

**EXHIBIT A**  
**FORM OF SUPPLEMENT FOR ESTABLISHING SERIES OF JAWS NFT CLUB LLC**

**NAME OF SERIES: HIGH ROLLERS CLUB**

THIS SUPPLEMENT, dated as of February 22, 2022 (this “Supplement”), is issued by JAWS NFT Club LLC (the “Company”) in accordance with Section 3.2 of the Limited Liability Series Supplement of JAWS NFT Club LLC (the “Agreement”). Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

**RECITALS**

WHEREAS, the Series desires and intends to create a separate Series of the Company in accordance with Section 101.601(a) of the Code and Section 3.2 of the Agreement; and

WHEREAS, it is intended by the parties hereto that except as otherwise provided for in the Agreement or agreed to by the Series Members of this Series, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to the Series created hereby be enforceable only against the assets of this Series, and not against the assets of the Series generally or any other Series; and

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties, intending to be legally bound, hereby agree as follows:

1. Creation and Designation of Series. The Company hereby creates and designates a new Series of the Series, to be named High Rollers Club (the “Series”). The Series created hereby and the rights and obligations of the Series Members shall be governed by the Supplement as supplemented hereby.
2. Definitions.

“Affiliate” means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. For purposes of this Supplement, the Series Manager is an Affiliate of the Series. No Series Member shall be deemed to be an Affiliate of the Series or of the Series Manager solely by reason of being a Series Member of the Series.

“Person” means an individual; a corporation; a company; a voluntary association; a partnership; a joint venture; a limited liability company; a trust; an estate; an unincorporated organization; any government or political subdivision thereof, whether foreign or domestic, national, state, county, municipal or regional; any agency or instrumentality of any such government, political subdivision or other government entity (including any central bank or comparable agency); any court; or other entity.

“NFT” means a piece of digital artwork, commonly known as a non-fungible token. For the avoidance of doubt, “NFT” shall not include the Units, even if (i) the Units are sold with or are incidental to the Units, or (ii) the consideration payable for the NFTs includes Units.

“Reserve” means an amount equal to two percent (2%) of the Series’ Available Cash (as defined in Section 19(a)). This definition is intended to supersede the definition of “Reserve” set forth in the Agreement with respect to this Series.

3. Business of the Series. The business purpose of the Series is (a) to provide the Series Members with access to the JAWS NFT Club owned and operated by the Series, (b) create and sell NFTs, and (c) mine Bitcoin and/or other virtual currencies. Notwithstanding the foregoing, the Series may engage in any and all lawful business.
4. Series Manager. The Series Manager is HTX Tech Labs LLC, doing business as MetaTek.
5. Series Members. The Series Members and their respective Membership Interests are as set forth in Exhibit A hereto.
6. Other Business Activities of the Series Manager. The Series Manager shall devote such time, effort and skill to the Series’ business affairs as it deems necessary and proper for the Series’ welfare and success. The Series Members expressly recognize that the Series Manager and its Affiliates currently have, and may have in the future, substantial other business activities which they have no intention of abandoning. The Series Members agree that the Series Manager and its Affiliates shall not be bound to devote all of their business time to the affairs of the Series, and the Series Manager or its Affiliates may engage for their own account and for the accounts of others in other businesses or activities.
7. Reimbursement. All expenses incurred with respect to the operation, financing, and management of the Series shall be borne by the Series. The Series Manager shall be entitled to reimbursement from the Series for direct expenses incurred allocable to the operation, financing and management of the Series. Any general liabilities, expenses, costs, or charges incurred by the Series Manager or an Affiliate (on the one hand) and the Series (on the other hand) shall be allocated on a proportional basis between the Series and such Affiliate or the Series Manager, as determined by the Series Manager in good faith.
8. Compensation of the Series Manager.
  - (a) Initial Fee. The Series shall pay to (i) the Series Manager a management fee equal to \$2,519,520, (ii) the Series Manager expense reimbursement of \$503,904 for overall expenses for the formation of the JAWS NFT Club, and (iii) to one or more charitable organizations selected by the Series Members five percent (5%) of the overall amount raised by the Series from the sale of Units.

(b) Not Entitled to Additional Compensation. The Series Manager shall not be entitled to additional compensation for serving as the Series Manager; however, the Series Manager shall be entitled to receive distributions in accordance with Section 19 (b)(iii).

9. Indemnification.

(a) General. To the fullest extent permitted by law, the Series shall indemnify and hold harmless the Series Manager, its Affiliates, each Series Member, and the Series' officers, Affiliates, shareholders, employees, agents, representatives, subsidiaries, assigns, or any Person who is or was serving at the request of the Series or of a Subsidiary as a director, officer, incorporator, employee, partner, trustee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, including an employee benefit plan (each, a "Covered Person") from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines (including excise taxes assessed on a Covered Person with respect to an employee benefit plan), settlements, legal fees, costs, disbursements, and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, which relates to or arises out of the Series or its property, business or affairs; provided, however, that a Covered Person shall not be entitled to indemnification under this with respect to (i) any Claim with respect to which a final, non-appealable judgment has been entered that the Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by a Covered Person unless (A) the Series authorized the Claim to be brought; or (B) that Claim (or part thereof) was brought to enforce that Covered Person's rights to indemnification under this Section.

(b) Successful Claims. To the extent a Covered Person is successful in a Claim, on the merits or otherwise, the Series shall indemnify the Covered Person against any and all expenses (including attorney's fees) which are incurred by the Covered Person in connection with any claim asserted or action brought by the Covered Person for (i) indemnification or advance payment of expenses by the Series under this Supplement or any other agreement now or hereafter in effect relating to claims for indemnifiable events and/or (ii) recovery under any directors' and officers' liability insurance policies maintained by the Series or its Affiliates, regardless of whether the Covered Person ultimately is determined to be entitled to such indemnification, advance payment of expenses or insurance recovery, as the case may be.

(c) Inurement of Indemnification Rights. The rights of indemnification set forth herein shall inure whether or not the Claim asserted is based on matters which antedate this Supplement. Such rights of indemnification shall continue as to a Person who has ceased to be a Covered Person and shall inure to the benefit of the heirs and personal representatives of such Covered Person. The indemnification provided by this Section shall not be deemed exclusive of any other rights which may be provided now or in the future under any provision currently in effect, by any agreement, by vote of the Series Members, by provisions of law, or otherwise.

(d) Advancement of Expenses. The Series shall advance or otherwise pay, from time to time, upon the presentation of invoices or other such documentation as the Series may reasonably require, reasonable legal expenses and other costs incurred as a result of any Claim on behalf of a Covered Person, unless and until a final and non-appealable judgment shall be entered that the Covered Person is not entitled to be indemnified. If a non-appealable final judgment shall be entered that the Covered Person is not entitled to indemnification under this Supplement or applicable law, the Covered Person shall repay any such amounts paid on such Covered Person's behalf.

(e) Insurance. The Series and/or its Affiliates may purchase and maintain insurance or make other financial arrangements on behalf of any Person who is or was a Covered Person, or is or was serving at the request of the Series or an Affiliate as a Covered Person for any liability asserted against the Covered Person and liability and expenses incurred by the Covered Person in his or her capacity as such, or arising out of his or her status as a Covered Person, whether or not the Series has the authority to indemnify such a Person against such liability and expenses.

(f) Repeal or Modification of Indemnification Rights. Any repeal or modification of the rights of indemnification set forth herein by the Series Members of the Series shall not adversely affect any right or protection of a Covered Person existing at the time of such repeal or modification.

10. Membership Interest. The Series Members agree that the ownership interest of the Series ("Membership Interest") shall be composed of 2,222 units of Membership Interest ("Units"). Each Unit shall be equivalent to a proportional share of Membership Interest in the Series. The number of Units owned by each Series Member shall be as set forth on Exhibit A hereto, as amended from time to time.
11. Written Consent by Series Members. Any action required or permitted to be taken at a meeting of the Series Members may be taken without a meeting if, before or after the action, a written consent thereto is signed by Series Members holding at least a majority of the voting power, except that if a different proportion of voting power is required for such an action at a meeting, then that proportion of written consents is required. In no instance where action is authorized by written consent need a meeting of Series Members be called or notice given; however, the Series Manager shall provide to all Series Members notice of such action taken within a reasonable time thereafter.
12. Voting Rights of Series Members. The Series Members shall not take part in the management of the business nor transact any business for the Series in their capacity as Series Members, nor shall they have power to sign for or to bind the Series; provided however, the Series Members shall have the right to approve certain matters, as provided herein. Each Series Member shall have one (1) vote per Unit owned by such Series Member. For any matter submitted for a binding vote of the Series Members, a majority of

the Membership Interest must approve any matter so submitted, except as set forth in Section 32.

13. Non-Binding Votes of Series Members. Notwithstanding Section 12, the Series Manager may submit to the Series Members any matters upon which consultation is desired. The Series Members may also present any such matter for consideration by presenting such matter to the Series Manager and requesting that it be put forth as a non-binding proposal for the Series Members. The Series Manager may submit any such matter to the Series Members in its sole discretion, and a vote on such matter may be taken, or proposals and suggestions received. The results of any such vote, proposal, or suggestion shall not be binding upon the Series or the Series Manager.
14. Capital Contributions. A Person may become a Series Member of the Series by making a contribution to the capital of the Series (a “Capital Contribution”) in the amount of nine thousand United States dollars (US\$9,628) per Unit. Any additional monies received by the Series from the Series Members shall be attributed to the NFTs.
15. No Interest Upon Contributions. No Series Member shall be entitled to interest on its Capital Contribution.
16. Return of Capital Contributions. No Series Member shall be entitled to withdraw any part of its Capital Contribution or its capital account or to receive any distribution from the Series except as specifically set forth herein. Except as otherwise provided herein, there shall be no obligation to return to any Series Member any part of such Series Member’s Capital Contribution to the Series for so long as the Series continues in existence.
17. Limited Liability. Except as otherwise provided in this Supplement, no Series Member nor the Series Manager shall be required under any circumstances to contribute additional monies to the Series or lend any money or property to the Series, nor shall any Series Member or the Series Manager be required to guarantee any debt of the Series.
18. Not Liable for Return of Capital. Notwithstanding any other provision hereof, neither the Series Manager nor its Affiliates shall be personally liable for the return of the Capital Contributions of any Series Member or any portion thereof or interest thereon, and such return shall be made solely from available Series assets, if any.
19. Distribution of Available Cash.

(a) Available Cash Defined. The term “Available Cash” for a fiscal year of the Series shall mean:

- (i) all cash receipts as shown on the books and records of the Company with respect to the Series (excluding, however, Capital Contributions), reduced by (A) expenses (including the Series Manager’s management fee), (B) taxes (and any reserves for taxes), (C) payments on indebtedness, and (D) all cash reserves set

aside by the Series Manager which the Series Manager deems necessary, in the exercise of the Series Manager's sole and absolute discretion, to accomplish the Series' business; plus

(ii) any other funds, including amounts previously set aside as reserves by the Series Manager, deemed available, in the sole and absolute discretion of the Series Manager, for distribution as Available Cash.

(b) Subject to Section 20 and Section 28, Available Cash shall be distributed as follows within forty-five days of the close of each fiscal quarter of the Series:

(i) *First*, the Reserve shall be retained by the Series in order to maintain its assets;

(ii) *Second*, ten percent (10%) of the Series' Available Cash shall be distributed to the Series Manager;

(iii) *Third*, any remaining Available Cash shall be distributed to the Series Members.

(c) Distributions pursuant to Section 19(b)(ii) shall be paid to each Series Member *pro rata* based upon the number of Units owned by such Series Member divided by the total number of Units outstanding.

20. Distribution Limitations. Notwithstanding anything to the contrary contained in this Agreement, the Company and the Manager shall not be required to make a distribution to any Member on account of its Unit(s) if such distribution would violate the Code or other applicable law.

21. Maintenance of Series Members' Capital Accounts. With respect to each Series Member, a separate "capital account" for such Series Member shall be established and maintained throughout the full term of the Series in order for the allocations of income and loss provided in this Supplement to have "substantial economic effect" under applicable Treasury regulations.

22. Allocations of Taxable Income, Losses and Credits of the Series. Except as expressly provided otherwise in this Supplement, the Series' net taxable income or loss and tax credits for a fiscal year, computed in accordance with applicable federal income tax principles, shall be allocated among the Series Members for each fiscal year as follows:

(a) Credits. All tax credits (and credit recapture, if any) shall be allocated in the manner specified by the Internal Revenue Tax Code of 1986, as amended, or any successor federal income tax law (the "Tax Code"), and the Treasury Regulations issued thereunder.

(b) Net Taxable Loss. The net taxable loss, if any, for a fiscal year of the Series shall be allocated to the Series Members in accordance with their respective Membership Interest.

(c) Net Taxable Income. The net taxable income for a fiscal year of the Series shall be allocated to the Series Members in accordance with their respective Membership Interest; provided, however, any income attributable to the sale of NFTs shall be allocated solely to the Series Manager.

23. Qualified Income Offset. In the event any Series Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4) through (6), items of Series income and gain shall be specially allocated to such Series Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulation promulgated under Section 704(b) of the Code, the deficit balance, if any, in each Series Member's capital account created by such adjustments, allocations or distributions as quickly as possible; *provided, however*, that, an allocation pursuant to this Section 23 shall be made only if and to the extent that such Series Member would have a deficit in such Series Member's capital account after all other allocations provided in Section 22 have been tentatively made as if this Section 23 were not a part of this Supplement. This Section 23 is intended to be a "qualified income offset" as that term is used in Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

24. Deficit Restoration Upon Liquidation of a Series Interest. No Series Member shall have any obligation to restore any negative balance in its capital account upon liquidation of the Series to the extent permitted by Treasury Regulation 1.704-1(b)(2)(ii)(c) and (d).

25. Tax Year and Accounting Matters. The taxable year of the Series shall be determined by the Series Manager. The Series shall adopt such methods of accounting and file its tax returns according to such methods of accounting determined by the Series Manager.

26. Tax Elections. The Series Manager, in the exercise of its reasonable discretion, may cause the Series to make or revoke all tax elections provided for under the Tax Code.

27. Tax Matters.

(a) Initial Tax Election. The Series Members intend that the Series be treated as a partnership for federal income tax purposes and any similar provisions of state or local law. The Series Manager may cause the Series to elect a different status for purposes of state or local income taxes, to the extent permissible under law.

(b) Partnership Representative. The Series Manager shall act as the "partnership representative" as that term is defined in the partnership audit rules (the "Partnership Representative"), and each Series Member shall take all actions necessary to cause the Series Manager to be so designated in accordance with any procedures prescribed therefor.

Notwithstanding the foregoing, the Series Manager may designate a different Person as the Partnership Representative at any time. The Partnership Representative shall inform each affected Series Member of all significant matters that may come to his, her or its attention in its capacity as Partnership Representative by giving Notice thereof on or before the fifth (5<sup>th</sup>) day after becoming aware thereof and, within that time, shall forward to each affected Series Member copies of all significant written communications he, she or it may receive in that capacity. If an audit results in an imputed underpayment by the Series as determined under Tax Code Section 6225, the Partnership Representative may make the election under Tax Code Section 6226(a) within 45 days after the date of the notice of final partnership adjustment in the manner provided by the Internal Revenue Service. If such an election is made, the Series shall furnish to each Series Member for the year under audit a statement reflecting the Series Member's share of the adjusted items as determined in the notice of final partnership adjustment, and each such Series Member shall take such adjustment into account as required under Tax Code Section 6226(b) and shall be liable for any related interest, penalty, addition to tax, or additional amount. The Series shall reimburse the Partnership Representative for any expenses that the Partnership Representative incurs in connection with its obligations as the Partnership Representative.

28. Tax Withholding. To the extent the Series is required by law to withhold or to make tax payments on behalf of or with respect to any Series Member (*e.g.*, backup withholding), the Series Manager may withhold such amounts and make such tax payments as so required. All amounts required to be withheld by the Series with respect to any Series Member pursuant to Section 1446 of the Tax Code or any other provision of federal, state, or local tax law shall be treated as amounts actually distributed to the affected Series Members for all purposes under this Supplement.

29. Restrictions on Transfers.

(a) No Person shall have a perfected lien or security interest in a Membership Interest unless the creation of such interest is in accord with the provisions of this Supplement and the Series is notified of such interest and provided a copy of all documentation with respect thereto, including financing statements, prior to execution and filing.

(b) Any transfer of a Membership Interest not in accord with this Supplement shall be void *ab initio*.

(c) Each Series Member agrees not to transfer all or any part of its Membership Interest (or take or omit any action, filing election, or other action which could result in a deemed transfer) if such transfer (either considered alone or in the aggregate with prior transfers by other Series Members) would result in the termination of the Series for federal income tax purposes. Such a transfer is void *ab initio*.

(d) Units may not be transferred or assigned unless such transfer is ordered by a court of competent jurisdiction that the Series is required to recognize.

30. No Withdrawal from the Series. A Series Member may not withdraw from the Series.
31. Admission of New Series Members. At any time, the Series may admit additional Series Members to the Series. All proposed Series Members must agree to this Supplement, as it may be amended from time to time, before being admitted as a Series Member of the Series. Such agreement may be set forth in an instrument separate from this Supplement.
32. Reclassification of Units. At any time upon notice to the Series Members, the Series may (A) pay a stock dividend or otherwise make a distribution or distributions on its Units or any other equity or equity equivalent securities payable in Units or other equity securities of the Series, (B) subdivide outstanding Units into a larger number of Units, or (C) combine (including by way of reverse split) outstanding Units into a smaller number of Units.
33. Amendment. Except as provided by law or otherwise set forth herein, this Supplement may be modified or amended only by Series Members holding a majority of the Membership Interest, provided however, that Exhibit A hereto may be amended from time to time by the Series Manager to the extent required to accurately reflect the then current status of the information contained therein. Notwithstanding the foregoing, (a) the Series Manager may not be removed nor may a new Series Manager be appointed without the consent of the Series Manager, and (b) Sections 4, 8(a) and 19(b) may not be modified without the consent of the Series Manager.
34. Waiver. The Series Manager, in its sole discretion, may waive the application of any term or condition of this Supplement (or the breach thereof) on behalf of the Series or the Series Manager. Any such waiver shall not give rise to any subsequent waiver thereof or be construed as a continuing waiver of such term or condition, any other term or condition, or any subsequent breach.
35. Use of Discretion. Whenever this Supplement provides that the Series Manager or any of its Affiliates is permitted or required to make a decision in its “sole discretion” or “discretion,” that it deems “necessary or appropriate” or under a grant of similar authority or latitude, the Series Manager or such Affiliate (i) shall be entitled to consider only such interests and factors as it desires (including its own), (ii) shall have no duty or obligation to give any consideration to any interest of, or factors affecting, the Series, any Series Member, or any assignee, and (iii) shall not be required to fulfill any other standard imposed by this Supplement, any other agreement contemplated hereby or under the Code or any other law, rule or regulation or at equity. For the avoidance of doubt, whenever the Series Manager votes or transfers its Units, to the extent permitted under this Supplement, or refrains from voting or transferring its Units, as appropriate, such action shall be deemed to have been taken in its sole discretion. The Series Manager’s organizational documents may provide that determinations to take or decline to take any action in its discretion or sole discretion may or shall be determined by its Series Members, if the Series Manager is a limited liability company, stockholders, if the Series Manager is a corporation, or the Series Members or stockholders of the Series Manager’s general partner, if the Series

Manager is a limited partnership.

36. Interpretation. Whenever the context may require, any noun or pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.
37. Severability. Each provision of this Supplement shall be considered severable and if for any reason any provision or provisions hereof are determined to be invalid and contrary to existing or future law, such invalidity shall not impair the operation or affect those portions of this Supplement which are valid, and this Supplement shall remain in full force and effect and shall be construed and enforced in all respects as if such invalid or unenforceable provision or provisions had been omitted.
38. Burden and Benefit Upon Successors. Except as expressly provided otherwise herein, this Supplement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns.
39. Further Assurances. Each Series Member hereby agrees that it shall hereafter execute and deliver such further instruments, provide all information and take or forbear such further acts and things as may be reasonably required or useful to carry out the intent and purpose of this Supplement and as are not inconsistent with the terms hereof, including such documents and information necessary to verify such Series Member's status as an accredited investor pursuant to federal securities laws. Each Series Member hereby designates the Series Manager and its Affiliates as such Series Member's lawful attorney-in-fact to execute and deliver such instruments required hereunder.
40. Counterparts. This Supplement may be executed in any number of counterparts, each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. A Person may be bound by this Supplement by executing a separate instrument acknowledging receipt and consent to this Supplement provided that he receives a copy of this Supplement, and upon execution of such other instrument and receipt of this Supplement, such Person grants the Series Manager a limited power of attorney to execute this Supplement on such Person's behalf, without execution hereto by such Person directly.

IN WITNESS WHEREOF, the Series Manager and the Series Members have executed this Supplement as of the 22<sup>nd</sup> day of February, 2022.

COMPANY:

JAWS NFT CLUB LLC

By: HTX TECH LABS LLC  
Its Manager

By: AMERICAN RESOURCE INVESTMENTS LLC  
Its Manager

By: \_\_\_\_\_  
Name: Tyler Deboer  
Title: Managing Member

SERIES MANAGER:

HTX TECH LABS LLC

By: AMERICAN RESOURCE INVESTMENTS LLC  
Its Manager

By: /s/ Tyler Deboer  
Name: Tyler Deboer  
Title: Managing Member

SERIES MEMBERS:

HTX TECH LABS LLC, on behalf of each Series Member\*

By: AMERICAN RESOURCE INVESTMENTS LLC  
Its Manager

By: /s/ Tyler Deboer  
Name: Tyler Deboer  
Title: Managing Member

\* Pursuant to Section 40, each Series Member grants the Series Manager power of attorney to sign this Supplement on his or her behalf without execution hereof by executing a separate instrument

acknowledging receipt and consent to this Supplement provided that he receives a copy of this Supplement.

**EXHIBIT A**  
**OWNERSHIP SCHEDULE OF HIGH ROLLERS CLUB**  
**A SERIES OF JAWS NFT CLUB LLC**

Series Member and Address	Capital Contribution	Units of Membership Interest

In accordance with Section 33 of the Supplement, this exhibit may be amended from time to time by the Series Manager to the extent required to accurately reflect the then current status of the information contained therein.