

**SERIES DESIGNATION OF  
SAPIENT VENTURES, LLC – SERIES ECOSHIELD**

In accordance with the Series Limited Liability Company Agreement of Sapient Ventures, LLC, a Texas series limited liability company (the “Company”) dated October 8, 2024 (the “Agreement”) and upon the execution of this designation by the Company and Sapient Property Group, LLC, a Texas limited liability company, in its capacity as Manager of the Company and Initial Member of Sapient Ventures, LLC – Series EcoShield, a series of Sapient Ventures, LLC (“Series EcoShield”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement.

References to Sections and Articles set forth herein are references to Sections and Articles of the Agreement, as in effect as of the effective date of establishment set forth below.

<b>Name of Series</b>	Sapient Ventures, LLC – Series EcoShield, a series of Sapient Ventures, LLC.
<b>Effective date</b>	October 8, 2024.
<b>Manager</b>	Sapient Property Group, LLC was appointed as the Manager of Series EcoShield with effect from the date of the Agreement and shall continue to act as the Manager of Series EcoShield until dissolution of Series EcoShield pursuant to Section 11.1(b) or its removal and replacement pursuant to the Agreement.
<b>Initial Member</b>	Sapient Property Group, LLC, a Texas limited liability company.
<b>Series Asset</b>	The Series Assets of Series EcoShield shall comprise of an exclusive license to distribute and utilize a patented SIP (Structurally Insulated Panel) panel system from EocShield for the state of Texas and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series EcoShield from time to time, as determined by the Manager in its sole discretion.
<b>Organization Fee</b>	For efforts in conducting due diligence and making this investment opportunity available to the Series and its Members, the Manager, its Affiliates, or designated assigns shall earn an organization fee of \$350,000.00.
<b>Reimbursement of Expenses</b>	The Series will reimburse the Manager or its Affiliates reasonable expenses paid or incurred in connection with the Series’ operations. Such reimbursements may be paid from Capital Contributions, operating revenue, or reserves. In addition, the Manager or its Affiliates will be reimbursed the fair value for provision of additional services to the Series at reasonable commercial rates on either an hourly or per-service basis.
<b>Issuance</b>	The Company may issue as many membership interests in Series EcoShield (“Interests”) as necessary to fulfill its business purpose, as

determined in the sole discretion of the Manager. Each Interest shall be designated as described below in “Interest Designation.”

## **Interest Designation**

Interests in Series EcoShield shall each be represented by series units (“Units”). Interests shall be divided among Class A and Class B Units.

Class A Units. Class A Units may be issued to Persons purchasing such Units in the Company. The Company is authorized to issue as many Class A Units as necessary to fully fund its business purpose, as determined by the Manager, in its sole discretion. Class A Units will be non-voting.

Class B Units. Class B Units are reserved for the Manager, its affiliates, business partners, services providers, and other Persons in the sole discretion of the Manager. The Company is authorized to issue as many Class B Units as the Manager determines is necessary, in its sole discretion. Class B Units will represent 100% of the voting Interests in Series EcoShield.

## **Distributions**

Any Free Cash Flows of each Series after (i) repayment of any amounts outstanding under Operating Expenses Reimbursement Obligations including any accrued interest as there may be and (ii) the creation of such reserves as the Manager deems necessary, in its sole discretion, to meet future Operating Expenses including the further development of and reinvestment in the Series Assets, shall be applied and distributed as follows:

- First, the Class A Members shall ratably receive a cumulative, non-compounding preferred return of thirty percent (30%) per annum, calculated on their unreturned Capital Contributions (the “Preferred Return”).
- Second, the Class A Members shall ratably receive all remaining Free Cash Flows until they have received their unreturned Capital Contributions.
- Thereafter, the Class B Members shall receive all remaining Free Cash Flows, ratably apportioned according to their Class B Interests.

Once Class A Members have received a return of all their unreturned Capital Contributions and their accrued Preferred Return, their Interests shall automatically terminate and they shall no longer be Members of the Series or Company.

## **Voting**

Record holders holding Class A Units (“Class A Record Holders”) shall have no voting rights. Record holders holding Class B Units (“Class B Record Holders”) shall collectively hold one hundred percent (100%) of the voting rights of the Series.

Subject to Section 3.5, the Series EcoShield Class B Units shall entitle the Class B Record Holders thereof vote on any and all matters submitted to the consent or approval of Record Holders generally. No separate vote or consent of the Record Holders of Series EcoShield Interests shall be required for the approval of any matter, except as required by the Texas Business and Organizations Code or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Class B units for Series EcoShield Interests then Outstanding shall be required for:

- (a) any amendment to this Agreement (including this Series Designation) that would adversely change the rights of the Series EcoShield Interests;
- (b) mergers, consolidations or conversions of Series EcoShield or the Company; and
- (c) all such other matters as the Manager, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series EcoShield Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series EcoShield Interests shall not be required for any of the other matters specified under Section 12.1.

**Other rights**

Holders of Series EcoShield Interests shall have no conversion, exchange, sinking fund, appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series EcoShield Interests, other than already described herein.

**Taxation**

Series EcoShield will be taxed as a partnership.

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**IN WITNESS WHEREOF**, this Series Designation has been executed as of the effective date written above.

**MANAGER:**  
SAPIENT PROPERTY GROUP, LLC

By: /s/ Robert Cannon  
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Robert Cannon  
Managing Member

**COMPANY:**  
SAPIENT VENTURES, LLC

By: Sapient Property Group, LLC, its Manager

By: /s/ Robert Cannon  
\_\_\_\_\_  
Robert Cannon  
Managing Member