attorneys, custodians or nominees shall have been selected by the Trustee with reasonable care and (ii) may consult with counsel, accountants and other skilled professionals to be selected with reasonable care by it. The Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the opinion or advice of any such counsel, accountant or other such Persons.

SECTION 2.8 *Payments to the Trustee.* Any amounts paid to the Trustee pursuant to this Article shall be deemed not to be a part of the Trust Estate immediately after such payment. Any amounts owing to the Trustee under this Trust Agreement shall constitute a claim against the Trust Estate. *Notwithstanding* any other provision of this Trust Agreement, all payments to the Trustee, including fees, expenses and any amounts paid in connection with indemnification of the Trustee in accordance with the terms of this Trust Agreement will be payable only in U.S. Dollars.

### **ARTICLE III**

#### **SHARES; CAPITAL CONTRIBUTIONS; ISSUANCE OF SHARES**

SECTION 3.1 *General.* The Sponsor shall have the power and authority, without Shareholder approval, to issue Shares from time to time as it deems necessary or desirable. The number of Shares authorized shall be unlimited, and the Shares so authorized may be represented in part by fractional Shares, calculated to one millionth of one SOL. From time to time, the Sponsor may divide or combine the Shares into a greater or lesser number without thereby changing the proportionate beneficial interests. The Sponsor may issue Shares in exchange for contributions of SOL or cash (or for no consideration if pursuant to a Share dividend or split-up), all without action or approval of the Shareholders. All Shares when so issued on the terms determined by the Sponsor shall be fully paid and non-assessable. Every Shareholder, by virtue of having purchased or otherwise acquired a Share, shall be deemed to have expressly consented and agreed to be bound by the terms of this Trust Agreement.

SECTION 3.2 *Offer of Shares; Procedures for Issuance.*

(a) General. Other than in connection with an offering pursuant to Rule 504 under the Securities Act pursuant to paragraph 3.2(b), the following procedures, as supplemented by the more detailed procedures specified in the Exhibits, annexes, attachments and procedures, as applicable, to the Subscription Agreement, which may be amended from time to time in accordance with the provisions of the Subscription Agreement (and any such amendment will not constitute an amendment of this Trust Agreement), will govern the Trust with respect to the issuance of Shares. Subject to the limitations upon and requirements for issuance of Shares stated herein and in such procedures, the number of Shares which may be issued by the Trust is unlimited.

(i) On any Business Day, a Purchaser may deposit the Solana Purchase Amount with the Custodian and submit an order to create Shares (a **“Purchase Order”**) from the Trust via notification to the Sponsor or its delegate in the manner provided in the Subscription Agreement. Purchase Orders must be received by 3:00 p.m., Eastern time on a Business Day (the **“Purchase Order Date”**). The Sponsor or its delegate will process Purchase Orders only from Purchasers with respect to whom a Subscription Agreement is in full force and effect.

(ii) Any Purchase Order is subject to rejection by the Sponsor or its delegate pursuant to Section 3.2(b).

(iii) After receiving the Solana Purchase Amount and accepting a Purchaser's Purchase Order, the Sponsor or its delegate will have the Transfer Agent credit the Shares to fill the Purchaser's Purchase Order within one Business Day immediately following the Purchase Order Date.

(iv) Determination of Shares Issue. The number of Shares to be issued with respect to the Solana Purchase amount shall be determined using the most recently available SOL Market Price. Each Share will be worth \$5.00 at inception of the Trust. The Sponsor or its delegate has final determination of all questions as to the determination of the number of Shares issuable with respect to a particular Solana Purchase Amount.

(v) Delivery of Required Deposits. A Purchaser who places a Purchase Order shall deliver the Solana Purchase Amount to the (i) Solana Account, the Trust Storage Account, the Trust Safekeeping Account, at the Sponsor's instruction or (ii) a cash denominated account, at the direction of the Sponsor or its delegate, in each case by no later than 6:00 p.m., Eastern time on the Purchase Order Date. The expense and risk of delivery, ownership and safekeeping of SOLs, until such SOLs have been received by the Trust, shall be borne solely by the Purchaser. Upon receipt of the Solana Purchase Amount, the Custodian or delegated agent, as the case may be, shall transfer the Solana Purchase Amount to the Trust Storage Account, the Trust Safekeeping Account or a cash account, as applicable. The Sponsor or its delegate shall then direct the Transfer Agent to credit the number of Shares ordered to the Purchaser's account on the next Business Day after the Purchase Order Date.

(vi) The Custodian may accept delivery of SOLs by such other means as the Sponsor, from time to time, may determine to be acceptable for the Trust.

(vii) The Sponsor, at its discretion, may delay the investment of a cash denominated Purchase Order into SOL, if it deems retaining such Purchase Order Amount in cash to be necessary or appropriate in the interest of the Trust or the Shareholders.

(b) Rule 504 Offerings. Notwithstanding anything to the contrary in this Section 3.2, the Sponsor shall have the authority to issue Shares, from time to time, pursuant to Rule 504 under the Securities Act, under such terms and conditions as are disclosed to Purchasers in the relevant offering documents and as the Sponsor deems necessary or advisable to comply with applicable law or regulation.

(c) Rejection. The delivery of the Shares against deposit of the Solana Purchase Amount may be suspended generally, or refused with respect to particular requested purchase, during any period when the transfer books of the Sponsor or its delegate are closed or if any such action is deemed necessary or advisable by the Sponsor or its delegate or for any reason at any time or from time to time. None of the Sponsor, its delegates, or the Custodian shall be liable for the rejection or acceptance of any Purchase Order or Solana Purchase Amount.

### SECTION 3.3 *Book-Entry-Only System.*

(a) Shares shall be held in book-entry form by the Transfer Agent. The Sponsor or its delegate shall direct the Transfer Agent (which may be the Sponsor or an Affiliate) to credit or debit the number of Shares to the applicable Purchaser. The Transfer Agent shall issue or cancel each Purchaser's Shares, as applicable.

(b) Secondary or Successor Custodian. If a successor to the Custodian shall be employed, the Trust and the Sponsor shall establish procedures acceptable to such successor with respect to the matters addressed in this Section.

SECTION 3.4 *Assets of the Trust.* The Trust Estate shall irrevocably belong to the Trust for all purposes, subject only to the rights of creditors of the Trust and except as may otherwise be required by applicable tax laws, and shall be so recorded upon the books of account of the Trust.

SECTION 3.5 *Liabilities of the Trust.* The Trust Estate shall be charged with the liabilities of the Trust; and all expenses, costs, charges and reserves attributable to the Trust. The Sponsor shall have full discretion, to the extent not inconsistent with applicable law, to determine which items shall be treated as income and which items as capital, and each such determination and allocation shall be conclusive and binding upon the Shareholders.

SECTION 3.6 *Distributions.* Distributions on Shares, if any, may be paid with such frequency and amount as the Sponsor may determine in its sole discretion, which may be daily or otherwise, to the Shareholders from the Trust Estate, after providing for actual and accrued liabilities. All distributions on Shares thereof shall be distributed pro rata to the Shareholders in proportion to the total outstanding Shares held by such Shareholders at the date and time of record established for the payment of such distribution. Such distributions may be made in cash, Shares or SOL as determined by the Sponsor or pursuant to any program that the Sponsor may have in effect at the time for the election by each Shareholder of the mode of the making of such distribution to that Shareholder. The Shares shall represent Shares of beneficial interest in the Trust

Estate. Each Shareholder shall be entitled to receive its pro rata share of distributions in accordance with this Section. If the Trust comes to own any airdropped cryptocurrency (other than SOL), the Sponsor shall distribute such airdropped cryptocurrency within forty-five days of receipt of such assets (or such longer time as the Sponsor reasonably requires to effect such distribution) on a pro rata basis to Shareholders. If the Trust comes to own any forked versions of SOL, the Sponsor shall distribute such forked version or versions within forty-five days of receipt (or such longer time as the Sponsor reasonably requires to effect such distribution) on a pro rata basis to Shareholders if and to the extent that the Sponsor determines in its reasonable discretion that such a distribution is necessary to preserve the federal tax treatment of the Trust set forth in Section 1.6 of the Trust Agreement, and may distribute such forked version or versions within forty-five days of receipt (or such longer time as the Sponsor reasonably requires to effect such distribution) on a pro rata basis to Shareholders if and to the extent the Sponsor determines it is in the best interests of the Shareholders.

SECTION 3.7 *Voting Rights*. Notwithstanding any other provision hereof, on each matter submitted to a vote of the Shareholders, each Shareholder shall be entitled to a single vote for each Share held by such Person, or a proportionate fraction thereof if such Share is fractional, with the number of Shares held by such Person determined by the number of Shares in its name on the books of the Trust in accordance with Section 3.3.

SECTION 3.8 *Equality*. All Shares shall represent an equal proportionate beneficial interest in the assets of the Trust subject to the liabilities of the Trust, and each Share shall be equal to each other Share. The Sponsor may from time to time divide or combine the Shares into a greater or lesser number of Shares without thereby changing the proportionate beneficial interest in the assets of the Trust or in any way affecting the rights of Shareholders.

## ARTICLE IV

### THE SPONSOR

SECTION 4.1 *Management of the Trust*. Pursuant to Section 3806(b)(7) of the Delaware Trust Statute, the Trust shall be managed by the Sponsor in accordance with this Trust Agreement. The Sponsor may delegate as provided herein, the duty and authority to manage the affairs of the Trust. Any determination as to what is in the interests of the Trust made by the Sponsor in good faith shall be conclusive. In constructing the provisions of this Trust Agreement, the presumption shall be in favor of a grant of power to the Sponsor. The enumeration of any specific power in this Trust Agreement shall not be construed as limiting the aforesaid power.

SECTION 4.2 *Authority of Sponsor*. In addition to and not in limitation of any rights and powers conferred by law or other provisions of this Trust Agreement, and except as limited, restricted or prohibited by the express provisions of this Trust Agreement or the Delaware Trust Statute, the Sponsor shall have and may exercise on behalf of the Trust, all powers and rights necessary, proper, convenient or advisable to effectuate and carry out the purposes and objectives of the Trust, which shall include, without limitation, the following:

(a) To enter into, execute, deliver and maintain, and to cause the Trust to perform its obligations under, contracts, agreements (including but not limited to subscription



agreements) and any or all other documents and instruments, and to do and perform all such things as may be in furtherance of Trust purposes or necessary or appropriate for the offer and sale of the Shares, including, but not limited to, contracts with third parties various services, provided, however, that such services may be performed by an Affiliate or Affiliates of the Sponsor so long as the Sponsor has made a good faith determination that: (A) the Affiliate which it proposes to engage to perform such services is qualified to do so (considering the prior experience of the Affiliate or the individuals employed thereby); (B) the terms and conditions of the agreement pursuant to which such Affiliate is to perform services for the Trust are no less favorable to the Trust than could be obtained from equally-qualified unaffiliated third parties; and (C) the maximum period covered by the agreement pursuant to which such Affiliate is to perform services for the Trust shall not exceed one year, and such agreement shall be terminable without penalty upon one hundred twenty (120) days' prior written notice by the Trust;

(b) To establish, maintain, deposit into, sign checks and/or otherwise draw upon accounts on behalf of the Trust with appropriate banking and savings institutions, and execute and/or accept any instrument or agreement incidental to the Trust's purposes, any such instrument or agreement so executed or accepted by the Sponsor in the Sponsor's name shall be deemed executed and accepted on behalf of the Trust by the Sponsor;

(c) To deposit, withdraw, pay, retain and distribute the Trust Estate or any portion thereof in any manner consistent with the provisions of this Trust Agreement;

(d) To supervise the preparation of the Memorandum and supplements and amendments thereto;

(e) To pay or authorize the payment of distributions to the Shareholders and expenses of the Trust;

(f) To act as Transfer Agent and perform functions customarily preferred by a transfer agent;

(g) To prepare, or cause to be prepared, and file, or cause to be filed, an application to enable the Shares to be traded on the OTCQX or any other financial market deemed by the Sponsor to be in the interest of Shareholders and to take any other action and execute and deliver any certificate or documents that may be necessary to effectuate such trading;

(h) To bond or otherwise allocate such of the SOL held by the Trust to the Staking Provider (via the Custodian) or other service provider, as applicable, for the purpose of Staking as the Sponsor, in its sole discretion deems appropriate, and to earn as fees, any related rewards earned by the Trust pursuant to such Staking; and

(i) In the sole and absolute discretion of the Sponsor, to admit an additional Sponsor.

SECTION 4.3 *Obligations of the Sponsor.* In addition to the obligations expressly provided by the Delaware Trust Statute or this Trust Agreement, the Sponsor shall:

(a) Devote such of its time to the business and affairs of the Trust as it shall, in its discretion exercised in good faith, determine to be necessary to carry out the purposes of the Trust for the benefit of the Trust and the Shareholders;

(b) Execute, file, record and/or publish all certificates, statements and other documents and do any and all other things as may be appropriate for the formation, qualification and operation of the Trust and for the conduct of its business in all appropriate jurisdictions;

(c) Retain independent public accountants to audit the accounts of the Trust;

(d) Employ attorneys to represent the Sponsor and as necessary, the Trust;

(e) Select and enter into agreements with the Trust's Trustee and any other service provider;

(f) Use its best efforts to maintain the status of the Trust as a grantor trust for U.S. federal income tax purposes under Subpart E, Part I of Subchapter J of the Code;

(g) Monitor all fees charged to the Trust, and the services rendered by the service providers to the Trust, to determine whether the fees paid by, and the services rendered to, the Trust are at competitive rates and are the best price and services available under the circumstances, and if necessary, renegotiate the fee structure to obtain such rates and services for the Trust;

(h) Have fiduciary responsibility for the safekeeping and use of the Trust Estate, whether or not in the Sponsor's immediate possession or control, and the Sponsor will not employ or permit others to employ the Trust Estate in any manner except for the benefit of the Trust, including, among other things, the utilization of any portion of the Trust Estate as compensating balances for the exclusive benefit of the Sponsor. The Sponsor shall at all times act with integrity and good faith and exercise due diligence in all activities relating to the Trust and in resolving conflicts of interest;

(i) Receive directly or through its delegates from Purchaser and process properly submitted Purchase Orders, as described in Section 3.2(a);

(j) Invest (except purchasing SOLs pursuant to a Purchase Order) or reinvest any cash held by the Trust (including reserves) in Permitted Investments.

(k) In connection with Purchase Orders, receive directly or through its delegates the number of SOLs in an amount equal to the Solana Purchase Amount from Purchasers;

(l) In connection with Purchase Orders, after receiving the Solana Purchase Amount and accepting a Purchaser's Purchase Order, the Sponsor or its delegate will direct the Transfer Agent to credit the Shares to fill the Purchaser's Purchase Order within one Business Day immediately following the Purchase Order Date;

(m) Receive directly or through its delegates from Purchasers and process properly submitted Redemption Orders, as permitted by Article VI;

(n) In connection with Redemption Orders (if permitted, and as defined upon the adoption of applicable policies and procedures governing redemption of Shares), after receiving the Redemption Order specifying the number of Shares that the Shareholder wishes to redeem and confirming the Shareholder's Self-Administered Account information, the Sponsor or its delegates instructs the Custodian to send the Shareholder a number of SOLs equal to the Solana Redemption Amount (as defined upon the adoption of applicable policies and procedures governing redemption of Shares) and directs the Transfer Agent to debit the number of Shares redeemed from the Shareholder's account on the next business day after the redemption order date;

(o) Interact with the Custodian and any other party as required;

(p) If the OTCQX Application is approved by OTCQX, then the Sponsor, on behalf of the Trust, shall cause the Trust to comply with all rules, orders and regulations of the OTCQX to which the Trust is subject as a result of the approval of the OTCQX Application and the Sponsor will take all such other actions which may reasonably be taken which are necessary for the Shares to remain traded on the OTCQX until the Trust is either terminated or if the Shares are no longer traded on the OTCQX. In addition, the Sponsor is authorized and shall take, all actions to prepare and, to the extent required by this Agreement or by law, mail to Shareholders any reports, press releases or statements, financial or otherwise, that the Sponsor determines are required to be provided to Shareholders by applicable law or governmental regulation or the requirements of OTCQX, as applicable;

(q) Delegate those of its duties hereunder as it shall determine from time to time to one or more Distributors, add any additional service providers, if needed and as applicable;

(r) Perform such other services as the Sponsor believes that the Trust may from time to time require; and

(s) In general, to do everything necessary, suitable or proper for the accomplishment of any purpose or the attainment of any object or the furtherance of any power herein set forth, either alone or in association with others, and to do every other act or thing incidental or appurtenant to or growing out of or connected with the aforesaid purposes, objects or powers.

The foregoing clauses shall be construed both as objects and powers, and the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the general powers of the Sponsor. Any action by the Sponsor hereunder shall be deemed an action on behalf of the Trust, and not an action in an individual capacity.

SECTION 4.4 *General Prohibitions.* The Trust shall not:

(a) Receive any property other than SOL or U.S. Dollars upon the issuance or sale of Shares;

(b) Hold any property other than cash, Permitted Investments, SOLs (including any forked version thereof) or airdropped cryptocurrency coins;

(c) Redeem the Shares other than as provided pursuant to Article VI or upon the dissolution of the Trust;

(d) Borrow money from or loan money to any Shareholder (including the Sponsor) or other Person;

(e) Except as expressly contemplated by this Agreement, create, incur, assume or suffer to exist any lien, mortgage, pledge conditional sales or other title retention agreement, charge, security interest or encumbrance, except for liens for taxes not delinquent or being contested in good faith and by appropriate proceedings and for which appropriate reserves have been established; provided, however, that for the avoidance of doubt, the Trust may permit its SOL to be used for Staking as contemplated hereunder, the rewards of which shall be used to pay the Staking Rewards to the Sponsor;

(f) Commingle its assets with those of any other Person, except to the extent as permitted under applicable law and the regulation;

(g) Permit rebates to be received by the Sponsor or any Affiliate of the Sponsor, or permit the Sponsor or any Affiliate of the Sponsor to engage in any reciprocal business arrangements which would circumvent the foregoing prohibition; provided, however, that the foregoing prohibition is not intended to prevent the Trust from permitting the SOLs owned by the Trust to be used for Staking as contemplated by this Agreement or for the Sponsor to earn rewards resulting from such Staking in the form of Staking Rewards Payments;

(h) Invest (except purchasing SOLs pursuant to a Purchase Order) or reinvest any cash held by the Trust (including reserves) in anything other than Permitted Investments;

(i) Enter into any contract with the Sponsor or an Affiliate of the Sponsor (except for selling agreements for the sale of Shares) which has a term of more than one year and which does not provide that it may be canceled by the Trust without penalty on one hundred twenty (120) days prior written notice or for the provision of services, except at rates and terms at least as favorable as those which may be obtained from third parties in arm's length negotiations; or

(j) Cause the Trust to elect to be treated as an association taxable as a corporation for U.S. federal income tax purposes.

SECTION 4.5 *Liability of Covered Persons.* A Covered Person shall have no liability to the Trust or to any Shareholder or other Covered Person for any loss suffered by the Trust which arises out of any action or inaction of such Covered Person if such Covered Person, in good faith, determined that such course of conduct was in the best interest of the Trust and such course of conduct did not constitute fraud, gross negligence, bad faith or willful misconduct of such Covered Person. Subject to the foregoing, neither the Sponsor nor any other Covered Person shall be personally liable for the return or repayment of all or any portion of the capital or profits of any Shareholder or assignee thereof, it being expressly agreed that any such return of capital or profits made pursuant to this Trust Agreement shall be made solely from the assets of the Trust without any rights of contribution from the Sponsor or any other Covered Person. A Covered Person shall

not be liable for the conduct or misconduct of any delegatee selected by the Sponsor with reasonable care.

SECTION 4.6 *Fiduciary Duty.*

(a) To the extent that, at law or in equity, the Sponsor has duties (including fiduciary duties) and liabilities relating thereto to the Trust, the Shareholders or to any other Person, the Sponsor acting under this Trust Agreement shall not be liable to the Trust, the Shareholders or to any other Person for its good faith reliance on the provisions of this Trust Agreement subject to the standard of care in Section 4.6 herein. The provisions of this Trust Agreement, to the extent that they restrict or eliminate the duties and liabilities of the Sponsor otherwise existing at law or in equity are agreed by the parties hereto to replace such other duties and liabilities of the Sponsor. To the fullest extent permitted by law, no person other than the Sponsor and the Trustee shall have any duties (including fiduciary duties) or liabilities at law or in equity to the Trust and the Shareholder or any other person.

(b) Unless otherwise expressly provided herein:

(i) whenever a conflict of interest exists or arises between the Sponsor or any of its Affiliates, on the one hand, and the Trust or any Shareholder or any other Person, on the other hand; or

(ii) whenever this Trust Agreement or any other agreement contemplated herein or therein provides that the Sponsor shall act in a manner that is, or provides terms that are, fair and reasonable to the Trust, any Shareholder or any other Person, the Sponsor shall resolve such conflict of interest, take such action or provide such terms, considering in each case the relative interest of each party (including its own interest) to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, and any applicable generally accepted accounting practices or principles. In the absence of bad faith by the Sponsor, the resolution, action or terms so made, taken or provided by the Sponsor shall not constitute a breach of this Trust Agreement or any other agreement contemplated herein or of any duty or obligation of the Sponsor at law or in equity or otherwise.

(c) The Sponsor and any Affiliate of the Sponsor may engage in or possess an interest in other profit-seeking or business ventures of any nature or description, independently or with others, whether or not such ventures are competitive with the Trust and the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to the Sponsor. If the Sponsor acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Trust, it shall have no duty to communicate or offer such opportunity to the Trust, and the Sponsor shall not be liable to the Trust or to the Shareholders for breach of any fiduciary or other duty by reason of the fact that the Sponsor pursues or acquires for, or directs such opportunity to another Person or does not communicate such opportunity or information to the Trust. Neither the Trust nor any Shareholder shall have any rights or obligations by virtue of this Trust Agreement or the trust relationship created hereby in or to such independent ventures or the income or profits or losses derived therefrom, and the pursuit of such ventures, even if competitive with the purposes of the Trust, shall not be deemed wrongful or improper. Except to the extent expressly provided herein, the Sponsor may engage or be interested in any financial or other transaction with the Trust, the Shareholders or any Affiliate of the Trust or the Shareholders.

(d) To the fullest extent permitted by law and notwithstanding any other provision of this Agreement or in any agreement contemplated herein or applicable provisions of law or equity or otherwise, whenever in this Trust Agreement a Person is permitted or required to make a decision (a) in its “sole discretion” or “discretion” or under a grant of similar authority or latitude, the Person shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Trust, the Shareholders or any other Person, or (b) in its “good faith” or under another express standard, the Person shall act under such express standard and shall not be subject to any other or different standard. The term “good faith” as used in this Trust Agreement shall mean subjective good faith as such term is understood and interpreted under Delaware law.

SECTION 4.7 *Indemnification of the Sponsor and Shareholders.*

(a) The Sponsor shall be indemnified by the Trust against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it in connection with its activities for the Trust, provided that (i) the Sponsor was acting on behalf of or performing services for the Trust and such liability or loss was not the result of fraud, gross negligence, bad faith, willful misconduct, or a material breach of this Trust Agreement on the part of the Sponsor and (ii) any such indemnification will only be recoverable from the Trust Estate. All rights to indemnification permitted herein and payment of associated expenses shall not be affected by the dissolution or other cessation to exist of the Sponsor, or the withdrawal, adjudication of bankruptcy or insolvency of the Sponsor, or the filing of a voluntary or involuntary petition in bankruptcy under Title 11 of the Code by or against the Sponsor.

(b) Notwithstanding the provisions of Section 4.7(a) above, the Sponsor and any Person acting as broker-dealer for the Trust shall not be indemnified for any losses, liabilities or expenses arising from or out of an alleged violation of U.S. federal or state securities laws unless (i) there has been a successful adjudication on the merits of each count involving alleged securities law violations as to the particular indemnitee and the court approves the indemnification of such expenses (including, without limitation, litigation costs), (ii) such claims have been dismissed with prejudice on the merits by a court of competent jurisdiction as to the particular indemnitee and the court approves the indemnification of such expenses (including, without limitation, litigation costs) or (iii) a court of competent jurisdiction approves a settlement of the claims against a particular indemnitee and finds that indemnification of the settlement and related costs should be made.

(c) The Trust shall not incur the cost of that portion of any insurance which insures any party against any liability, the indemnification of which is herein prohibited.

(d) Expenses incurred in defending a threatened or pending civil, administrative or criminal action suit or proceeding against the Sponsor shall be paid by the Trust in advance of the final disposition of such action, suit or proceeding, if (i) the legal action relates to the performance of duties or services by the Sponsor on behalf of the Trust; (ii) the legal action is initiated by a third party who is not a Shareholder or the legal action is initiated by a Shareholder and a court of competent jurisdiction specifically approves such advance; and (iii) the Sponsor

undertakes to repay the advanced funds with interest to the Trust in cases in which it is not entitled to indemnification under this Section 4.7.

(e) The term “Sponsor” as used only in this Section 4.7 shall include, in addition to the Sponsor, any other Covered Person performing services on behalf of the Trust and acting within the scope of the Sponsor's authority as set forth in this Trust Agreement.

(f) In the event the Trust is made a party to any claim, dispute, demand or litigation or otherwise incurs any loss, liability, damage, cost or expense as a result of or in connection with any Shareholder's (or assignee's) obligations or liabilities unrelated to Trust business, such Shareholder (or assignees cumulatively) shall indemnify, defend, hold harmless, and reimburse the Trust for all such loss, liability, damage, cost and expense incurred, including attorneys' and accountants' fees.

#### SECTION 4.8 *Expenses and Limitations Thereon.*

(a) Management Fee and Staking Rewards Payments.

(i) The Trust shall pay a Management Fee (in either SOL or the cash equivalent), which accrues daily at an annual rate of 2.50% of the NAV of the Trust and is payable to the Sponsor monthly in arrears. The Sponsor, may, in its sole discretion, waive the Management Fee, in such amount, and for such period, as it deems appropriate. Such waiver shall not preclude the Sponsor from accruing the full Management Fee once such waiver period has ended.

(ii) The Trust shall pay the Sponsor the Staking Rewards Payments (in either SOL or the cash equivalent), which is a variable amount equal to the awards received by the Trust for the Staking of the Trust's SOL. The Staking Rewards Payments accrue promptly as earned by the Trust and are payable to the Sponsor as they accrue.

(iii) In order to pay the Management Fee (or the Staking Rewards Payments, as applicable) in USD, the Sponsor may be required to convert the Management Fee (or the Staking Rewards Payments, as applicable), as reflected by the appropriate number of SOLs, into USD. The Sponsor shall use its best efforts within a reasonable time frame in order to seek the Actual Exchange Rate. It is expected that the Management Fee exchange rate (or the Staking Rewards exchange rate, as applicable) and the Actual Exchange Rate may differ.

(iv) At the Sponsor's election, the Sponsor may elect to (i) direct its delegates or the Custodian to withdraw the SOL amount comprising the Management Fee (or, the Staking Rewards Payments), (ii) convert the Management Fee (or the Staking Rewards Payment) to USD and (iii) pay such dollar amount to the Sponsor, who will then pay itself as well as the relevant Assumed Expenses (as defined below). Alternatively, the Sponsor may elect to (i) direct its delegates or the Custodian to withdraw the SOL amount comprising the Management Fee (or, as applicable, the Staking Rewards), (ii) convert the Management Fee (or the Staking Rewards Payments) to USD and (iii) pay certain Assumed Expenses from the Management Fee (or as applicable the Staking Rewards Payments) and the remaining amount, if any, to the Sponsor.

(v) As consideration for receipt of the Management Fee and the Staking Rewards Payments, the Sponsor shall assume and pay routine and ordinary administrative and operating expenses of the Trust (the “**Assumed Expenses**”), however the Trust shall be responsible for any non-routine expenses, which will be paid by the Trust as Extraordinary Expenses (as defined below).

(b) The Trust shall pay expenses in addition to the Management Fee and the Staking Rewards Payments, such as, but not limited to, taxes and governmental charges, expenses and costs, expenses and indemnities related to any extraordinary services performed by the Sponsor (or any other Service Provider, including the Trustee) on behalf of the Trust to protect the Trust or the interests of Shareholders, indemnification expenses, fees, and expenses related to public trading on OTCQX (collectively, “**Extraordinary Expenses**”).

(c) The Sponsor, its delegates or the Custodian shall withdraw SOLs as needed from the Trust Storage Account to pay the Management Fees and the Staking Reward Fees (as well as the Extraordinary Expenses, if any). The Sponsor or any Affiliate of the Sponsor may only be reimbursed for the actual cost to the Sponsor or such Affiliate of any expenses which it advances on behalf of the Trust for which payment the Trust is responsible. In addition, payment to the Sponsor or such Affiliate for indirect expenses incurred in performing services for the Trust in its capacity as the Sponsor of the Trust, such as salaries and fringe benefits of officers and directors, rent or depreciation, utilities and other administrative items generally falling within the category of the Sponsor's “overhead,” is prohibited.

SECTION 4.9 *Business of Shareholders.* Except as otherwise specifically provided herein, any of the Shareholders and any shareholder, officer, director, employee or other person holding a legal or beneficial interest in an entity which is a Shareholder, may engage in or possess an interest in business ventures of every nature and description, independently or with others, and the pursuit of such ventures, even if competitive with the business of the Trust, shall not be deemed wrongful or improper.

SECTION 4.10 *Voluntary Withdrawal of the Sponsor.* The Sponsor may withdraw voluntarily as the Sponsor of the Trust only upon one hundred and twenty (120) days' prior written notice to all Shareholders and the Trustee. If the withdrawing Sponsor is the last remaining Sponsor, the Trust shall liquidate in accordance with Section 12.1(a)(vi) hereof. In the event of its removal or withdrawal, the Sponsor shall be entitled to a redemption of its Shares at the Net Asset Value. If the Sponsor withdraws and a successor Sponsor is named, the withdrawing Sponsor shall pay all expenses as a result of its withdrawal.

SECTION 4.11 *Authorization of Memorandum.* Each Shareholder (or any permitted assignee thereof) hereby agrees that the Trust, the Sponsor and the Trustee are authorized to execute, deliver and perform the agreements, acts, transactions and matters contemplated hereby or described in or contemplated by the Memorandum on behalf of the Trust without any further act, approval or vote of the Shareholders, notwithstanding any other provision of this Trust Agreement, the Delaware Trust Statute or any applicable law, rule or regulation.

SECTION 4.12 *Litigation.* The Sponsor is hereby authorized to prosecute, defend, settle or compromise actions or claims at law or in equity as may be necessary or proper to enforce or



protect the Trust's interests. The Sponsor shall satisfy any judgment, decree or decision of any court, board or authority having jurisdiction or any settlement of any suit or claim prior to judgment or final decision thereon, first, out of any insurance proceeds available therefor, next, out of the Trust's assets and, thereafter, out of the assets (to the extent that it is permitted to do so under the various other provisions of this Agreement) of the Sponsor.

## ARTICLE V

### TRANSFER OF SHARES

*SECTION 5.1 General Prohibition.* A Shareholder may not sell, assign, transfer or otherwise dispose of, or pledge, hypothecate or in any manner encumber any or all of his Shares or any part of his right, title and interest in the capital or profits in the Trust except as permitted in this *Article* and any act in violation of this Article shall not be binding upon or recognized by the Trust (regardless of whether the Sponsor shall have knowledge thereof), unless approved in writing by the Sponsor.

#### *SECTION 5.2 Transfer of Sponsor's Shares.*

(a) Upon an Event of Withdrawal (as defined in Section 12.1(a)(vi), the Sponsor's Shares shall be purchased by the Trust for a purchase price in cash equal to the Net Asset Value thereof. The Sponsor will not cease to be a Sponsor of the Trust merely upon the occurrence of its making an assignment for the benefit of creditors, filing a voluntary petition in bankruptcy, filing a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, filing an answer or other pleading admitting or failing to contest material allegations of a petition filed against it in any proceeding of this nature or seeking, consenting to or acquiescing in the appointment of a trustee, receiver or liquidator for itself or of all or any substantial part of its properties.

(b) To the full extent permitted by law, and on sixty (60) days' prior written notice to the Shareholders, nothing in this Trust Agreement shall be deemed to prevent the merger of the Sponsor with another corporation or other entity, the reorganization of the Sponsor into or with any other corporation or other entity, the transfer of all the capital stock of the Sponsor or the assumption of the rights, duties and liabilities of the Sponsor by, in the case of a merger, reorganization or consolidation, the surviving corporation or other entity by operation of law or the transfer of the Sponsor's Shares to an Affiliate of the Sponsor. Without limiting the foregoing, none of the transactions referenced in the preceding sentence shall be deemed to be a voluntary withdrawal for purposes of Section 4.10 or an Event of Withdrawal for purposes of Section 5.2(a).

#### *SECTION 5.3 Transfer of Shares.*

(a) Except for Shares originally offered and sold in a transaction pursuant to Rule 504 under the Securities Act and freely transferable under applicable law or regulation, the Shares are 'restricted securities' that cannot be resold, pledged, or otherwise transferred without registration under the Securities Act and state securities laws or exemption therefrom and may not be resold, pledged or otherwise transferred without the prior written consent of the Sponsor, which

it may withhold in its sole discretion for any reason or for no reason. The Sponsor may provide such written consent in the Memorandum.

(b) Shares shall be transferable on the books of account for the Trust only by the record holder thereof or by his or her duly authorized agent upon delivery to the Sponsor or the Transfer Agent or similar agent of a duly authorized instrument of transfer, and such evidence of the genuineness of each such execution of such other matters as may be required by the Sponsor. Upon such delivery, and subject to any further requirements specified by the Sponsor, the transfer shall be recorded on the books of account for the Trust. Until a transfer is so recorded, the Shareholder of record of the Shares shall be deemed to be the Shareholder with respect to such Shares for all purposes hereunder and neither the Sponsor nor the Trust, the Transfer Agent nor any similar agent or registrar or any officer, employee or agent of the Trust shall be affected by any notice of a proposed transfer.

## **ARTICLE VI**

### **REDEMPTIONS**

SECTION 6.1 *Redemption of Shares.* The Shares may be redeemable upon receiving regulatory approval from the SEC and or otherwise as determined by the Sponsor in its sole discretion. Prior to accepting such redemptions, the Sponsor shall amend this Trust Agreement to include Share redemptions procedures consistent with such regulatory approval (if any) pursuant to Section 10.1 hereof. Notwithstanding anything to the contrary, a Share may be redeemed no earlier than twelve (12) months after its date of issuance.

## **ARTICLE VII**

### **SHAREHOLDERS**

SECTION 7.1 *No Management or Control; Limited Liability.* The Shareholders shall not participate in the management or control of the Trust nor shall they enter into any transaction on behalf of the Trust or have the power to sign for or bind the Trust, said power being vested solely and exclusively in the Sponsor. Except as provided in Section 7.3 hereof, no Shareholder shall be bound by, or be personally liable for, the expenses, liabilities or obligations of the Trust in excess of his share of the Trust Estate. Except as provided in Section 7.3 hereof, each Share owned by a Shareholder shall be fully paid and no assessment shall be made against any Shareholder. No salary shall be paid to any Shareholder in his capacity as a Shareholder, nor shall any Shareholder have a drawing account or earn interest on its share of the Trust Estate. By the purchase and acceptance or other lawful delivery and acceptance of Shares, each owner shall be deemed to be a Shareholder and beneficiary of the Trust and vested with beneficial undivided interest in the Trust to the extent of the Shares owned beneficially by such Shareholder, subject to the terms and conditions of this Trust Agreement.

SECTION 7.2 *Rights and Duties.* The Shareholders shall have the following rights, powers, privileges, duties and liabilities:

(a) The Shareholders shall have the right to obtain from the Sponsor information on all things affecting the Trust, provided that such is for a purpose reasonably related to the Shareholder's interest as a beneficial owner of the Trust.

(b) The Shareholders shall receive the share of the distributions provided for in this Trust Agreement in the manner and at the times provided for in this Trust Agreement.

(c) Except for the Shareholders' redemption rights set forth in Article VI hereof, Shareholders shall have the right to demand the return of their capital only upon the dissolution and winding up of the Trust and only to the extent of funds available therefor as provided in Section 12.2. In no event shall a Shareholder be entitled to demand or receive property other than cash upon the dissolution and winding up of the Trust. No Shareholder shall have priority over any other Shareholder as to distributions. The Shareholder shall not have any right to bring an action for partition against the Trust.

(d) Except as expressly set forth in this Trust Agreement, the Shareholders shall have no voting or other rights with respect to the Trust.

### SECTION 7.3 *Limitation of Liability.*

(a) Except as provided in Section 4.7(f) hereof, and as otherwise provided under Delaware law, the Shareholders shall be entitled to the same limitation of personal liability extended to stockholders of private corporations for profit organized under the general corporation law of Delaware and no Shareholder shall be liable for claims against, or debts of the Trust in excess of his share of the Trust Estate, except in the event that the liability is founded upon misstatements or omissions contained in such Shareholder's Agreement delivered in connection with his purchase of Shares. In addition, and subject to the exceptions set forth in the immediately preceding sentence, the Trust shall not make a claim against a Shareholder with respect to amounts distributed to such Shareholder or amounts received by such Shareholder upon redemption unless, under Delaware law, such Shareholder is liable to repay such amount.

(b) The Trust shall indemnify to the full extent permitted by law and the other provisions of this Agreement, and to the extent of the applicable Trust Estate, each Shareholder against any claims of liability asserted against such Shareholder solely because he is a beneficial owner of one or more Shares as a Shareholder.

(c) Every written note, bond, contract, instrument, certificate or undertaking made or issued by the Sponsor shall give notice to the effect that the same was executed or made by or on behalf of the Trust and that the obligations of such instrument are not binding upon the Shareholders individually but are binding only upon the assets and property of the Trust, and no resort shall be had to the Shareholders' personal property for satisfaction of any obligation or claim thereunder, and appropriate references may be made to this Trust Agreement and may contain any further recital which the Sponsor deems appropriate, but the omission thereof shall not operate to bind the Shareholders individually or otherwise invalidate any such note, bond, contract, instrument, certificate or undertaking. Nothing contained in this Section 7.3 shall diminish the limitation on the liability of the Trust to the extent set forth in Section 3.4 and 3.5 hereof.

#### SECTION 7.4 *Derivative Actions.*

In addition to any other requirement under applicable law include Section 3816 of the Delaware Trust Statute, no Shareholder shall have the right, power or authority to bring or maintain a derivative action, suit or other proceeding on behalf of the Trust unless two or more Shareholders who (i) are not affiliates of one another and (ii) collectively hold at least 10% of the outstanding Shares join in bringing or maintaining such actions, suit or proceeding; provided, however, that the preceding limitation shall not apply to derivative actions brought in the name of the Trust under the federal securities laws and the rules and regulations thereunder. **ARTICLE VIII**

### **BOOKS OF ACCOUNT AND REPORTS**

SECTION 8.1 *Books of Account.* Proper books of account for the Trust shall be kept and shall be audited annually by an independent certified public accounting firm selected by the Sponsor in its sole discretion, and there shall be entered therein all transactions, matters and things relating to the Trust as are required by the applicable law and regulations and as are usually entered into books of account kept by trusts. The books of account shall be kept at the principal office of the Trust and each Shareholder (or any duly constituted designee of a Shareholder) shall have, at all times during normal business hours, free access to and the right to inspect and copy the same for any purpose reasonably related to the Shareholder's interest as a beneficial owner of the Trust. Such books of account shall be kept, and the Trust shall report its profits and losses on, the accrual method of accounting for financial accounting purposes on a Fiscal Year basis as described in Article X.

#### SECTION 8.2 *Quarterly Updates, Annual Updates and Account Statements.*

(a) The Sponsor will prepare and publish the Trust's Quarterly Updates and Annual Updates as required by the OTCQX's Alternative Reporting Standards and any other applicable rules and regulations of the OTCQX, in each case as and when applicable.

(b) The Shareholders will have access to the Trust's website, which shall allow Shareholders to view their unaudited account statements, as available.

SECTION 8.3 *Tax Information.* Appropriate tax information (adequate to enable each Shareholder to complete and file its U.S. federal tax return) shall be delivered to each Shareholder as soon as practicable following the end of each Fiscal Year but generally no later than March 15. All such tax returns and information will be filed in a manner consistent with the treatment of the Trust as a grantor trust. The Trust's taxable year shall be the calendar year. The Trust shall comply with all United States federal withholding requirements respecting distributions to, or receipts of amounts on behalf of, Shareholders that the Sponsor reasonably believes are applicable under the Code. The consent of Shareholders shall not be required for such withholding.

SECTION 8.4 *Calculation of Net Asset Value.* Net Asset Value shall be calculated at such times as the Sponsor shall determine from time to time.

SECTION 8.5 *Maintenance of Records.* The Sponsor shall maintain: (a) for a period of at least six Fiscal Years all books of account required by Section 8.1 hereof; a list of the names and

last known address of, and number of Shares owned by, all Shareholders, a copy of the Certificate of Trust and all certificates of amendment thereto, together with executed copies of any powers of attorney pursuant to which any certificate has been executed; copies of the Trust's U.S. federal, state and local income tax returns and reports, if any; and (b) for a period of at least six Fiscal Years copies of any effective written Trust Agreements, including any amendments thereto, and any financial statements of the Trust. The Sponsor may keep and maintain the books and records of the Trust in paper, magnetic, electronic or other format at the Sponsor may determine in its sole discretion, provided the Sponsor uses reasonable care to prevent the loss or destruction of such records. If there is a conflict between this Section 8.5 and the rules and regulations of the OTCQX with respect to the maintenance of records, the records will be maintained pursuant to the rules and regulations of the OTCQX.

## **ARTICLE IX**

### **FISCAL YEAR**

SECTION 9.1 *Fiscal Year*. The Fiscal Year shall begin on the 1st day of January and end on the 31<sup>st</sup> day of December of each year. The first Fiscal Year of the Trust commenced on June 8, 2021 and ended on December 31, 2021. The Fiscal Year in which the Trust shall terminate shall end on the date of such termination.

## **ARTICLE X**

### **AMENDMENT OF TRUST AGREEMENT; MEETINGS**

SECTION 10.1 *Amendments to the Trust Agreement*.

(a) Except as specifically provided in this Section 10.1, the Sponsor may, in its sole discretion, and without the approval of the Shareholders, make such amendments to (including any supplements to or deletions from) this Trust Agreement as the Sponsor deems necessary or appropriate; provided, however, that the Sponsor shall not be permitted to make any such amendment, or otherwise supplement this Trust Agreement, if such amendment or supplement would permit the Sponsor, the Trustee or any other Person to vary the investment of Shareholders (within the meaning of Treasury Regulations Section 301.7701-4(c)) or would otherwise adversely affect the status of the Trust as a grantor trust for U.S. federal tax purposes.

Any amendments to this Trust Agreement which materially adversely affects the interests of the Shareholders shall occur only upon the vote of the Shareholders holding Shares equal to at least a majority (over 50%) of the Shares (not including Shares held by the Sponsor and its Affiliates). For all purposes of this Section 10.1, a Shareholder shall be deemed to consent to a modification or amendment to this Trust Agreement if the Sponsor has notified such Shareholder in writing of the proposed modification or amendment and the Shareholder has not, within twenty (20) calendar days of such notice, notified the Sponsor in writing that the Shareholder objects to such modification or amendment. Notwithstanding anything to the contrary herein, notice pursuant this Section 10.1 may be given by the Sponsor to the Shareholder by email or other

electronic transmission and shall be deemed given upon receipt without requirement of confirmation.

Notwithstanding any provision to the contrary contained in Sections 10.1(a) hereof, the Sponsor may, without the approval of the Shareholders, amend the provisions of this Trust Agreement if the Trust is advised at any time by the Trust's accountants or legal counsel that the amendments made are necessary to ensure that the Trust's status as a grantor trust will be respected for U.S. federal income tax purposes.

(b) Upon amendment of this Trust Agreement, the Certificate of Trust shall also be amended, if required by the Delaware Trust Statute, to reflect such change. At the expense of the Sponsor, the Trustee shall execute and file any amendment to the Certificate of Trust if so directed by the Sponsor.

(c) No amendment affecting the rights or duties of the Trustee shall be binding upon or effective against the Trustee unless consented to by the Trustee in writing. No amendment shall be made to this Trust Agreement without the consent of the Trustee if the Trustee reasonably believes that such amendment adversely affects any of the rights, duties or liabilities of the Trustee. The Trustee shall be under no obligation to execute any amendment to the Trust Agreement or to any agreement to which the Trust is a party until it has received an instruction letter and certification from the Sponsor, in form and substance reasonably satisfactory to the Trustee (i) directing the Trustee to execute such amendment, (ii) representing and warranting to the Trustee that such execution is authorized and permitted by the terms of the Trust Agreement and (if applicable) such other agreement to which the Trust is a party and does not conflict with or violate any other agreement to which the Trust is a party and (iii) confirming that such execution and acts related thereto are covered by the indemnity provisions of the Trust Agreement in favor of the Trustee and do not adversely affect the Trustee. The Trustee may, but is not required to enter into any amendment that has an adverse effect on the Trustee.

(d) To the fullest extent permitted by law, no provision of this Trust Agreement may be amended, waived or otherwise modified orally but only by a written instrument adopted in accordance with this Section.

SECTION 10.2 *Meetings of the Trust.* Meetings of the Shareholders may be called by the Sponsor and will be called by it upon the written request of Shareholders holding Shares equal to at least 30% of the Shares. Such call for a meeting shall be deemed to have been made upon the receipt by the Sponsor of a written request from Shareholders representing the requisite percentage of Shares. The Sponsor shall deposit in the United States mails, within 15 days after receipt of said request, written notice to all Shareholders thereof of the meeting and the purpose of the meeting, which shall be held on a date, not less than 30 nor more than 60 days after the date of mailing of said notice, at a reasonable time and place. Any notice of meeting shall be accompanied by a description of the action to be taken at the meeting and an opinion of independent counsel as to the effect of such proposed action on the liability of Shareholders for the debts of the Trust. Shareholders may vote in person or by proxy at any such meeting.

SECTION 10.3 *Action Without a Meeting.* Any action required or permitted to be taken by Shareholders by vote may be taken without a meeting by written consent setting forth the

actions so taken. Such written consents shall be treated for all purposes as votes at a meeting. If the vote or consent of any Shareholder to any action of the Trust or any Shareholder, as contemplated by this Trust Agreement, is solicited by the Sponsor, the solicitation shall be effected by notice to each Shareholder given in the manner provided in Section 13.5. The vote or consent of each Shareholder so solicited shall be deemed conclusively to have been cast or granted as requested in the notice of solicitation, whether or not the notice of solicitation is actually received by that Shareholder, unless the Shareholder expresses written objection to the vote or consent by notice given in the manner provided in Section 13.5 below and actually received by the Trust within 20 days after the notice of solicitation is affected. The Covered Persons dealing with the Trust shall be entitled to act in reliance on any vote or consent which is deemed cast or granted pursuant to this Section and shall be fully indemnified by the Trust in so doing. Any action taken or omitted in reliance on any such deemed vote or consent of one or more Shareholders shall not be void or voidable by reason of timely communication made by or on behalf of all or any of such Shareholders in any manner other than as expressly provided in Section 13.5.

## **ARTICLE XI**

### **TERM**

SECTION 11.1 *Term.* The term for which the Trust is to exist shall be perpetual, unless terminated pursuant to the provisions of Article XII hereof or as otherwise provided by law.

## **ARTICLE XII**

### **TERMINATION**

SECTION 12.1 *Dissolution of the Trust.*

(a) *Events Requiring Dissolution of the Trust.* The Trust shall dissolve at any time upon the happening of any of the following events:

(i) a United States federal or state regulator requires the Trust to shut down or forces the Trust to liquidate its SOLs or seizes, impounds or otherwise restricts access to Trust assets;

(ii) the Trust is determined to be a “money service business” under the regulations promulgated by FinCEN under the authority of the US Bank Secrecy Act and is required to comply with certain FinCEN regulations thereunder, and the Sponsor has made the determination that dissolution of the Trust is advisable;

(iii) the Trust is required to obtain a license or make a registration under any state law regulating money transmitters, money services business, providers of prepaid or stored value or similar entities, virtual currency business, and the Sponsor has made the determination that dissolution of the Trust is advisable;

(iv) any ongoing event exists that either prevents the Trust from making or makes impractical the Trust's reasonable efforts to make a fair determination of the SOL Market Price;

(v) any ongoing event exists that either prevents the Trust from converting or makes impractical the Trust's reasonable efforts to convert SOLs to USD;

(vi) the filing of a certificate of dissolution or revocation of the Sponsor's charter (and the expiration of 90 days after the date of notice to the Sponsor of revocation without a reinstatement of its charter) or upon the withdrawal, removal, adjudication or admission of bankruptcy or insolvency of the Sponsor, or an event of withdrawal (each of the foregoing events an “**Event of Withdrawal**”) unless at the time there is at least one remaining; or

(vii) the Custodian resigns or is removed without replacement.

(b) *Discretionary Dissolution of the Trust.* The Sponsor may, in its sole discretion, dissolve the Trust if any of the following events occur:

(i) the SEC determines that the Trust is an investment company required to be registered under the Investment Company Act of 1940;

(ii) the CFTC determines that the Trust is a commodity pool under the Commodity Exchange Act;

(iii) the Trust becomes insolvent or bankrupt;

(iv) all of the Trust's assets are sold;

(v) the determination of the Sponsor that the ongoing management and operation of the Trust is imprudent or impractical and contrary to the interest of Shareholders, or that the aggregate net assets of the Trust in relation to the expenses of the Trust make it unreasonable or imprudent to continue the business of the Trust;

(vi) the Sponsor receives notice from the IRS or from counsel for the Trust or the Sponsor that the Trust fails to qualify for treatment, or will not be treated, as a grantor trust under the Code; and

(vii) if the Trustee notifies the Sponsor of the Trustee's election to resign and the Sponsor does not appoint a successor trustee within 60 days, the Trust will dissolve.

(c) The death, legal disability, bankruptcy, insolvency, dissolution, or withdrawal of any Shareholder (as long as such Shareholder is not the sole Shareholder of the Trust) shall not result in the termination of the Trust, and such Shareholder, his estate, custodian or personal representative shall have no right to withdraw or value such Shareholder's Shares. Each Shareholder (and any assignee thereof) expressly agrees that in the event of his death, he waives on behalf of himself and his estate, and he directs the legal representative of his estate and any person interested therein to waive the furnishing of any inventory, accounting or appraisal of the assets of the Trust



and any right to an audit or examination of the books of the Trust, except for such rights as are set forth in Article VIII hereof relating to the Books of Account and reports of the Trust.

SECTION 12.2 *Distributions on Dissolution.* Upon the dissolution of the Trust, the Sponsor (in such capacity, the “**Liquidating Trustee**”) shall take full charge of the Trust Estate. The Liquidating Trustee shall have and may exercise, without further authorization or approval of any of the parties hereto, all of the powers conferred upon the Sponsor under the terms of this Trust Agreement, subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers, and provided that the Liquidating Trustee shall not have general liability for the acts, omissions, obligations and expenses of the Trust. Thereafter, in accordance with Section 3808(e) of the Delaware Trust Statute, the affairs of the Trust shall be wound up and all assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom shall be applied and distributed in the following order of priority: (a) to the expenses of liquidation and termination and to creditors, including Shareholders who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Trust (whether by payment or the making of reasonable provision for payment thereof) other than liabilities for distributions to Shareholders, and (b) to the Sponsor and each Shareholder pro rata in accordance with their respective Percentage Interests.

SECTION 12.3 *Termination; Certificate of Cancellation.* Following the dissolution and distribution of the assets of the Trust, the Trust shall terminate and Sponsor or Liquidating Trustee, as the case may be, shall instruct the Trustee to execute and cause such certificate of cancellation of the Certificate of Trust to be filed in accordance with the Delaware Trust Statute at the expense of the Sponsor or the Liquidating Trustee as the case may be. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the Trust as a separate legal entity shall continue until the filing of such certificate of cancellation.

## ARTICLE XIII

### MISCELLANEOUS

SECTION 13.1 *Governing Law.* The validity and construction of this Trust Agreement and all amendments hereto shall be governed by the laws of the State of Delaware, and the rights of all parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflict of laws provisions thereof; provided, however, that causes of action for violations of U.S. federal or state securities laws shall not be governed by this Section 13.1, and provided, further, that the parties hereto intend that the provisions hereof shall control over any contrary or limiting statutory or common law of the State of Delaware (other than the Delaware Trust Statute) and that, to the maximum extent permitted by applicable law, there shall not be applicable to the Trust, the Trustee, the Sponsor, the Shareholders or this Trust Agreement any provision of the laws (statutory or common) of the State of Delaware (other than the Delaware Trust Statute) pertaining to trusts which relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges, (b) affirmative requirements to post bonds for trustees, officers, agents, or employees of a trust, (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding or disposition of real or personal property, (d) fees or other sums payable to trustees, officers, agents or employees of a trust, (e) the

allocation of receipts and expenditures to income or principal, (f) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner of holding of trust assets, or (g) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees or managers that are inconsistent with the limitations on liability or authorities and powers of the Trustee or the Sponsor set forth or referenced in this Trust Agreement. Section 3540 of Title 12 of the Delaware Code shall not apply to the Trust. The Trust shall be of the type commonly called a “statutory trust,” and without limiting the provisions hereof, but subject to Sections 1.5 and 1.6, the Trust may exercise all powers that are ordinarily exercised by such a statutory trust under Delaware law. Subject to Sections 1.5 and 1.6, the Trust specifically reserves the right to exercise any of the powers or privileges afforded to statutory trusts and the absence of a specific reference herein to any such power, privilege or action shall not imply that the Trust may not exercise such power or privilege or take such actions.

SECTION 13.2 *Provisions In Conflict With Law or Regulations.*

(a) The provisions of this Trust Agreement are severable, and if the Sponsor shall determine, with the advice of counsel, that any one or more of such provisions (the “**Conflicting Provisions**”) are in conflict with the Code, the Delaware Trust Statute or other applicable U.S. federal or state laws or the rules and regulations of the OTCQX, the Conflicting Provisions shall be deemed never to have constituted a part of this Trust Agreement, even without any amendment of this Trust Agreement pursuant to this Trust Agreement; provided, however, that such determination by the Sponsor shall not affect or impair any of the remaining provisions of this Trust Agreement or render invalid or improper any action taken or omitted prior to such determination. No Sponsor or Trustee shall be liable for making or failing to make such a determination.

(b) If any provision of this Trust Agreement shall be held invalid or unenforceable in any jurisdiction, such holding shall not in any manner affect or render invalid or unenforceable such provision in any other jurisdiction or any other provision of this Trust Agreement in any jurisdiction.

SECTION 13.3 *Merger and Consolidation.* The Sponsor may cause (i) the Trust to be merged into or consolidated with, converted to or to sell all or substantially all of its assets to, another trust or entity; (ii) the Shares of the Trust to be converted into beneficial interests in another statutory trust (or series thereof); or (iii) the Shares of the Trust to be exchanged for Shares in another trust or company under or pursuant to any U.S. state or federal statute to the extent permitted by law. For the avoidance of doubt, the Sponsor, with written notice to the Shareholders, may approve and effect any of the transactions contemplated under (i) — (iii) above without any vote or other action of the Shareholders. This Section 13.3 shall not permit the Sponsor to cause the Trust to enter into a transaction that would result in the Trust not being treated as a grantor trust under applicable federal tax law.

SECTION 13.4 *Construction.* In this Trust Agreement, unless the context otherwise requires, words used in the singular or in the plural include both the plural and singular and words denoting any gender include all genders. The title and headings of different parts are inserted for convenience and shall not affect the meaning, construction or effect of this Trust Agreement.

SECTION 13.5 *Notices*. All notices or communications under this Trust Agreement (other than notices of pledge or encumbrance of Shares, and reports and notices by the Sponsor to the Shareholders) shall be in writing and shall be effective upon personal delivery, or if sent by mail, postage prepaid, or if sent electronically, by facsimile or by overnight courier; and addressed, in each such case, to the address set forth in the books and records of the Trust or such other address as may be specified in writing, of the party to whom such notice is to be given, upon the deposit of such notice in the United States mail, upon transmission and electronic confirmation thereof or upon deposit with a representative of an overnight courier, as the case may be. Notices of pledge or encumbrance of Shares shall be effective upon timely receipt by the Sponsor in writing.

All notices that are required to be provided to the Trustee shall be sent to:

Delaware Trust Company  
Attention: Corporate Trust Administration  
251 Little Falls Drive  
Wilmington, Delaware 19808

All notices that the Trustee is required to provide shall be sent to: if to  
the Trust, at

Osprey Solana Trust  
1241 Post Road, 2<sup>nd</sup> Floor  
Fairfield, CT 06824  
Attention: Chief Executive Officer

if to the Sponsor, at

Osprey Funds, LLC  
1241 Post Road, 2<sup>nd</sup> Floor  
Fairfield, CT 06824  
Attention: Chief Executive Officer

SECTION 13.6 *Counterparts*. This Trust Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

SECTION 13.7 *Binding Nature of Trust Agreement*. The terms and provisions of this Trust Agreement shall be binding upon and inure to the benefit of the heirs, custodians, executors, estates, administrators, personal representatives, successors and permitted assigns of the respective Shareholders. For purposes of determining the rights of any Shareholder or assignee hereunder, the Trust and the Sponsor may rely upon the Trust records as to who are Shareholders and permitted assignees, and all Shareholders and assignees agree that the Trust and the Sponsor, in determining such rights, shall rely on such records and that Shareholders and assignees shall be bound by such determination.

SECTION 13.8 *No Legal Title to Trust Estate.* Subject to the provisions of Section 1.7 in the case of the Sponsor, the Shareholders shall not have legal title to any part of the Trust Estate.

SECTION 13.9 *Creditors.* No creditors of any Shareholders shall have any right to obtain possession of, or otherwise exercise legal or equitable remedies with respect to the Trust Estate.

SECTION 13.10 *Integration.* This Trust Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

SECTION 13.11 *Goodwill; Use of Name.* No value shall be placed on the name or goodwill of the Trust, which shall belong exclusively to Osprey Funds, LLC.

**IN WITNESS WHEREOF**, the undersigned have duly executed this Declaration of Trust and Trust Agreement as of the day and year first above written.

**DELAWARE TRUST COMPANY**, as Trustee

By: \_\_\_\_\_  
Name:  
Title:

**OSPREY FUNDS, LLC**, as Sponsor

By: \_\_\_\_\_  
Name:  
Title:

### **Exhibit 3**

Amendment No. 1 to the Amended and Restated Declaration of Trust and Trust Agreement of Osprey Solana Trust, by and among Osprey Funds, LLC, dated as of December 1, 2022.

## **AMENDMENT NO. 1 TO TRUST AGREEMENT**

This Amendment No. 1 (the “Amendment”) to the Amended and Restated Declaration of Trust and Trust Agreement of Osprey Solana Trust, by and among Osprey Funds, LLC, a Delaware limited liability company (“Sponsor”), Delaware Trust Company (“Trustee”), and the Shareholders, dated as of June 1, 2022 (the “Trust Agreement”) is dated and effective as of December 1, 2022. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Trust Agreement.

WHEREAS, Section 10.1 of the Trust Agreement provides that the Sponsor and the Trustee may amend the Trust Agreement without the consent of Shareholders, subject to certain exceptions, including without limitation that the Sponsor deems the amendment advisable and the amendment in not adverse to the interest of Shareholders;

WHEREAS, the Sponsor deems it advisable to amend the Trust Agreement to enable Shareholders to redeem Shares held for less than twelve months, under such terms as the Sponsor deems necessary or appropriate in the interest of Shareholders, including without limitation, to facilitate a reverse Share split;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereto agree to amend the Trust Agreement as follows:

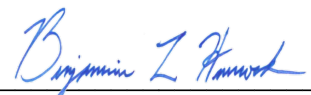
- A. Section 6.1 of the Trust Agreement is hereby amended, by deleting the last sentence in such Section, to enable Shareholders to redeem Shares prior to twelve months after the date of issuance where otherwise permitted under the Trust Agreement.
- B. All other terms and conditions of the Trust Agreement not hereby amended shall otherwise remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized signatories as of the date first indicated above.

OSPREY FUNDS, LLC:

By  \_\_\_\_\_  
Name: Gregory King  
Title: CEO

DELAWARE TRUST COMPANY:

By  \_\_\_\_\_  
Name: Benjamin Hancock  
Title: Vice President

## **Exhibit 4**

Amendment No.2 to the Amended and Restated Declaration of Trust and Trust Agreement of Osprey Solana Trust, dated as of March 15, 2023



## AMENDMENT NO. 2 TO TRUST AGREEMENT

This Amendment No. 2 (the “Amendment”) to the Amended and Restated Declaration of Trust and Trust Agreement of Osprey Solana Trust, by and among Osprey Funds, LLC, a Delaware limited liability company (“Sponsor”), Delaware Trust Company (“Trustee”), and the Shareholders, dated as of June 1, 2022 (the “Trust Agreement”) is dated and effective as of March 15, 2023. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Trust Agreement.

WHEREAS, Section 10.1 of the Trust Agreement provides that the Sponsor and the Trustee may amend the Trust Agreement without the consent of Shareholders, subject to certain exceptions, including without limitation that the Sponsor deems the amendment advisable and the amendment in not adverse to the interest of Shareholders;

WHEREAS, the Sponsor deems it advisable to amend Section 6.1 of the Trust Agreement to clarify that the requirement to adopt redemption procedures prior to accepting redemptions shall not apply to mandatory redemptions pursuant to a reverse Share split;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereto agree to amend the Trust Agreement as follows:

- A. The second sentence of Section 6.1 of the Trust Agreement is hereby amended and restated as follows: “Prior to accepting such redemptions, the Sponsor shall amend this Trust Agreement to include Share redemptions procedures consistent with such regulatory approval (if any) pursuant to Section 10.1 hereof, provided that such requirement shall not apply to partial share redemptions resulting from a reverse Share split.”
- B. All other terms and conditions of the Trust Agreement not hereby amended shall otherwise remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized signatories as of the date first indicated above.

OSPREY FUNDS, LLC:

By \_\_\_\_\_  
Name:  
Title:

DELAWARE TRUST COMPANY:

By \_\_\_\_\_  
Name:  
Title:

## **Exhibit 5**

Custodial Services Agreement with Coinbase Custody Trust Company, LLC

## COINBASE CUSTODY CUSTODIAL SERVICES AGREEMENT

This Custodial Services Agreement (“**Agreement**”) is made by and between Osprey Solana Trust (“**Client**”) and Coinbase Custody Trust Company, LLC, with an address at 200 Park Avenue South, Suite 1208, New York, NY 10003 (“**Coinbase Custody**”). This Agreement governs Client’s use of the Custodial Services (as defined herein) provided by Coinbase Custody as a fiduciary to Client’s assets.

### 1. CUSTODIAL SERVICES.

- 1.1. Custodial Services.** Client hereby appoints Coinbase Custody as its provider of Custodial Services in accordance with the terms and conditions of this Agreement. Coinbase Custody shall provide Client with a segregated custody account controlled and secured by Coinbase Custody (“**Custodial Account**”) to store certain digital assets supported by Coinbase Custody (“**Digital Assets**”), on Client’s behalf (“**Custodial Services**”). Coinbase Custody is a fiduciary under § 100 of the New York Banking Law and a qualified custodian for purposes of Rule 206(4)-2(d)(6) under the Investment Advisers Act of 1940, as amended, and is licensed to custody Client’s Digital Assets in trust on Client’s behalf. Digital Assets in Client’s Custodial Account are not treated as general assets of Coinbase Custody. Rather, Coinbase Custody serves as a fiduciary and custodian on Client’s behalf, and the Digital Assets in Client’s Custodial Account are considered fiduciary assets that remain Client’s property.
- 1.2. Opt-in to Division 8 of the New York Commercial Code.** Coinbase Custody is a “securities intermediary” as that term is defined in Division 8 of the Commercial Code of the State of New York. Although it holds only Digital Assets, Client’s Custodial Account is considered a “securities account” under Division 8, and Client is the “entitlement holder” of the securities account under Division 8. Digital Assets in Client’s Custodial Account are treated as “financial assets” under Division 8. Coinbase Custody is obligated by Division 8 to maintain sufficient Digital Assets to satisfy all entitlements of its customers to the same Digital Assets. Coinbase Custody may not grant a security interest in the Digital Assets in Client’s Custodial Account. Digital Assets in Client’s Custodial Account are custodial assets. Under Division 8, the Digital Assets in Client’s Custodial Account are not general assets of Coinbase Custody and are not available to satisfy claims of creditors of Coinbase Custody. The treatment of Digital Assets in Client’s Custodial Account as financial assets under Division 8 does not determine the characterization or treatment of the Digital Assets under any other law or rule.
- 1.3. Custodial Services Fees.** Subject to any addenda or attachments hereto, the fees for Custodial Services shall be calculated in accordance with Schedule A (“**Fee Schedule**”). Coinbase Custody may propose modifications to the Fee Schedule at any time, upon at least thirty (30) days’ advance notice of such modifications to Client. Such modifications to the Fee Schedule shall be agreed to by Client and Coinbase

Custody in writing or to the extent the parties cannot reach an agreement, either party may elect to terminate this Agreement in accordance with Section 4.5 and discontinue the Custodial Services without charge or penalty.

- 1.4. No Investment Advice or Brokerage.** Coinbase Custody does not provide investment, tax, or legal advice, nor does Coinbase Custody broker transactions on Client's behalf. Client acknowledges that Coinbase Custody has not provided any advice or guidance or made any recommendations to Client with regard to the suitability or value of any Digital Assets, and that Coinbase Custody has no liability regarding any selection of a Digital Asset that is held by Client through Client's Custodial Account and the Custodial Services. All deposit and withdrawal transactions are executed based on Client's Instructions and in accordance with posted deposit and withdrawal execution procedures, and Client is solely responsible for determining whether any investment, investment strategy, or related transaction involving Digital Assets is appropriate for Client based on Client's personal investment objectives, financial circumstances, and risk tolerance. Client should consult its legal or tax professional regarding Client's specific situation.
- 1.5. Acknowledgement of Risks.** Client acknowledges that Digital Assets are not covered by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation.

## 2. CREATING A CUSTODIAL ACCOUNT.

- 2.1. Registration of Custodial Account.** The Custodial Services are provided through the website located at <https://custody.coinbase.com/>, associated websites and application programming interfaces ("APIs") (collectively, the "**Coinbase Custody Site**"). To use the Custodial Services, Client must create a Custodial Account by providing Coinbase Custody with all information requested. Coinbase Custody may, in its sole discretion, limit the number of Custodial Accounts a Client may operate.
- 2.2. Authorized Representatives.** Client shall provide the names of authorized employees and/or agents who shall be authorized to access the Coinbase Custody Site and issue instructions to Coinbase Custody on behalf of Client (each an "**Authorized Representative**"). Each Authorized Representative will continue in such capacity until such time as Coinbase Custody receives instructions from Client that its Authorized Representatives have changed. Client shall promptly notify Coinbase Custody in the event that the Authorized Representatives have changed.

## 3. CUSTODIAL ACCOUNT.

- 3.1. In General.** The Custodial Services allow (i) Client to deposit supported Digital Assets from a public blockchain address controlled by Client into its Custodial Account, (ii) withdraw supported Digital Assets from its Custodial Account to a public blockchain address controlled by Client, and (iii) certain additional services as

may be agreed to between the Client and Trust Company from time to time in an addendum or attachment hereto. Each such deposit or withdrawal shall be a “**Custody Transaction**” and conform to Instructions (as defined below) provided by Client through the Coinbase Custody Site. Client shall withdraw Digital Assets only to public blockchain addresses and accounts owned by Client. Digital Assets are stored in Client’s Custodial Account in accordance with the terms of this Agreement and are not commingled with other client’s Digital Assets. **Coinbase Custody reserves the right to refuse to process or to cancel any pending Custody Transaction as required by law or in response to a subpoena, court order, or other binding government order or to enforce transaction, threshold, and condition limits or if Coinbase Custody reasonably believes that the Custody Transaction may violate or facilitate the violation of an applicable law, regulation or applicable rule of a governmental authority or self-regulatory organization. Coinbase Custody cannot reverse a Custody Transaction which has been broadcast to a Digital Asset network.**

- 3.2. Instructions.** Coinbase Custody may act upon instructions received from Client (if Client is a natural person) or Client’s Authorized Representatives (“**Instructions**”). When taking action upon Instructions, Coinbase Custody shall act in a reasonable and proper manner, and provided that (i) Instructions shall continue in full force and effect until cancelled or superseded (except in respect of Instructions executed by Coinbase Custody, which can no longer be cancelled), (ii) if any Instructions are ambiguous, Coinbase Custody shall refuse to execute such Instructions until any such ambiguity has been resolved to Coinbase Custody’s satisfaction, (iii) Coinbase Custody may refuse to execute Instructions if in Coinbase Custody’s opinion such Instructions are outside the scope of its obligations under this Agreement or are contrary to any applicable law, rule or other regulatory requirement (whether arising from any governmental authority or self-regulatory organization), and (iv) Coinbase Custody may rely in the performance of its duties under this Agreement and without liability on its part, upon any Instructions believed by it in good faith to be given by Client’s Authorized Representatives (or otherwise to have been given on Client’s behalf) and upon any notice, request, consent, certificate or other instrument believed by it in good faith to be genuine and to be signed or furnished by the proper party or parties thereto, including (without limitation) Client or any of Client’s Authorized Representatives. Client is responsible for losses resulting from inaccurate Instructions (e.g., if Client provides the wrong destination address to Coinbase Custody for executing a withdrawal transaction). Coinbase Custody is responsible for losses resulting from Coinbase Custody’s errors in executing a transaction (e.g., if Client provides the correct destination address for executing a withdrawal transaction, but Coinbase Custody erroneously sends Client’s Digital Assets to another destination address).
- 3.3. Digital Asset Deposits and Withdrawals.** Coinbase Custody processes supported Digital Asset deposits and withdrawals according to Instructions received from Client or Client’s Authorized Representatives, and Coinbase Custody does not guarantee the

identity of any user, receiver, requestee, or other party. Client should verify all transaction information prior to submitting instructions to Coinbase Custody. Client should manage and keep secure any and all information or devices associated with deposit and withdrawal verification procedures, including YubiKeys and passphrases or other security or confirmation information. Client agrees that it will not withdraw Digital Assets to a blockchain address that is not under Client's control. Coinbase Custody reserves the right to charge network fees (miner fees) to process a Digital Asset transaction on Client's behalf. Coinbase Custody will calculate the network fee, if any, in its discretion, although Coinbase Custody will always notify Client of the network fee at or before the time Client authorizes the transaction. Coinbase Custody reserves the right to delay any Custody Transaction if it perceives a risk of fraud or illegal activity.

- 3.4. Digital Asset Storage and Transmission Delays.** Coinbase Custody requires up to twenty-four (24) hours between any request to withdraw Digital Assets from Client's Custodial Account and submission of Client's withdrawal to the applicable Digital Asset network. Since Coinbase Custody securely stores all Digital Asset private keys in offline storage, it may be necessary to retrieve certain information from offline storage in order to facilitate a withdrawal in accordance with Client's Instructions, which may delay the initiation or crediting of such withdrawal. Client acknowledges and agrees that a Custody Transaction may be delayed, and that Digital Assets shall not be deposited or withdrawn upon less than twenty-four (24) hours' notice initiated from Client's Custodial Account. The time of such request shall be the time such notice is transmitted from Client's Custodial Account. Coinbase Custody makes no representations or warranties with respect to the availability and/or accessibility of (1) the Digital Assets, (2) a Custody Transaction, (3) the Custodial Account, or (4) the Custodial Services.

While Coinbase Custody will make reasonable efforts to process Client initiated deposits in a timely manner, Coinbase Custody makes no representations or warranties regarding the amount of time needed to complete processing as such processing is dependent upon many factors outside of Coinbase Custody's control.

- 3.5. Supported Digital Assets.** The Custodial Services are available only in connection with those Digital Assets that Coinbase Custody, in its sole discretion, decides to support. The Digital Assets that Coinbase Custody supports may change from time to time. Prior to initiating a deposit of Digital Asset to Coinbase Custody, Client must confirm that Coinbase Custody offers Custodial Services for that specific Digital Asset. By initiating a deposit of Digital Asset to a Custodial Account, Client attests that Client has confirmed that the Digital Asset being transferred is a supported Digital Asset offered by Coinbase Custody. Under no circumstances should Client attempt to use the Custodial Services to deposit or store Digital Assets in any forms that are not supported by Coinbase Custody. Depositing or attempting to deposit Digital Assets that are not supported by Coinbase Custody will result in such Digital Asset being

- irretrievable by Client and Coinbase Custody. Coinbase Custody assumes no obligation or liability whatsoever regarding any unsupported Digital Asset sent or attempted to be sent to it, or regarding any attempt to use the Custodial Services for Digital Assets that Coinbase Custody does not support. To confirm which Digital Assets are supported by Coinbase Custody, Client should login at [Coinbase Custody Site](#) and carefully review the list of supported Digital Assets. Coinbase Custody recommends that Client deposit a small amount of supported Digital Asset as a test prior to initiating a deposit of a significant amount of supported Digital Asset.** Coinbase Custody may from time to time determine types of Digital Asset that will be supported or cease to be supported by the Custodial Services. Coinbase Custody shall provide Client with thirty (30) days' written notice before ceasing to support a Digital Asset, unless Coinbase Custody is required to cease such support by court order, statute, law, rule (including a self-regulatory organization rule), regulation, code, or other similar requirement.
- 3.6. Advanced Protocols.** Unless specifically announced on the [Coinbase Custody Site](#) or through some other official public statement of Coinbase Custody, Coinbase Custody does not support airdrops, metacoins, colored coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins which supplement or interact with a Digital Asset supported by Coinbase Custody (collectively, "**Advanced Protocols**"). Client shall not use Client's Custodial Account to attempt to receive, request, send, store, or engage in any other type of transaction involving an Advanced Protocol. The Coinbase Custody platform is not configured to detect and/or secure Advanced Protocol transactions and neither Client nor Coinbase Custody will be able to retrieve any unsupported Advanced Protocol. Coinbase Custody assumes absolutely no liability, obligation or responsibility whatsoever in respect to Advanced Protocols.
- 3.7. Operation of Digital Asset Protocols.** Coinbase Custody does not own or control the underlying software protocols which govern the operation of Digital Assets supported in the Coinbase Custody platform. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. By using the Custodial Services, Client acknowledges and agrees (i) that Coinbase Custody makes no guarantee of the functionality, security, or availability of underlying protocols; (ii) that some underlying protocols are subject to consensus-based proof of stake validation methods which may allow, by virtue of their governance systems, changes to the associated blockchain or digital ledger ("**Governance Modifiable Blockchains**"), and that any Custody Transactions made by Client validated on such Governance Modifiable Blockchains may be affected accordingly; and (iii) that the underlying protocols are subject to sudden changes in operating rules (a/k/a "**forks**"), and that such forks may materially affect the value, function, and/or even the name of the Digital Asset Client stores in Client's Custodial Account. In the event of a fork, Client agrees that Coinbase Custody may temporarily suspend Coinbase Custody operations (with or without notice to Client) and that Coinbase Custody may, in its sole discretion, decide whether or not to support (or cease supporting) either branch of the forked protocol entirely. Client acknowledges and agrees that Coinbase



Custody assumes absolutely no liability, obligation or responsibility whatsoever in respect to the operation of underlying software protocols, transactions affected by Governance Modifiable Blockchains, or an unsupported branch of a forked protocol and, accordingly, Client acknowledges and assumes the risk of the same.

- 3.8. Use of the Custodial Services.** Client acknowledges and agrees that Coinbase Custody may monitor use of the Custodial Account and the Custodial Services and the resulting information may be utilized, reviewed, retained and or disclosed by Coinbase Custody for its internal purposes or in accordance with the rules of any applicable legal, regulatory or self-regulatory organization or as otherwise may be required to comply with relevant law, sanctions programs, legal process or government request.
- 3.9. Privacy.** Coinbase Custody shall only use Client's non-personal information in order to provide Services to the Client as outlined in this Agreement, to comply with its legal obligations, and for research and development. Coinbase Custody may only disclose Client information externally in an anonymized or aggregated form that does not identify Client and is stripped of any persistent identifiers (such as device identifiers, IP addresses, and cookie IDs).

Coinbase, Inc.'s Privacy Policy, available at <https://www.coinbase.com/legal/privacy>, sets out Coinbase Custody's use of any personal data collected by Coinbase Custody relating to any natural persons, which may include representatives of the Client.

- 3.10. Security.** Coinbase Custody has implemented and will maintain a reasonable information security program that includes policies and procedures that are reasonably designed to safeguard Coinbase Custody's electronic systems and Client's Confidential Information from, among other things, unauthorized access or misuse. In the event of a Data Security Incident (defined below), Coinbase Custody shall promptly notify Client and such notice shall include the following information: (i) the timing and nature of the Data Security Incident, (ii) the information related to Client that was compromised, including the names of any individual acting on Client's behalf in his or her corporate capacity whose personal information was compromised, (iii) when the Data Security Incident was discovered, and (iv) remedial actions that have been taken and that Coinbase Custody plans to take. "**Data Security Incident**" is defined as any incident whereby (a) an unauthorized person (whether within Coinbase Custody or a third party) acquired or accessed Client's information, or (b) Client's information is otherwise lost, stolen or compromised.
- 3.11. Confidentiality.** The parties agree that the recipient of any non-public, confidential or proprietary information of the other party including without limitation the existence and terms of this Agreement and information relating to the other party's business operations or business relationships or pursuant to this Agreement, including without limitation the pricing schedule (collectively "**Confidential Information**") will not disclose such Confidential Information to any third party except to such

party's officers, directors, agents, employees, consultants, contractors and professional advisors who need to know the Confidential Information for the purpose of assisting in the performance of this Agreement and who are informed of, and agree to be bound by obligations of confidentiality no less restrictive than those set forth herein, and will protect such Confidential Information from unauthorized use and disclosure. Each party shall use any Confidential Information that it receives pursuant to or in connection with this Agreement solely for performance of this Agreement, and no other purpose. Confidential Information shall not include any (i) information that is or becomes generally publicly available through no fault of the recipient, (ii) information that the recipient obtains from a third party (other than in connection with this Agreement) that, to the recipient's best knowledge, is not bound by a confidentiality agreement prohibiting such disclosure; (iii) information that is independently developed or acquired by the recipient without the use of Confidential Information provided by the disclosing party; (iv) disclosure with the prior written consent of the disclosing party.

Notwithstanding the foregoing, each party may disclose Confidential Information of the other party to the extent required by a court of competent jurisdiction or governmental authority or otherwise required by law; provided, however, the party making such required disclosure shall first notify the other party (to the extent legally permissible) and shall afford the other party a reasonable opportunity to seek confidential treatment if it wishes to do so. For the purposes of this Agreement, no affiliate of Coinbase Custody shall be considered a third party; provided that Coinbase Custody causes such entity to undertake the obligations in this section. All documents and other tangible objects containing or representing Confidential Information and all copies or extracts thereof or notes derived therefrom that are in the possession or control of the recipient shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party or destroyed, each upon the disclosing party's request; provided, however, notwithstanding the foregoing, the recipient may retain one (1) copy of Confidential Information if (a) required by law or regulation, or (b) retained pursuant to a bona fide and consistently applied document retention policy; provided, further, that in either case, any Confidential Information so retained shall remain subject to the confidentiality obligations of this Agreement.

**3.12. Account Statements.** Coinbase Custody will provide Client with an electronic account statement: (1) every calendar quarter, at a minimum; or (2) for any month in which Client deposited or withdrew Digital Assets. Each account statement will identify the amount of each Digital Asset in Client's Custodial Account at the end of the period and set forth all transactions in Client's account during that period. Coinbase Custody will send a notice to the email of record given to Coinbase Custody when a new account statement is made available.

**3.13. Independent Verification.** If Client is subject to Rule 206(4)-2 under the Investment Advisers Act of 1940, Coinbase Custody shall, upon written request, provide Client

authorized independent public accountant confirmation of or access to information sufficient to confirm (i) Client's Digital Assets as of the date of an examination conducted pursuant to Rule 206(4)-2(a)(4), and (ii) Client's Digital Assets are held either in a separate account under Client's name or in accounts under Client's name as agent or trustee for Client's clients.

**3.14. Third-Party Payments.** The Custodial Services are not intended to facilitate third-party payments of any kind. As such, Coinbase Custody has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that Client may purchase or sell to or from a third party (including other users of Custodial Services) involving Digital Assets that Client intends to store, or have stored, in Client's Custodial Account.

#### **4. GENERAL USE, PROHIBITED USE, AND TERMINATION.**

##### **4.1. Limited Licenses**

**4.1.1. Coinbase Custody Site and Content.** During the term of this Agreement, Coinbase Custody hereby grants Client a limited, nonexclusive, non-transferable, non-sublicensable, revocable, and royalty-free license, subject to the terms of this Agreement, to access and use the Coinbase Custody Site and related content, materials, information (collectively, the "**Content**") solely for Client's internal business use and other approved purposes as permitted by Coinbase Custody in writing from time to time. Any other use of the Coinbase Custody Site or Content is expressly prohibited. All other right, title, and interest (including all copyright, trademark, patent, trade secrets, and all other intellectual property rights) in the Coinbase Custody Site or Content and Custodial Services is and will remain the exclusively the property of Coinbase Custody and its licensors. Client shall not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Custodial Services or Content, in whole or in part. "custody.coinbase.com," "Coinbase," "Coinbase Custody," "Coinbase Custody" and all logos related to the Custodial Services or displayed on the Coinbase Custody Site are either trademarks or registered marks of Coinbase Custody or its licensors. Client may not copy, imitate or use them without Coinbase Custody's prior written consent. The license granted under this Section 4.1.1 will automatically terminate upon termination of this Agreement, or the suspension or termination of Client's access to the Coinbase Custody Site or Custodial Services.

**4.1.2. Limited License of Coinbase Custody Brand.** Notwithstanding Section 6.1(vi) of this Agreement, during the term of this Agreement, each party hereby grants to the other a nonexclusive, non-transferable,

non-sublicensable, revocable, and royalty-free right, subject to the terms of this Agreement, to display its trademark or logo, or otherwise refer to its name and likeness (the “**Brand**”), for the sole and limited purpose of identifying such other party as a service provider or client of the Custodial Services, as applicable, on its website or to investors or the public, as required by its investment activities. Client may also use the Coinbase Custody Brand in published form, including but not limited to investor or related marketing materials using only the content pre-approved by Coinbase Custody (“**Pre-Approved Marketing Content**”) as set forth in Exhibit A hereto. Client (1) shall not deviate from nor modify the Pre-Approved Marketing Content or brand guidelines found in Exhibit A, except as provided therein, and (2) shall not make any representations or warranties regarding the Custodial Services provided by Coinbase Custody (other than factually accurate statements that Coinbase Custody is a provider of Custodial Services). Each party acknowledges that it shall not acquire any right of ownership to the other parties’ copyrights, patents, trade secrets, trademarks, trade dresses, service marks, or other intellectual property rights, and further agrees that it will cease using any materials that bear the other parties’ Brand upon termination of this Agreement. All uses of each parties’ Brand hereunder shall inure to the benefit of such party and the other party shall not do or cause to be done any act or thing that may in any way adversely affect any rights of the party owning the Brand in and to its Brand or otherwise challenge the validity of its Brand or any application for registration thereof, or any trademark registration thereof, or any rights therein. Notwithstanding the foregoing, Coinbase Custody shall retain the right to request that Client modify or terminate its use of the Coinbase Custody Brand if Coinbase Custody, in its sole and absolute discretion, disapproves of Client’s use of the Coinbase Custody Brand.

- 4.2. Website Accuracy.** Although Coinbase Custody intends to provide accurate and timely information on the Coinbase Custody Site, the Coinbase Custody Site (including, without limitation, the Content) may not always be entirely accurate, complete, or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide Client with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding Coinbase Custody policies, products and services. Accordingly, Client should verify all information before relying on it, and all decisions based on information contained on the Coinbase Custody Site are Client’s sole responsibility and Coinbase Custody shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by Coinbase Custody. Coinbase Custody is not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible from or linked to the Coinbase Custody Site.

- 4.3. Third-Party or Non-Permissioned Use.** Except for fund administrators, Client shall not grant permission to a third party or non-permissioned user to access or connect to Client's Custodial Account, either through the third party's product or service or through the Coinbase Custody Site. Client acknowledges that granting permission to a third party or non-permissioned user to take specific actions on Client's behalf does not relieve Client of any of Client's responsibilities under this Agreement and may violate the terms of this Agreement. Client is fully responsible for all acts or omissions of any third party or non-permissioned user with access to Client's Custodial Account. Further, Client acknowledges and agrees that Client will not hold Coinbase Custody responsible for, and will indemnify Coinbase Custody from, any liability arising out of or related to any act or omission of any third party or non-permissioned user with access to Client's Custodial Account. Client must notify Coinbase Custody immediately if a third party or non-permissioned user accesses or connects to Client's Custodial Account by contacting Client's Custodial Account representative or by emailing [custody@coinbase.com](mailto:custody@coinbase.com) from the email address associated with Client's Custodial Account.
- 4.4. Prohibited Use.** Client represents and warrants that Client will not use the Custodial Services or Custodial Account for any illegal activity, including without limitation illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data, the financing of terrorism, other violent activities or any prohibited market practices, including without limitation activities and business set forth in Appendix 1.
- 4.5. Termination for Convenience.** Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. Notwithstanding the foregoing, Client may cancel Client's Custodial Account at any time by withdrawing all balances and contacting Coinbase Custody at [custody@coinbase.com](mailto:custody@coinbase.com). Client will not be charged for canceling Client's Custodial Account, although Client will be required to pay any outstanding amounts owed to Coinbase Custody. Client authorizes Coinbase Custody to cancel or suspend any pending deposits or withdrawals at the time of cancellation.
- 4.6. Suspension, Termination, and Cancellation.** Coinbase Custody may: (a) suspend or restrict Client's access to the Custodial Services, and/or (b) deactivate, terminate or cancel Client's Custodial Account if:
- 4.6.1.** Coinbase Custody is so required by a facially valid subpoena, court order, or binding order of a government authority;
  - 4.6.2.** Coinbase Custody reasonably suspects Client of using Client's Custodial Account in connection with a Prohibited Use or Prohibited Business, as set forth in Appendix 1;

- 4.6.3. Coinbase Custody perceives a heightened risk of legal or regulatory non-compliance associated with Client's Custodial Account activity;
- 4.6.4. Coinbase Custody service partners are unable to support Client's use;
- 4.6.5. Client takes any action that Coinbase Custody deems as circumventing Coinbase Custody's controls, including, but not limited to, opening multiple Custodial Accounts, abusing promotions which Coinbase Custody may offer from time to time, or otherwise making a misrepresentation of Client's Custodial Account; or
- 4.6.6. Client breaches or violates the terms of this Agreement.

If Coinbase Custody suspends or closes Client's Custodial Account or terminates Client's use of the Custodial Services for any reason, Coinbase Custody will provide Client with notice of Coinbase Custody's actions unless a court order or other legal or regulatory process prohibits Coinbase Custody from providing Client with such notice. Client acknowledges that Coinbase Custody's decision to take certain actions, including limiting access to, suspending, or closing Client's Custodial Account, may be based on confidential criteria that are essential to Coinbase Custody's risk management and security protocols. Client agrees that Coinbase Custody is under no obligation to disclose the details of its risk management and security procedures to Client.

Client will be permitted to withdraw Digital Assets associated with Client's Custodial Account for ninety (90) days after Custodial Account deactivation or cancellation unless such withdrawal is otherwise prohibited (i) under the law, including but not limited to applicable sanctions programs, or (ii) by a facially valid subpoena, court order, or binding order of a government authority. If a shorter time frame than the ninety (90) days prescribed in the preceding sentence is required by an applicable court order, subpoena or regulatory or governmental authority, Client shall use best efforts to withdraw such Digital Assets within such shorter time frame.

- 4.7. **Relationship of the Parties.** Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, Client and Coinbase Custody to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either Client or Coinbase Custody to be treated as the agent of the other.
- 4.8. **Password Security; Contact Information.** Client is responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys, YubiKeys, other security or confirmation information or hardware, or any other codes that Client uses to access the Custodial Services. Any loss or compromise of the foregoing information and/or Client's personal information may result in unauthorized access to Client's Custodial Account by third-parties and the loss or theft of any Digital Assets held in Client's Custodial Account. Client is responsible for keeping Client's email address and telephone

number up to date in Client's Custodial Account profile in order to receive any notices or alerts that Coinbase Custody may send Client. Coinbase Custody **assumes no responsibility for any loss that Client may sustain due to compromise of Custodial Account login credentials due to no fault of Coinbase Custody and/or failure to follow or act on any notices or alerts that Coinbase Custody may send to Client.** In the event Client believes Client's Custodial Account information has been compromised, Client must contact Coinbase Custody Support immediately at [custody@coinbase.com](mailto:custody@coinbase.com).

- 4.9. Taxes.** It is Client's sole responsibility to determine whether, and to what extent, any taxes apply to any deposits or withdrawals Client conducts through the Custodial Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Client's deposit and withdrawal history is available by accessing Client's Custodial Account through the Coinbase Custody Site or by contacting Client's account representative.
- 4.10. Additional Matters.** In addition to any additional service providers that may be described in an addendum or attachment hereto, Client acknowledges and agrees that the Custodial Services may be provided from time to time by, through or with the assistance of affiliates of, or vendors to, Coinbase Custody. Client shall receive notice of any material change in the entities that provide the Custodial Services. Unless Client terminates this Agreement as permitted herein, any new agreements or amended terms and conditions, associated with such change shall be governed by Sections 8.2 and 8.3 herein.
- 4.11. Death of Account Holder.** To the extent Client is a natural person, if Coinbase Custody receives legal documentation confirming Client's death or other information leading Coinbase Custody to believe Client is deceased, Coinbase Custody will freeze Client's Custodial Account ("**Freeze Period**"). During the Freeze Period, no transactions may be completed until: (i) Client's designated fiduciary has opened a new Custodial Account, as further described below, and the entirety of Client's Custodial Account has been transferred to such new Custodial Account, or (ii) Client has received proof in a form satisfactory to Coinbase Custody that Client is not deceased. If Coinbase Custody has reason to believe Client is deceased but Coinbase Custody does not have proof of Client's death in a form satisfactory to Coinbase Custody, Client authorizes Coinbase Custody to make inquiries, whether directly or through third parties, that Coinbase Custody considers necessary to ascertain whether Client is deceased. Upon receipt by Coinbase Custody of proof satisfactory to Coinbase Custody that Client is deceased, the fiduciary Client designated in a valid Will or similar testamentary document will be required to open a new Custodial Account. If Client has not designated a fiduciary, then Coinbase Custody reserves the right to (i) treat as Client's fiduciary any person entitled to inherit Client's Custodial Account, as determined by Coinbase Custody upon receipt and review of the documentation Coinbase Custody, in its sole and absolute discretion, deems necessary or appropriate, including (but not limited to) a Will, a living trust or a Small Estate

Affidavit, or (ii) require an order designating a fiduciary from a court having competent jurisdiction over Client's estate. In the event Coinbase Custody determines, in its sole and absolute discretion, that there is uncertainty regarding the validity of the fiduciary designation, Coinbase Custody reserves the right to require an order resolving such issue from a court of competent jurisdiction before taking any action relating to Client's Custodial Account. Pursuant to the above, the opening of a new Custodial Account by a designated fiduciary is mandatory following the death of Client, and Client hereby agrees that his/her fiduciary shall be required to open a new Custodial Account and provide the information required under Section 2 of this Agreement in order to gain access to the contents of Client's Custodial Account.

## 5. COINBASE CUSTODY CONTACT INFORMATION AND DISPUTE RESOLUTION.

- 5.1. Contact Coinbase Custody; Complaints.** If Client has any feedback, questions, or complaints, Client may contact Coinbase Custody Customer Support, located at 200 Park Avenue South, Suite 1208, New York, NY 10003, via email at [custody@coinbase.com](mailto:custody@coinbase.com) or by telephone to Coinbase Custody at +1 (646) 760-6195.

If Client is a customer of Coinbase Custody in the United States, Client may also direct a complaint to the attention of: New York State Department of Financial Services, One State Street, New York, NY 10004-1511; +1 (212) 480-6400. Please visit [www.dfs.ny.gov](http://www.dfs.ny.gov) for additional information.

- 5.2. Arbitration.** THE PARTIES AGREE THAT ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR CLIENT'S USE OF THE CUSTODIAL SERVICES SHALL BE FINALLY SETTLED IN BINDING PRIVATE ARBITRATION. THE ARBITRATION WILL BE CONDUCTED IN THE ENGLISH LANGUAGE BY A SINGLE, NEUTRAL ARBITRATOR AND SHALL TAKE PLACE IN A MUTUALLY AGREED UPON LOCATION USING A MUTUALLY AGREED UPON BODY OF ARBITRATION RULES. THE ARBITRATOR MAY AWARD ANY RELIEF THAT A COURT OF COMPETENT JURISDICTION COULD AWARD, INCLUDING ATTORNEYS' FEES WHEN AUTHORIZED BY LAW, AND THE ARBITRAL DECISION MAY BE ENFORCED IN ANY COURT. EACH PARTY WILL BE RESPONSIBLE FOR ANY OTHER FEES OR COSTS, SUCH AS ATTORNEYS' FEES THAT IT MAY INCUR. IN ANY ACTION OR PROCEEDING TO ENFORCE THIS ARBITRATION PROVISION, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER COSTS AND ATTORNEYS' FEES.

## 6. REPRESENTATIONS AND WARRANTIES.

- 6.1. Client's Representations and Warranties.** In addition to the obligations arising under this Agreement and as a condition of and in consideration of Client accessing the Custodial Services, Client represents and warrants the following:



- 6.1.1.** Client operates in full compliance with all applicable laws, rules, and regulations in each jurisdiction in which Client operates, including U.S. securities laws and regulations, as well as any applicable state and federal laws, including, but not limited to, U.S. efforts to fight the funding of terrorism and money laundering, and USA PATRIOT Act and Bank Secrecy Act requirements. Client further understands that any fines or penalties imposed on Coinbase Custody as a result of a violation by Client of any applicable securities regulation or law may, at Coinbase Custody's discretion, be passed on to Client and Client acknowledges and represents that Client will be responsible for payment to Coinbase Custody of such fines;
- 6.1.2.** Client is currently in good standing with all relevant government agencies, departments, regulatory or supervisory bodies in all relevant jurisdictions in which Client does business, including but not limited to FINRA, the Municipal Securities Rulemaking Board, SIPC, the National Futures Association, the Commodity Futures Trading Commission and the Securities and Exchange Commission, and Client will immediately notify Coinbase Custody if Client ceases to be in good standing with any regulatory authority;
- 6.1.3.** Client will promptly provide such information as Coinbase Custody may reasonably request from time to time regarding (a) Client's policies, procedures, and activities which relate to the Custodial Services in any manner, as determined by Coinbase Custody in its sole and absolute discretion, and (b) any transaction which involves the use of the Custodial Services, to the extent reasonably necessary to comply with applicable law, or the guidance or direction of, or request from, any regulatory authority or financial institution, provided that such information may be redacted to remove confidential commercial information not relevant to the requirements of this Agreement;
- 6.1.4.** Client will not deposit to a Custodial Account any Digital Asset that is not supported by the Custodial Services;
- 6.1.5.** Client either owns or possesses lawful authorization to transact with all Digital Assets involved in the Custody Transactions;
- 6.1.6.** Client will not make any public statement, including any press release, media release, or blog post which mentions or refers to Coinbase Custody or a partnership between Client and Coinbase Custody, without the prior written consent of Coinbase Custody;
- 6.1.7.** Client has the full capacity and authority to enter into and be bound by this Agreement and the person executing or otherwise accepting this

Agreement for Client has full legal capacity and authorization to do so; and

- 6.1.8.** All information provided by Client to Coinbase Custody in the course of negotiating this Agreement and the onboarding of Client as Coinbase Custody's customer and user of the Custodial Services is complete, true, and accurate in all material respects, and no material information has been excluded.

**6.2. Coinbase Custody Representations and Warranties.** Coinbase Custody represents and warrants the following:

- 6.2.1.** Coinbase Custody will safekeep the Digital Assets and segregate all Digital Assets from both the (a) property of Coinbase Custody, and (b) assets of other customers of Coinbase Custody;
- 6.2.2.** Coinbase Custody has no right, interest, or title in Client's Digital Assets;
- 6.2.3.** Coinbase Custody will maintain adequate capital and reserves to the extent required by applicable law;
- 6.2.4.** Coinbase Custody will not, directly or indirectly, lend, pledge, hypothecate or re-hypothecate any Digital Assets;
- 6.2.5.** Coinbase Custody possess, and will maintain, all licenses, registrations, authorizations and approvals required by any governmental agency, regulatory authority or other party necessary for it to operate its business and engage in the business relating to its provision of the Custodial Services;
- 6.2.6.** Coinbase Custody will not make any public statement, including any press release, media release, or blog post which mentions or refers to Client or a partnership between Coinbase Custody and Client, without the prior written consent of Client; and
- 6.2.7.** Coinbase Custody has the full capacity and authority to enter into and be bound by this Agreement and the person executing or otherwise accepting this Agreement for Coinbase Custody has full legal capacity and authorization to do so.

**7. DISCLAIMERS; INDEMNIFICATION; LIMITATION OF LIABILITY.**

- 7.1. Computer Viruses.** Coinbase Custody shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect Client's computer or other equipment, or any phishing, spoofing or other attack, unless such damage or interruption directly resulted from Coinbase Custody's gross negligence, fraud, or

willful misconduct. Coinbase Custody advises the regular use of a reputable and readily available virus screening and prevention software. Client should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Coinbase Custody. Client should always log into Client's Custodial Account through the Coinbase Custody Site to review any deposits or withdrawals or required actions if Client has any uncertainty regarding the authenticity of any communication or notice.

**7.2. Indemnification.** Each party agrees to indemnify and hold the other party, its affiliates, and each of its or their respective officers, directors, employees and representatives, harmless from any third-party claim or third-party demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of a party's (1) breach of this Agreement, (2) breach of the confidentiality obligations under or in connection with this Agreement, (3) violation of any law, rule or regulation, or the rights of any third party, or (4) gross negligence, fraud or willful misconduct.

**7.3. Limitation of Liability; No Warranty.** IN NO EVENT SHALL COINBASE CUSTODY, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (A) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE SUPPORTED DIGITAL ASSETS ON DEPOSIT IN CLIENT'S CUSTODIAL ACCOUNT(S) AT THE TIME OF THE EVENTS GIVING RISE TO THE LIABILITY (THE VALUE OF WHICH SHALL BE CALCULATED AT THE AVERAGE UNITED STATES DOLLAR ASK PRICE, AT THE TIME OF THE LOSS, OF THE THREE (3) LARGEST EXCHANGES (BY TRAILING 30-DAY VOLUME) WHICH OFFER THE RELEVANT DIGITAL CURRENCY OR DIGITAL ASSET/USD TRADING PAIR, AS RELEVANT, SUBJECT TO THE PER ADDRESS LIMITATION AS DESCRIBED BELOW) AND/OR (B) FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE COINBASE CUSTODY SITE OR THE COINBASE CUSTODY CUSTODIAL SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF COINBASE CUSTODY HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT..

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COINBASE CUSTODY CUSTODIAL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR

WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COINBASE CUSTODY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. COINBASE CUSTODY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE, ANY PART OF THE COINBASE CUSTODY CUSTODIAL SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, OR TIMELY; BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES; OR BE SECURE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE.

NOTWITHSTANDING THE FOREGOING, COINBASE CUSTODY'S MAXIMUM LIABILITY FOR EACH COLD STORAGE ADDRESS SHALL BE LIMITED TO ONE HUNDRED MILLION US DOLLARS (US\$100,000,000). AS A BEST PRACTICE, COINBASE CUSTODY RECOMMENDS LIMITING THE VALUE OF DIGITAL ASSETS DEPOSITED IN EACH COLD STORAGE ADDRESS TO LESS THAN EIGHTY MILLION US DOLLARS (US\$80,000,000). IF ELECTED BY CLIENT, COINBASE CUSTODY WILL PROVIDE CLIENT WITH ALL NECESSARY ASSISTANCE TO IMPLEMENT SUCH LIMITATIONS.

## 8. MISCELLANEOUS.

- 8.1. Entire Agreement.** This Agreement, any addendum or attachments thereto, the Coinbase Custody [Privacy Policy](#), and all disclosures, notices or policies available on the [Coinbase Custody Site](#), comprise the entire understanding and agreement between Client and Coinbase Custody as to the Custodial Services, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among Client and Coinbase Custody. Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.
- 8.2. Amendments.** Any modification or addition to this Agreement must be in writing and either (i) signed by a duly authorized representative of each of party, or (ii) accepted and agreed to by Client through the Custodial Services user interface. Client agrees that Coinbase Custody shall not be liable to Client or any third party for any modification or termination of the Custodial Services, or suspension or termination of Client's access to the Custodial Services, except to the extent otherwise expressly set forth herein.
- 8.3. Assignment.** Client may not assign any rights and/or licenses granted under this Agreement without the prior written consent of Coinbase Custody. Coinbase Custody reserves the right to assign its rights without restriction except notice to Client,

including without limitation to any Coinbase Custody affiliates or subsidiaries, or to any successor in interest of any business associated with the Custodial Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

- 8.4. Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation or any governmental agency (local, state, or federal), such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.
- 8.5. Survival.** All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, Custodial Account cancellation, debts owed to Coinbase Custody, general use of the Coinbase Custody Site, disputes with Coinbase Custody, and general provisions, shall survive the termination or expiration of this Agreement.
- 8.6. Governing Law.** Client agrees that the laws of the State of New York, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that arises from, or relates thereto, between Client and Coinbase Custody, except to the extent governed by federal law.
- 8.7. Force Majeure.** Coinbase Custody shall not be liable for delays, suspension of operations, whether temporary or permanent, failure in performance, or interruption of service which result directly or indirectly from any cause or condition beyond the reasonable control of Coinbase Custody, including but not limited to, any delay or failure due to any act of God, natural disasters, act of civil or military authorities, act of terrorists, including but not limited to cyber-related terrorist acts, hacking, government restrictions, exchange or market rulings, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond the reasonable control of Coinbase Custody and shall not affect the validity and enforceability of any remaining provisions.
- 8.8. Non-Waiver of Rights.** This agreement shall not be construed to waive rights that cannot be waived under applicable laws in the jurisdiction where Client is located.

## 9. COINBASE CUSTODY OBLIGATIONS.

- 9.1. Bookkeeping.** Coinbase Custody will keep timely and accurate records as to the deposit, disbursement, investment, and reinvestment of the Digital Assets. Coinbase Custody will maintain accurate records and bookkeeping of the Custodial Services as


required by applicable law and in accordance with Coinbase Custody's internal document retention policies.

- 9.2. Insurance.** Coinbase Custody will obtain and maintain, at its sole expense, insurance coverage in such types and amounts as are commercially reasonable for the Custodial Services provided hereunder.
- 9.3. Business Continuity Plan.** Coinbase Custody has established a business continuity plan that will support its ability to conduct business in the event of a significant business disruption (“SBD”). This plan is reviewed and updated annually, and can be updated more frequently, if deemed necessary by Coinbase Custody in its sole discretion. Should Coinbase Custody be impacted by an SBD, Coinbase Custody aims to minimize business interruption as quickly and efficiently as possible. To receive more information about Coinbase Custody's business continuity plan, please send a written request to [security@coinbase.com](mailto:security@coinbase.com).

**[Signatures on the following page]**

IN WITNESS WHEREOF, this Agreement is executed as of the date below.

**COINBASE CUSTODY TRUST COMPANY, LLC.**

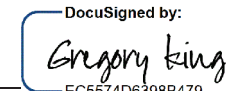
**By:**  \_\_\_\_\_  
58383A98D2B84DC...

**Name:** Sam McIngvale

**Title:** Chief Executive Officer

**Date:** August 5, 2021

**CLIENT:**

**By:**  \_\_\_\_\_  
EC5574D6398B479...

**Name:** Gregory King

**Title:** CEO

**Date:** August 5, 2021

## **EXHIBIT A**

### **PRE-APPROVED MARKETING CONTENT**

“Coinbase Custody Trust Company, LLC is a fiduciary under § 100 of the New York Banking Law and a qualified custodian for purposes of Rule 206(4)-2(d)(6) under the Investment Advisers Act of 1940, as amended.”

Client may make factually accurate statements (in accordance with Section 4.1.2 of the Agreement) limited to describing the Custodial Services provided by Coinbase Custody to Client, which contain the information in the statement above; provided, however, Client may **not** make any statements (A) implying that Coinbase Custody is listing, buying, trading, issuing, selling, offering for sale, distributing or promoting any investment products (including without limitation, Digital Assets, fiat currency, securities, commodities, trading products, derivatives, structured products, investment funds, investment portfolios, commodity pools, swaps, securitizations or synthetic products), including where the price, return, outcome, and/or performance of the investment product is based on, derived from, or related to Coinbase Custody, or (B) implying any endorsement or assessment by Coinbase Custody of the quality of Client’s Digital Assets or Client’s business, without Coinbase Custody’s written agreement.

All Pre-Approved Marketing Content shall comply with Coinbase Custody’s Brand Guidelines located [here](#).



## **APPENDIX 1:**

### **PROHIBITED USE, PROHIBITED BUSINESSES AND CONDITIONAL USE**

This policy sets forth the limitations concerning Client's use of Client's Custodial Account. Coinbase Custody may amend this policy at any time by providing a revised version on [Coinbase Custody Site](#). The revised version will be effective at the time Coinbase Custody posts it. Coinbase Custody will provide Client with prior notice of any material changes via [Coinbase Custody Site](#).

- 1. PROHIBITED USE.** Client may not use Client's Custodial Account to engage in the following categories of activity ("**Prohibited Uses**"). The Prohibited Uses extend to any third party that gains access to the Custodial Services through Client's account or otherwise, regardless of whether such third party was authorized or unauthorized by Client to use the Custodial Services associated with the Custodial Account. The specific types of use listed below are representative, but not exhaustive. If Client is uncertain as to whether or not Client's use of Custodial Services involves a Prohibited Use, or have questions about how these requirements applies to Client, please contact Coinbase Custody at [custody@coinbase.com](mailto:custody@coinbase.com). By opening a Custodial Account, Client confirms that Client will not use Client's Custodial Account to do any of the following:
  - 1.1. Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Coinbase Custody conducts business, including, but not limited to, the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**"), or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information.
  - 1.2. Abusive Activity:** Actions which impose an unreasonable or disproportionately large load on Coinbase Custody's infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Site that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Site, other Custodial Accounts, computer systems or networks connected to the Site, through password mining or any other means; use Custodial Account information of another party to access or use the Site; or transfer Client's Custodial Account access or rights to Client's Custodial Account to a third party, unless by operation of law or with the express permission of Coinbase Custody.
  - 1.3. Abuse Other Users:** Interfere with another Coinbase Custody user's access to or use of any Custodial Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others;

harvest or otherwise collect information from the Site about others, including, without limitation, email addresses, without proper consent.

- 1.4. **Fraud:** Activity which operates to defraud Coinbase Custody, Coinbase Custody users, or any other person; provide any false, inaccurate, or misleading information to Coinbase Custody.
  - 1.5. **Gambling:** Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; Internet gaming; contests; sweepstakes; games of chance.
  - 1.6. **Intellectual Property Infringement:** Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of Coinbase Custody intellectual property, name, or logo, including use of Coinbase Custody trade or service marks, without express consent from Coinbase Custody or in a manner that otherwise harms Coinbase Custody, or Coinbase Custody's brand; any action that implies an untrue endorsement by or affiliation with Coinbase Custody.
  - 1.7. **Written Policies:** Client may not use the Custodial Account or the Custodial Services in a manner that violates, or is otherwise inconsistent with, any operating instructions promulgated by Coinbase Custody.
2. **PROHIBITED BUSINESSES.** Although Coinbase Custody may offer a Custodial Account to any entity that can successfully create an account in accordance with the terms of this Agreement, the following categories of businesses, business practices, and sale items are barred from the Custodial Services ("**Prohibited Businesses**"). The specific types of use listed below are representative, but not exhaustive. If Client is uncertain as to whether or not Client's use of the Custodial Services involves a Prohibited Business, or have questions about how these requirements apply to Client, please contact us at [custody@coinbase.com](mailto:custody@coinbase.com).

By opening a Custodial Account, Client confirm that Client will not use the Custodial Services in connection with any of following businesses, activities, practices, or items:

- 2.1. **Restricted Financial Services:** Check cashing, bail bonds, collections agencies.
- 2.2. **Intellectual Property or Proprietary Rights Infringement:** Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder

- 2.3. **Counterfeit or Unauthorized Goods:** Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen.
- 2.4. **Regulated Products and Services:** Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age-restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis.
- 2.5. **Drugs and Drug Paraphernalia:** Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bong, vaporizers, and hookahs.
- 2.6. **Pseudo-Pharmaceuticals:** Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body.
- 2.7. **Substances designed to mimic illegal drugs:** Sale of a legal substance that provides the same effect as an illegal drug (*e.g.*, salvia, kratom).
- 2.8. **Adult Content and Services:** Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features.
- 2.9. **Multi-level Marketing:** Pyramid schemes, network marketing, and referral marketing programs.
- 2.10. **Unfair, Predatory or Deceptive Practices:** Investment opportunities or other services that promise high rewards; sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers.
- 2.11. **Gambling Services.**
- 2.12. **Weapons Manufacturers/Vendors.**
- 2.13. **Hate Groups.**
- 2.14. **Money Services:** Gift cards; prepaid cards; sale of in-game currency unless the merchant is the operator of the virtual world; act as a payment intermediary or aggregator or otherwise resell any of the Custodial Services.
- 2.15. **Crowdfunding.**

- 2.16. High-risk Businesses:** any businesses that we believe pose elevated financial risk or legal liability.
- 3. CONDITIONAL USE.** Express written consent and approval from Coinbase Custody must be obtained prior to using Custodial Services for the following categories of business and/or use (“**Conditional Uses**”). Consent may be requested by contacting us at [custody@coinbase.com](mailto:custody@coinbase.com). Coinbase Custody may also require Client to agree to additional conditions, make supplemental representations and warranties, complete enhanced on-boarding procedures, and operate subject to restrictions if Client uses the Custodial Services in connection with any of following businesses, activities, or practices:
- 3.1. Charities:** Acceptance of donations for nonprofit enterprise.
- 3.2. Games of Skill:** Games which are not defined as gambling under this Agreement or by law, but which require an entry fee and award a prize.
- 3.3. Religious/Spiritual Organizations:** Operation of a for-profit religious or spiritual organization.

## **APPENDIX 2:**

### **E-SIGN DISCLOSURE AND CONSENT**

This policy describes how Coinbase Custody delivers communications to Client electronically. Coinbase Custody may amend this policy at any time by providing a revised version on [Coinbase Custody Site](#). The revised version will be effective at the time Coinbase Custody posts it. Coinbase Custody will provide Client with prior notice of any material changes via [Coinbase Custody Site](#).

- 1. ELECTRONIC DELIVERY OF COMMUNICATIONS.** Client agrees and consents to receive electronically all communications, agreements, documents, notices and disclosures (collectively, “**Communications**”) that Coinbase Custody provides in connection with Client’s Custodial Account and Client’s use of Custodial Services. Communications include:
  - 1.1.** Terms of use and policies Client agrees to (*e.g.*, this Agreement, any addendum thereto, and Privacy Policy), including updates to these agreements or policies;
  - 1.2.** Custodial Account details, history, transaction receipts, confirmations, and any other Custodial Account, deposit, withdrawal or transfer information;
  - 1.3.** Legal, regulatory, and tax disclosures or statements we may be required to make available to Client; and
  - 1.4.** Responses to claims or customer support inquiries filed in connection with Client’s Custodial Account.

We will provide these Communications to Client by posting them on the Site, emailing them to Client at the primary email address on file with Coinbase Custody, communicating to Client via instant chat, and/or through other electronic communication.

For the sake of clarity, the parties hereby acknowledge and agree that Client’s consent herein allows for electronically delivered Communications to be accepted and agreed to by Client through the Custodial Services interface. Furthermore, Coinbase Custody may use electronic signatures and obtain them from Client in connection with Client’s use of the Custodial Services. Client consents and agrees that Client’s electronic signature on Communications, including but not limited to agreements, terms of use, addenda, consents, authorizations or updates relating thereto has the same effect as if Client signed them in ink.

- 2. HARDWARE AND SOFTWARE REQUIREMENTS.** In order to access and retain electronic Communications, Client will need the following computer hardware and software:
  - 2.1.** A device with an Internet connection;

