

MAMMOTH PRIVATE CAPITAL, LLC

SERIES DESIGNATION OF

MAMMOTH PRIVATE CAPITAL, LLC – HEALTH AND TECH FUND SERIES 4

This Series Designation (the “Series 4 Designation”) of Mammoth Private Capital, LLC, a Delaware limited liability company (the “Company”), is entered into as of October 28, 2021, by and among Mammoth Private Capital, LLC – Health and Tech Fund Series 4 (“Series 4”), Mammoth Scientific, LLC, a Delaware limited liability company, as the manager of the Company and of Series 4 (the “Manager”), and the undersigned, each of whom shall become a member of the Company with respect to Series 4 (each, a “Member” and, collectively, the “Members”). Capitalized terms used herein and not otherwise defined are used as defined in that certain Limited Liability Company Agreement of the Company, dated as of February 9, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Agreement”). Any terms of the Agreement not varied herein shall remain in full force and effect. This Series 4 Designation and its terms shall not effect or establish any other Series or any other Series Designation of the Company.

WHEREAS, the Company was formed as a special purpose vehicle and series limited liability company pursuant to Section 18-215 of the Delaware Limited Liability Company Act (the “Act”) and is governed under and pursuant to such Act and the Agreement;

WHEREAS, in accordance with the terms of the Agreement, the Manager desires to establish and designate a new series as “Mammoth Private Capital, LLC – Health and Tech Fund Series 4”; and

WHEREAS, it is intended by the parties hereto that the debts, liabilities, obligations, costs, charges, reserves and expenses incurred, contracted for or otherwise existing with respect to Series 4 be enforceable only against the assets of Series 4, and not against the assets of the Company generally or any other Series, and none of the debts, liabilities, obligations, costs, charges, reserves and expenses incurred, contracted for or otherwise existing with respect to the Company generally or any other Series will be enforceable against the assets of Series 4, and that the books and records maintained for Series 4 shall account for the assets associated with Series 4 separately from the other assets of the Company or any other Series, and assets associated with Series 4 may be held, directly or indirectly, including in the name of Series 4, in the name of the Company, through a nominee, or otherwise.

NOW, THEREFORE, it is mutually agreed that:

1. Formation; Name; Fiscal Year

In accordance with Section 2.1 of the Agreement, the Company hereby establishes and designates “Mammoth Private Capital, LLC – Health and Tech Fund Series 4” (“Series 4”), which will be a “Series” for all purposes of the Agreement, with the terms as set forth herein and in the Agreement. For all purposes of the Act, this Series 4 Designation together with each other Series Designation and the Agreement constitute the “limited liability company agreement” of the Company within the meaning of the Act. This Series 4 Designation is incorporated by reference into the Agreement. Series 4 is a special purpose vehicle.

The business of the Series will be conducted under “Mammoth Private Capital, LLC – Health and Tech Fund Series 4,” or such other trade names as may be approved by the Manager for use by the Series.

The first Fiscal Year of Series 4 began on the date hereof and shall end on December 31, 2021.

2. Business Purpose and Investment Objective

Pursuant to the terms of the Agreement, the business of Series 4 is to engage in any lawful act or activity for which limited liability companies may be organized under the Act; provided that the Manager will operate Series 4 as a “venture capital fund,” as defined in Rule 203(l)-1 under the Advisers Act, in accordance with the investment objective described in the Memorandum, as supplemented by the series supplement applicable to Series 4.

3. The Members

The names, addresses and capital commitments of the Members are as set forth in the books and records of Series 4 and the Company.

4. Term; Termination

The term of Series 4 shall continue until the earliest to occur of: (a) the ten-year anniversary of the Final Closing Date, unless extended by the Manager in its sole discretion, (b) the termination of the Company, and (c) the determination by the Manager in its sole discretion to terminate Series 4 in accordance with Section 10.1 of the Agreement.

5. Closings; Investment Period

During the period commencing with the date of this Series Designation and ending with the termination of the Offering, the Fund will accept subscriptions for the Interests. The initial closing of Series 4 is intended to occur on or about December 1, 2021, or such other date as determined in the Manager’s sole discretion (such closing, the “Initial Closing” and such date, the “Initial Closing Date”). After the Initial Closing Date, Interests will be issued in multiple “rolling” closings (each, a “Closing”). The final closing of Series 4 is to occur not later than October 31, 2022, provided that the Manager may extend such final closing by six months

to April 30, 2023, in its commercially reasonable discretion (such closing, the “Final Closing” and such date, the “Final Closing Date”).

The investment period of Series 1 will commence on the Initial Closing Date and terminate on the earliest to occur of: (a) the five-year anniversary of the Initial Closing Date, and (b) such earlier date as determined by the Manager in its commercially reasonable discretion (the “Investment Period”).

Capital Commitments

There is no minimum initial Capital Commitment required by a Member in Series 4. Although the Manager may make a Capital Contributions, the Manager is not required to make any Capital Contribution.

6. Distributions

Distributions of available capital shall be made to the Members at the times and in the amounts determined by the Manager; provided, that any such Distributions will be made to the Members of Series 4 *pro rata* in accordance with their Percentage Interest.

The Manager will not receive Carried Interest for Series 4.

Notwithstanding the foregoing, any Temporary Investment income will be distributed among the Members (including the Manager) of Series 4 in accordance with Section 5.5.3 of the Agreement.

7. Management Fee and Carried Interest

The Manager will not receive a management fee or carried interest for Series 4.

8. Agreement to be Bound

Each of the undersigned agrees to be bound by the terms and provisions of the Agreement.

9. No Third-Party Benefits

Except as expressly provided herein, the Series 4 Designation is entered into for the sole and exclusive benefit of the parties hereto and will not be interpreted in such a manner as to give rise to or create any rights or benefits of or for any person not a party hereto.

10. Amendments

The Manager may amend this Series 4 Designation from time to time, without the consent, approval, authorization or other action of any Member; provided, that, the Manager acknowledges and agrees that no amendment shall be made to this Series 4 Designation which: (a) has the effect of adversely amending the distributions or allocations to be made to

any Member, or (b) has a material and adverse effect on any Member, in each case, without the consent of such Member. Notwithstanding the foregoing, the Manager may update the names, addresses and capital commitments of the Members reflected in the books and records of Series 4 and the Company without the consent of any Member.

11. Side Letters

The Manager may, from time to time in its sole and absolute discretion, enter into “side letter” agreements concerning a Member’s investment in Series 4. A side letter may contractually require the Manager to take or prohibit the Manager from taking or may contractually require the Manager to permit the applicable Member to take, certain actions concerning the Member’s investment in Series 4 or provide greater economic or other benefits to such Member. The Manager may, but is not required to, disclose the existence or terms of any such side letters to any other Member or to offer the terms of any such side letters to any other Member. If the Manager enters into a side letter concerning a Member’s investment in Series 4, that Member may have rights that are more or less favorable in some respect to other Members. A side letter will only be entered into by the Manager to the extent it believes doing so is consistent with the powers granted to the Manager by the Agreement and its fiduciary duties.

12. Headings; Counterparts

The titles of the sections of this Series 4 Designation are for convenience of reference only and are not to be considered in construing the terms and provisions of this Series 4 Designation.

This Series 4 Designation may be executed in counterparts, each of which shall be deemed to be an original hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Series Designation of Mammoth Private Capital, LLC – Health and Tech Fund Series 4 as of the day and year first above written.

SERIES:

**MAMMOTH PRIVATE CAPITAL, LLC – HEALTH AND
TECH FUND SERIES 4, a segregated series of
MAMMOTH PRIVATE CAPITAL, LLC**

**By: Mammoth Scientific, LLC,
Its: Manager**

Name: Thomas Martin
Title: CEO and Operating Manager

MANAGER:

MAMMOTH SCIENTIFIC, LLC

Name: Thomas Martin
Title: CEO and Operating Manager

MEMBERS:

**By: Mammoth Scientific, LLC,
in its capacity as authorized agent and attorney-in-fact**

Name: Thomas Martin
Title: CEO and Operating Manager