

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
AESTAS, LLC
A DELAWARE LIMITED LIABILITY COMPANY
APRIL 10, 2023

IMPORTANT

The Company exists to advance OpenAI Inc.'s mission of ensuring that safe artificial general intelligence is developed and benefits all of humanity. The Company's duty to this mission and the principles advanced in the OpenAI Inc. Charter take precedence over any obligation to generate a profit. The Company may never make a profit, and the Company is under no obligation to do so. The Company is free to reinvest any or all of OpenAI Global's (or the Company's) cash flow into research and development activities or related expenses without any obligation to the Members. See Section 6.4 for additional details.

NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE REGULATORY AUTHORITY NOR THE REGULATORY AUTHORITY OF ANY OTHER COUNTRY HAS APPROVED OR DISAPPROVED THIS LIMITED LIABILITY COMPANY AGREEMENT OR THE MEMBERSHIP INTERESTS ("**INTERESTS**") PROVIDED FOR HEREIN. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE INTERESTS HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "**SECURITIES ACT**"), NOR UNDER THE SECURITIES LAWS OF ANY OTHER COUNTRY, AND THE COMPANY IS UNDER NO OBLIGATION TO REGISTER THE INTERESTS UNDER THE SECURITIES ACT OR ANY OTHER SUCH LAWS IN THE FUTURE.

AN INTEREST MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO A "U.S. PERSON," WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT, IN THE ABSENCE OF AN EFFECTIVE REGISTRATION UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. HEDGING TRANSACTIONS INVOLVING AN INTEREST MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT. ADDITIONAL RESTRICTIONS ON THE TRANSFER OF INTERESTS ARE CONTAINED IN SECTION 7 OF THIS AGREEMENT. BASED UPON THE FOREGOING, EACH ACQUIROR OF AN

Company. The determination of whether any particular individual or entity is described in the first sentence of this Section 6.14(g) shall be made by the Company in its Sole Discretion.

(h) ***Income Tax Reporting.*** Except as otherwise expressly approved by the Company, the Members acknowledge and agree that any transaction pursuant to which a Family Affiliate (other than a Family Affiliate intended to actually provide services to the Company) is directly admitted to the Company, rather than acquiring its Interest via Transfer from its Member/Sponsor or its related individual as described in Section 6.14(g), is as a matter of substance an implicit Transfer from such Member/Sponsor or related individual and shall be treated as such for Federal income and other tax purposes, as applicable. Except as it relates solely to tax matters, nothing in the preceding sentence shall be deemed to increase the rights or reduce the obligations of any Person as otherwise arising under this Agreement.

(i) ***Management Company.*** For the avoidance of doubt, the provisions of this Section 6.14 shall be applied on a Look Through Basis with respect to the Management Company in accordance with Section 10.29 in a manner consistent with the Management Company Agreement.

SECTION 7

TRANSFERS AND WITHDRAWALS

7.1 ***General Provisions Regarding Transfers.***

(a) ***Assignee Status.*** Unless admitted as a Member in accordance with the provisions of this Agreement, the transferee of all or any portion of a Member's interest in the Company (including a Series) shall not be a Member, but instead shall be an Assignee subject to the provisions of Section 7.8.

(b) ***Transfer Agreement.*** In connection with each Transfer of an interest in the Company (including a Series): (i) the transferor and transferee shall execute and deliver to the Company a written instrument of Transfer in form and substance reasonably satisfactory to the Company; and (ii) the transferee shall execute and deliver to the Company a written instrument pursuant to which the transferee assumes all obligations of the transferor associated with the transferred interest and otherwise agrees to comply with the terms and provisions of this Agreement.

(c) ***Prohibited Transfers.*** Notwithstanding any provision of this Agreement to the contrary, no Member shall be admitted to the Company and there shall be no Transfer of an interest in the Company (including a Series), individually or together with other concurrently proposed Transfers, if such admission or Transfer would: (i) give rise to a requirement that interests in the Company be registered under Section 5 of the Securities Act or any corresponding provision of other applicable law; (ii) give rise to a requirement that the Company or any Affiliate of the Company register as an investment company or elect to be a "business development company" under the Investment Company Act or any corresponding provision of other applicable law; (iii) give rise to a requirement that the Manager, any Officer, the Company, any Affiliate of the

Company, the Non-Profit or any equityholder, member, manager, director, officer, or employee thereof register as an investment adviser under the Investment Advisers Act or any corresponding provision of other applicable law; (iv) otherwise subject the Company, any Affiliate of the Company, the Manager, any Officer or any equityholder, member, manager, director, officer, or employee of any of the foregoing to additional regulatory requirements under applicable law, compliance with which would subject the Company or such other Person to material expense or burden (unless each such affected Person consents to such Transfer); (v) constitute a transaction effected through an “established securities market” or a secondary market or the substantial equivalent thereof within the meaning of Treasury Regulation Section 1.7704-1(b) and (c) or otherwise cause the Company or any Affiliate of the Company to be a “publicly traded partnership” within the meaning of Section 7704 of the Internal Revenue Code; (vi) violate any applicable law or result in a violation thereof by the Company, any Affiliate of the Company, the Manager, any Officer or any equityholder, member, manager, director, officer, or employee of any of the foregoing; (vii) result in the Company having greater than 2000 persons that hold interests of record (within the meaning of Section 12(g) of the Exchange Act, and Rule 12g5-1 thereunder); (viii) otherwise impose liability or reporting obligations on the Company under the Exchange Act or would otherwise require the Company to make any filing with the Securities and Exchange Commission; or (ix) result in the assets of the Company being deemed to include “plan assets” for purposes of the U.S. Department of Labor Regulation Section 2510.3-101, as modified by Section 3(42) of the Employee Retirement Income Security Act of 1974, as amended (“*Plan Assets*”). Any purported admission or Transfer in contravention of the foregoing sentence shall be null and void ab initio for all purposes under this Agreement.

(d) ***Partial Transfer.*** Notwithstanding any provision of this Agreement to the contrary, no pledge, hypothecation, grant of a security interest or similar partial Transfer of an interest in the Company shall be effective until the transferor and transferee have delivered to the Company such duly executed and filed documentation as shall be required, in the Company’s reasonable determination, to ensure that such partial Transfer will not impair the enforceability of this Agreement.

(e) ***Effect of Purported Transfer.*** Any Transfer in violation of this Section 7: (i) shall be null and void as against the Company and the other Members; and (ii) shall not be recognized or permitted by, or duly reflected in the official books and records of, the Company. The preceding sentence shall not be applied to prevent the Company from enforcing any rights it may have in respect of a transferor or transferee arising under this Agreement or otherwise (including any rights arising under Section 10.6).

(f) ***Derivative Company Interest.*** Solely for purposes of this Section 7.1, an interest in the Company shall be deemed to include any Derivative Company Interest held, issued or created by a Member, Assignee or other Person.

(g) ***Imputed Underpayments.*** Any imputed underpayment amount (within the meaning of Section 6225 of the Internal Revenue Code or any corresponding provision of other applicable law) that is properly allocable to an assignor of an interest, as reasonably determined by the Company, shall be treated as a withholding payment with respect to the applicable Assignee in accordance with Section 4.3. Furthermore, as a condition to any assignment, each assignor shall agree to (i) continue to comply with the provisions of Section 6.12(a) notwithstanding such

assignment and (ii) indemnify and hold harmless the Company and the Manager from and against any liability in respect of an imputed underpayment amount or other cost, expense or loss that the Company determines in good faith is attributable to the assignor or the applicable Assignee.

(h) **Management Company.** For the avoidance of doubt, the provisions of this Section 7.1 shall be applied on a Look Through Basis with respect to the Management Company in accordance with Section 10.29 consistent with the Management Company Agreement.

7.2 **Transfer by a Member.**

(a) **General.** A Member shall not Transfer, directly or indirectly (including any indirect Transfer by a Beneficial Owner of a Member), all or any portion of its interest in the Company or any Series (including any portion of the economics or Units associated with such interest) without the prior consent of the Company.

(b) **Opinion/Information.** In connection with each Transfer, the transferring Member shall provide to the Company either: (i) an opinion of counsel to such transferring Member satisfactory in form and substance to counsel for the Company with respect to the matters described in Section 7.1(c); or (ii) sufficient information to allow counsel for the Company to make a determination that the proposed Transfer will not result in any of the consequences described in Section 7.1(c). The Company shall use its reasonable efforts to assist the transferring Member in obtaining Company information necessary for such Member to satisfy its obligations under the preceding sentence.

(c) **Multiple Ownership.** In the event of any Transfer which results in multiple ownership of a Member's interest in the Company (including an interest in a Series), the Company may require that one or more trustees or nominees be designated to represent all or a portion of the interest transferred for the purpose of receiving all notices which may be given and all payments which may be made under this Agreement and for the purpose of exercising all rights of the transferees under this Agreement.

(d) **Transfer Expenses.** If a Member Transfers (or proposes to Transfer) all or any portion of its interest in the Company (including an interest in a Series), all reasonable legal and other out-of-pocket expenses incurred by the Company on account of the Transfer (or proposed Transfer) shall be paid by such Member. Following the effective date of any Transfer, the transferor and transferee shall be jointly and severally liable for all such expenses. At the election of the Company, such expenses shall be paid by the Company and deducted from the Capital Account of the Member or the transferee. If a Member undergoes a change to its structure, nature of organization, ownership or other attributes that does not constitute a Transfer by such Member under this Agreement, but that nevertheless is treated as a transfer for purposes of any applicable law or otherwise imposes upon the Company any corresponding regulatory, tax, compliance or other burden or expense, the costs thereof shall be borne by such Member in the same manner as described in the foregoing provisions of this Section 7.2(d).

(e) **Transfer of Economic Attributes.** Except as otherwise specifically provided in this Agreement or with the consent of the Company, all economic attributes of a transferor Member's interest in the Company (such as the Member's Units in any Series (including

any Units that are Eligible Units), Capital Account balance, and obligation to return distributions or make other payments to the Company) shall carry over to a transferee in proportion to the percentage of the interest so transferred.

(f) **Continuing Obligations.** Notwithstanding any provision of this Agreement to the contrary, a Member shall not, by virtue of having Transferred all or any portion of its Company interest, be relieved of any obligations arising under this Agreement (including Sections 4.3 and 6.5(d)); provided, however, that a Member shall be relieved of such obligations to the extent that: (x) such relief is approved by the Company (which approval may be withheld by the Company in its sole and absolute discretion); and (y) such obligations are assumed by another Member or Person admitted to the Company as a Substitute Member.

(g) **Effective Date.** Once all other conditions to the Transfer of a Member's interest (including an Interest in a Series) have been satisfied, such Transfer shall be effective as of: (x) the Close of Business on the last day of the next ending Fiscal Year of the Company; or (y) such other time as shall be jointly selected by the Company, the transferor and the transferee.

(h) **Management Company.** For the avoidance of doubt, the provisions of this Section 7.2 shall be applied on a Look Through Basis with respect to the Management Company in accordance with Section 10.29 consistent with the Management Company Agreement.

7.3 **Withdrawal/Removal of a Member.**

(a) **General.** A Member shall not withdraw from the Company or any Series or otherwise cease to be a Member without the consent of the Company, which consent may be granted or withheld in the Company's sole and absolute discretion (but in all events subject to Section 7.1(c)). Except as otherwise provided in this Section 7.3, a Member shall not be required to withdraw, or otherwise be removed, from the Company or any Series.

(b) **Required Withdrawal.** The Company may require the complete or partial withdrawal of a Member if: (1) neither the Member nor its Family Affiliates continues to be employed by OpenAI OpCo, LLC or its Affiliates; (2) the Company determines in good faith that continued undiminished membership of such Member in the Company would be materially adverse to the interests of the Company or its Affiliates or Cause exists with respect to such Member; (3) such Member has used or disclosed information in violation of Section 6.9; (4) the Company determines in its reasonable discretion (based upon consultation with counsel to the Company) that continued undiminished membership of such Member in the Company would (i) constitute or give rise to a violation of applicable law or cause the assets of the Company to be deemed to include Plan Assets or (ii) otherwise subject the Company, its Affiliates or the Manager to material onerous legal, tax or other regulatory burdens or requirements that cannot reasonably be avoided without material adverse consequences to the Manager, any Member, the Company or its Affiliates; (5) such Member was admitted to the Company in contravention of Sections 7.1(c) or 7.2 or has breached its representations and warranties in Section 10.10(c); or (6) the Company determines that such Member has more than 10 (or such higher number of Beneficial Owners that such Member has separately informed the Company of in writing to which the Company has consented to in writing) beneficial owners or direct or indirect economic interest holders (each, a "**Beneficial Owner**") as determined (i) in accordance with Section 3(c)(1) of the Investment

Company Act, (ii) if applicable, in accordance with Section 12(g) of the Exchange Act and Rule 12g5-1 thereunder (including any successor rule), or (iii) with respect to any economic interest holder, by virtue of any arrangement, agreement or understanding which any Person may have which entitles such Person to economic rights in such Member or any portion of its associated Units. The Company shall not require the withdrawal of any Member under clause (4) of the preceding sentence unless the Company has first consulted with such Member regarding the basis for such required withdrawal and provided such Member with a reasonable time period (which shall not be required to exceed 30 days) to eliminate such basis.

(c) ***Deemed Withdrawal.*** A Member shall be deemed to have withdrawn from the Company or a Series with the consent of the Company upon such Member's death or Permanent Incapacity. Except as otherwise determined by the Company in its sole and absolute discretion, a Member shall be deemed to have withdrawn without the consent of the Company upon such Member's Bankruptcy, Dissolution or Termination.

(d) ***Intentionally Omitted.***

(e) ***Withdrawal of Management Company.*** For the avoidance of doubt, the provisions of this Section 7.3 shall be applied on a Look Through Basis with respect to the Management Company in accordance with Section 10.29 consistent with the Management Company Agreement. To the extent the Management Company is required to withdraw or removed from the Company pursuant to this Section 7.3, the Management Company shall withdraw or be removed partially only to the extent of and only with respect to such portion of the interest of the Management Company in the Company held by the applicable Management Company Member giving rise to such withdrawal/removal requirement, and will not be applied to any other Management Company Member or the Management Company as a whole.

7.4 *Procedures Following Member Withdrawal/Removal.* A Member that withdraws (in whole or in part) or is removed from the Company or Series in accordance with the provisions of Section 7.3 (including via a deemed withdrawal) or otherwise ceases to be a constituent member of the Company or a Series under the Act (each, a "***Withdrawal Event***" and "***Withdrawn Member***") shall be treated as an Assignee and, accordingly, shall have the rights and obligations of an Assignee as described in Section 7.8. Subject to the preceding sentence, a Withdrawn Member shall not be entitled to any redemption of its interest in the Company, distribution, or other payment in connection with its Withdrawal Event or otherwise in consequence of its status as a Withdrawn Member.

7.5 *Vesting of Members' Interests.*

(a) ***General.***

(i) If a Member becomes a Withdrawn Member (in whole or in part), its interest in Profits and Losses shall be reduced in accordance with the provisions of this Section 7.5.

(ii) Except as otherwise provided in this Section 7.5, as of the time of a Withdrawn Member's Withdrawal Event, its interest in the future Profits and Losses allocable in respect of its Vesting Interest shall cease vesting and shall be reduced to its vested interest therein

as determined pursuant to Section 7.5(b), and its unvested Units (whether or not such Units are Eligible Units) shall be reduced accordingly. The unvested Units shall automatically be deemed to be, and treated as, cancelled for all purposes under this Agreement. No future Profits and Losses shall be allocated to the cancelled Units. However, the foregoing provisions of this Section 7.5(a)(ii) shall not cause any reduction to a Withdrawn Member's interest in items of Extraordinary Loss that become allocable within two years after the Withdrawn Member's Withdrawal Event.

(iii) As of the time of a Withdrawn Member's Withdrawal Event: (x) such Withdrawn Member's interest in its Net Eligible Units Profit shall cease vesting; and (y) such Withdrawn Member's Capital Account balance shall be reduced by an amount equal to the unvested portion of such Withdrawn Member's Net Eligible Units Profit as determined pursuant to Section 7.5(b); provided, however; that such Withdrawn Member's Capital Account balance shall not be reduced pursuant to this sentence to the extent that such reduction would cause a negative balance in such Withdrawn Member's Capital Account or increase the amount by which such balance is negative. To the extent that any reduction in a Withdrawn Member's Capital Account balance is limited by the proviso in the preceding sentence, such reduction shall occur in the future as, when, and to the extent that subsequent capital contributions or allocations of Profit cause such Withdrawn Member's Capital Account balance to become positive. To the extent that a Member's Capital Account balance is reduced pursuant to this Section 7.5(a)(iii), such Capital Account balance shall be forfeited to the Initial Master Series. The Initial Master Series shall allocate the Withdrawn Member's Capital Account pro rata to all of the Capital Accounts of each Member of the Initial Master Series in accordance with Section 4.1(b). Each Subsequent Feeder Series that is a Member of the Initial Master Series and receives an allocation of the Withdrawn Member's Capital Account shall in turn allocate the Withdrawn Member's Capital Account amongst its Members pro rata in proportion to the Units held by such Members in respect of such Series.

(iv) Any portion of a Member's Interest that is not part of such Member's Vesting Interest shall not be subject to vesting or reduction pursuant to this Section 7.5.

(v) As described in Section 3.1, additional Units associated with new Series may be issued to a Member from time to time. In such event, such Units shall be treated as if they were a separate interest in the Company represented by a separate and distinct Vesting Interest for purposes of applying this Section 7.5.

(b) ***Rate of Vesting.*** Each Member's Vesting Interest shall vest as follows.

(i) Zero percent (0%) of such Member's Vesting Interest shall vest during the first year following the date that the portion of such Member's Vesting Interest was issued as set forth on Schedule A. Twenty-five percent (25%) of such Vesting Interest shall vest on the first anniversary of such date, and the remainder shall vest in equal monthly installments during the second, third and fourth years following such date.

(ii) The Company, acting in its sole and absolute discretion, may agree with any Member that the Vesting Interest of such Member shall vest on terms that differ from those set forth in this Section 7.5(b).

(iii) If a Member's interest in the Company is increased pursuant to Section 7.5(a), such increased portion shall vest in the same manner as if it had been included in such Member's Vesting Interest since the date of such Member's admission to the Company. If a Member does not become a Withdrawn Member prior to the time of the Company's Dissolution, any remaining unvested portion of such Member's Vesting Interest shall vest at such time.

(c) **Release of Claims.** Unless, within 60 days following a Withdrawn Member's Withdrawal Event, such Withdrawn Member (or, if such Withdrawn Member has become a Withdrawn Member in consequence of death or Permanent Incapacity, such Withdrawn Member's estate, custodian or other legal representative or successor) duly executes and delivers to the Company a general release of claims against the Company and the other Members with regard to all matters relating to the Company up to and including the time of such Withdrawal Event, such Withdrawn Member's Units shall be cancelled and reduced to zero (0) effective as of the date of the Withdrawal Event. Upon a determination by the Company that a Withdrawn Member has failed to properly execute and deliver a release as described in the preceding sentence, the Capital Account of the Withdrawn Member shall be reduced to zero (0), and the Capital Accounts of the Members shall be adjusted accordingly, to give effect to the preceding sentence as if the 60 day period set forth in the preceding sentence were instead a zero day period and such Withdrawn Member shall promptly return to the Company any distributions to which, taking into account the operation of this Section 7.5(c), such Withdrawn Member was not entitled under this Agreement. In the case of a distribution of property, the amount of a Withdrawn Member's return obligation under this Section 7.5(c) shall be based upon the Fair Market Value of the distributed property as of the time of distribution, but such Withdrawn Member shall receive credit for returned property only to the extent of the value of such property as of the time of such return and any shortfall shall be paid to the Company in cash. Each release described in this Section 7.5(c) shall be in form and substance acceptable to the Company; provided, however, that the Company shall not require such release to diminish a Withdrawn Member's rights: (i) to indemnification pursuant to Section 9.2; (ii) in respect of distributions that, under this Agreement, were required to have been made to such Withdrawn Member at or prior to the time of such Withdrawn Member's Withdrawal Event but were not made due to the Company's gross negligence or willful misconduct; or (iii) in respect of actions or omissions that occur after the time of such Withdrawn Member's Withdrawal Event.

(d) **Removal for Specified Withdrawal Events.** At the sole and absolute discretion of the Company, if a Withdrawn Member was removed pursuant to Section 7.3(b)(2), (5) or (6), the foregoing provisions of this Section 7.5 shall apply as if the Withdrawn Member had been removed immediately following the action or omission of the Withdrawn Member giving rise to such Member becoming a Withdrawn Member and its Units shall be cancelled and reduced to zero (0) effective as of such time, the Capital Account of the Withdrawn Member shall be reduced to zero (0), the Capital Accounts of the Members shall be adjusted accordingly, and such Withdrawn Member shall promptly return to the Company any distributions to which, taking into account the operation of this Section 7.5(d), such Withdrawn Member was not entitled under this Agreement. In the case of a distribution of property, the amount of a Withdrawn Member's return obligation under this Section 7.5(d) shall be based upon the Fair Market Value of the distributed property as of the time of distribution, but such Withdrawn Member shall receive credit for returned property only to the extent of the value of such property as of the time of such return and any shortfall shall be paid to the Company in cash.

(e) **Management Company.** For the avoidance of doubt, the provisions of this Section 7.5 shall be applied on a Look Through Basis with respect to the Management Company in accordance with Section 10.29 consistent with the Management Company Agreement.

7.6 **Intentionally Omitted.**

7.7 **Intentionally Omitted.**

7.8 **Status of Assignees.**

(a) **Admission as a Member.** Notwithstanding any provision of this Agreement to the contrary, an Assignee shall not be admitted to the Company as a Substitute Member without the consent of the Company, which consent may be withheld in the Company's sole and absolute discretion.

(b) **Derivative Interest.** All rights and privileges associated with an Assignee interest in the Company shall be derived solely from the Member interest of which such rights and privileges were previously a component part. No Assignee shall hold, by virtue of such Assignee's interest in the Company, any rights and privileges that were not specifically transferred to such Assignee by the prior holder of such interest. No Member, Assignee or other rights or privileges arising under this Agreement or the Act shall apply with respect to a notional or constructive interest in the Company, without regard to whether such interest constitutes a Derivative Company Interest.

(c) **Economic Rights.** Subject to Section 4.1(f), an Assignee that holds an interest in the Company shall be entitled to receive the allocations attributable to such interest pursuant to Section 4, to receive the distributions attributable to such interest pursuant to Section 5 and Section 8, and to Transfer such interest in accordance with the terms of this Section 7. Notwithstanding the preceding sentence, the Company and the Members shall incur no liability for allocations and distributions made in good faith to a transferor until a valid written instrument of Transfer has been received by the Company and recorded on its books and the effective time of the Transfer has passed.

(d) **Non-Economic Rights.** An Assignee shall not, solely by virtue of its status as such, hold any non-economic rights in respect of the Company. Without limitation on the preceding sentence, an Assignee's interest in the Company shall not entitle such Assignee to participate in the management, control or operation of the Company or its business, act for the Company, bind the Company under agreements or arrangements with third parties, or vote on Company matters. An Assignee shall not have any right to receive or review Company books, records, reports or other information; provided, however, that an Assignee may, at its own expense, require that an independent public accounting firm of national or regional standing in the United States review (not more than once per Fiscal Year) the Company's financial statements solely for purposes of determining that such Assignee has received from the Company all distributions to which it is entitled in respect of its economic interest in the Company (and such independent public accounting firm shall disclose to such Assignee only whether such Assignee has received all such distributions, and shall not disclose such financial statements to such Assignee). An Assignee shall not hold itself out as a Member in any forum or for any purpose; provided, however, that, to

the extent necessary to maintain consistency with the Company's income tax returns, reports, and other filings, an Assignee shall take the position that it is a Member solely for income tax purposes. More generally, except as specifically provided in this Agreement, an Assignee shall have none of the rights, benefits or entitlements provided to a constituent member of a limited liability company under this Agreement, the Act, or other applicable law.

(e) **Bound by Agreement.** To the extent otherwise applicable to the interest in the Company that has been transferred to or is otherwise held by an Assignee, the Assignee shall be subject to, and bound by, all of the terms and provisions of this Agreement that inure to the benefit of the Company or any Member (without regard to whether such Assignee has executed a written instrument of Transfer or assumption described in Section 7.1(b) or 7.8(c)). Without limitation on the preceding sentence, an Assignee that holds an interest in the Company shall be responsible for any obligation to return distributions or make other payments to the Company or any Member associated with such interest, and shall comply with the provisions of Sections 6.9, 6.10 and 10.13.

(f) **Limited Treatment as a Member.** Solely to the extent necessary to give effect to the Assignee rights and obligations set forth in this Section 7.8, an Assignee (other than a Family Affiliate of a Member/Sponsor that is actually a Member) shall be treated as a Member for purposes of this Agreement.

(g) **Redemption.** The Company may, at any time and in its sole and absolute discretion, redeem (or cause the sale of) the Company interest of any Assignee for cash equal to the Fair Market Value of such interest. With regard to an Assignee that is a Withdrawn Member or successor in interest thereto, the foregoing rights of the Company under this Section 7.8(g) shall be in addition to those rights of the Company set forth in Section 7.4.

7.9 **Tender Offers.**

(a) Units that are fully vested may be eligible for sale through the sale of corresponding units in the Management Company (the "**Corresponding Units**") pursuant to secondary sale transactions organized or otherwise approved by the Manager ("**Tender Offers**"). The Manager shall determine how many Corresponding Units may be sold in a Tender Offer, the terms of any such Tender Offer, including the time at which the tender shall occur, the price at which the Corresponding Units may be sold, and the unitholders and purchasers who may participate in the Tender Offer.

(b) The "**Tendering Purchaser**" in a Tender Offer will acquire Corresponding Units.

SECTION 8

DISSOLUTION AND LIQUIDATION

8.1 **Dissolution Events.**

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Limited Liability Company Agreement of Aestas, LLC, a Delaware limited liability company agreement, as of the date first above written.

MANAGER:

OPENAI GP, L.L.C.,
a Delaware limited liability company

By:

DocuSigned by:
Sam Altman

Name: Sam Altman
Title: Chief Executive Officer

MEMBERS:

THE MEMBERS LISTED ON SCHEDULE
A HERETO

By: OPENAI GP, L.L.C.,
a Delaware limited liability company
Title: Attorney-in-Fact

DocuSigned by:
Sam Altman

Name: Sam Altman
Title: Chief Executive Officer

EXISTING MEMBERS:

By: OPENAI GP, L.L.C.,
a Delaware limited liability company
Title: Attorney-in-Fact

DocuSigned by:
Sam Altman

Name: Sam Altman
Title: Chief Executive Officer