

EXPLANATORY NOTE

This is a post-qualification amendment to an offering statement on Form 1-A filed by RSE Collection, LLC. The offering statement was originally filed by RSE Collection, LLC on June 30, 2017 and has been amended by RSE Collection, LLC on multiple occasions since that date. The offering statement, as amended by pre-qualification amendments, was initially qualified by the U.S. Securities and Exchange Commission on August 10, 2017.

Different series of RSE Collection, LLC have already been offered or have been qualified but not yet launched as of the date hereof, by RSE Collection, LLC under the offering statement, as amended and qualified. Each such series of RSE Collection, LLC will continue to be offered and sold by RSE Collection, LLC following the filing of this post-qualification amendment subject to the offering conditions contained in the offering statement, as qualified.

The purpose of this post-qualification amendment is to add to the offering statement, as amended and qualified, the offering of additional series of RSE Collection, LLC and to amend, update and/or replace certain information contained in the Offering Circular. The series already offered, or qualified but not yet launched as of the date hereof, under the offering statement, and the additional series being added to the offering statement by means of this post-qualification amendment, are outlined in the “Master Series Table” contained in the section titled “**Interests in Series Covered by This Amendment**” of the Offering Circular to this post-qualification amendment.

POST-QUALIFICATION OFFERING CIRCULAR AMENDMENT NO. 21
DATED JUNE 30, 2020

RSE COLLECTION, LLC

250 LAFAYETTE STREET, 2ND FLOOR, NEW YORK, NY 10012
(347-952-8058) Telephone Number
www.rallyrd.com

This Post-Qualification Amendment relates to the offer and sale of series of interest, as described below, to be issued by RSE Collection, LLC (the “Company,” “RSE Collection,” “we,” “us,” or “our”).

		Series Membership Interests Overview			
		Price to Public	Underwriting Discounts and Commissions (1)(2)(3)	Proceeds to Issuer	Proceeds to Other Persons
Series #69BM1	Per Unit	\$57.50		\$57.50	
	Total Minimum	\$103,500		\$103,500	
	Total Maximum	\$115,000		\$115,000	
Series #85FT1	Per Unit	\$82.50		\$82.50	
	Total Minimum	\$148,500		\$148,500	
	Total Maximum	\$165,000		\$165,000	
Series #88LJ1	Per Unit	\$67.50		\$67.50	
	Total Minimum	\$121,500		\$121,500	
	Total Maximum	\$135,000		\$135,000	
Series #55PS1	Per Unit	\$212.50		\$212.50	
	Total Minimum	\$382,500		\$382,500	
	Total Maximum	\$425,000		\$425,000	
Series #95BL1	Per Unit	\$59.25		\$59.25	
	Total Minimum	\$106,650		\$106,650	
	Total Maximum	\$118,500		\$118,500	

Series #89PS1	Per Unit	\$82.50		\$82.50	
	Total Minimum	\$148,500		\$148,500	
	Total Maximum	\$165,000		\$165,000	
Series #90FM1	Per Unit	\$8.25		\$8.25	
	Total Minimum	\$14,850		\$14,850	
	Total Maximum	\$16,500		\$16,500	
Series #83FB1	Per Unit	\$70.00		\$70.00	
	Total Minimum	\$315,000		\$315,000	
	Total Maximum	\$350,000		\$350,000	
Series #98DV1	Per Unit	\$65.00		\$65.00	
	Total Minimum	\$117,000		\$117,000	
	Total Maximum	\$130,000		\$130,000	
Series #06FS1	Per Unit	\$39.80		\$39.80	
	Total Minimum	\$174,125		\$174,125	
	Total Maximum	\$209,000		\$209,000	
Series #93XJ1	Per Unit	\$99.00		\$99.00	
	Total Minimum	\$445,500		\$445,500	
	Total Maximum	\$495,000		\$495,000	
Series #02AX1	Per Unit	\$54.00		\$54.00	
	Total Minimum	\$97,200		\$97,200	
	Total Maximum	\$108,000		\$108,000	
Series #99LE1	Per Unit	\$34.75		\$34.75	
	Total Minimum	\$62,550		\$62,550	
	Total Maximum	\$69,500		\$69,500	

Series #91MV1	Per Unit	\$19.00		\$19.00	
	Total Minimum	\$34,200		\$34,200	
	Total Maximum	\$38,000		\$38,000	
Series #92LD1	Per Unit	\$55.00		\$55.00	
	Total Minimum	\$148,500		\$148,500	
	Total Maximum	\$165,000		\$165,000	
Series #94DV1	Per Unit	\$28.75		\$28.75	
	Total Minimum	\$51,750		\$51,750	
	Total Maximum	\$57,500		\$57,500	
Series #00FM1	Per Unit	\$24.75		\$24.75	
	Total Minimum	\$44,550		\$44,550	
	Total Maximum	\$49,500		\$49,500	
Series #72MC1	Per Unit	\$62.25		\$62.25	
	Total Minimum	\$112,050		\$112,050	
	Total Maximum	\$124,500		\$124,500	
Series #06FG1	Per Unit	\$64.00		\$64.00	
	Total Minimum	\$288,000		\$288,000	
	Total Maximum	\$320,000		\$320,000	
Series #11BM1	Per Unit	\$42.00		\$42.00	
	Total Minimum	\$75,600		\$75,600	
	Total Maximum	\$84,000		\$84,000	
Series #80LC1	Per Unit	\$127.00		\$127.00	
	Total Minimum	\$571,500		\$571,500	
	Total Maximum	\$635,000		\$635,000	

Series #02BZ1	Per Unit	\$65.00		\$65.00	
	Total Minimum	\$175,500		\$175,500	
	Total Maximum	\$195,000		\$195,000	
Series #88BM1	Per Unit	\$47.00		\$47.00	
	Total Minimum	\$126,900		\$126,900	
	Total Maximum	\$141,000		\$141,000	
Series #63CC1	Per Unit	\$63.00		\$63.00	
	Total Minimum	\$113,400		\$113,400	
	Total Maximum	\$126,000		\$126,000	
Series #76PT1	Per Unit	\$63.30		\$63.30	
	Total Minimum	\$170,910		\$170,910	
	Total Maximum	\$189,900		\$189,900	
Series #75RA1	Per Unit	\$28.00		\$28.00	
	Total Minimum	\$75,600		\$75,600	
	Total Maximum	\$84,000		\$84,000	
Series #65AG1	Per Unit	\$89.25		\$89.25	
	Total Minimum	\$160,650		\$160,650	
	Total Maximum	\$178,500		\$178,500	
Series #93FS1	Per Unit	\$68.75		\$68.75	
	Total Minimum	\$123,750		\$123,750	
	Total Maximum	\$137,500		\$137,500	
Series 2003 Porsche 911 GT2	Per Unit	\$0.00		\$0.00	
	Total Minimum	\$0		\$0	
	Total Maximum	\$0		\$0	

Series #61JE1	Per Unit	\$82.00		\$82.00	
	Total Minimum	\$221,400		\$221,400	
	Total Maximum	\$246,000		\$246,000	
Series #90MM1	Per Unit	\$5.32		\$5.32	
	Total Minimum	\$23,940		\$23,940	
	Total Maximum	\$26,600		\$26,600	
Series #65FM1	Per Unit	\$41.25		\$41.25	
	Total Minimum	\$74,250		\$74,250	
	Total Maximum	\$82,500		\$82,500	
Series #88PT1	Per Unit	\$30.00		\$30.00	
	Total Minimum	\$54,990		\$54,990	
	Total Maximum	\$66,000		\$66,000	
Series #94LD1	Per Unit	\$119.50		\$119.50	
	Total Minimum	\$537,750		\$537,750	
	Total Maximum	\$597,500		\$597,500	
Series #99SS1	Per Unit	\$137.50		\$137.50	
	Total Minimum	\$110,000		\$110,000	
	Total Maximum	\$137,500		\$137,500	
Series #94FS1	Per Unit	\$72.50		\$72.50	
	Total Minimum	\$116,000		\$116,000	
	Total Maximum	\$145,000		\$145,000	
Series #61MG1	Per Unit	\$68.00		\$68.00	
	Total Minimum	\$306,000		\$306,000	
	Total Maximum	\$340,000		\$340,000	

Series #92CC1	Per Unit	\$26.25		\$26.25	
	Total Minimum	\$42,000		\$42,000	
	Total Maximum	\$52,500		\$52,500	
Series #89FT1	Per Unit	\$45.00		\$45.00	
	Total Minimum	\$144,000		\$144,000	
	Total Maximum	\$180,000		\$180,000	
Series #80PN1	Per Unit	\$9.60		\$9.60	
	Total Minimum	\$38,400		\$38,400	
	Total Maximum	\$48,000		\$48,000	
Series #89FG2	Per Unit	\$75.00		\$75.00	
	Total Minimum	\$120,000		\$120,000	
	Total Maximum	\$150,000		\$150,000	
Series #88LL1	Per Unit	\$146.00		\$146.00	
	Total Minimum	\$233,600		\$233,600	
	Total Maximum	\$292,000		\$292,000	
Series 1990 Mercedes 190E 2.5-16 Evo II	Per Unit	\$0.00		\$0.00	
	Total Minimum	\$0		\$0	
	Total Maximum	\$0		\$0	
Series #03SS1	Per Unit	\$125.00		\$125.00	
	Total Minimum	\$300,000		\$300,000	
	Total Maximum	\$375,000		\$375,000	
Series #72FG2	Per Unit	\$98.33		\$98.33	

	Total Minimum	\$236,000		\$236,000	
	Total Maximum	\$295,000		\$295,000	
Series #95FF1	Per Unit	\$60.00		\$60.00	
	Total Minimum	\$96,000		\$96,000	
	Total Maximum	\$120,000		\$120,000	
Series #82AB1	Per Unit	\$58.86		\$58.86	
(4)	Total Minimum	\$103,600		\$103,600	
	Total Maximum	\$129,500		\$129,500	
Series #12MM1	Per Unit	\$62.50		\$62.50	
(4)	Total Minimum	\$100,000		\$100,000	
	Total Maximum	\$125,000		\$125,000	
Series #55MG1	Per Unit	\$1,250.00		\$1,250.00	
(4)	Total Minimum	\$1,000,000		\$1,000,000	
	Total Maximum	\$1,250,000		\$1,250,000	
Series #65PT1	Per Unit	\$67.50		\$67.50	
(4)	Total Minimum	\$108,000		\$108,000	
	Total Maximum	\$135,000		\$135,000	
Series #73FD1	Per Unit	\$142.50		\$142.50	
(4)	Total Minimum	\$228,000		\$228,000	
	Total Maximum	\$285,000		\$285,000	
Series #76FG1	Per Unit	\$37.00		\$37.00	
(4)	Total Minimum	\$148,000		\$148,000	
	Total Maximum	\$185,000		\$185,000	
Series #89NG1	Per Unit	\$26.67		\$26.67	

(4)	Total Minimum	\$64,000		\$64,000	
	Total Maximum	\$80,000		\$80,000	
Series #90FF1	Per Unit	\$410.00		\$410.00	
(4)	Total Minimum	\$984,000		\$984,000	
	Total Maximum	\$1,230,000		\$1,230,000	
Series #95BE1	Per Unit	\$170.00		\$170.00	
(4)	Total Minimum	\$680,000		\$680,000	
	Total Maximum	\$850,000		\$850,000	
Series #67FG1	Per Unit	\$208.33		\$208.33	
(4)	Total Minimum	\$500,000		\$500,000	
	Total Maximum	\$625,000		\$625,000	
Series #67CC1	Per Unit	\$100.00		\$100.00	
(4)	Total Minimum	\$160,000		\$160,000	
	Total Maximum	\$200,000		\$200,000	
Series #91GS1	Per Unit	\$7.90		\$7.90	
(4)	Total Minimum	\$34,760		\$34,760	
	Total Maximum	\$43,450		\$43,450	
Series #67FS1	Per Unit	\$48.75		\$48.75	
(4)	Total Minimum	\$156,000		\$156,000	
	Total Maximum	\$195,000		\$195,000	
Series #72PT1	Per Unit	\$110.00		\$110.00	
(4)	Total Minimum	\$176,000		\$176,000	
	Total Maximum	\$220,000		\$220,000	
Series #08TR1	Per Unit	\$20.00		\$20.00	

(4)	Total Minimum	\$80,000		\$80,000	
	Total Maximum	\$100,000		\$100,000	
Series #63PT1	Per Unit	\$70.00		\$70.00	
(4)	Total Minimum	\$123,200		\$123,200	
	Total Maximum	\$154,000		\$154,000	
Series #55MS1	Per Unit	\$97.50		\$97.50	
(4)	Total Minimum	\$171,600		\$171,600	
	Total Maximum	\$214,500		\$214,500	
Series #67MS1	Per Unit	\$80.00		\$80.00	
(4)	Total Minimum	\$128,000		\$128,000	
	Total Maximum	\$160,000		\$160,000	
Series #99FF1	Per Unit	\$62.50		\$62.50	
(4)	Total Minimum	\$110,000		\$110,000	
	Total Maximum	\$137,500		\$137,500	
Series #69PN1	Per Unit	\$19.00		\$19.00	
(4)	Total Minimum	\$76,000		\$76,000	
	Total Maximum	\$95,000		\$95,000	
Series #90FT1	Per Unit	\$41.25		\$41.25	
(4)	Total Minimum	\$66,000		\$66,000	
	Total Maximum	\$82,500		\$82,500	
Series #91JX1	Per Unit	\$310.00		\$310.00	
(4)	Total Minimum	\$1,240,000		\$1,240,000	
	Total Maximum	\$1,550,000		\$1,550,000	
Series #87FF1	Per Unit	\$129.80		\$129.80	

(4)	Total Minimum	\$114,224		\$114,224	
	Total Maximum	\$142,780		\$142,780	
Series #72FG1	Per Unit	\$63.00		\$63.00	
(4)	Total Minimum	\$276,000		\$276,000	
	Total Maximum	\$345,000		\$345,000	
Series #99FG1	Per Unit	\$66.25		\$66.25	
(4)	Total Minimum	\$116,600		\$116,600	
	Total Maximum	\$145,750		\$145,750	
Series #91DP1	Per Unit	\$79.50		\$79.50	
(4)	Total Minimum	\$318,000		\$318,000	
	Total Maximum	\$397,500		\$397,500	
Series #89FG1	Per Unit	\$27.50		\$27.50	
(4)	Total Minimum	\$88,000		\$88,000	
	Total Maximum	\$110,000		\$110,000	
Series #66AV1	Per Unit	\$161.67		\$161.67	
(4)	Total Minimum	\$388,000		\$388,000	
	Total Maximum	\$485,000		\$485,000	
Series #99LD1	Per Unit	\$172.50		\$172.50	
(4)	Total Minimum	\$276,000		\$276,000	
	Total Maximum	\$345,000		\$345,000	
Series #64AD1	Per Unit	\$189.00		\$189.00	
(4)	Total Minimum	\$756,000		\$756,000	
	Total Maximum	\$945,000		\$945,000	
Series #95FM1	Per Unit	\$230.00		\$230.00	

(4)	Total Minimum	\$368,000		\$368,000	
	Total Maximum	\$460,000		\$460,000	
Series #61JC1	Per Unit	\$65.00		\$65.00	
(4)	Total Minimum	\$156,000		\$156,000	
	Total Maximum	\$195,000		\$195,000	
Series #94BE1	Per Unit	\$200.00		\$200.00	
(4)	Total Minimum	\$800,000		\$800,000	
	Total Maximum	\$1,000,000		\$1,000,000	
Series #79PT1	Per Unit	\$77.50		\$77.50	
(4)	Total Minimum	\$124,000		\$124,000	
	Total Maximum	\$155,000		\$155,000	
Series #68CC1	Per Unit	\$67.50		\$67.50	
(4)	Total Minimum	\$108,000		\$108,000	
	Total Maximum	\$135,000		\$135,000	
Series #78MM1	Per Unit	\$97.50		\$97.50	
(4)	Total Minimum	\$78,000		\$78,000	
	Total Maximum	\$97,500		\$97,500	
Series #81DD1	Per Unit	\$24.00		\$24.00	
(4)	Total Minimum	\$57,600		\$57,600	
	Total Maximum	\$72,000		\$72,000	
Series #98AX1	Per Unit	\$110.00		\$110.00	
(4)	Total Minimum	\$88,000		\$88,000	
	Total Maximum	\$110,000		\$110,000	
Series #08MS1	Per Unit	\$106.67		\$106.67	

(4)	Total Minimum	\$256,000		\$256,000	
	Total Maximum	\$320,000		\$320,000	
Series #11FG1	Per Unit	\$142.50		\$142.50	
(4)	Total Minimum	\$456,000		\$456,000	
	Total Maximum	\$570,000		\$570,000	
Series #06FG2	Per Unit	\$97.50		\$97.50	
(4)	Total Minimum	\$312,000		\$312,000	
	Total Maximum	\$390,000		\$390,000	
Series #74AM1	Per Unit	\$15.60		\$15.60	
(4)	Total Minimum	\$62,400		\$62,400	
	Total Maximum	\$78,000		\$78,000	
Series #74PN1	Per Unit	\$20.50		\$20.50	
(4)	Total Minimum	\$65,600		\$65,600	
	Total Maximum	\$82,000		\$82,000	
Series #74AV1	Per Unit	\$27.50		\$27.50	
(4)	Total Minimum	\$44,000		\$44,000	
	Total Maximum	\$55,000		\$55,000	
Series #93MR1	Per Unit	\$29.75		\$29.75	
(4)	Total Minimum	\$47,600		\$47,600	
	Total Maximum	\$59,500		\$59,500	
Series #91AX1	Per Unit	\$50.00		\$50.00	
(4)	Total Minimum	\$120,000		\$120,000	
	Total Maximum	\$150,000		\$150,000	
Series #71DZ1	Per Unit	\$30.00		\$30.00	

(4)	Total Minimum	\$96,000		\$96,000	
	Total Maximum	\$120,000		\$120,000	
Series #84PN1	Per Unit	\$9.25		\$9.25	
(4)	Total Minimum	\$29,600		\$29,600	
	Total Maximum	\$37,000		\$37,000	
Series #82AV1	Per Unit	\$59.50		\$59.50	
	Total Minimum	\$238,000		\$238,000	
	Total Maximum	\$297,500		\$297,500	
Series #69CC1	Per Unit	\$55.00		\$55.00	
(4)	Total Minimum	\$132,000		\$132,000	
	Total Maximum	\$165,000		\$165,000	
Series #64VP1	Per Unit	\$16.00		\$16.00	
(4)	Total Minimum	\$38,400		\$38,400	
	Total Maximum	\$48,000		\$48,000	
Series #93PN1	Per Unit	\$46.00		\$46.00	
(4)	Total Minimum	\$73,600		\$73,600	
	Total Maximum	\$92,000		\$92,000	
Series #74DP1	Per Unit	\$42.00		\$42.00	
(4)	Total Minimum	\$134,400		\$134,400	
	Total Maximum	\$168,000		\$168,000	
Series #93FM1	Per Unit	\$8.50		\$8.50	
(4)	Total Minimum	\$34,000		\$34,000	
	Total Maximum	\$42,500		\$42,500	
Series #63VK1	Per Unit	\$15.00		\$15.00	

(4)	Total Minimum	\$36,000		\$36,000	
	Total Maximum	\$45,000		\$45,000	

(1) Dalmore Group, LLC (the “BOR”) will be acting as a broker of record and entitled to a Brokerage Fee (as described in “**Offering Summary**” – “**Use of Proceeds**”) and described in greater detail under “**Plan of Distribution and Subscription Procedure – Broker**” and “**– Fees and Expenses**” for additional information.

(2) DriveWealth, LLC (the “**Custodian**”) will be acting as custodian of interests and hold brokerage accounts for interest holders in connection with the Company’s offerings and will be entitled to a Custody Fee (as described in “**Offering Summary**” – “**Use of Proceeds**”) and described in greater detail under “**Plan of Distribution and Subscription Procedure – Custodian**” and “**– Fees and Expenses**” for additional information. For all offerings of the Company which closed or launch prior to the agreement with the Custodian, signed on March 2, 2018, interests are transferred into the Custodian brokerage accounts upon consent of the individual investors who purchased such shares or have transferred money into escrow in anticipation of purchasing such shares at the close of the currently ongoing offerings.

(3) No underwriter has been engaged in connection with the Offering (as defined below) and neither the BOR, nor any other entity, receives a finder’ fee or any underwriting or placement agent discounts or commissions in relation to any Offering of Interests (as defined below). We intend to distribute all offerings of membership interests in any series of the Company principally through the Rally Rd.™ platform and any successor platform used by the Company for the offer and sale of interests, (the “**Rally Rd.™ Platform**” or the “**Platform**”), as described in greater detail under “**Plan of Distribution and Subscription Procedure**” for additional information.

(4) Amounts for Series (as defined below) are subject to final execution of purchase option agreements or purchase agreements.

The Company is offering, on a best efforts basis, a minimum (the “**Total Minimum**”) to a maximum (the “**Total Maximum**”) of membership interests of each of the following series of the Company, highlighted in gray in the “**Master Series Table**” in the “**Interests In Series Covered By This Amendment**” section. Series not highlighted in gray have completed their respective offerings at the time of this filing and the number of interests in the table represents the actual interests sold. The sale of membership interests is being facilitated by the BOR, a broker-dealer registered under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and member of FINRA and is registered in each state where the offer or sales of the Interests (as defined below) will occur. It is anticipated that Interests will be offered and sold only in states where the BOR is registered as a broker-dealer. For the avoidance of doubt, the BOR does not and will not solicit purchases of Interests or make any recommendations regarding the Interests to prospective investors.

All of the series of the Company offered hereunder may collectively be referred to herein as the “**Series**.” The interests of all Series described above may collectively be referred to herein as the “**Interests**” and the offerings of the Interests may collectively be referred to herein as the “**Offerings**.” See “**Description of the Interests Offered**” for additional information regarding the Interests.

The Company is managed by RSE Markets, Inc., a Delaware corporation (the “**Manager**”). RSE Markets will also serve as the asset manager (the “**Asset Manager**”) for each Series of the Company and provides services to the Underlying Assets (as defined below) in accordance with each Series’ asset management agreement.

It is anticipated that the Company’s core business will be the identification, acquisition, marketing and management of collectible automobiles, collectively referred to as “**Automobile Assets**” or the “**Asset Class**,” for the benefit of the investors. The Series assets referenced in the “**Interests In Series Covered By This Amendment**” section may be referred to herein, collectively, as the “**Underlying Assets**.” Any individuals, dealers or auction company which owns an Underlying Asset prior to a purchase of an Underlying Asset by the Company in advance of a potential Offering or the closing of an Offering from which proceeds are used to acquire the Underlying Asset may be referred to herein as an “**Asset Seller**.” See “**Description of the Business**” for additional information regarding the Asset Class.

This Offering Circular describes each individual Series found in the “**Interests In Series Covered By This Amendment**” section.

The Interests represent an investment in a particular Series and thus indirectly the Underlying Asset and do not represent an investment in the Company or the Manager generally. We do not anticipate that any Series will own any assets other than the Underlying Asset associated with such Series. However, we expect that the operations of the Company, including the issuance of additional Series of Interests and their acquisition of additional assets, will benefit investors by enabling each Series to benefit from economies of scale and by allowing investors to enjoy the Company’s Underlying Asset collection at the Membership Experience Programs (as described in “**Description of the Business – Business of the Company**”).

A purchaser of the Interests may be referred to herein as an “**Investor**” or “**Interest Holder**.” There will be a separate closing with respect to each Offering (each, a “**Closing**”). The Closing of an Offering will occur on the earliest to occur of (i) the date subscriptions for the Total Maximum Interests for a Series have been accepted or (ii) a date determined by the Manager in its sole discretion, provided that subscriptions for the Total Minimum Interests of such Series have been accepted. If Closing has not occurred, an Offering shall be terminated upon (i) the date which is one year from the date such Offering Circular or Amendment, as applicable, is qualified by the U.S. Securities and Exchange Commission, or the “**Commission**,” which period may be extended with respect to a particular Series by an additional six months by the Manager in its sole discretion, or (ii) any date on which the Manager elects to terminate the Offering for a particular Series in its sole discretion.

No securities are being offered by existing security-holders.

Each Offering is being conducted under Tier II of Regulation A (17 CFR 230.251 et. seq.) and the information contained herein is being presented in Offering Circular format. The Company is not offering, and does not anticipate selling, Interests in any of the Offerings in any state where the BOR is not registered as a broker-dealer. The subscription funds advanced by prospective Investors as part of the subscription process will be held in a non-interest-bearing escrow account with Atlantic Capital Bank, N.A., the “Escrow Agent,” and will not be commingled with the operating account of the Series, until, if and when there is a Closing with respect to that Series. See “Plan of Distribution and Subscription Procedure” and “Description of Interests Offered” for additional information.

A purchase of Interests in a Series does not constitute an investment in either the Company or an Underlying Asset directly, or in any other Series of Interest. This results in limited voting rights of the Investor, which are solely related to a particular Series, and are further limited by the Limited Liability Company Agreement of the Company (as amended from time to time, the “Operating Agreement”), described further herein. Investors will have voting rights only with respect to certain matters, primarily relating to amendments to the Operating Agreement that would adversely change the rights of the Interest Holders and removal of the Manager for “cause.” The Manager and the Asset Manager thus retain significant control over the management of the Company, each Series and the Underlying Assets. Furthermore, because the Interests in a Series do not constitute an investment in the Company as a whole, holders of the Interests in a Series are not expected to receive any economic benefit from, or be subject to the liabilities of, the assets of any other Series. In addition, the economic Interest of a holder in a Series will not be identical to owning a direct undivided Interest in an Underlying Asset because, among other things, a Series will be required to pay corporate taxes before distributions are made to the holders, and the Asset Manager will receive a fee in respect of its management of the Underlying Asset.

This Offering Circular contains forward-looking statements which are based on current expectations and beliefs concerning future developments that are difficult to predict. Neither the Company nor the Manager or Asset Manager can guarantee future performance, or that future developments affecting the Company, the Manager, the Asset Manager, or the Platform will be as currently anticipated. These forward-looking statements involve a number of risks, uncertainties (some of which are beyond our control) or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements. Please see “Risk Factors” and “Cautionary Note Regarding Forward-Looking Statements” for additional information.

There is currently no public trading market for any Interests, and an active market may not develop or be sustained. If an active public or private trading market for our securities does not develop or is not sustained, it may be difficult or impossible for you to resell your Interests at any price. Even if a public or private market does develop, the market price could decline below the amount you paid for your Interests.

The Interests offered hereby are highly speculative in nature, involve a high degree of risk and should be purchased only by persons who can afford to lose their entire investment. There can be no assurance that the Company’s investment objectives will be achieved or that a secondary market would ever develop for the Interests, whether via the Platform, via third party registered broker-dealers or otherwise. Prospective Investors should obtain their own legal and tax advice prior to making an investment in the Interests and should be aware that an investment in the Interests may be exposed to other risks of an exceptional nature from time to time. Please see “Risk Factors” for additional information.

GENERALLY, NO SALE MAY BE MADE TO YOU IN ANY OFFERING IF THE AGGREGATE PURCHASE PRICE YOU PAY IS MORE THAN 10% OF THE GREATER OF YOUR ANNUAL INCOME OR NET WORTH. DIFFERENT RULES APPLY TO ACCREDITED INVESTORS AND NON-NATURAL PERSONS. BEFORE MAKING ANY REPRESENTATION THAT YOUR INVESTMENT DOES NOT EXCEED APPLICABLE THRESHOLDS, WE ENCOURAGE YOU TO REVIEW RULE 251(d)(2)(i)(C) OF REGULATION A. FOR GENERAL INFORMATION ON INVESTING, WE ENCOURAGE YOU TO REFER TO [HTTP://WWW.INVESTOR.GOV](http://www.investor.gov).

NOTICE TO RESIDENTS OF THE STATES OF TEXAS AND WASHINGTON:

WE ARE LIMITING THE OFFER AND SALE OF SECURITIES IN THE STATES OF TEXAS AND WASHINGTON TO A MAXIMUM OF \$5 MILLION IN ANY 12-MONTH PERIOD. WE RESERVE THE RIGHT TO REMOVE OR MODIFY SUCH LIMIT AND, IN THE EVENT WE DECIDE TO OFFER AND SELL ADDITIONAL SECURITIES IN THESE STATES, WE WILL FILE A POST-QUALIFICATION SUPPLEMENT TO THE OFFERING STATEMENT OF WHICH THIS OFFERING CIRCULAR IS A PART IDENTIFYING SUCH CHANGE.

The United States Securities and Exchange Commission does not pass upon the merits of or give its approval to any securities offered or the terms of the Offering, nor does it pass upon the accuracy or completeness of any Offering Circular or other solicitation materials. These securities are offered pursuant to an exemption from registration with the Commission; however, the Commission has not made an independent determination that the securities offered are exempt from registration. This Offering Circular shall not constitute an offer to sell or the solicitation of an offer to buy, nor may there be any sales of these securities in, any state in which such offer, solicitation or sale would be unlawful before registration or qualification of the offer and sale under the laws of such state.

An investment in the Interests involves a high degree of risk. See “Risk Factors” for a description of some of the risks that should be considered before investing in the Interests.

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INCORPORATION BY REFERENCE OF OFFERING CIRCULAR

The Offering Circular, including this Post-Qualification Amendment, is part of an offering statement (File No. 024-10717) that was filed with the Securities and Exchange Commission. We hereby incorporate by reference into this Post-Qualification Amendment all of the information contained in the following:

1. [Part II of the Post-Qualification Amendment to Offering Circular No. 20](#) including the sections bulleted below, to the extent not otherwise modified or replaced by offering circular supplement and/or Post-Qualification Amendment.
 - Cautionary Note Regarding Forward-Looking Statements
 - Trademarks and Trade Names
 - Additional Information
 - Offering Summary
 - Risk Factors
 - Potential Conflicts of Interest
 - Dilution
 - Use of Proceeds and Asset Descriptions in Post-Qualification Amendment to Offering Circular No. 20.
 - Management's Discussion and Analysis of Financial Condition and Results of Operation
 - Plan of Distribution and Subscription Procedure
 - Description of the Business
 - Management
 - Compensation
 - Principal Interest Holders
 - Description of Interests Offered
 - Material United States Tax Considerations
 - Where to Find Additional Information

Note that any statement we make in this Post-Qualification Amendment (or have made in the Offering Circular) will be modified or superseded by an inconsistent statement made by us in a subsequent offering circular supplement or Post-Qualification Amendment.

INTERESTS IN SERIES COVERED BY THIS AMENDMENT

The master series table below, referred to at times as the “Master Series Table,” shows key information related to each Series. This information will be referenced in the following sections when referring to the Master Series Table. In addition, see the “**Description of Underlying Asset**” and “**Use of Proceeds**” section for each individual Series for further details.

Series / Series Name	Qualification Date	Underlying Asset	Offering Price per Interest	Minimum Offering Size	Maximum Offering Size	Agreement Type	Opening Date (1)	Closing Date (1)	Status	Sourcing Fee	Minimum Membership Interests (2)	Maximum Membership Interests (2)	Comments	Trading Window (6)
#77LE1 / Series #77LE1		1977 Lotus Esprit S1	\$38.85	\$77,700		Upfront Purchase	11/17/2016	4/13/2017	Closed	\$3,443	2,000		<ul style="list-style-type: none"> • Acquired Underlying Asset for \$69,400 on 10/03/2016 • Acquisition financed through a \$69,400 loan from an officer of the Manager • \$77,700 Offering closed on 04/13/2017 and the loan plus \$241 of accrued interest and other obligations were repaid with the proceeds • (3) (5) 	4/14/2020
#69BM1 / Series Boss Mustang	8/10/2017	1969 Ford Mustang Boss 302	\$57.50	\$115,000		Upfront Purchase	11/20/2017	2/7/2018	Closed	\$2,986	2,000		<ul style="list-style-type: none"> • Acquired Underlying Asset for \$102,395 on 10/31/2016 financed through a \$5,000 down-payment by the Manager and a \$97,395 loan from an officer of the Manager • \$115,000 Offering closed on 02/07/2018 and the loan plus \$821 of accrued interest and other obligations were repaid with the proceeds • (3) 	3/24/2020
#85FT1 / Series Ferrari Testarossa	9/14/2017	1985 Ferrari Testarossa	\$82.50	\$165,000		Upfront Purchase	11/23/2017	2/15/2018	Closed	(\$17,859)	2,000		<ul style="list-style-type: none"> • Acquired Underlying Asset for \$172,500 on 06/01/2017 financed through a \$47,500 loan from an officer of the Manager and \$125,000 loan from J.J. Best Banc & Co (3rd Party Lender) • \$165,000 Offering closed on 02/15/2018 and all loans plus accrued interest of \$401 and \$5,515 and other obligations were repaid with the proceeds • (3) 	3/10/2020

#88LJ1 / Series Lamborghini ini Jalpa	9/14/2017	1988 Lamborghini ini Jalpa	\$67.50	\$135,000	Upfront Purchase	2/9/2018	4/12/2018	Closed	\$578	2,000	<ul style="list-style-type: none"> • Acquired Underlying Asset for \$127,176 on 11/23/2016 financed through a \$7,500 down-payment by the Manager and a \$119,676 loan from an officer of the Manager • \$135,000 Offering closed on 04/12/2018 and the loan plus \$1,126 of accrued interest was repaid with the proceeds • (3) 	4/7/2020
#55PS1 / Series Porsche Speedster	9/14/2017	1955 Porsche 356 Speedster	\$212.50	\$425,000	Purchase Option Agreement	4/2/2018	6/6/2018	Closed	(\$3,357)	2,000	<ul style="list-style-type: none"> • Purchase option agreement to acquire Underlying Asset for \$405,000 entered on 07/01/2017 • At the time of the agreement there was a \$30,000 non-refundable upfront fee that was financed through a \$20,000 loan by an officer of the Manager and a \$10,000 down-payment by the Manager • Subsequently a \$100,000 refundable upfront fee was made and financed through a loan to the Company from an officer of the Manager and a payment of \$155,000 was made and financed through a payment by the Manager • \$425,000 Offering closed on 06/06/2018 and all obligations under the purchase option agreement and other obligations were repaid with the proceeds to finalize the purchase • (3) 	6/2/2020
#95BL1 / Series BMW M3 Lightweight	5/24/2018	1995 BMW E36 M3 Lightweight	\$59.25	\$118,500	Upfront Purchase	6/1/2018	7/12/2018	Closed	(\$444)	2,000	<ul style="list-style-type: none"> • Acquired Underlying Asset for \$112,500 on 03/28/2018 financed through a \$22,500 non-interest-bearing down-payment by Manager, \$10,000 loan from an officer of the Manager and an \$80,000 loan from J.J. Best & Company (3rd Party Lender) • \$118,500 Offering closed on 07/12/2018 and all loans and other obligations were repaid with the proceeds • (3) 	3/17/2020

#89PS1 / Series Porsche 911 Speedster	7/20/2018	1989 Porsche 911 Speedster	\$82.50	\$165,000	Purchase Agreement	7/23/2018	7/31/2018	Closed	\$1,771	2,000	<ul style="list-style-type: none"> • Purchase Option Agreement to acquire Underlying Asset for \$160,000 entered on 6/21/2018 • Consideration to Asset Seller paid \$61,000 in cash (38% of consideration) and the remainder (\$99,000) in Interests in the Series #89PS1 issued to the Asset Seller at the closing of the Offering • \$165,000 Offering closed on 7/31/2018 and payments made by the Manager and other obligations were paid through the proceeds to finalize the purchase • (3) 	5/5/2020
#90FM1 / Series Ford Mustang 7-Up Edition	7/20/2018	1990 Ford Mustang 7Up Edition	\$8.25	\$16,500	Purchase Agreement	7/24/2018	7/31/2018	Closed	\$464	2,000	<ul style="list-style-type: none"> • Purchase Option Agreement to acquire Underlying Asset from the Asset Seller, an affiliate of the Company for \$14,500 entered on 06/15/2018 • Consideration to Asset Seller paid \$10,375 in cash (72% of consideration) and the remainder (\$4,125) in Interests in the Series #90FM1 issued to the Asset Seller at the closing of the Offering • \$16,500 Offering closed on 07/31/2018 and payments made by the Manager and other Obligations were paid through the proceeds to finalize the purchase • (3) 	5/5/2020
#83FB1 / Series Ferrari 512	3/29/2018	1983 Ferrari 512 BBi	\$70.00	\$350,000	Purchase Option Agreement	7/23/2018	9/5/2018	Closed	\$9,162	5,000	<ul style="list-style-type: none"> • Purchase option agreement to acquire Underlying Asset for \$330,000 entered on 10/30/2017 • \$350,000 Offering closed on 09/05/2018 and all obligations under the purchase option agreement and other obligations were repaid with the proceeds to finalize the purchase • (3) 	5/26/2020

#98DV1 / Series Dodge Viper GTS-R	9/17/2018	1998 Dodge Viper GTS-R	\$65.00	\$130,000	Upfront Purchase	9/27/2018	10/10/2018	Closed	\$2,314	2,000	<ul style="list-style-type: none"> • Acquired Underlying Asset for \$120,000 on 06/28/2018 financed through a \$40,000 non-interest-bearing down-payment by Manager and a \$80,000 loan from an officer of the Manager • \$130,000 Offering closed on 10/10/2018 and the loan plus accrued interest and other obligations were paid through the proceeds • (3) 	5/19/2020
#06FS1 / Series Ferrari F430 Spider	9/17/2018	2006 Ferrari F430 Spider "Manual"	\$39.80	\$199,000	Purchase Option Agreement	10/12/2018	10/19/2018	Sold	\$774	5,000	<ul style="list-style-type: none"> • Purchase option agreement to acquire Underlying Asset for \$192,500 entered on 10/05/2018 • \$199,000 Offering closed on 10/19/2018 and all obligations under the purchase option agreement and other obligations repaid with the proceeds to finalize the purchase • \$227,500 acquisition offer for 2006 Ferrari F430 Spider "Manual" accepted on 05/10/2019 with subsequent cash distribution to the Investors and dissolution of the Series upon payment of currently outstanding tax liabilities • (3) 	5/23/2019

#93XJ1 / Series Jaguar XJ220	3/29/2018	1993 Jaguar XJ220	\$99.00	\$495,000	Purchase Option Agreement	8/22/2018	11/6/2018	Closed	(\$7,373)	5,000	<ul style="list-style-type: none"> • Purchase option agreement to acquire Underlying Asset for \$460,000 entered on 12/15/2017 • Down-payment of \$170,000 on 03/02/2018, financed through a \$25,000 loan from an officer of the Manager and a \$145,000 loan from an affiliate of the Manager • The \$145,000 loan from an affiliate of the Manager plus \$4,767 of accrued interest was subsequently repaid on 07/03/2018 and replaced by a \$145,000 non-interest-bearing payment from the Manager • Final payment of \$290,000 on 08/02/2018 financed through a non-interest-bearing payment from the Manager • In addition to the acquisition of the Series, the proceeds from the Offering were used to finance \$26,500 of refurbishments to the Underlying Asset • \$495,000 Offering closed on 11/06/2018 and the Series repaid the non-interest-bearing payments made to the Company by the Manager and other obligations through the proceeds • (3) 	4/28/2020
#02AX1 / Series Acura NSX-T	11/16/2018	2002 Acura NSX-T	\$54.00	\$108,000	Upfront Purchase	11/16/2018	11/30/2018	Closed	\$1,944	2,000	<ul style="list-style-type: none"> • Acquired Underlying Asset for \$100,000 on 09/19/2018 financed through a loan from an officer of the Manager • \$108,000 Offering closed on 11/30/2018 and the loan plus accrued interest and other obligations were paid through the proceeds • (3) 	6/9/2020

#99LE1 / Series Lotus Sport 350	11/16/2018	1999 Lotus Esprit Sport 350	\$34.75	\$69,500	Upfront Purchase	11/23/2018	12/4/2018	Closed	\$1,770	2,000	<ul style="list-style-type: none"> • Acquired Underlying Asset for \$62,100 on 10/12/2018 financed through a loan from an officer of the Manager • \$69,500 Offering closed on 12/04/2018 and the loan plus accrued interest and other obligations were paid through the proceeds • (3) 	5/12/2020
#91MV1 / Series Mitsubishi i VR4	11/16/2018	1991 Mitsubishi i 3000GT VR4	\$19.00	\$38,000	Upfront Purchase	11/28/2018	12/7/2018	Closed	\$600	2,000	<ul style="list-style-type: none"> • Acquired Underlying Asset for \$33,950 on 10/15/2018 financed through a non-interest-bearing payment by the Manager • \$38,000 Offering closed on 12/7/2018 and payment made by the Manager and other obligations were paid through the proceeds • (3) 	4/7/2020
#92LD1 / Series Lancia Martini 5	11/16/2018	1992 Lancia Delta Integrale Evo "Martini 5"	\$55.00	\$165,000	Upfront Purchase	12/7/2018	12/26/2018	Closed	\$2,219	3,000	<ul style="list-style-type: none"> • Acquired Underlying Asset for \$146,181 on 10/09/2018 financed through a non-interest-bearing payment from the Manager • \$165,000 Offering closed on 12/26/2018 and payment made by the Manager and other obligations were paid through the proceeds • (3) 	5/12/2020
#94DV1 / Series Dodge Viper RT/10	11/16/2018	1994 Dodge Viper RT/10	\$28.75	\$57,500	Purchase Option Agreement	12/11/2018	12/26/2018	Closed	\$1,841	2,000	<ul style="list-style-type: none"> • Purchase option agreement to acquire Underlying Asset for \$52,500 entered on 10/05/2018 • Payment of \$52,500 on 10/29/2018 financed through a non-interest-bearing payment by the Manager • \$57,500 Offering closed on 12/26/2018 and all obligations under the purchase option agreement and other obligations repaid with the proceeds • (3) 	3/24/2020

#00FM1 / Series Ford Mustang Cobra R	12/6/2018	2000 Ford Mustang Cobra R	\$24.75	\$49,500	Upfront Purchase	12/21/2018	1/4/2019	Sold	\$862	2,000	<ul style="list-style-type: none"> • Acquired Underlying Asset for \$43,000 on 10/12/2018 financed through a non-interest-bearing payment from the Manager • \$49,500 Offering closed on 01/04/2019 and payment made by the Manager and other obligations were paid through the proceeds • \$60,000 acquisition offer for 2000 Ford Mustang Cobra R accepted on 04/15/2019 with subsequent cash distribution to the Investors and dissolution of the Series upon payment of currently outstanding tax liabilities • (3) 	4/24/2019
#72MC1 / Series Mazda Cosmo Sport	12/6/2018	1972 Mazda Cosmo Sport Series II	\$62.25	\$124,500	Purchase Agreement	12/28/2018	1/4/2019	Closed	\$2,474	2,000	<ul style="list-style-type: none"> • Purchase Option Agreement to acquire Underlying Asset for \$115,000, entered on 11/05/2018 • Consideration to Asset Seller paid \$65,200 in cash (57% of consideration) and the remainder (\$49,800) in Interests in the Series #72MC1 issued to the Asset Seller at the closing of the Offering • \$124,500 Offering closed on 01/04/2019 and payments made by the Manager and other Obligations were paid through the proceeds to finalize the purchase • (3) 	6/2/2020
#06FG1 / Series Ford GT	12/6/2018	2006 Ford GT	\$64.00	\$320,000	Purchase Agreement	12/14/2018	1/8/2019	Closed	\$3,198	5,000	<ul style="list-style-type: none"> • Purchase agreement to acquire the Underlying Asset for \$309,000 entered on 10/23/2018 • Down-payment of \$20,000 on 10/26/2018 and final payment of \$289,000 on 12/12/2018 were made and financed through non-interest-bearing payments from the Manager • \$320,000 Offering closed on 01/08/2019 and all obligations under the purchase agreement and other obligations repaid with the proceeds • (3) 	4/28/2020

#11BM1 / Series BMW 1M	12/6/2018	2011 BMW 1M	\$42.00	\$84,000	Purchase Option Agreement	1/8/2019	1/25/2019	Closed	\$517	2,000	<ul style="list-style-type: none"> • Purchase option agreement to acquire Underlying Asset for \$78,500 entered on 10/20/2018 • Down-payment of \$7,850 on 10/26/2018 and final payment of \$70,650 on 01/25/2019 were made and financed through non-interest-bearing payments from the Manager • \$84,000 Offering closed on 01/25/2019 and all obligations under the purchase option agreement and other obligations repaid with the proceeds • (3) 	3/10/2020
#80LC1 / Series Lamborgh ini Countach LP400 S Turbo	9/17/2018	1980 Lamborgh ini Countach LP400 S Turbo	\$127.00	\$635,000	Purchase Agreement	1/17/2019	2/8/2019	Closed	\$9,216	5,000	<ul style="list-style-type: none"> • Purchase Option Agreement to acquire Underlying Asset for \$610,000, entered on 08/01/2018 • Consideration to Asset Seller paid \$562,375 in cash (92% of consideration) and the remainder (\$47,625) in Interests in the Series #80LC1 issued to the Asset Seller at the closing of the Offering • Down payment of \$60,000 on 08/10/2018 and final payment of \$502,375 on 09/13/2018 were made and financed through non-interest-bearing payments from the Manager • \$635,000 Offering closed on 02/08/2019 and payments made by the Manager and other Obligations were paid through the proceeds • (3) 	5/26/2020

#02BZ1 / Series BMW Z8	12/6/2018	2002 BMW Z8	\$65.00	\$195,000	Purchase Agreement	1/6/2019	2/8/2019	Closed	\$2,620	3,000	<ul style="list-style-type: none"> • Purchase agreement to acquire Underlying Asset for \$185,000 entered on 10/18/2018 • Down-payment of \$18,500 on 10/18/2018 and final payment of \$166,500 on 12/12/2018 were made and financed through non-interest-bearing payments from the Manager • \$195,000 Offering closed on 02/08/2019 and all obligations under the purchase agreement and other obligations repaid with the proceeds • (3) 	4/7/2020
#88BM1 / Series BMW E30 M3	12/6/2018	1988 BMW E30 M3	\$47.00	\$141,000	Upfront Purchase	1/11/2019	2/25/2019	Closed	\$226	3,000	<ul style="list-style-type: none"> • Acquired Underlying Asset for \$135,000 on 11/18/2018 financed through a non-interest-bearing payment from the Manager • \$141,000 Offering closed on 02/25/2019 and payment made by the Manager and other obligations were paid through the proceeds • (3) 	5/5/2020
#63CC1 / Series Corvette Split Window	3/6/2019	1963 Chevrolet Corvette Split Window	\$63.00	\$126,000	Upfront Purchase	3/8/2019	3/18/2019	Closed	\$1,553	2,000	<ul style="list-style-type: none"> • Acquired Underlying Asset for \$120,000 on 11/21/2018 financed through a non-interest-bearing payment from the Manager • \$126,000 Offering closed on 03/18/2019 and payment made by the Manager and other obligations were paid through the proceeds • (3) 	4/21/2020
#76PT1 / Series Porsche Turbo Carrera	3/6/2019	1976 Porsche 911 Turbo Carrera	\$63.30	\$189,900	Upfront Purchase	3/15/2019	3/22/2019	Closed	\$1,793	3,000	<ul style="list-style-type: none"> • Acquired the Underlying Asset for \$179,065 on 12/5/2018 financed through a non-interest-bearing payment from the Manager • \$189,900 Offering closed on 03/22/2019 and payment made by the Manager and other obligations were paid through the proceeds • (3) 	3/24/2020

#75RA1 / Series Renault Alpine A110	3/6/2019	1975 Renault Alpine A110 1300	\$28.00	\$84,000	Purchase Agreement	3/29/2019	4/9/2019	Closed	\$3,732	3,000	<ul style="list-style-type: none"> • Purchase agreement to acquire the Underlying Asset for \$75,000 entered on 12/22/2018 • Down-payment of \$7,500 on 01/11/2019 and final payment of \$67,500 on 03/27/2019 were made and financed through non-interest-bearing payments from the Manager • \$84,000 Offering closed on 04/09/2019 and payments made by the Manager and other obligations were paid through the proceeds • (3) 	3/31/2020
#65AG1 / Series Alfa Romeo Giulia SS	3/6/2019	1965 Alfa Romeo Giulia Sprint Speciale	\$89.25	\$178,500	Upfront Purchase	4/5/2019	4/16/2019	Closed	\$1,903	2,000	<ul style="list-style-type: none"> • Acquired Underlying Asset for \$170,000 on 11/29/2018 financed through a non-interest-bearing payment from the Manager • \$178,500 Offering closed on 04/16/2019 and payments made by the Manager and other obligations were paid through the proceeds • (3) 	6/9/2020
#93FS1 / Series Ferrari 348TS SS	3/6/2019	1993 Ferrari 348TS Serie Speciale	\$68.75	\$137,500	Purchase Option Agreement	4/12/2019	4/22/2019	Closed	\$1,272	2,000	<ul style="list-style-type: none"> • Purchase option agreement to acquire the Underlying Asset for \$130,000 entered on 01/14/2019 • Down-payment of \$10,000 on 01/22/2019 and final payment of \$120,000 on 04/20/2019 were made and financed through non-interest-bearing payments from the Manager • \$137,500 Offering closed on 04/22/2019 and all obligations under the purchase option agreement and other obligations repaid with the proceeds • (3) 	3/31/2020

2003 Porsche 911 GT2 /					Cancelled / Underlying Asset Sold Pre-Offering						<ul style="list-style-type: none"> • Purchase option agreement, to acquire the Underlying Asset for \$137,000, entered on 10/24/2018 • Down-payment of \$13,500 on 10/26/2018 and payment of 123,500 on 01/28/2019 were made and financed through non-interest-bearing payments from the Manager • \$110,000 acquisition offer for 2003 Porsche 911 GT2 accepted on 04/17/2019, prior to the launch of the offering (the Underlying Asset was never transferred to a Series). Subsequent loss on sale incurred by the Manager and cancellation of the previously anticipated offering. 	
#61JE1 / Series Jaguar E-Type	3/6/2019	1961 Jaguar E-Type	\$82.00	\$246,000	Upfront Purchase	4/19/2019	4/26/2019	Closed	\$3,858	3,000	<ul style="list-style-type: none"> • Acquired Underlying Asset for \$235,000 on 12/22/2018 financed through a \$235,000 non-interest-bearing payment from the Manager • \$246,000 Offering closed on 04/26/2019 and payments made by the Manager and other obligations were paid through the proceeds • (3) 	3/17/2020
#90MM1 / Series Mazda Miata	3/6/2019	1990 Mazda Miata MX-5	\$5.32	\$26,600	Purchase Option Agreement	4/17/2019	4/26/2019	Closed	\$918	5,000	<ul style="list-style-type: none"> • Purchase option agreement to acquire the Underlying Asset for \$22,000 entered on 01/23/2019 • Underlying Asset was acquired on 03/30/2019 with payment of \$22,000 financed through a non-interest-bearing payment from the Manager • \$26,600 Offering closed on 04/26/2019 and all obligations under the purchase option agreement and other obligations repaid with the proceeds • (3) 	4/7/2020

#65FM1 / Series Mustang Fastback	3/6/2019	1965 Ford Mustang 2+2 Fastback	\$41.25	\$82,500	Purchase Agreement	5/3/2019	7/18/2019	Closed	\$1,966	2,000	<ul style="list-style-type: none"> • Purchase agreement to acquire Underlying Asset for \$75,000 entered on 12/04/2018 • Down-payment of \$20,000 on 12/14/2018, additional payment of \$20,000 on 01/08/2019 and final payment of \$35,000 on 03/12/2019 were made and financed through non-interest-bearing payments from the Manager • \$82,500 Offering closed on 07/18/2019 and payments made by the Manager and other obligations were paid through the proceeds • (3) 	5/19/2020
#88PT1 / Series Porsche 944 Turbo S	11/16/2018	1988 Porsche 944 Turbo S	\$30.00	\$66,000	Purchase Option Agreement	5/10/2019	7/18/2019	Closed	(\$2,214)	2,200	<ul style="list-style-type: none"> • Purchase option agreement to acquire the Underlying Asset for \$59,635 entered on 04/26/2019 • Down-payment of \$12,069 on 04/30/2019 with payment of \$47,565 were made on 7/1/2019 were financed through non-interest-bearing payments from the Manager • \$66,600 Offering closed on 07/18/2019 and all obligations under the purchase option agreement and other obligations repaid with the proceeds • (3) 	4/14/2020
#94LD1 / Series Lamborghini Diabolo Jota	12/6/2018	1994 Lamborghini Diabolo SE30 Jota	\$119.50	\$597,500	Purchase Agreement	7/12/2019	8/6/2019	Closed	\$11,251	5,000	<ul style="list-style-type: none"> • Purchase agreement to acquire Underlying Asset for \$570,000 entered on 10/09/2018 • Downpayment of \$57,000 on 10/26/2018, additional payment of \$43,000 on 12/28/2018 and final payment of \$470,000 on 02/15/2019 were made and financed through non-interest-bearing payments from the Manager • \$597,500 Offering closed on 08/06/2019 and payments made by the Manager and other obligations were paid through the proceeds • (3) 	4/21/2020

#99SS1 / Series Shelby Series 1	8/9/2019	1999 Shelby Series 1	\$137.50	\$137,500	Upfront Purchase	9/4/2019	9/11/2019	Closed	\$1,815	1,000	<ul style="list-style-type: none"> • Acquired Underlying Asset for \$126,575 on 04/29/2019 financed through a non-interest-bearing payment from the Manager • \$137,500 Offering closed on 09/12/2019 and payments made by the Manager and other obligations were paid through the proceeds • (3) 	4/14/2020
#94FS1 / Series Ferrari 348 Spider	8/9/2019	1994 Ferrari 348 Spider	\$72.50	\$145,000	Purchase Agreement	9/12/2019	9/17/2019	Closed	\$669	2,000	<ul style="list-style-type: none"> • Purchase option agreement to acquire the Underlying Asset for \$135,399 entered on 04/26/2019 • Downpayment of \$13,500 on 04/29/2019, additional payment of \$350 on 06/17/2019 and final payment of \$121,549 on 07/05/2019 were made and financed through non-interest-bearing payments from the Manager • \$145,000 Offering closed on 09/17/2019 and payments made by the Manager and other Obligations were paid through the proceeds • (3) 	4/28/2020
#61MG1 / Series Maserati 3500GT	3/6/2019	1961 Maserati 3500GT	\$68.00	\$340,000	Purchase Agreement	9/20/2019	9/30/2019	Closed	\$4,613	5,000	<ul style="list-style-type: none"> • Purchase agreement to acquire the Underlying Asset for \$325,000 entered on 12/04/2018 • Down-payment of \$32,500 on 12/14/2018 and final payment of \$292,500 on 04/05/2019 were made and financed through non-interest-bearing payments from the Manager • \$340,000 Offering closed on 09/30/2019 and payments made by the Manager and other Obligations were paid through the proceeds • (3) 	5/5/2020

#92CC1 / Series Corvette ZR1	8/9/2019	1992 Chevrolet Corvette ZR1	\$26.25	\$52,500	Purchase Option Agreement	9/27/2019	10/2/2019	Closed	\$2,875	2,000	<ul style="list-style-type: none"> • Purchase option agreement to acquire the Underlying Asset for \$45,000 entered on 04/29/2019 • Underlying Asset was acquired on 07/02/2019 with payment of \$45,000 financed through a non-interest-bearing payment from the Manager • \$52,500 Offering closed on 10/2/2019 and payments made by the Manager and other Obligations were paid through the proceeds • (3) 	4/21/2020
#89FT1 / Series 1989 Ferrari Testarossa	8/9/2019	1989 Ferrari Testarossa	\$45.00	\$180,000	Purchase Option Agreement	10/4/2019	10/11/2019	Closed	(\$400)	4,000	<ul style="list-style-type: none"> • Purchase option agreement to acquire Underlying Asset for \$172,500 entered on 3/20/2019 • Underlying Asset was acquired on 06/10/2019 with payment of \$172,500 financed through a non-interest-bearing payment from the Manager • \$180,000 Offering closed on 10/11/2019 and payments made by the Manager and other Obligations were paid through the proceeds • (3) 	3/24/2020
#80PN1 / Series 1980 Porsche 928	10/23/2019	1980 Porsche 928	\$9.60	\$48,000	Upfront Purchase	11/1/2019	11/6/2019	Closed	(\$4,030)	5,000	<ul style="list-style-type: none"> • Acquired Underlying Asset for \$45,750 on 10/21/2019 through a non-interest-bearing payment by the Manager • \$48,000 Offering closed on 11/6/2019 and payments made by the Manager and other Obligations were paid through the proceeds • (3) 	3/3/2020
#89FG2 / Series 1989 Ferrari 328 II	10/23/2019	1989 Ferrari 328 GTS	\$75.00	\$127,500	Upfront Purchase	11/8/2019	11/14/2019	Closed	\$1,719	1,700	<ul style="list-style-type: none"> • Acquired Underlying Asset for \$118,500 on 10/29/2019 through a non-interest-bearing payment by the Manager • \$127,500 Offering closed on 11/14/2019 and payments made by the Manager and other Obligations were paid through the proceed • (3) 	6/9/2020

#88LL1 / Series Lamborghini LM002	8/9/2019	1988 Lamborghini LM002	\$146.00	\$292,000		Purchase Option Agreement	11/18/2019	12/8/2019	Closed	\$3,115	2,000		<ul style="list-style-type: none"> • Purchase option agreement to acquire Underlying Asset for \$275,000 entered on 3/22/2019 • Downpayment of \$27,500 on 4/3/2019 and final payment of \$247,500 on 05/7/2019 were made and financed through non-interest-bearing payments from the Manager • \$292,000 Offering closed on 12/08/2019 and payments made by the Manager and other Obligations were paid through the proceed • (3) 	3/3/2020
1990 Mercedes 190E 2.5-16 Evo II /						Cancelled / Underlying Asset Sold Pre-Offering							<ul style="list-style-type: none"> • Acquired Underlying Asset for \$251,992 on 11/02/2018 through a non-interest-bearing payment by the Manager • \$235,000 acquisition offer for 1990 Mercedes 190E 2.5-16 Evo II accepted on 01/31/2020, prior to the launch of the offering (the Underlying Asset was never transferred to a Series). Subsequent loss on sale incurred by the Manager and cancellation of the previously anticipated offering. 	
#03SS1 / Series Saleen S7	12/9/2019	2003 Saleen S7	\$125.00	\$300,000	\$375,000	Upfront Purchase	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$29,638	2,400	3,000	<ul style="list-style-type: none"> • Acquired Underlying Asset for \$330,000 on 12/22/2019 financed through a non-interest-bearing payment from the Manager 	
#72FG2 / Series 2 Ferrari 365 GTC/4	8/9/2019	1972 Ferrari 365 GTC/4	\$98.33	\$236,000	\$295,000	Purchase Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$6,038	2,400	3,000	<ul style="list-style-type: none"> • Purchase agreement to acquire the Underlying Asset for \$275,000 entered on 05/13/2019 with expiration on 07/13/2019 • Down-payment of \$27,500 on 06/4/2019 and final payment of \$247,500 on 10/11/2019 were made and financed through non-interest-bearing payments from the Manager 	
#95FF1 / Series Ferrari 355 Spider	12/9/2019	1995 Ferrari 355 Spider	\$60.00	\$96,000	\$120,000	Upfront Purchase	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$4,500	1,600	2,000	<ul style="list-style-type: none"> • Acquired Underlying Asset for \$105,000 on 11/20/2019 financed through a non-interest-bearing payment from the Manager 	

#82AB1 / Series Alpina B6	11/16/2018	1982 Alpina B6 2.8	\$58.86	\$103,600	\$129,500	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$13,110	1,760	2,200	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#12MM1 / Series McLaren MP4-12C	3/6/2019	2012 McLaren MP4-12C	\$62.50	\$100,000	\$125,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$5,794	1,600	2,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#55MG1 / Series Mercedes 300SL	8/9/2019	1955 Mercedes-Benz 300SL	\$1,250.00	\$1,000,000	\$1,250,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$16,325	800	1,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#65PT1 / Series Porsche 356 SC	8/9/2019	1965 Porsche 356 SC	\$67.50	\$108,000	\$135,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$8,838	1,600	2,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#73FD1 / Series Ferrari Dino GTS	8/9/2019	1973 Ferrari 246 Dino GTS	\$142.50	\$228,000	\$285,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$13,213	1,600	2,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#76FG1 / Series Ferrari 308 Vetroresina	8/9/2019	1976 Ferrari 308 GTB	\$37.00	\$148,000	\$185,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$3,133	4,000	5,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#89NG1 / Series Nissan GT-R	8/9/2019	1989 Nissan GT-R Skyline	\$26.67	\$64,000	\$80,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$3,900	2,400	3,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#90FF1 / Series Ferrari F40	8/9/2019	1990 Ferrari F40	\$410.00	\$984,000	\$1,230,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$65,175	2,400	3,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#95BE1 / Series Bugatti EB110	8/9/2019	1995 Bugatti EB110	\$170.00	\$680,000	\$850,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$49,525	4,000	5,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#67FG1 / Series 1967 Ferrari 330 GTC	9/11/2019	1967 Ferrari 330 GTC	\$208.33	\$500,000	\$625,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$30,263	2,400	3,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	

#67CC1 / Series 1967 Chevrolet Corvette	9/11/2019	1967 Chevrolet Corvette 427/435 L71	\$100.00	\$160,000	\$200,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$11,200	1,600	2,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#91GS1 / Series GMC Syclone	10/23/2019	1991 GMC Syclone	\$7.90	\$34,760	\$43,450	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$5,653	4,400	5,500	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#67FS1 / Series Ford Shelby GT500	10/23/2019	1967 Ford Shelby GT500	\$48.75	\$156,000	\$195,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$17,788	3,200	4,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#72PT1 / Series 1972 911S Targa	10/23/2019	1972 Porsche 911S Targa	\$110.00	\$176,000	\$220,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$5,850	1,600	2,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#08TR1 / Series 2008 Tesla Signature 100 Roadster	10/23/2019	2008 Tesla Signature 100 Roadster	\$20.00	\$80,000	\$100,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$17,950	4,000	5,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#63PT1 / Series Porsche 356 Super 90	10/23/2019	1963 Porsche 356 Super 90	\$70.00	\$123,200	\$154,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$12,250	1,760	2,200	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#55MS1 / Series Mercedes 190SL	10/23/2019	1955 Mercedes-Benz 190SL	\$97.50	\$171,600	\$214,500	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$6,288	1,760	2,200	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#67MS1 / Series Mercedes-Benz 250SL	10/23/2019	1967 Mercedes-Benz 250SL 5-Speed	\$80.00	\$128,000	\$160,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$12,900	1,600	2,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#99FF1 / Series 1999 Ferrari F355	10/23/2019	1999 Ferrari 355	\$62.50	\$110,000	\$137,500	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$6,763	1,760	2,200	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	

#69PN1 / Series 1969 Porsche 912	10/23/2019	1969 Porsche 912	\$19.00	\$76,000	\$95,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$9,788	4,000	5,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#90FT1 / Series 1990 Ferrari Mondial t	10/23/2019	1990 Ferrari Mondial t	\$41.25	\$66,000	\$82,500	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$5,256	1,600	2,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#91JX1 / Series Jaguar XJR-15	12/9/2019	1991 Jaguar XJR-15	\$310.00	\$1,240,000	\$1,550,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$22,875	4,000	5,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#87FF1 / Series Ferrari 412	5/6/2020	1987 Ferrari 412	\$129.80	\$114,224	\$142,780	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$12,603	880	1,100	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#72FG1 / Series Ferrari 365 GTC/4	5/6/2020	1972 Ferrari 365 GTC/4	\$63.00	\$276,000	\$345,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$27,356	4,381	5,476	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#99FG1 / Series Ferrari 456M GT	5/6/2020	1999 Ferrari 456M GT	\$66.25	\$116,600	\$145,750	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$5,815	1,760	2,200	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#91DP1 / Series DeTomaso Pantera	5/6/2020	1991 DeTomaso Pantera Si	\$79.50	\$318,000	\$397,500	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$15,362	4,000	5,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#89FG1 / Series Ferrari 328 GTS	5/6/2020	1989 Ferrari 328 GTS	\$27.50	\$88,000	\$110,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$9,363	3,200	4,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#66AV1 / Series Aston Martin DB6 Vantage	5/6/2020	1966 Aston Martin DB6 Vantage	\$161.67	\$388,000	\$485,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$21,413	2,400	3,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#99LD1 / Series Lamborghini VT Roadster	5/6/2020	1999 Lamborghini VT Roadster	\$172.50	\$276,000	\$345,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$13,863	1,600	2,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	

#64AD1 / Series Aston Martin DB5	5/6/2020	1964 Aston Martin DB5	\$189.00	\$756,000	\$945,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$21,163	4,000	5,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#95FM1 / Series Ferrari 512 M	5/6/2020	1995 Ferrari 512 M	\$230.00	\$368,000	\$460,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$27,150	1,600	2,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#61JC1 / Series 1961 Jaguar E-Type Coupe	5/6/2020	1961 Jaguar E-Type FHC	\$65.00	\$156,000	\$195,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$11,288	2,400	3,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#94BE1 / Series 1994 Bugatti EB110 SS	5/6/2020	1994 EB110 SS Dauer SportWagen S	\$200.00	\$800,000	\$1,000,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$38,700	4,000	5,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#79PT1 / Series 1979 Porsche 930 Turbo	5/6/2020	1979 Porsche 930 Turbo	\$77.50	\$124,000	\$155,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$7,334	1,600	2,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#68CC1 / Series 1968 Chevrolet Corvette	5/6/2020	1968 Chevrolet Corvette	\$67.50	\$108,000	\$135,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$11,763	1,600	2,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#78MM1 / Series 1978 Maserati Merak	5/6/2020	1978 Maserati Merak	\$97.50	\$78,000	\$97,500	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$4,994	800	1,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#81DD1 / Series 1981 DeLorean DMC-12	5/6/2020	1981 DeLorean DMC-12	\$24.00	\$57,600	\$72,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$5,019	2,400	3,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#98AX1 / Series 1998 Acura NSX	5/6/2020	1998 Acura NSX	\$110.00	\$88,000	\$110,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$7,363	800	1,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	

#08MS1 / Series Mercedes-Benz SLR McLaren	5/6/2020	2008 Mercedes-Benz SLR McLaren	\$106.67	\$256,000	\$320,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$7,600	2,400	3,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#11FG1 / Series Ferrari 599 GTO	5/6/2020	2011 Ferrari 599 GTO	\$142.50	\$456,000	\$570,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$26,225	3,200	4,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#06FG2 / Series 2006 Ford GT Heritage	5/6/2020	2006 Ford GT Heritage	\$97.50	\$312,000	\$390,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$16,375	3,200	4,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#74AM1 / Series Alfa Romeo Montreal	5/6/2020	1974 Alfa Romeo Montreal	\$15.60	\$62,400	\$78,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$4,535	4,000	5,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#74PN1 / Series 1974 Porsche 911	5/6/2020	1974 Porsche 911	\$20.50	\$65,600	\$82,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$3,465	3,200	4,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#74AV1 / Series 1974 Alfa Romeo GTV	5/6/2020	1974 Alfa Romeo GTV	\$27.50	\$44,000	\$55,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$4,650	1,600	2,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#93MR1 / Series Mazda RX-7	5/6/2020	1993 Mazda RX-7	\$29.75	\$47,600	\$59,500	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$1,305	1,600	2,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#91AX1 / Series Acura NSX		1991 Acura NSX	\$50.00	\$120,000	\$150,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$2,475	2,400	3,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#71DZ1 / Series Datsun 240Z		1971 Datsun 240Z	\$30.00	\$96,000	\$120,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$4,200	3,200	4,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#84PN1 / Series Porsche 944		1984 Porsche 944	\$9.25	\$29,600	\$37,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$1,430	3,200	4,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	

#82AV1 / Series Aston Martin Oscar India		1982 Aston Martin V8 Vantage 'Oscar India'	\$59.50	\$238,000	\$297,500	Upfront Purchase	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$3,911	4,000	5,000	• Acquired Underlying Asset for \$285,000 on 12/10/2018 through a non-interest-bearing payment from the Manager	
#69CC1 / Series COPO Camaro		1969 Chevrolet COPO Camaro	\$55.00	\$132,000	\$165,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$5,213	2,400	3,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#64VP1 / Series Volvo P1800		1964 Volvo P1800	\$16.00	\$38,400	\$48,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$2,120	2,400	3,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#93PN1 / Series Porsche 968 CS		1993 Porsche 968 CS	\$46.00	\$73,600	\$92,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$3,490	1,600	2,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#74DP1 / Series Pantera GTS		1974 DeTomaso Pantera GTS	\$42.00	\$134,400	\$168,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$2,160	3,200	4,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#93FM1 / Series Mustang Feature Edition		1993 Ford Mustang Feature Edition	\$8.50	\$34,000	\$42,500	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$1,375	4,000	5,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	
#63VK1 / Series Volkswagen Karmann Ghia		1963 Volkswagen Karmann Ghia	\$15.00	\$36,000	\$45,000	Purchase Option Agreement	Q2 2020 or Q3 2020	Q2 2020 or Q3 2020	Upcoming	\$3,150	2,400	3,000	• Negotiations for a purchase option agreement to acquire Underlying Asset ongoing • (4)	

Note: Gray shading represents Series for which no Closing of an Offering has occurred. Orange represents sale of Series' Underlying Asset.

- (1) If exact Offering dates (specified as Month Day, Year) are not shown, then expected Offering dates are presented.
- (2) Interests sold in Series is limited to 2,000 “qualified purchasers” with a maximum of 500 non - “accredited investors.”
- (3) Represents the actual Offering Size, number of Interests sold and fees at the Closing of the Offering.
- (4) Values are based on current or anticipated negotiations of the terms of the respective purchase option agreements or purchase agreements and may be subject to change
- (5) Interests in Series #77LE1 were issued under Rule 506(c) of Regulation D and were thus not qualified under the Company’s Offering Circular (as amended). All other Interests in Series of the Company were issued under Tier 2 of Regulation A+.
- (6) Represents most recent Trading Window for Series as of the date of this filing. Blank cells indicate that no Trading Window for Series has yet occurred as of the date of this filing.

AMENDED AND RESTATED USE OF PROCEEDS – SERIES #71DZ1

We estimate that the gross proceeds of the Series Offering (including from Series Interests acquired by the Manager) will be approximately the amount listed in the Use of Proceeds Table assuming the full amount of the Series Offering is sold, and will be used as follows:

Use of Proceeds Table		Dollar Amount	Percentage of Gross Cash Proceeds
Uses			
Cash Portion of the #71DZ1 Asset Cost (1)		\$110,000	91.67%
Interests issued to Asset Seller as part of total consideration (1)		\$0	0.00%
Cash on Series Balance Sheet		\$1,500	1.25%
Brokerage Fee		\$1,200	1.00%
Offering Expenses (2)		\$900	0.75%
Acquisition Expenses (3)	Accrued Interest	\$0	0.00%
	Finder Fee	\$0	0.00%
	Registration and other vehicle-related fees	\$300	0.25%
	Transport from Seller to Warehouse incl. associated Insurance (as applicable)	\$1,500	1.25%
	Marketing Materials	\$400	0.33%
	Refurbishment & maintenance	\$0	0.00%
Sourcing Fee		\$4,200	3.50%
Total Fees and Expenses		\$8,500	7.08%
Total Proceeds		\$120,000	100.00%

- (1) Consists of an agreement listed in the Series Detail Table with the Asset Seller to be paid in full at the expiration date of the agreement listed in the Series Detail Table.
- (2) Solely in connection with the offering of the Series Interests, the Manager has assumed and will not be reimbursed for Offering Expenses, except for expenses related to the Custody Fee, which will be paid through the proceeds of the Series Offering.
- (3) To the extent that Acquisition Expenses are lower than anticipated, any overage would be maintained in an operating account for future Operating Expenses.

On the date listed in the Series Detail Table, the Company entered into the agreement listed in the Series Detail Table regarding the Series with the Asset Seller for the Cash Portion of the Asset Cost listed in the Use of Proceeds Table.

Upon the closing of the Offering, proceeds from the sale of the Series Interests will be distributed to the account of the Series. The Series will complete the agreement and pay the Asset Seller the amounts listed in the Series Detail Table.

Series Detail Table	
Agreement Type	Purchase Option Agreement
Date of Agreement	In Negotiations
Expiration Date of Agreement	In Negotiations
Down-payment Amount	\$0
Installment 1 Amount	\$110,000
Installment 2 Amount	\$0
Interests issued to Asset Seller as part of total consideration	\$0
Asset Seller Specifics	None
Acquisition Expenses	\$2,200

In addition to the costs of acquiring the Underlying Asset, proceeds from the Series Offering will be used to pay the following, listed in the Series Detail Table and the Use of Proceeds Table above (i) the Brokerage Fee to the BOR as consideration for providing certain broker-dealer services to the Company in connection with this Series Offering, (ii) the Offering Expenses related to the anticipated Custody Fee, (iii) the Acquisition Expenses, including but not limited to the items described in the Use of Proceeds Table above, except as to the extent that Acquisition Expenses are lower than anticipated, any overage will be maintained in an operating account for future Operating Expenses, and (iv) the Sourcing Fee to the Manager as consideration for assisting in the sourcing of the Underlying Asset. Of the proceeds of the Offering, the Cash on Series Balance Sheet listed in the Use of Proceeds Table will remain in the operating account of the Series for future Operating Expenses.

The allocation of the net proceeds of this Series Offering set forth above, represents our intentions based upon our current plans and assumptions regarding industry and general economic conditions, our future revenues and expenditures. The amounts and timing of our actual expenditures will depend upon numerous factors, including market conditions, cash generated by our operations, business developments, and related rate of growth. The Manager reserves the right to modify the use of proceeds based on the factors set forth above. The Company is not expected to keep any of the proceeds from the Series Offering. The Series is expected to keep Cash on the Series Balance Sheet in the amount listed in the Use of Proceeds Table from the proceeds of the Series Offering for future Operating Expenses. In the event that less than the Maximum Series Interests are sold in connection with the Series Offering, the Manager may pay, and not seek reimbursement for, the Brokerage Fee, Offering Expenses and Acquisition Expenses and may waive the Sourcing Fee.

DESCRIPTION OF THE SERIES DATSUN 240Z

Investment Overview

- Upon completion of the Series #71DZ1 Offering, Series #71DZ1 will purchase a 1971 Datsun 240 Z (at times described as the “240Z” throughout this Offering Circular) as the underlying asset for Series #71DZ1 (the “Series Datsun 240Z” or the “Underlying Asset” with respect to Series #71DZ1, as applicable), the specifications of which are set forth below.
- Datsun’s Japanese headquarters set out to design a new segment of sports car that would offer the comfort of a grand tourer with driving characteristics of a sports car, they referred to this as a “Z-car”.
- Beginning its design evolution in 1966 the 240Z was first released to public markets in fall of 1969. Worldwide markets would refer to this model as the Fairlady Z however North American markets deemed it the 240Z alluding to the car's engine displacement.
- The 240Z gained international notoriety due to Datsun’s ability to integrate complicated and expensive technologies, of the time, into an affordable package. These technologies included an overhead-cam engine, disc brakes, and independent McPherson strut suspension.
- The 240Z had a 4-year long production cycle in which almost 170,000 models were produced.

Asset Description

Ownership & Maintenance History

- The Underlying Asset retains its original and matching number drivetrain having benefited from a rotisserie restoration.

Notable Features

- Due to insufficient precautionary measures to prevent rust to the chassis and body many of 240Zs produced are no longer road worthy. The Underlying Asset is a rust-free example affirmed by its bare metal rotisserie restoration.

Notable Defects

- The Underlying Asset presents in excellent condition, commensurate with mileage and frequency of servicing.

Details

Series Datsun 240Z	
Year	1971
Production Total	168,584
Engine	2.4L inline-six
Transmission	4-speed Automatic
Documentation	Service records
Books/manuals/tools	Yes
Restored	Yes
Paint	Re-painted
Engine	Original
Transmission	Original

Depreciation

The Company treats Automobile Assets as collectible and therefore will not depreciate or amortize the Series Datsun 240Z going forward.

AMENDED AND RESTATED USE OF PROCEEDS – SERIES #84PN1

We estimate that the gross proceeds of the Series Offering (including from Series Interests acquired by the Manager) will be approximately the amount listed in the Use of Proceeds Table assuming the full amount of the Series Offering is sold, and will be used as follows:

Use of Proceeds Table		Dollar Amount	Percentage of Gross Cash Proceeds
Uses			
Cash Portion of the #84PN1 Asset Cost (1)		\$32,000	86.49%
Interests issued to Asset Seller as part of total consideration (1)		\$0	0.00%
Cash on Series Balance Sheet		\$1,000	2.70%
Brokerage Fee		\$370	1.00%
Offering Expenses (2)		\$500	1.35%
Acquisition Expenses (3)	Accrued Interest	\$0	0.00%
	Finder Fee	\$0	0.00%
	Registration and other vehicle-related fees	\$300	0.81%
	Transport from Seller to Warehouse incl. associated Insurance (as applicable)	\$1,000	2.70%
	Marketing Materials	\$400	1.08%
	Refurbishment & maintenance	\$0	0.00%
Sourcing Fee		\$1,430	3.86%
Total Fees and Expenses		\$4,000	10.81%
Total Proceeds		\$37,000	100.00%

- (1) Consists of an agreement listed in the Series Detail Table with the Asset Seller to be paid in full at the expiration date of the agreement listed in the Series Detail Table.
- (2) Solely in connection with the offering of the Series Interests, the Manager has assumed and will not be reimbursed for Offering Expenses, except for expenses related to the Custody Fee, which will be paid through the proceeds of the Series Offering.
- (3) To the extent that Acquisition Expenses are lower than anticipated, any overage would be maintained in an operating account for future Operating Expenses.

On the date listed in the Series Detail Table, the Company entered into the agreement listed in the Series Detail Table regarding the Series with the Asset Seller for the Cash Portion of the Asset Cost listed in the Use of Proceeds Table.

Upon the closing of the Offering, proceeds from the sale of the Series Interests will be distributed to the account of the Series. The Series will complete the agreement and pay the Asset Seller the amounts listed in the Series Detail Table.

Series Detail Table	
Agreement Type	Purchase Option Agreement
Date of Agreement	In Negotiations
Expiration Date of Agreement	In Negotiations
Down-payment Amount	\$0
Installment 1 Amount	\$32,000
Installment 2 Amount	\$0
Interests issued to Asset Seller as part of total consideration	\$0
Asset Seller Specifics	None
Acquisition Expenses	\$1,700

In addition to the costs of acquiring the Underlying Asset, proceeds from the Series Offering will be used to pay the following, listed in the Series Detail Table and the Use of Proceeds Table above (i) the Brokerage Fee to the BOR as consideration for providing certain broker-dealer services to the Company in connection with this Series Offering, (ii) the Offering Expenses related to the anticipated Custody Fee, (iii) the Acquisition Expenses, including but not limited to the items described in the Use of Proceeds Table above, except as to the extent that Acquisition Expenses are lower than anticipated, any overage will be maintained in an operating account for future Operating Expenses, and (iv) the Sourcing Fee to the Manager as consideration for assisting in the sourcing of the Underlying Asset. Of the proceeds of the Offering, the Cash on Series Balance Sheet listed in the Use of Proceeds Table will remain in the operating account of the Series for future Operating Expenses.

The allocation of the net proceeds of this Series Offering set forth above, represents our intentions based upon our current plans and assumptions regarding industry and general economic conditions, our future revenues and expenditures. The amounts and timing of our actual expenditures will depend upon numerous factors, including market conditions, cash generated by our operations, business developments, and related rate of growth. The Manager reserves the right to modify the use of proceeds based on the factors set forth above. The Company is not expected to keep any of the proceeds from the Series Offering. The Series is expected to keep Cash on the Series Balance Sheet in the amount listed in the Use of Proceeds Table from the proceeds of the Series Offering for future Operating Expenses. In the event that less than the Maximum Series Interests are sold in connection with the Series Offering, the Manager may pay, and not seek reimbursement for, the Brokerage Fee, Offering Expenses and Acquisition Expenses and may waive the Sourcing Fee.

DESCRIPTION OF THE SERIES PORSCHE 944

Investment Overview

- Upon completion of the Series #84PN1 Offering, Series #84PN1 will purchase a 1984 Porsche 944 (at times described as the “944” throughout this Offering Circular) as the underlying asset for Series #84PN1 (the “Series Porsche 944” or the “Underlying Asset” with respect to Series #84PN1, as applicable), the specifications of which are set forth below.
- Beginning in 1976 Porsche released their first front engine car, the 924. Porsche continued this theme with the 1978 928 and finally with the 944 released in 1983.
- The Porsche 944 was named Car and Drivers “best handling production car in America” and featured a 50:50 front to rear weight distribution.
- The Porsche 944 achieved a top speed of 157.9mph through Independent Testing and is powered by a naturally aspirated 2.5L slanted four-cylinder engine, which produced 143hp for the US market.

Asset Description

Ownership & Maintenance History

- The Underlying Asset retains its original and matching number drivetrain and is presented in its original specifications.

Notable Features

- The Underlying Asset is a low mileage example.

Notable Defects

- The Underlying Asset presents in condition commensurate with mileage and frequency of servicing.

Details

Series Porsche 944	
Year	1984
Production Total (US Market)	56,921
Engine	2.4L inline 4 cyl.
Transmission	5-speed Manual
Documentation	COA + service records
Books/manuals/tools	Yes
Restored	Yes
Paint	Re-painted
Engine	Original
Transmission	Original

Depreciation

The Company treats Automobile Assets as collectible and therefore will not depreciate or amortize the Series Porsche 944 going forward.

AMENDED AND RESTATED USE OF PROCEEDS – SERIES #82AV1

We estimate that the gross proceeds of the Series Offering (including from Series Interests acquired by the Manager) will be approximately the amount listed in the Use of Proceeds Table assuming the full amount of the Series Offering is sold, and will be used as follows:

Use of Proceeds Table		Dollar Amount	Percentage of Gross Cash Proceeds
Uses			
Cash Portion of the #82AV1 Asset Cost (1)		\$285,000	95.80%
Interests issued to Asset Seller as part of total consideration (1)		\$0	0.00%
Cash on Series Balance Sheet		\$2,500	0.84%
Brokerage Fee		\$2,187	0.74%
Offering Expenses (2)		\$2,231	0.75%
Acquisition Expenses (3)	Accrued Interest	\$0	0.00%
	Finder Fee	\$0	0.00%
	Registration and other vehicle-related fees	\$271	0.09%
	Transport from Seller to Warehouse incl. associated Insurance (as applicable)	\$500	0.17%
	Marketing Materials	\$400	0.13%
	Refurbishment & maintenance	\$500	0.17%
Sourcing Fee		\$3,911	1.31%
Total Fees and Expenses		\$10,000	3.36%
Total Proceeds		\$297,500	100.00%

- (1) Consists of an agreement listed in the Series Detail Table with the Asset Seller to be paid in full at the expiration date of the agreement listed in the Series Detail Table.
- (2) Solely in connection with the offering of the Series Interests, the Manager has assumed and will not be reimbursed for Offering Expenses, except for expenses related to the Custody Fee, which will be paid through the proceeds of the Series Offering.
- (3) To the extent that Acquisition Expenses are lower than anticipated, any overage would be maintained in an operating account for future Operating Expenses.

On the date listed in the Series Detail Table, the Company entered into the agreement listed in the Series Detail Table regarding the Series with the Asset Seller for the Cash Portion of the Asset Cost listed in the Use of Proceeds Table.

Upon the closing of the Offering, proceeds from the sale of the Series Interests will be distributed to the account of the Series. The Series will complete the agreement and pay the Asset Seller the amounts listed in the Series Detail Table.

Series Detail Table	
Agreement Type	Upfront Purchase
Date of Agreement	12/10/2018
Expiration Date of Agreement	N/A
Down-payment Amount	\$0
Installment 1 Amount	\$285,000
Installment 2 Amount	\$0
Interests issued to Asset Seller as part of total consideration	\$0
Asset Seller Specifics	None
Acquisition Expenses	\$1,671

In addition to the costs of acquiring the Underlying Asset, proceeds from the Series Offering will be used to pay the following, listed in the Series Detail Table and the Use of Proceeds Table above (i) the Brokerage Fee to the BOR as consideration for providing certain broker-dealer services to the Company in connection with this Series Offering, (ii) the Offering Expenses related to the anticipated Custody Fee, (iii) the Acquisition Expenses, including but not limited to the items described in the Use of Proceeds Table above, except as to the extent that Acquisition Expenses are lower than anticipated, any overage will be maintained in an operating account for future Operating Expenses, and (iv) the Sourcing Fee to the Manager as consideration for assisting in the sourcing of the Underlying Asset. Of the proceeds of the Offering, the Cash on Series Balance Sheet listed in the Use of Proceeds Table will remain in the operating account of the Series for future Operating Expenses.

The allocation of the net proceeds of this Series Offering set forth above, represents our intentions based upon our current plans and assumptions regarding industry and general economic conditions, our future revenues and expenditures. The amounts and timing of our actual expenditures will depend upon numerous factors, including market conditions, cash generated by our operations, business developments, and related rate of growth. The Manager reserves the right to modify the use of proceeds based on the factors set forth above. The Company is not expected to keep any of the proceeds from the Series Offering. The Series is expected to keep Cash on the Series Balance Sheet in the amount listed in the Use of Proceeds Table from the proceeds of the Series Offering for future Operating Expenses. In the event that less than the Maximum Series Interests are sold in connection with the Series Offering, the Manager may pay, and not seek reimbursement for, the Brokerage Fee, Offering Expenses and Acquisition Expenses and may waive the Sourcing Fee.

DESCRIPTION OF THE SERIES ASTON MARTIN OSCAR INDIA

Investment Overview

- Upon completion of the Series #82AV1 Offering, Series #82AV1 will purchase a 1982 Aston Martin V8 Vantage ‘Oscar India’ (at times described as the “V8 Vantage” or “Oscar India” throughout this Offering Circular) as the underlying asset for Series #82AV1 (the “Series Aston Martin Oscar India” or the “Underlying Asset” with respect to Series #82AV1, as applicable), the specifications of which are set forth below.
- The Aston Martin V8 was introduced in 1969 as the company’s first eight-cylinder car. At the heart of the platform was a hand-built, quad-cam, V8 engine designed by Tadek Marek, the same engineer behind the engines that delivered Aston Martin an overall victory at Le Mans just a decade prior. The popularity of the Aston Martin V8 would see the model remain in continuous production until 1989, when it was replaced by another V8-powered car, the Virage.
- In 1977 Aston Martin introduced the V8 “Vantage,” reviving the moniker which first appeared on their high-performance models in the 1950s. The ‘Oscar India’ Vantage, introduced in 1978, offered a number of performance upgrades and aerodynamic improvements over the standard V8, resulting in total output of 425 HP, capable of 0-60 mph in just over five seconds, making it the fastest accelerating automobile in the world upon introduction.
- The Underlying Asset is one of 291 coupes built from 1978 - 1986 as part of the ‘Oscar India’ series (so named for their October 1 introduction in 1978) and is one of just 64 cars originally built in left-hand drive.
- The increased performance of the Vantage engine resulted in the engine failing US emissions requirements. As a result, the majority of V8 Vantages delivered to North America had the cosmetic appearance of a Vantage, but without any of the mechanical upgrades. The Underlying Asset is one of only three cars delivered to North America in full Vantage specification including both cosmetic and mechanical items.
- The Underlying Asset benefits from long term ownership under the family of the original owner, complemented by a recent and comprehensive restoration by marque specialists.
- The Underlying Asset is accompanied by extensive documentation dating back to 1996, including a full record of the bare-metal restoration undertaken in 2016. A factory supplied build record confirms the original specifications and delivery of the car. The Underlying Asset also retains its owner’s manual, tools, and factory jack.

Asset Description

Ownership & Maintenance History

- Built in January of 1982, the Underlying Asset was delivered new to its original owner in Alberta, Canada. The Underlying Asset would stay in the original owner’s possession until his passing in 1991, at which time the Underlying Asset was relocated to Los Angeles and remained under the care of his family until 2015.
- In 2016, the second owner commissioned a full cosmetic restoration by a marque specialist at Autosport Design in Long Island, New York. This included a bare metal repaint and full interior reupholstering utilizing proper tobacco Connolly-style leather and Wilton carpets, bringing the Underlying Asset to excellent or “concours condition”. The Underlying Asset did not require a full engine rebuild, instead receiving a comprehensive mechanical service. Compression levels were found to be within factory standards.
- In August of 2016, the Underlying Asset crossed the block at the RM Sotheby’s Monterey sale, trading hands to the most recent owner for \$357,500, inclusive of the buyer’s premium.

Notable Features

- The Underlying Asset is a rare true Vantage spec North American delivered car (1 of 3)
- The Underlying Asset exhibits long term 37-year single family original ownership
- The Underlying Asset is the recipient of concours quality cosmetic restoration by AutoSport Design
- The Underlying Asset has a factory build record, owner’s manual, tools, jack, service documentation dating back to 1996

Notable Defects

- The Underlying Asset was repainted in a non-original but correct Aston Martin color of Cumberland Grey.
- The Underlying Asset exhibits a small blemish on top of air intake manifold.

Details

Series Aston Martin Oscar India	
Year	1982
Production Total (Oscar India)	172 (Total) 3 (U.S.)
Mileage	74,975 km
Engine	5.3L V8
Transmission	5-speed manual
Color EXT	Cumberland Grey
Color INT	Tobacco Leather
Documentation	Aston Martin Statement of Confirmation, service records
Condition	Restored
Books/manuals/tools	Yes
Restored	Yes
Paint	Full repaint (2016)
Vin #	V8VOL12332
Engine	Original
Transmission	Original

Depreciation

The Company treats Automobile Assets as collectible and therefore will not depreciate or amortize the Series Aston Martin Oscar India going forward.

AMENDED AND RESTATED USE OF PROCEEDS – SERIES #91AX1

We estimate that the gross proceeds of the Series Offering (including from Series Interests acquired by the Manager) will be approximately the amount listed in the Use of Proceeds Table assuming the full amount of the Series Offering is sold, and will be used as follows:

Use of Proceeds Table		Dollar Amount	Percentage of Gross Cash Proceeds
Uses			
Cash Portion of the #91AX1 Asset Cost (1)		\$140,000	93.33%
Interests issued to Asset Seller as part of total consideration (1)		\$0	0.00%
Cash on Series Balance Sheet		\$2,000	1.33%
Brokerage Fee		\$1,500	1.00%
Offering Expenses (2)		\$1,125	0.75%
Acquisition Expenses (3)	Accrued Interest	\$0	0.00%
	Finder Fee	\$0	0.00%
	Registration and other vehicle-related fees	\$300	0.20%
	Transport from Seller to Warehouse incl. associated Insurance (as applicable)	\$2,000	1.33%
	Marketing Materials	\$600	0.40%
	Refurbishment & maintenance	\$0	0.00%
Sourcing Fee		\$2,475	1.65%
Total Fees and Expenses		\$8,000	5.33%
Total Proceeds		\$150,000	100.00%

- (1) Consists of an agreement listed in the Series Detail Table with the Asset Seller to be paid in full at the expiration date of the agreement listed in the Series Detail Table.
- (2) Solely in connection with the offering of the Series Interests, the Manager has assumed and will not be reimbursed for Offering Expenses, except for expenses related to the Custody Fee, which will be paid through the proceeds of the Series Offering.
- (3) To the extent that Acquisition Expenses are lower than anticipated, any overage would be maintained in an operating account for future Operating Expenses.

On the date listed in the Series Detail Table, the Company entered into the agreement listed in the Series Detail Table regarding the Series with the Asset Seller for the Cash Portion of the Asset Cost listed in the Use of Proceeds Table.

Upon the closing of the Offering, proceeds from the sale of the Series Interests will be distributed to the account of the Series. The Series will complete the agreement and pay the Asset Seller the amounts listed in the Series Detail Table.

Series Detail Table	
Agreement Type	Purchase Option Agreement
Date of Agreement	In Negotiations
Expiration Date of Agreement	In Negotiations
Down-payment Amount	\$0
Installment 1 Amount	\$140,000
Installment 2 Amount	\$0
Interests issued to Asset Seller as part of total consideration	\$0
Asset Seller Specifics	None
Acquisition Expenses	\$2,900

In addition to the costs of acquiring the Underlying Asset, proceeds from the Series Offering will be used to pay the following, listed in the Series Detail Table and the Use of Proceeds Table above (i) the Brokerage Fee to the BOR as consideration for providing certain broker-dealer services to the Company in connection with this Series Offering, (ii) the Offering Expenses related to the anticipated Custody Fee, (iii) the Acquisition Expenses, including but not limited to the items described in the Use of Proceeds Table above, except as to the extent that Acquisition Expenses are lower than anticipated, any overage will be maintained in an operating account for future Operating Expenses, and (iv) the Sourcing Fee to the Manager as consideration for assisting in the sourcing of the Underlying Asset. Of the proceeds of the Offering, the Cash on Series Balance Sheet listed in the Use of Proceeds Table will remain in the operating account of the Series for future Operating Expenses.

The allocation of the net proceeds of this Series Offering set forth above, represents our intentions based upon our current plans and assumptions regarding industry and general economic conditions, our future revenues and expenditures. The amounts and timing of our actual expenditures will depend upon numerous factors, including market conditions, cash generated by our operations, business developments, and related rate of growth. The Manager reserves the right to modify the use of proceeds based on the factors set forth above. The Company is not expected to keep any of the proceeds from the Series Offering. The Series is expected to keep Cash on the Series Balance Sheet in the amount listed in the Use of Proceeds Table from the proceeds of the Series Offering for future Operating Expenses. In the event that less than the Maximum Series Interests are sold in connection with the Series Offering, the Manager may pay, and not seek reimbursement for, the Brokerage Fee, Offering Expenses and Acquisition Expenses and may waive the Sourcing Fee.

DESCRIPTION OF THE SERIES ACURA NSX

Investment Overview

- Upon completion of the Series #91AX1 Offering, Series #91AX1 will purchase a 1991 Acura NSX (at times described as the “NSX” throughout this Offering Circular) as the underlying asset for Series #91AX1 (the “Series Acura NSX” or the “Underlying Asset” with respect to Series #91AX1, as applicable), the specifications of which are set forth below.
- The Acura NSX was designed and developed by Italian design firm Pininfarina and Formula 1 driver Ayrton Senna among others.
- The original Acura NSX, released in 1990, was the first production car to be built with an entirely aluminum monocoque chassis.
- The Underlying Asset is a low-mileage example, having been in the custody of its current owner since new.

Asset Description

Ownership & Maintenance History

- The Underlying Asset has been meticulously cared for and sparsely driven throughout its life.

Notable Features

- The Underlying Asset has a Red Black two tone exterior.
- The Underlying Asset has a 5-speed manual Transmission.
- The Underlying Asset is a first year of production example.

Notable Defects

- The Underlying Asset presents in a condition commensurate with its limited use.

Details

Series Acura NSX	
Year	1991
Production Total (1991)	3,163
Engine	3.0L V6
Transmission	5-Speed Manual
Documentation	Service Documentation
Books/manuals/tools	Yes
Restored	No
Paint	Original
Engine	Original
Transmission	Original

Depreciation

The Company treats Automobile Assets as collectible and therefore will not depreciate or amortize the Series Acura NSX going forward.

USE OF PROCEEDS – SERIES #69CC1

We estimate that the gross proceeds of the Series Offering (including from Series Interests acquired by the Manager) will be approximately the amount listed in the Use of Proceeds Table assuming the full amount of the Series Offering is sold, and will be used as follows:

Use of Proceeds Table		Dollar Amount	Percentage of Gross Cash Proceeds
Uses			
Cash Portion of the #69CC1 Asset Cost (1)		\$152,000	92.12%
Interests issued to Asset Seller as part of total consideration (1)		\$0	0.00%
Cash on Series Balance Sheet		\$2,000	1.21%
Brokerage Fee		\$1,650	1.00%
Offering Expenses (2)		\$1,238	0.75%
Acquisition Expenses (3)	Accrued Interest	\$0	0.00%
	Finder Fee	\$0	0.00%
	Registration and other vehicle-related fees	\$300	0.18%
	Transport from Seller to Warehouse incl. associated Insurance (as applicable)	\$2,000	1.21%
	Marketing Materials	\$600	0.36%
	Refurbishment & maintenance	\$0	0.00%
Sourcing Fee		\$5,213	3.16%
Total Fees and Expenses		\$11,000	6.67%
Total Proceeds		\$165,000	100.00%

- (1) Consists of an agreement listed in the Series Detail Table with the Asset Seller to be paid in full at the expiration date of the agreement listed in the Series Detail Table.
- (2) Solely in connection with the offering of the Series Interests, the Manager has assumed and will not be reimbursed for Offering Expenses, except for expenses related to the Custody Fee, which will be paid through the proceeds of the Series Offering.
- (3) To the extent that Acquisition Expenses are lower than anticipated, any overage would be maintained in an operating account for future Operating Expenses.

On the date listed in the Series Detail Table, the Company entered into the agreement listed in the Series Detail Table regarding the Series with the Asset Seller for the Cash Portion of the Asset Cost listed in the Use of Proceeds Table.

Upon the closing of the Offering, proceeds from the sale of the Series Interests will be distributed to the account of the Series. The Series will complete the agreement and pay the Asset Seller the amounts listed in the Series Detail Table.

Series Detail Table	
Agreement Type	Purchase Option Agreement
Date of Agreement	In Negotiations
Expiration Date of Agreement	In Negotiations
Down-payment Amount	\$0
Installment 1 Amount	\$152,000
Installment 2 Amount	\$0
Interests issued to Asset Seller as part of total consideration	\$0
Asset Seller Specifics	None
Acquisition Expenses	\$2,900

In addition to the costs of acquiring the Underlying Asset, proceeds from the Series Offering will be used to pay the following, listed in the Series Detail Table and the Use of Proceeds Table above (i) the Brokerage Fee to the BOR as consideration for providing certain broker-dealer services to the Company in connection with this Series Offering, (ii) the Offering Expenses related to the anticipated Custody Fee, (iii) the Acquisition Expenses, including but not limited to the items described in the Use of Proceeds Table above, except as to the extent that Acquisition Expenses are lower than anticipated, any overage will be maintained in an operating account for future Operating Expenses, and (iv) the Sourcing Fee to the Manager as consideration for assisting in the sourcing of the Underlying Asset. Of the proceeds of the Offering, the Cash on Series Balance Sheet listed in the Use of Proceeds Table will remain in the operating account of the Series for future Operating Expenses.

The allocation of the net proceeds of this Series Offering set forth above, represents our intentions based upon our current plans and assumptions regarding industry and general economic conditions, our future revenues and expenditures. The amounts and timing of our actual expenditures will depend upon numerous factors, including market conditions, cash generated by our operations, business developments, and related rate of growth. The Manager reserves the right to modify the use of proceeds based on the factors set forth above. The Company is not expected to keep any of the proceeds from the Series Offering. The Series is expected to keep Cash on the Series Balance Sheet in the amount listed in the Use of Proceeds Table from the proceeds of the Series Offering for future Operating Expenses. In the event that less than the Maximum Series Interests are sold in connection with the Series Offering, the Manager may pay, and not seek reimbursement for, the Brokerage Fee, Offering Expenses and Acquisition Expenses and may waive the Sourcing Fee.

DESCRIPTION OF THE SERIES COPO CAMARO

Investment Overview

- Upon completion of the Series #69CC1 Offering, Series #69CC1 will purchase a 1969 Chevrolet COPO Camaro (at times described as the “COPO” throughout this Offering Circular) as the underlying asset for Series #69CC1 (the “Series COPO Camaro” or the “Underlying Asset” with respect to Series #69CC1, as applicable), the specifications of which are set forth below.
- Originally used as a method for dealers to order special vehicles for police or fire departments, COPO (Central Office Production Order), quickly became a way for dealers to option their Camaros with items not found on the standard order sheet. In 1969 Chevrolet made it available for dealers to use the order code 9561 which called for 427 cu. in. V-8 to be installed in the car. Many cars were ordered with very little to no options.
- Only produced for the 1969 model year, 822 were built with a 4-speed manual gearbox and another 193 with automatic.
- The Underlying Asset is a fully restored example finished in its original colors of Hugger Orange with a black interior.

Asset Description

Ownership & Maintenance History

- The Underlying Asset retains its original matching number drivetrain.

Notable Features

- The Underlying Asset features electric windows and air conditioning.

Notable Defects

- The Underlying Asset presents in excellent condition, commensurate with mileage and frequency of servicing.

Details

Series COPO Camaro	
Year	1969
Production Total ('71-'92)	1,015
Engine	427 Cu In. V-8
Transmission	4-Speed Manual
Documentation	Service records/ COA
Books/manuals/tools	Yes
Restored	Yes
Paint	Original Color
Engine	Correct
Transmission	Correct

Depreciation

The Company treats Automobile Assets as collectible and therefore will not depreciate or amortize the Series COPO Camaro going forward.

USE OF PROCEEDS – SERIES #64VP1

We estimate that the gross proceeds of the Series Offering (including from Series Interests acquired by the Manager) will be approximately the amount listed in the Use of Proceeds Table assuming the full amount of the Series Offering is sold, and will be used as follows:

Use of Proceeds Table		Dollar Amount	Percentage of Gross Cash Proceeds
Uses			
Cash Portion of the #64VP1 Asset Cost (1)		\$40,000	83.33%
Interests issued to Asset Seller as part of total consideration (1)		\$0	0.00%
Cash on Series Balance Sheet		\$2,000	4.17%
Brokerage Fee		\$480	1.00%
Offering Expenses (2)		\$500	1.04%
Acquisition Expenses (3)	Accrued Interest	\$0	0.00%
	Finder Fee	\$0	0.00%
	Registration and other vehicle-related fees	\$300	0.63%
	Transport from Seller to Warehouse incl. associated Insurance (as applicable)	\$2,000	4.17%
	Marketing Materials	\$600	1.25%
	Refurbishment & maintenance	\$0	0.00%
Sourcing Fee		\$2,120	4.42%
Total Fees and Expenses		\$6,000	12.50%
Total Proceeds		\$48,000	100.00%

- (1) Consists of an agreement listed in the Series Detail Table with the Asset Seller to be paid in full at the expiration date of the agreement listed in the Series Detail Table.
- (2) Solely in connection with the offering of the Series Interests, the Manager has assumed and will not be reimbursed for Offering Expenses, except for expenses related to the Custody Fee, which will be paid through the proceeds of the Series Offering.
- (3) To the extent that Acquisition Expenses are lower than anticipated, any overage would be maintained in an operating account for future Operating Expenses.

On the date listed in the Series Detail Table, the Company entered into the agreement listed in the Series Detail Table regarding the Series with the Asset Seller for the Cash Portion of the Asset Cost listed in the Use of Proceeds Table.

Upon the closing of the Offering, proceeds from the sale of the Series Interests will be distributed to the account of the Series. The Series will complete the agreement and pay the Asset Seller the amounts listed in the Series Detail Table.

Series Detail Table	
Agreement Type	Purchase Option Agreement
Date of Agreement	In Negotiations
Expiration Date of Agreement	In Negotiations
Down-payment Amount	\$0
Installment 1 Amount	\$40,000
Installment 2 Amount	\$0
Interests issued to Asset Seller as part of total consideration	\$0
Asset Seller Specifics	None
Acquisition Expenses	\$2,900

In addition to the costs of acquiring the Underlying Asset, proceeds from the Series Offering will be used to pay the following, listed in the Series Detail Table and the Use of Proceeds Table above (i) the Brokerage Fee to the BOR as consideration for providing certain broker-dealer services to the Company in connection with this Series Offering, (ii) the Offering Expenses related to the anticipated Custody Fee, (iii) the Acquisition Expenses, including but not limited to the items described in the Use of Proceeds Table above, except as to the extent that Acquisition Expenses are lower than anticipated, any overage will be maintained in an operating account for future Operating Expenses, and (iv) the Sourcing Fee to the Manager as consideration for assisting in the sourcing of the Underlying Asset. Of the proceeds of the Offering, the Cash on Series Balance Sheet listed in the Use of Proceeds Table will remain in the operating account of the Series for future Operating Expenses.

The allocation of the net proceeds of this Series Offering set forth above, represents our intentions based upon our current plans and assumptions regarding industry and general economic conditions, our future revenues and expenditures. The amounts and timing of our actual expenditures will depend upon numerous factors, including market conditions, cash generated by our operations, business developments, and related rate of growth. The Manager reserves the right to modify the use of proceeds based on the factors set forth above. The Company is not expected to keep any of the proceeds from the Series Offering. The Series is expected to keep Cash on the Series Balance Sheet in the amount listed in the Use of Proceeds Table from the proceeds of the Series Offering for future Operating Expenses. In the event that less than the Maximum Series Interests are sold in connection with the Series Offering, the Manager may pay, and not seek reimbursement for, the Brokerage Fee, Offering Expenses and Acquisition Expenses and may waive the Sourcing Fee.

DESCRIPTION OF THE SERIES VOLVO P1800

Investment Overview

- Upon completion of the Series #64VP1 Offering, Series #64VP1 will purchase a 1964 Volvo P1800 (at times described as the “P1800” throughout this Offering Circular) as the underlying asset for Series #64VP1 (the “Series Volvo P1800” or the “Underlying Asset” with respect to Series #64VP1, as applicable), the specifications of which are set forth below.
- Introduced at the 1960 Brussels Motor Show, the Volvo P1800 was produced through 1973.
- The Volvo P1800 is known for its combination of Italian Design and Swedish engineering and was designed by Pelle Pettersons.
- The Volvo P1800 was powered by a 1.8L four-cylinder engine twin carbureted engine, which produced 100HP.
- While a total of 47,885 P1800s were produced worldwide in its 13-year production run, only 12,500 early P1800s were made with the sought after “cow horn” style bumper which was produced from 1960-1964.

Asset Description

Ownership & Maintenance History

- The Underlying Asset retains its original matching number drivetrain.

Notable Features

- The Underlying Asset features electric windows and air conditioning.

Notable Defects

- The Underlying Asset presents in condition commensurate with mileage and frequency of servicing.

Details

Series Volvo P1800	
Year	1964
Production Total ('71-'92)	47,885
Engine	1.8L Inline 4 Cyl.
Transmission	4-Speed Manual
Documentation	Service records
Books/manuals/tools	Yes
Restored	Yes
Paint	Original Color
Engine	Correct
Transmission	Correct

Depreciation

The Company treats Automobile Assets as collectible and therefore will not depreciate or amortize the Series Volvo P1800 going forward.

USE OF PROCEEDS – SERIES #93PN1

We estimate that the gross proceeds of the Series Offering (including from Series Interests acquired by the Manager) will be approximately the amount listed in the Use of Proceeds Table assuming the full amount of the Series Offering is sold, and will be used as follows:

Use of Proceeds Table		Dollar Amount	Percentage of Gross Cash Proceeds
Uses			
Cash Portion of the #93PN1 Asset Cost (1)		\$82,000	89.13%
Interests issued to Asset Seller as part of total consideration (1)		\$0	0.00%
Cash on Series Balance Sheet		\$2,000	2.17%
Brokerage Fee		\$920	1.00%
Offering Expenses (2)		\$690	0.75%
Acquisition Expenses (3)	Accrued Interest	\$0	0.00%
	Finder Fee	\$0	0.00%
	Registration and other vehicle-related fees	\$300	0.33%
	Transport from Seller to Warehouse incl. associated Insurance (as applicable)	\$2,000	2.17%
	Marketing Materials	\$600	0.65%
	Refurbishment & maintenance	\$0	0.00%
Sourcing Fee		\$3,490	3.79%
Total Fees and Expenses		\$8,000	8.70%
Total Proceeds		\$92,000	100.00%

- (1) Consists of an agreement listed in the Series Detail Table with the Asset Seller to be paid in full at the expiration date of the agreement listed in the Series Detail Table.
- (2) Solely in connection with the offering of the Series Interests, the Manager has assumed and will not be reimbursed for Offering Expenses, except for expenses related to the Custody Fee, which will be paid through the proceeds of the Series Offering.
- (3) To the extent that Acquisition Expenses are lower than anticipated, any overage would be maintained in an operating account for future Operating Expenses.

On the date listed in the Series Detail Table, the Company entered into the agreement listed in the Series Detail Table regarding the Series with the Asset Seller for the Cash Portion of the Asset Cost listed in the Use of Proceeds Table.

Upon the closing of the Offering, proceeds from the sale of the Series Interests will be distributed to the account of the Series. The Series will complete the agreement and pay the Asset Seller the amounts listed in the Series Detail Table.

Series Detail Table	
Agreement Type	Purchase Option Agreement
Date of Agreement	In Negotiations
Expiration Date of Agreement	In Negotiations
Down-payment Amount	\$0
Installment 1 Amount	\$82,000
Installment 2 Amount	\$0
Interests issued to Asset Seller as part of total consideration	\$0
Asset Seller Specifics	None
Acquisition Expenses	\$2,900

In addition to the costs of acquiring the Underlying Asset, proceeds from the Series Offering will be used to pay the following, listed in the Series Detail Table and the Use of Proceeds Table above (i) the Brokerage Fee to the BOR as consideration for providing certain broker-dealer services to the Company in connection with this Series Offering, (ii) the Offering Expenses related to the anticipated Custody Fee, (iii) the Acquisition Expenses, including but not limited to the items described in the Use of Proceeds Table above, except as to the extent that Acquisition Expenses are lower than anticipated, any overage will be maintained in an operating account for future Operating Expenses, and (iv) the Sourcing Fee to the Manager as consideration for assisting in the sourcing of the Underlying Asset. Of the proceeds of the Offering, the Cash on Series Balance Sheet listed in the Use of Proceeds Table will remain in the operating account of the Series for future Operating Expenses.

The allocation of the net proceeds of this Series Offering set forth above, represents our intentions based upon our current plans and assumptions regarding industry and general economic conditions, our future revenues and expenditures. The amounts and timing of our actual expenditures will depend upon numerous factors, including market conditions, cash generated by our operations, business developments, and related rate of growth. The Manager reserves the right to modify the use of proceeds based on the factors set forth above. The Company is not expected to keep any of the proceeds from the Series Offering. The Series is expected to keep Cash on the Series Balance Sheet in the amount listed in the Use of Proceeds Table from the proceeds of the Series Offering for future Operating Expenses. In the event that less than the Maximum Series Interests are sold in connection with the Series Offering, the Manager may pay, and not seek reimbursement for, the Brokerage Fee, Offering Expenses and Acquisition Expenses and may waive the Sourcing Fee.

DESCRIPTION OF THE SERIES PORSCHE 968CS

Investment Overview

- Upon completion of the Series #93PN1 Offering, Series #93PN1 will purchase a 1993 Porsche 968 CS (at times described as the “968 CS” throughout this Offering Circular) as the underlying asset for Series #93PN1 (the “Series Porsche 968CS” or the “Underlying Asset” with respect to Series #93PN1, as applicable), the specifications of which are set forth below.
- Introduced in 1993, the Porsche 968CS built upon the base 968 platform to create a more sports car focused and track suited model.
- Powered by the same 3.0L 4-cylinder engine in the 968, the 968CS gained its performance by stripping weight and upgrading the suspension of the car allowing it to achieve 0-60 of 5.6 seconds.
- There were only 1,396 968 CS’s produced worldwide.

Asset Description

Ownership & Maintenance History

- The Underlying Asset retains its original matching number drivetrain.

Notable Features

- The Underlying Asset features electric windows and air conditioning.

Notable Defects

- The Underlying Asset presents in condition commensurate with mileage and frequency of servicing.

Details

Series Porsche 968CS	
Year	1993
Production Total ('71-'92)	1,392
Engine	3.0L Inline 4 Cyl.
Transmission	6-Speed Manual
Documentation	Service records, Porsche COA
Books/manuals/tools	Yes
Restored	No
Paint	Original Color
Engine	Correct
Transmission	Correct

Depreciation

The Company treats Automobile Assets as collectible and therefore will not depreciate or amortize the Series Porsche 968CS going forward.

USE OF PROCEEDS – SERIES #74DP1

We estimate that the gross proceeds of the Series Offering (including from Series Interests acquired by the Manager) will be approximately the amount listed in the Use of Proceeds Table assuming the full amount of the Series Offering is sold, and will be used as follows:

Use of Proceeds Table		Dollar Amount	Percentage of Gross Cash Proceeds
Uses			
Cash Portion of the #74DP1 Asset Cost (1)		\$158,000	94.05%
Interests issued to Asset Seller as part of total consideration (1)		\$0	0.00%
Cash on Series Balance Sheet		\$2,000	1.19%
Brokerage Fee		\$1,680	1.00%
Offering Expenses (2)		\$1,260	0.75%
Acquisition Expenses (3)	Accrued Interest	\$0	0.00%
	Finder Fee	\$0	0.00%
	Registration and other vehicle-related fees	\$300	0.18%
	Transport from Seller to Warehouse incl. associated Insurance (as applicable)	\$2,000	1.19%
	Marketing Materials	\$600	0.36%
	Refurbishment & maintenance	\$0	0.00%
Sourcing Fee		\$2,160	1.29%
Total Fees and Expenses		\$8,000	4.76%
Total Proceeds		\$168,000	100.00%

- (1) Consists of an agreement listed in the Series Detail Table with the Asset Seller to be paid in full at the expiration date of the agreement listed in the Series Detail Table.
- (2) Solely in connection with the offering of the Series Interests, the Manager has assumed and will not be reimbursed for Offering Expenses, except for expenses related to the Custody Fee, which will be paid through the proceeds of the Series Offering.
- (3) To the extent that Acquisition Expenses are lower than anticipated, any overage would be maintained in an operating account for future Operating Expenses.

On the date listed in the Series Detail Table, the Company entered into the agreement listed in the Series Detail Table regarding the Series with the Asset Seller for the Cash Portion of the Asset Cost listed in the Use of Proceeds Table.

Upon the closing of the Offering, proceeds from the sale of the Series Interests will be distributed to the account of the Series. The Series will complete the agreement and pay the Asset Seller the amounts listed in the Series Detail Table.

Series Detail Table	
Agreement Type	Purchase Option Agreement
Date of Agreement	In Negotiations
Expiration Date of Agreement	In Negotiations
Down-payment Amount	\$0
Installment 1 Amount	\$158,000
Installment 2 Amount	\$0
Interests issued to Asset Seller as part of total consideration	\$0
Asset Seller Specifics	None
Acquisition Expenses	\$2,900

In addition to the costs of acquiring the Underlying Asset, proceeds from the Series Offering will be used to pay the following, listed in the Series Detail Table and the Use of Proceeds Table above (i) the Brokerage Fee to the BOR as consideration for providing certain broker-dealer services to the Company in connection with this Series Offering, (ii) the Offering Expenses related to the anticipated Custody Fee, (iii) the Acquisition Expenses, including but not limited to the items described in the Use of Proceeds Table above, except as to the extent that Acquisition Expenses are lower than anticipated, any overage will be maintained in an operating account for future Operating Expenses, and (iv) the Sourcing Fee to the Manager as consideration for assisting in the sourcing of the Underlying Asset. Of the proceeds of the Offering, the Cash on Series Balance Sheet listed in the Use of Proceeds Table will remain in the operating account of the Series for future Operating Expenses.

The allocation of the net proceeds of this Series Offering set forth above, represents our intentions based upon our current plans and assumptions regarding industry and general economic conditions, our future revenues and expenditures. The amounts and timing of our actual expenditures will depend upon numerous factors, including market conditions, cash generated by our operations, business developments, and related rate of growth. The Manager reserves the right to modify the use of proceeds based on the factors set forth above. The Company is not expected to keep any of the proceeds from the Series Offering. The Series is expected to keep Cash on the Series Balance Sheet in the amount listed in the Use of Proceeds Table from the proceeds of the Series Offering for future Operating Expenses. In the event that less than the Maximum Series Interests are sold in connection with the Series Offering, the Manager may pay, and not seek reimbursement for, the Brokerage Fee, Offering Expenses and Acquisition Expenses and may waive the Sourcing Fee.

DESCRIPTION OF THE SERIES PANTERA GTS

Investment Overview

- Upon completion of the Series #74DP1 Offering, Series #74DP1 will purchase a 1974 DeTomaso Pantera GTS (at times described as the “Pantera GTS” throughout this Offering Circular) as the underlying asset for Series #74DP1 (the “Series Pantera GTS” or the “Underlying Asset” with respect to Series #74DP1, as applicable), the specifications of which are set forth below.
- Introduced in 1971, the DeTomaso Pantera combined efforts between Italy’s Ghia and the Ford Motor Vehicle company to create a formidable yet affordable mid-engine sports car compared to the competition.
- The Pantera GTS is powered by the same 351 ci Cleveland V-8 found in the base Pantera model, however the wider wheels, a blacked-out hood and deck lid, rivet-mount fender flares, sport steering wheel and rocker-panel graphics differentiate the GTS from the base Pantera.
- There were only 97 US spec Pantera GTS were built in 1974.
- The Underlying Asset is a fully restored example showing less than 10,000 original miles.

Asset Description

Ownership & Maintenance History

- The Underlying Asset retains its original matching number drivetrain.

Notable Features

- The Underlying Asset features electric windows and air conditioning.

Notable Defects

- The Underlying Asset presents in condition commensurate with mileage and frequency of servicing.

Details

Series Pantera GTS	
Year	1974
Production Total ('71-'92)	7,260
Engine	2.0L flat six
Transmission	5-Speed Manual
Documentation	Service records, Porsche COA
Books/manuals/tools	Yes
Restored	No
Paint	Original Color
Engine	Correct
Transmission	Correct

Depreciation

The Company treats Automobile Assets as collectible and therefore will not depreciate or amortize the Series Pantera GTS going forward.

USE OF PROCEEDS – SERIES #93FM1

We estimate that the gross proceeds of the Series Offering (including from Series Interests acquired by the Manager) will be approximately the amount listed in the Use of Proceeds Table assuming the full amount of the Series Offering is sold, and will be used as follows:

Use of Proceeds Table		Dollar Amount	Percentage of Gross Cash Proceeds
Uses			
Cash Portion of the #93FM1 Asset Cost (1)		\$36,000	84.71%
Interests issued to Asset Seller as part of total consideration (1)		\$0	0.00%
Cash on Series Balance Sheet		\$1,500	3.53%
Brokerage Fee		\$425	1.00%
Offering Expenses (2)		\$500	1.18%
Acquisition Expenses (3)	Accrued Interest	\$0	0.00%
	Finder Fee	\$0	0.00%
	Registration and other vehicle-related fees	\$300	0.71%
	Transport from Seller to Warehouse incl. associated Insurance (as applicable)	\$2,000	4.71%
	Marketing Materials	\$400	0.94%
	Refurbishment & maintenance	\$0	0.00%
Sourcing Fee		\$1,375	3.24%
Total Fees and Expenses		\$5,000	11.76%
Total Proceeds		\$42,500	100.00%

- (1) Consists of an agreement listed in the Series Detail Table with the Asset Seller to be paid in full at the expiration date of the agreement listed in the Series Detail Table.
- (2) Solely in connection with the offering of the Series Interests, the Manager has assumed and will not be reimbursed for Offering Expenses, except for expenses related to the Custody Fee, which will be paid through the proceeds of the Series Offering.
- (3) To the extent that Acquisition Expenses are lower than anticipated, any overage would be maintained in an operating account for future Operating Expenses.

On the date listed in the Series Detail Table, the Company entered into the agreement listed in the Series Detail Table regarding the Series with the Asset Seller for the Cash Portion of the Asset Cost listed in the Use of Proceeds Table.

Upon the closing of the Offering, proceeds from the sale of the Series Interests will be distributed to the account of the Series. The Series will complete the agreement and pay the Asset Seller the amounts listed in the Series Detail Table.

Series Detail Table	
Agreement Type	Purchase Option Agreement
Date of Agreement	In Negotiations
Expiration Date of Agreement	In Negotiations
Down-payment Amount	\$0
Installment 1 Amount	\$36,000
Installment 2 Amount	\$0
Interests issued to Asset Seller as part of total consideration	\$0
Asset Seller Specifics	None
Acquisition Expenses	\$2,700

In addition to the costs of acquiring the Underlying Asset, proceeds from the Series Offering will be used to pay the following, listed in the Series Detail Table and the Use of Proceeds Table above (i) the Brokerage Fee to the BOR as consideration for providing certain broker-dealer services to the Company in connection with this Series Offering, (ii) the Offering Expenses related to the anticipated Custody Fee, (iii) the Acquisition Expenses, including but not limited to the items described in the Use of Proceeds Table above, except as to the extent that Acquisition Expenses are lower than anticipated, any overage will be maintained in an operating account for future Operating Expenses, and (iv) the Sourcing Fee to the Manager as consideration for assisting in the sourcing of the Underlying Asset. Of the proceeds of the Offering, the Cash on Series Balance Sheet listed in the Use of Proceeds Table will remain in the operating account of the Series for future Operating Expenses.

The allocation of the net proceeds of this Series Offering set forth above, represents our intentions based upon our current plans and assumptions regarding industry and general economic conditions, our future revenues and expenditures. The amounts and timing of our actual expenditures will depend upon numerous factors, including market conditions, cash generated by our operations, business developments, and related rate of growth. The Manager reserves the right to modify the use of proceeds based on the factors set forth above. The Company is not expected to keep any of the proceeds from the Series Offering. The Series is expected to keep Cash on the Series Balance Sheet in the amount listed in the Use of Proceeds Table from the proceeds of the Series Offering for future Operating Expenses. In the event that less than the Maximum Series Interests are sold in connection with the Series Offering, the Manager may pay, and not seek reimbursement for, the Brokerage Fee, Offering Expenses and Acquisition Expenses and may waive the Sourcing Fee.

DESCRIPTION OF THE SERIES MUSTANG FEATURE EDITION

Investment Overview

- Upon completion of the Series #93FM1 Offering, Series #93FM1 will purchase a 1993 Ford Mustang Feature Edition (at times described as the “Feature Edition” throughout this Offering Circular) as the underlying asset for Series #93FM1 (the “Series Mustang Feature Edition” or the “Underlying Asset” with respect to Series #93FM1, as applicable), the specifications of which are set forth below.
- Introduced in 1979 the third-generation mustang, commonly referred to as the “Fox Body,” came in three body styles: a coupe, hatchback, and convertible. To commemorate the Fox Body in its final year of production, 1993, Ford offered the Feature Edition which was offered in two colors, white and canary yellow.
- White Feature Editions came with white exterior, interior, and matching white wheels.
- Other than the cosmetic differences, the Feature Edition was built on the 5.0 LX convertible platform.
- 1,500 all white examples were built with 1,056 automatic and 444 five speed manuals.

Asset Description

Ownership & Maintenance History

- The Underlying Asset retains limited mileage and known history.
- The Underlying Asset retains its original matching number drivetrain.

Notable Features

- The Underlying Asset is the commemorative Final Edition of the Fox Body Mustang.
- The Underlying Asset retains its original window sticker.
- The Underlying Asset possesses the rare manual transmission.

Notable Defects

- The Underlying Asset presents in excellent condition, commensurate with mileage and frequency of servicing.

Details

Series Mustang Feature Edition	
Year	1993
Production Total	1500
Engine	5.0L V-8
Transmission	5-Speed Manual
Documentation	Service records, Window Sticker
Books/manuals/tools	Yes
Restored	No
Paint	Original Color
Engine	Correct
Transmission	Correct

Depreciation

The Company treats Automobile Assets as collectible and therefore will not depreciate or amortize the Series Mustang Feature Edition going forward.

USE OF PROCEEDS – SERIES #63VK1

We estimate that the gross proceeds of the Series Offering (including from Series Interests acquired by the Manager) will be approximately the amount listed in the Use of Proceeds Table assuming the full amount of the Series Offering is sold, and will be used as follows:

Use of Proceeds Table		Dollar Amount	Percentage of Gross Cash Proceeds
Uses			
Cash Portion of the #63VK1 Asset Cost (1)		\$36,000	80.00%
Interests issued to Asset Seller as part of total consideration (1)		\$0	0.00%
Cash on Series Balance Sheet		\$2,000	4.44%
Brokerage Fee		\$450	1.00%
Offering Expenses (2)		\$500	1.11%
Acquisition Expenses (3)	Accrued Interest	\$0	0.00%
	Finder Fee	\$0	0.00%
	Registration and other vehicle-related fees	\$300	0.67%
	Transport from Seller to Warehouse incl. associated Insurance (as applicable)	\$2,000	4.44%
	Marketing Materials	\$600	1.33%
	Refurbishment & maintenance	\$0	0.00%
Sourcing Fee		\$3,150	7.00%
Total Fees and Expenses		\$7,000	15.56%
Total Proceeds		\$45,000	100.00%

- (1) Consists of an agreement listed in the Series Detail Table with the Asset Seller to be paid in full at the expiration date of the agreement listed in the Series Detail Table.
- (2) Solely in connection with the offering of the Series Interests, the Manager has assumed and will not be reimbursed for Offering Expenses, except for expenses related to the Custody Fee, which will be paid through the proceeds of the Series Offering.
- (3) To the extent that Acquisition Expenses are lower than anticipated, any overage would be maintained in an operating account for future Operating Expenses.

On the date listed in the Series Detail Table, the Company entered into the agreement listed in the Series Detail Table regarding the Series with the Asset Seller for the Cash Portion of the Asset Cost listed in the Use of Proceeds Table.

Upon the closing of the Offering, proceeds from the sale of the Series Interests will be distributed to the account of the Series. The Series will complete the agreement and pay the Asset Seller the amounts listed in the Series Detail Table.

Series Detail Table	
Agreement Type	Purchase Option Agreement
Date of Agreement	In Negotiations
Expiration Date of Agreement	In Negotiations
Down-payment Amount	\$0
Installment 1 Amount	\$36,000
Installment 2 Amount	\$0
Interests issued to Asset Seller as part of total consideration	\$0
Asset Seller Specifics	None
Acquisition Expenses	\$2,900

In addition to the costs of acquiring the Underlying Asset, proceeds from the Series Offering will be used to pay the following, listed in the Series Detail Table and the Use of Proceeds Table above (i) the Brokerage Fee to the BOR as consideration for providing certain broker-dealer services to the Company in connection with this Series Offering, (ii) the Offering Expenses related to the anticipated Custody Fee, (iii) the Acquisition Expenses, including but not limited to the items described in the Use of Proceeds Table above, except as to the extent that Acquisition Expenses are lower than anticipated, any overage will be maintained in an operating account for future Operating Expenses, and (iv) the Sourcing Fee to the Manager as consideration for assisting in the sourcing of the Underlying Asset. Of the proceeds of the Offering, the Cash on Series Balance Sheet listed in the Use of Proceeds Table will remain in the operating account of the Series for future Operating Expenses.

The allocation of the net proceeds of this Series Offering set forth above, represents our intentions based upon our current plans and assumptions regarding industry and general economic conditions, our future revenues and expenditures. The amounts and timing of our actual expenditures will depend upon numerous factors, including market conditions, cash generated by our operations, business developments, and related rate of growth. The Manager reserves the right to modify the use of proceeds based on the factors set forth above. The Company is not expected to keep any of the proceeds from the Series Offering. The Series is expected to keep Cash on the Series Balance Sheet in the amount listed in the Use of Proceeds Table from the proceeds of the Series Offering for future Operating Expenses. In the event that less than the Maximum Series Interests are sold in connection with the Series Offering, the Manager may pay, and not seek reimbursement for, the Brokerage Fee, Offering Expenses and Acquisition Expenses and may waive the Sourcing Fee.

DESCRIPTION OF THE SERIES VOLKSWAGEN KARMANN GHIA

Investment Overview

- Upon completion of the Series #63VK1 Offering, Series #63VK1 will purchase a 1963 Volkswagen Karmann Ghia (at times described as the “Karmann Ghia” throughout this Offering Circular) as the underlying asset for Series #63VK1 (the “Series Volkswagen Karmann Ghia” or the “Underlying Asset” with respect to Series #63VK1, as applicable), the specifications of which are set forth below.
- In 1949 Volkswagen contracted the German design firm Karmann to build them a convertible version of their Beetle. In 1953, Karmann teamed up with Italian design firm to create the Karmann Ghia concept with the first production vehicles delivered in 1956.
- The Karman Ghia borrowed many of the economy items from the Beetle in order to keep costs down.

Asset Description

Ownership & Maintenance History

- The Underlying Asset remains largely original and has been meticulously cared for since new.
- The Underlying Asset has a known history since new.

Notable Features

- The Underlying Asset is the most powerful production variant of the Karmann Ghia, featuring a 1.6L flat four-cylinder engine.
- The Underlying Asset exhibits a rare color combination.

Notable Defects

- The Underlying Asset presents in excellent condition, commensurate with mileage and frequency of servicing.

Details

Series Volkswagen Karmann Ghia	
Year	1963
Production Total	22,827
Engine	1.6L flat six
Transmission	4-Speed Manual
Documentation	Service records, history since new
Books/manuals/tools	Yes
Restored	No
Paint	Original Color
Engine	Correct
Transmission	Correct

Depreciation

The Company treats Automobile Assets as collectible and therefore will not depreciate or amortize the Series Volkswagen Karmann Ghia going forward.

FINANCIAL STATEMENTS

RSE COLLECTION, LLC

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Members of
RSE Collection, LLC

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of RSE Collection, LLC (the "Company") on a consolidated basis and for each listed Series as of December 31, 2019 and 2018, and the related consolidated statements of operations, members' equity, and cash flows for the Company on a consolidated basis and for each listed Series for each of the years then ended, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the consolidated financial position of the Company and each listed Series as of December 31, 2019 and 2018, and the consolidated results of operations and cash flows for the Company and each listed Series for each of the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Going Concern

The accompanying financial statements have been prepared assuming that the Company and each listed Series will continue as a going concern. As discussed in Note A to the financial statements, the Company's and each listed Series' lack of liquidity raises substantial doubt about their ability to continue as a going concern. Management's plans in regard to these matters are also described in Note A. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Restatement

As discussed in Note J to the financial statements the December 31, 2018 financial statements have been restated to correct an error.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's and each listed Series' financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company and each listed Series in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company and each listed Series is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's or each listed Series internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ EisnerAmper LLP

We have served as the Company's auditor since 2017.

EISNERAMPER LLP
New York, New York
April 29, 2020

RSE COLLECTION, LLC

Consolidated Balance Sheets as of December 31, 2019

	Series #69BM1	Series #85FT1	Series #88LJ1	Series #55PS1	Series #95BL1
Assets					
Current Assets					
Cash and Cash Equivalents	\$ 4,149	\$ -	\$ -	\$ 2,214	\$ 1,000
Pre-paid Insurance	104	130	120	384	95
Total Current Assets	4,253	130	120	2,598	1,095
Other Assets					
Collectible Automobiles - Deposits	-	-	-	-	-
Collectible Automobiles - Owned	106,266	175,826	132,382	408,386	114,541
TOTAL ASSETS	\$ 110,519	\$ 175,956	\$ 132,502	\$ 410,984	\$ 115,636
LIABILITIES AND MEMBERS' EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable	\$ 479	\$ 479	\$ 479	\$ 479	\$ 479
Income Taxes Payable	-	-	-	-	-
Due to the Manager for Insurance	-	-	-	-	-
Due to the Manager or its Affiliates	-	-	-	-	-
Total Liabilities	479	479	479	479	479
Membership Contributions	111,236	163,883	133,508	422,131	116,742
Capital Contribution for Operating Expenses	7,569	9,630	8,861	9,346	5,805
Capital Contribution for loss at Offering close	-	12,344	-	3,357	444
Distribution to RSE Collection	(821)	(401)	(1,126)	(14,889)	(1,645)
Retained Earnings / (Accumulated Deficit)	(7,944)	(9,979)	(9,220)	(9,440)	(6,189)
Members' Equity	110,040	175,477	132,023	410,505	115,157
TOTAL LIABILITIES AND MEMBERS' EQUITY	\$ 110,519	\$ 175,956	\$ 132,502	\$ 410,984	\$ 115,636

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Balance Sheets as of December 31, 2019

	Series #89PS1	Series #90FM1	Series #83FB1	Series #98DV1	Series #06FS1
Assets					
Current Assets					
Cash and Cash Equivalents	\$ 1,271	\$ 485	\$ 2,485	\$ 2,500	\$ 9,152
Pre-paid Insurance	131	16	272	101	-
Total Current Assets	1,402	501	2,757	2,601	9,152
Other Assets					
Collectible Automobiles - Deposits	-	-	-	-	-
Collectible Automobiles - Owned	160,000	14,786	332,806	122,544	-
TOTAL ASSETS	\$ 161,402	\$ 15,287	\$ 335,563	\$ 125,145	\$ 9,152
LIABILITIES AND MEMBERS' EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable	\$ 304	\$ 304	\$ 479	\$ 479	\$ -
Income Taxes Payable	-	-	-	-	6,746
Due to the Manager for Insurance	-	-	-	-	-
Due to the Manager or its Affiliates	-	-	-	-	2,406
Total Liabilities	304	304	479	479	9,152
Members' Equity					
Membership Contributions	161,521	15,446	335,691	125,757	-
Capital Contribution for Operating Expenses	4,975	4,920	6,888	4,878	-
Capital Contribution for loss at Offering close	-	-	-	-	-
Distribution to RSE Collection	(250)	(175)	(400)	(713)	-
Retained Earnings / (Accumulated Deficit)	(5,148)	(5,208)	(7,095)	(5,256)	-
Total Members' Equity	161,098	14,983	335,084	124,666	-
TOTAL LIABILITIES AND MEMBERS' EQUITY	\$ 161,402	\$ 15,287	\$ 335,563	\$ 125,145	\$ 9,152

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Balance Sheets as of December 31, 2019

	Series #93XJ1	Series #02AX1	Series #99LE1	Series #91MV1	Series #92LD1
Assets					
Current Assets					
Cash and Cash Equivalents	\$ 1,485	\$ 1,985	\$ 1,985	\$ 984	\$ 1,853
Pre-paid Insurance	499	84	50	26	117
Total Current Assets	1,984	2,069	2,035	1,011	1,970
Other Assets					
Collectible Automobiles - Deposits	-	-	-	-	-
Collectible Automobiles - Owned	488,586	101,786	64,271	35,437	157,902
TOTAL ASSETS	\$ 490,570	\$ 103,855	\$ 66,306	\$ 36,448	\$ 159,872
LIABILITIES AND MEMBERS' EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable	\$ -	\$ 479	\$ 479	\$ 479	\$ 304
Income Taxes Payable	-	-	-	-	-
Due to the Manager for Insurance	-	-	-	-	-
Due to the Manager or its Affiliates	-	-	-	-	-
Total Liabilities	-	479	479	479	304
Members' Equity					
Membership Contributions	487,801	104,452	66,699	36,621	160,430
Capital Contribution for Operating Expenses	3,942	3,884	4,020	3,851	4,398
Capital Contribution for loss at Offering close	7,373	-	-	-	-
Distribution to RSE Collection	(5,103)	(681)	(443)	(200)	-
Retained Earnings / (Accumulated Deficit)	(3,443)	(4,279)	(4,449)	(4,303)	(5,260)
Members' Equity	490,570	103,376	65,827	35,969	159,568
TOTAL LIABILITIES AND MEMBERS' EQUITY	\$ 490,570	\$ 103,855	\$ 66,306	\$ 36,448	\$ 159,872

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Balance Sheets as of December 31, 2019

	Series #94DV1	Series #00FM1	Series #72MC1	Series #06FG1	Series #11BM1
Assets					
Current Assets					
Cash and Cash Equivalents	\$ 1,984	\$ 3,760	\$ 4,989	\$ 2,500	\$ 2,000
Pre-paid Insurance	20	-	-	112	-
Total Current Assets	2,004	3,760	4,989	2,612	2,000
Other Assets					
Collectible Automobiles - Deposits	-	-	-	-	-
Collectible Automobiles - Owned	52,787	-	115,562	309,286	79,786
TOTAL ASSETS	\$ 54,791	\$ 3,760	\$ 120,551	\$ 311,898	\$ 81,786
LIABILITIES AND MEMBERS' EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable	\$ 304	\$ -	\$ 304	\$ 304	\$ 304
Income Taxes Payable	-	2,711	-	-	-
Due to the Manager for Insurance	-	-	3	-	-
Due to the Manager or its Affiliates	-	1,049	-	-	-
Total Liabilities	304	3,760	307	304	304
Members' Equity					
Membership Contributions	54,771	-	120,551	312,086	82,286
Capital Contribution for Operating Expenses	4,076	-	3,977	4,772	3,253
Capital Contribution for loss at Offering close	-	-	-	-	-
Distribution to RSE Collection	-	-	-	(300)	(500)
Retained Earnings / (Accumulated Deficit)	(4,360)	-	(4,284)	(4,964)	(3,557)
Total Liabilities and Members' Equity	54,791	3,760	120,551	311,898	81,786

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Balance Sheets as of December 31, 2019

	Series #80LC1	Series #02BZ1	Series #88BM1	Series #63CC1	Series #76PT1
Assets					
Current Assets					
Cash and Cash Equivalents	\$ 3,504	\$ 3,000	\$ 2,000	\$ 1,999	\$ 1,999
Pre-paid Insurance	495	141	103	90	11
Total Current Assets	3,999	3,141	2,103	2,089	2,010
Other Assets					
Collectible Automobiles - Deposits	-	-	-	-	-
Collectible Automobiles - Owned	612,439	186,301	136,465	120,286	182,802
TOTAL ASSETS	\$ 616,438	\$ 189,442	\$ 138,568	\$ 122,375	\$ 184,812
LIABILITIES AND MEMBERS' EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable	\$ 304	\$ 304	\$ 304	\$ 304	\$ 304
Income Taxes Payable	-	-	-	-	-
Due to the Manager for Insurance	-	-	-	-	-
Due to the Manager or its Affiliates	-	-	-	-	-
Total Liabilities	304	304	304	304	304
Membership Contributions	616,716	189,601	138,765	122,586	185,301
Capital Contribution for Operating Expenses	4,409	4,551	3,620	3,442	3,376
Capital Contribution for loss at Offering close	-	-	-	-	-
Distribution to RSE Collection	(774)	(300)	(300)	(300)	(500)
Retained Earnings / (Accumulated Deficit)	(4,217)	(4,714)	(3,821)	(3,657)	(3,669)
Members' Equity	616,134	189,138	138,264	122,071	184,508
TOTAL LIABILITIES AND MEMBERS' EQUITY	\$ 616,438	\$ 189,442	\$ 138,568	\$ 122,375	\$ 184,812

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Balance Sheets as of December 31, 2019

	Series #75RA1	Series #65AG1	Series #93FS1	Series #90MM1	Series #61JE1
Assets					
Current Assets					
Cash and Cash Equivalents	\$ 2,649	\$ 3,700	\$ 3,050	\$ 1,799	\$ 2,898
Pre-paid Insurance	-	11	-	-	-
Total Current Assets	2,649	3,711	3,050	1,799	2,898
Other Assets					
Collectible Automobiles - Deposits	-	-	-	-	-
Collectible Automobiles - Owned	75,903	170,286	131,136	23,187	235,388
TOTAL ASSETS	\$ 78,552	\$ 173,997	\$ 134,186	\$ 24,986	\$ 238,286
LIABILITIES AND MEMBERS' EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable	\$ 304	\$ 479	\$ 304	\$ 304	\$ 304
Income Taxes Payable	-	-	-	-	-
Due to the Manager for Insurance	23	-	16	7	7
Due to the Manager or its Affiliates	-	-	-	-	-
Total Liabilities	327	479	320	311	311
Members' Equity					
Membership Contributions	79,052	173,986	134,186	24,986	238,636
Capital Contribution for Operating Expenses	3,086	2,917	1,210	872	2,737
Capital Contribution for loss at Offering close	-	-	-	-	-
Distribution to RSE Collection	(500)	-	-	-	(350)
Retained Earnings / (Accumulated Deficit)	(3,413)	(3,385)	(1,530)	(1,183)	(3,048)
Total Members' Equity	78,225	173,518	133,866	24,675	237,975
TOTAL LIABILITIES AND MEMBERS' EQUITY	\$ 78,552	\$ 173,997	\$ 134,186	\$ 24,986	\$ 238,286

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Balance Sheets as of December 31, 2019

	Series #65FM1	Series #88PT1	Series #94LD1	Series #99SS1	Series #94FS1
Assets					
Current Assets					
Cash and Cash Equivalents	\$ 2,300	\$ 4,439	\$ 4,550	\$ 3,064	\$ 2,962
Pre-paid Insurance	10	-	201	17	38
Total Current Assets	2,310	4,439	4,751	3,081	3,000
Other Assets					
Collectible Automobiles - Deposits	-	-	-	-	-
Collectible Automobiles - Owned	75,997	62,780	572,236	129,227	138,482
TOTAL ASSETS	\$ 78,307	\$ 67,219	\$ 576,987	\$ 132,308	\$ 141,482
LIABILITIES AND MEMBERS' EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable	\$ 304	\$ 304	\$ 479	\$ 479	\$ 304
Income Taxes Payable	-	-	-	-	-
Due to the Manager for Insurance	-	19	-	-	-
Due to the Manager or its Affiliates	-	-	-	-	-
Total Liabilities	304	323	479	479	304
Membership Contributions	79,297	65,005	577,286	133,279	141,794
Capital Contribution for Operating Expenses	2,403	999	2,319	1,150	604
Capital Contribution for loss at Offering close	-	2,214	-	-	-
Distribution to RSE Collection	(1,000)	-	(500)	(988)	(350)
Retained Earnings / (Accumulated Deficit)	(2,697)	(1,322)	(2,597)	(1,612)	(870)
Members' Equity	78,003	66,896	576,508	131,829	141,178
TOTAL LIABILITIES AND MEMBERS' EQUITY	\$ 78,307	\$ 67,219	\$ 576,987	\$ 132,308	\$ 141,482

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Balance Sheets as of December 31, 2019

	Series #61MG1	Series #92CC1	Series #89FT1	Series #80PN1	Series #89FG2	Series #88LL1	Consolidated
Assets							
Current Assets							
Cash and Cash Equivalents	\$ 4,197	\$ 2,412	\$ 1,714	\$ 3,662	\$ 3,288	\$ 5,789	\$ 114,536
Pre-paid Insurance	-	12	-	-	7	77	3,982
Total Current Assets	4,197	2,424	1,714	3,662	3,295	5,866	118,518
Other Assets							
Collectible Automobiles - Deposits	-	-	-	-	-	-	616,000
Collectible Automobiles - Owned	325,590	46,188	175,136	47,388	119,562	277,511	7,546,553
TOTAL ASSETS	\$ 329,787	\$ 48,612	\$ 176,850	\$ 51,050	\$ 122,857	\$ 283,377	\$ 8,281,071
LIABILITIES AND MEMBERS' EQUITY							
Liabilities							
Current Liabilities							
Accounts Payable	\$ 304	\$ 304	\$ 417	\$ 273	\$ 232	\$ 106	\$ 16,752
Income Taxes Payable	-	-	-	-	-	-	9,457
Due to the Manager for Insurance	84	-	76	2	-	-	406
Due to the Manager or its Affiliates	-	-	-	-	-	-	1,280,433
Total Liabilities	388	304	493	275	232	106	1,307,048
Membership Contributions	330,287	48,600	176,850	47,020	123,550	283,775	6,995,378
Capital Contribution for Operating Expenses	1,288	351	1,429	212	236	1,349	250,769
Capital Contribution for loss at Offering close	-	-	400	4,030	-	-	44,272
Distribution to RSE Collection	(500)	-	(400)	-	(700)	(475)	-
Retained Earnings / (Accumulated Deficit)	(1,676)	(643)	(1,922)	(487)	(461)	(1,378)	(316,397)
Members' Equity	329,399	48,308	176,357	50,775	122,625	283,271	6,974,022
TOTAL LIABILITIES AND MEMBERS' EQUITY	\$ 329,787	\$ 48,612	\$ 176,850	\$ 51,050	\$ 122,857	\$ 283,377	\$ 8,281,071

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Balance Sheets as of December 31, 2018

	Series #69BM1	Series #85FT1	Series #88LJ1	Series #55PS1
Assets				
Current Assets				
Cash and Cash Equivalents	\$ 4,149	\$ -	\$ -	\$ 2,500
Pre-paid Insurance	71	101	85	283
Total Current Assets	4,220	101	85	2,783
Other Assets				
Collectible Automobiles - Deposits	-	-	-	-
Collectible Automobiles - Owned	106,266	175,826	132,382	408,100
TOTAL ASSETS	\$ 110,486	\$ 175,927	\$ 132,467	\$ 410,883
LIABILITIES AND MEMBERS EQUITY / (DEFICIT)				
Liabilities				
Current Liabilities				
Accounts Payable	\$ 100	\$ 100	\$ -	\$ -
Insurance Payable	-	-	-	-
Accrued Interest	-	-	-	-
Due to the Manager or its Affiliates	-	-	-	-
Debt	-	-	-	-
Total Current Liabilities	100	100	-	-
Total Liabilities	100	100	-	-
Members' Equity				
Membership Contributions	111,236	163,883	133,508	422,132
Capital Contribution	3,444	16,518	2,953	7,320
Distribution to RSE Collection	(821)	(401)	(1,126)	(14,889)
Contribution to Series	-	-	-	-
Accumulated Deficit	(3,473)	(4,173)	(2,868)	(3,680)
TOTAL LIABILITIES AND EQUITY	\$ 110,486	\$ 175,927	\$ 132,467	\$ 410,883

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Balance Sheets as of December 31, 2018

	Series #95BL1	Series #89PS1	Series #90FM1	Series #83FB1
Assets				
Current Assets				
Cash and Cash Equivalents	\$ 1,000	\$ 1,271	\$ 771	\$ 2,771
Pre-paid Insurance	74	101	12	207
Total Current Assets	1,074	1,372	783	2,978
Other Assets				
Collectible Automobiles - Deposits	-	-	-	-
Collectible Automobiles - Owned	114,541	160,000	14,500	332,520
TOTAL ASSETS	\$ 115,615	\$ 161,372	\$ 15,283	\$ 335,498
LIABILITIES AND MEMBERS EQUITY / (DEFICIT)				
Liabilities				
Current Liabilities				
Accounts Payable	\$ -	\$ -	\$ -	\$ -
Insurance Payable	-	-	-	-
Accrued Interest	-	-	-	-
Due to the Manager or its Affiliates	-	-	-	-
Debt	-	-	-	-
Total Current Liabilities	-	-	-	-
Total Liabilities	-	-	-	-
Members' Equity				
Membership Contributions	116,741	161,521	15,446	335,691
Capital Contribution	2,287	891	1,188	2,038
Distribution to RSE Collection	(1,645)	(250)	(175)	(400)
Contribution to Series	-	-	-	-
Accumulated Deficit	(1,768)	(790)	(1,176)	(1,831)
TOTAL LIABILITIES AND EQUITY	\$ 115,615	\$ 161,372	\$ 15,283	\$ 335,498

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Balance Sheets as of December 31, 2018

	Series #98DV1	Series #06FS1	Series #93XJ1	Series #02AX1
Assets				
Current Assets				
Cash and Cash Equivalents	\$ 2,500	\$ 2,771	\$ 1,771	\$ 2,271
Pre-paid Insurance	77	118	293	64
Total Current Assets	2,577	2,889	2,064	2,335
Other Assets				
Collectible Automobiles - Deposits	-	-	-	-
Collectible Automobiles - Owned	122,544	192,500	488,300	101,500
TOTAL ASSETS	\$ 125,121	\$ 195,389	\$ 490,364	\$ 103,835
LIABILITIES AND MEMBERS EQUITY / (DEFICIT)				
Liabilities				
Current Liabilities				
Accounts Payable	\$ -	\$ -	\$ -	\$ -
Insurance Payable	-	-	-	-
Accrued Interest	-	-	-	-
Due to the Manager or its Affiliates	-	-	-	-
Debt	-	-	-	-
Total Current Liabilities	-	-	-	-
Total Liabilities	-	-	-	-
Members' Equity				
Membership Contributions	125,757	195,271	487,801	104,452
Capital Contribution	876	997	8,206	467
Distribution to RSE Collection	(713)	-	(5,103)	(681)
Contribution to Series	-	-	-	-
Accumulated Deficit	(799)	(879)	(540)	(403)
Members' Equity	125,121	195,389	490,364	103,835
TOTAL LIABILITIES AND EQUITY	\$ 125,121	\$ 195,389	\$ 490,364	\$ 103,835

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Balance Sheets as of December 31, 2018

	Series #99LE1	Series #91MV1	Series #92LD1	Series #94DV1	Consolidated
Assets					
Current Assets					
Cash and Cash Equivalents	\$ 2,271	\$ 1,271	\$ 2,771	\$ 2,271	\$ 56,787
Pre-paid Insurance	34	19	86	-	2,306
Total Current Assets	2,305	1,290	2,857	2,271	59,093
Other Assets					
Collectible Automobiles - Deposits	-	-	-	-	736,431
Collectible Automobiles - Owned	63,985	35,150	157,659	52,500	4,648,349
TOTAL ASSETS	\$66,290	\$ 36,440	\$ 160,516	\$ 54,771	\$ 5,443,873
LIABILITIES AND MEMBERS EQUITY / (DEFICIT)					
Liabilities					
Current Liabilities					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ 300
Insurance Payable	-	-	-	39	912
Accrued Interest	-	-	-	-	-
Due to the Manager or its Affiliates	-	-	-	-	2,658,883
Debt	-	-	-	-	-
Total Current Liabilities	-	-	-	39	2,660,095
Total Liabilities	-	-	-	39	2,660,095
Members' Equity					
Membership Contributions	66,699	36,621	160,430	54,771	2,765,168
Capital Contribution	249	202	109	40	123,917
Distribution to RSE Collection	(443)	(200)	-	-	-
Contribution to Series	-	-	-	-	-
Accumulated Deficit	(215)	(183)	(23)	(79)	(105,307)
Members' Equity	66,290	36,440	160,516	54,732	2,783,778
TOTAL LIABILITIES AND EQUITY	\$66,290	\$ 36,440	\$ 160,516	\$ 54,771	\$ 5,443,873

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Operations Year Ended December 31, 2019

	Series #69BM1	Series #85FT1	Series #88LJ1	Series #55PS1	Series #95BL1
Operating Expenses					
Storage	\$ 2,279	\$ 2,279	\$ 2,279	\$ 2,279	\$ 2,279
Transportation	500	1,700	2,300	500	500
Insurance	492	627	573	1,784	442
Professional Fees	1,200	1,200	1,200	1,200	1,200
Marketing Expense	-	-	-	-	-
Total Operating Expenses	4,471	5,806	6,352	5,763	4,421
Operating Loss	(4,471)	(5,806)	(6,352)	(5,763)	(4,421)
Other Expenses					
Interest Expense and Financing Fees	-	-	-	-	-
Other Income					
Gain on Sale	-	-	-	-	-
Loss on Sale	-	-	-	-	-
Income / (Loss) Before Income Taxes	(4,471)	(5,806)	(6,352)	(5,763)	(4,421)
Provision for Income Taxes	-	-	-	-	-
Net Income / (Loss)	\$ (4,471)	\$ (5,806)	\$ (6,352)	\$ (5,763)	\$ (4,421)
Basic and Diluted Income / (Loss) per Membership Interest	\$ (2.24)	\$ (2.90)	\$ (3.18)	\$ (2.88)	\$ (2.21)
Weighted Average Membership Interest	2000	2000	2000	2000	2000

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Operations Year Ended December 31, 2019

	Series #89PS1	Series #90FM1	Series #83FB1	Series #98DV1	Series #06FS1
Operating Expenses					
Storage	\$ 654	\$ 2,479	\$ 2,279	\$ 2,279	\$ 600
Transportation	1,850	279	500	500	-
Insurance	654	74	1,285	478	247
Professional Fees	1,200	1,200	1,200	1,200	419
Marketing Expense	-	-	-	-	-
Total Operating Expenses	4,358	4,032	5,264	4,457	1,266
Operating Loss	(4,358)	(4,032)	(5,264)	(4,457)	(1,266)
Other Expenses					
Interest Expense and Financing Fees	-	-	-	-	-
Other Income					
Gain on Sale	-	-	-	-	(34,714)
Loss on Sale	-	-	-	-	-
Income / (Loss) Before Income Taxes	(4,358)	(4,032)	(5,264)	(4,457)	33,448
Provision for Income Taxes	-	-	-	-	6,746
Net Income / (Loss)	\$ (4,358)	\$ (4,032)	\$ (5,264)	\$ (4,457)	\$ 26,702
Basic and Diluted Income / (Loss) per Membership Interest	\$ (2.18)	\$ (2.02)	\$ (1.05)	\$ (2.23)	\$ 5.34
Weighted Average Membership Interest	2000	2000	5000	2000	5000

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Operations Year Ended December 31, 2019

	Series #93XJ1	Series #02AX1	Series #99LE1	Series #91MV1	Series #92LD1
Operating Expenses					
Storage	\$ -	\$ 2,279	\$ 2,279	\$ 2,279	\$ 2,479
Transportation	-	-	500	500	278
Insurance	1,704	397	256	141	605
Professional Fees	1,200	1,200	1,200	1,200	1,200
Marketing Expense	-	-	-	-	675
Total Operating Expenses	2,904	3,876	4,235	4,120	5,237
Operating Loss	(2,904)	(3,876)	(4,235)	(4,120)	(5,237)
Other Expenses					
Interest Expense and Financing Fees	-	-	-	-	-
Other Income					
Gain on Sale	-	-	-	-	-
Loss on Sale	-	-	-	-	-
Income / (Loss) Before Income Taxes	(2,904)	(3,876)	(4,235)	(4,120)	(5,237)
Provision for Income Taxes	-	-	-	-	-
Net Income / (Loss)	\$ (2,904)	\$ (3,876)	\$ (4,235)	\$ (4,120)	\$ (5,237)
Basic and Diluted Income / (Loss) per Membership Interest	\$ (0.58)	\$ (1.94)	\$ (2.12)	\$ (2.06)	\$ (1.75)
Weighted Average Membership Interest	5000	2000	2000	2000	3000

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Operations Year Ended December 31, 2019

	Series #94DV1	Series #00FM1	Series #72MC1	Series #06FG1	Series #11BM1
Operating Expenses					
Storage	\$ 2,479	\$ 645	\$ 2,377	\$ 2,104	\$ 1,879
Transportation	390	-	278	390	279
Insurance	212	77	445	1,299	283
Professional Fees	1,200	335	1,184	1,171	1,116
Marketing Expense	-	-	-	-	-
Total Operating Expenses	4,281	1,057	4,284	4,964	3,557
Operating Loss	(4,281)	(1,057)	(4,284)	(4,964)	(3,557)
Other Expenses					
Interest Expense and Financing Fees	-	-	-	-	-
Other Income					
Gain on Sale	-	(14,438)	-	-	-
Loss on Sale	-	-	-	-	-
Income / (Loss) Before Income Taxes	(4,281)	13,381	(4,284)	(4,964)	(3,557)
Provision for Income Taxes	-	2,711	-	-	-
Net Income / (Loss)	\$ (4,281)	\$ 10,670	\$ (4,284)	\$ (4,964)	\$ (3,557)
Basic and Diluted Income / (Loss) per Membership Interest	\$ (2.14)	\$ 5.33	\$ (2.14)	\$ (0.99)	\$ (1.78)
Weighted Average Membership Interest	2000	2000	2000	5000	2000

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Operations Year Ended December 31, 2019

	Series #80LC1	Series #02BZ1	Series #88BM1	Series #63CC1	Series #76PT1
Operating Expenses					
Storage	\$ 654	\$ 2,240	\$ 2,103	\$ 1,973	\$ 1,944
Transportation	350	779	279	390	279
Insurance	2,152	635	439	352	517
Professional Fees	1,061	1,060	1,000	942	929
Marketing Expense	-	-	-	-	-
Total Operating Expenses	4,217	4,714	3,821	3,657	3,669
Operating Loss	(4,217)	(4,714)	(3,821)	(3,657)	(3,669)
Other Expenses					
Interest Expense and Financing Fees	-	-	-	-	-
Other Income					
Gain on Sale	-	-	-	-	-
Loss on Sale	-	-	-	-	-
Income / (Loss) Before Income Taxes	(4,217)	(4,714)	(3,821)	(3,657)	(3,669)
Provision for Income Taxes	-	-	-	-	-
Net Income / (Loss)	\$ (4,217)	\$ (4,714)	\$ (3,821)	\$ (3,657)	\$ (3,669)
Basic and Diluted Income / (Loss) per Membership Interest	\$ (0.84)	\$ (1.57)	\$ (1.27)	\$ (1.83)	\$ (1.22)
Weighted Average Membership Interest	5000	3000	3000	2000	3000

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Operations Year Ended December 31, 2019

	Series #75RA1	Series #65AG1	Series #93FS1	Series #90MM1	Series #61JE1
Operating Expenses					
Storage	\$ 1,902	\$ 1,572	\$ 304	\$ 304	\$ 1,377
Transportation	390	500	-	-	224
Insurance	234	466	400	66	632
Professional Fees	887	847	826	813	813
Marketing Expense	-	-	-	-	-
Total Operating Expenses	3,413	3,385	1,530	1,183	3,048
Operating Loss	(3,413)	(3,385)	(1,530)	(1,183)	(3,048)
Other Expenses					
Interest Expense and Financing Fees	-	-	-	-	-
Other Income					
Gain on Sale	-	-	-	-	-
Loss on Sale	-	-	-	-	-
Income / (Loss) Before Income Taxes	(3,413)	(3,385)	(1,530)	(1,183)	(3,048)
Provision for Income Taxes	-	-	-	-	-
Net Income / (Loss)	\$ (3,413)	\$ (3,385)	\$ (1,530)	\$ (1,183)	\$ (3,048)
Basic and Diluted Income / (Loss) per Membership Interest	\$ (1.14)	\$ (1.69)	\$ (0.77)	\$ (0.24)	\$ (1.02)
Weighted Average Membership Interest	3000	2000	2000	5000	3000

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Operations Year Ended December 31, 2019

	Series #65FM1	Series #88PT1	Series #94LD1	Series #99SS1	Series #94FS1
Operating Expenses					
Storage	\$ 2,041	\$ 654	\$ 479	\$ 599	\$ 374
Transportation	-	-	850	500	-
Insurance	130	142	826	153	156
Professional Fees	526	526	442	360	340
Marketing Expense	-	-	-	-	-
Total Operating Expenses	2,697	1,322	2,597	1,612	870
Operating Loss	(2,697)	(1,322)	(2,597)	(1,612)	(870)
Other Expenses					
Interest Expense and Financing Fees	-	-	-	-	-
Other Income					
Gain on Sale	-	-	-	-	-
Loss on Sale	-	-	-	-	-
Income / (Loss) Before Income Taxes	(2,697)	(1,322)	(2,597)	(1,612)	(870)
Provision for Income Taxes	-	-	-	-	-
Net Income / (Loss)	\$ (2,697)	\$ (1,322)	\$ (2,597)	\$ (1,612)	\$ (870)
Basic and Diluted Income / (Loss) per Membership Interest	\$ (1.35)	\$ (0.60)	\$ (0.52)	\$ (1.61)	\$ (0.44)
Weighted Average Membership Interest	2000	2200	5000	1000	2000

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Operations Year Ended December 31, 2019

	Series #61MG1	Series #92CC1	Series #89FT1	Series #80PN1	Series #89FG2	Series #88LL1	Consolidated
Operating Expenses							
Storage	\$ 554	\$ 304	\$ 417	\$ 273	\$ 232	\$ 106	\$ 74,124
Transportation	390	-	1,000	-	-	1,100	39,049
Insurance	432	46	240	34	76	101	27,343
Professional Fees	300	293	265	180	153	71	36,060
Marketing Expense	-	-	-	-	-	-	10,160
Total Operating Expenses	1,676	643	1,922	487	461	1,378	186,736
Operating Loss	(1,676)	(643)	(1,922)	(487)	(461)	(1,378)	(186,736)
Other Expenses							
Interest Expense and Financing Fees	-	-	-	-	-	-	411
Other Income							
Gain on Sale	-	-	-	-	-	-	(49,152)
Loss on Sale	-	-	-	-	-	-	27,150
Income / (Loss) Before Income Taxes	(1,676)	(643)	(1,922)	(487)	(461)	(1,378)	(165,145)
Provision for Income Taxes	-	-	-	-	-	-	9,457
Net Income / (Loss)	\$ (1,676)	\$ (643)	\$ (1,922)	\$ (487)	\$ (461)	\$ (1,378)	\$ (174,602)
Basic and Diluted Income / (Loss) per Membership Interest	\$ (0.34)	\$ (0.32)	\$ (0.48)	\$ (0.10)	\$ (0.27)	\$ (0.69)	
Weighted Average Membership Interest	5000	2000	4000	5000	1700	2000	

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statement of Operations Year Ended December 31, 2018

	Series #69BM1	Series #85FT1	Series #88LJ1	Series #55PS1
Operating Expenses				
Storage	\$ 1,636	\$ 1,586	\$ 1,260	\$ 805
Transportation	-	160	-	200
Insurance	837	1,327	808	1,975
Maintenance	-	-	-	-
Professional Fees	1,000	1,000	800	700
Marketing Expense	-	100	-	-
Total Operating Expenses	3,473	4,173	2,868	3,680
Operating Loss	(3,473)	(4,173)	(2,868)	(3,680)
Other Expenses				
Interest Expense and Financing Fees	-	-	-	-
Purchase Option Expense	-	-	-	-
Total Expenses	3,473	4,173	2,868	3,680
Net Loss	\$ (3,473)	\$ (4,173)	\$ (2,868)	\$ (3,680)
Basic and Diluted (Loss) per Membership Interest	(\$1.74)	(\$2.09)	(\$1.43)	(\$1.84)
Weighted Average Membership Interests	2000	2000	2000	2000

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statement of Operations Year Ended December 31, 2018

	Series #95BL1	Series #89PS1	Series #90FM1	Series #83FB1
Operating Expenses				
Storage	\$ 776	\$ -	\$ 620	\$ 340
Transportation	-	-	-	-
Insurance	431	290	56	1,108
Maintenance	-	-	-	-
Professional Fees	561	500	500	383
Marketing Expense	-	-	-	-
Total Operating Expenses	1,768	790	1,176	1,831
Operating Loss	(1,768)	(790)	(1,176)	(1,831)
Other Expenses				
Interest Expense and Financing Fees	-	-	-	-
Purchase Option Expense	-	-	-	-
Total Expenses	1,768	790	1,176	1,831
Net Loss	\$ (1,768)	\$ (790)	\$ (1,176)	\$ (1,831)
Basic and Diluted (Loss) per Membership Interest	(\$0.88)	(\$0.40)	(\$0.59)	(\$0.37)
Weighted Average Membership Interests	2000	2000	2000	5000

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statement of Operations Year Ended December 31, 2018

	Series #98DV1	Series #06FS1	Series #93XJ1	Series #02AX1
Operating Expenses				
Storage	\$ 337	\$ 378	\$ -	\$ 125
Transportation	-	-	-	-
Insurance	198	262	360	178
Maintenance	-	-	-	-
Professional Fees	264	239	180	100
Marketing Expense	-	-	-	-
Total Operating Expenses	799	879	540	403
Operating Loss	(799)	(879)	(540)	(403)
Other Expenses				
Interest Expense and Financing Fees	-	-	-	-
Purchase Option Expense	-	-	-	-
Total Expenses	799	879	540	403
Net Loss	\$ (799)	\$ (879)	\$ (540)	\$ (403)
Basic and Diluted (Loss) per Membership Interest	(\$0.40)	(\$0.18)	(\$0.11)	(\$0.20)
Weighted Average Membership Interests	2000	5000	5000	2000

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statement of Operations Year Ended December 31, 2018

	Series #99LE1	Series #91MV1	Series #92LD1	Series #94DV1	Consolidated
Operating Expenses					
Storage	\$ 109	\$ 97	\$ -	\$ 24	\$ 13,579
Transportation	-	-	-	-	7,720
Insurance	19	9	7	39	13,832
Maintenance	-	-	-	-	-
Professional Fees	87	77	16	16	7,623
Marketing Expense	-	-	-	-	3,711
Total Operating Expenses	215	183	23	79	46,465
Operating Loss	(215)	(183)	(23)	(79)	(46,465)
Other Expenses					
Interest Expense and Financing Fees	-	-	-	-	10,745
Purchase Option Expense	-	-	-	-	7,444
Total Expenses	215	183	23	79	64,654
Net Loss	\$ (215)	\$ (183)	\$ (23)	\$ (79)	\$ (64,654)
Basic and Diluted (Loss) per Membership Interest	(\$0.11)	(\$0.09)	(\$0.01)	(\$0.04)	
Weighted Average Membership Interests	2000	2000	3000	2000	

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Members' Equity / (Deficit) Year Ended December 31, 2019

	Series #69BM1	Series #85FT1	Series #88LJ1	Series #55PS1	Series #95BL1
Balance January 1, 2018	-	-	-	-	-
Membership Contributions	111,236	163,883	133,508	422,132	116,742
Capital Contribution	3,444	16,518	2,953	7,320	2,287
Distribution to RSE Collection	(821)	(401)	(1,126)	(14,889)	(1,645)
Distribution to Series	-	-	-	-	-
Net loss	(3,473)	(4,173)	(2,868)	(3,678)	(1,768)
Balance December 31, 2018	\$ 110,386	\$ 175,827	\$ 132,467	\$ 410,885	\$ 115,615
Distribution	-	-	-	-	-
Membership Contributions	-	-	-	-	-
Capital Contribution	4,125	5,456	5,908	5,383	3,963
Distribution to RSE Collection	-	-	-	-	-
Net income/ (loss)	(4,471)	(5,806)	(6,352)	(5,763)	(4,421)
Balance December 31, 2019	\$ 110,040	\$ 175,477	\$ 132,023	\$ 410,505	\$ 115,157

	Series #89PS1	Series #90FM1	Series #83FB1	Series #98DV1	Series #06FS1
Balance January 1, 2018	-	-	-	-	-
Membership Contributions	161,521	15,446	335,691	125,757	195,271
Capital Contribution	891	1,188	2,038	876	997
Distribution to RSE Collection	(250)	(175)	(400)	(713)	-
Distribution to Series	-	-	-	-	-
Net loss	(790)	(1,176)	(1,831)	(799)	(879)
Balance December 31, 2018	\$ 161,372	\$ 15,283	\$ 335,498	\$ 125,121	\$ 195,389
Distribution	-	-	-	-	(230,000)
Membership Contributions	-	-	-	-	-
Capital Contribution	4,084	3,732	4,850	4,002	7,909
Distribution to RSE Collection	-	-	-	-	-
Net income/ (loss)	(4,358)	(4,032)	(5,264)	(4,457)	26,702
Balance December 31, 2019	\$ 161,098	\$ 14,983	\$ 335,084	\$ 124,666	\$ -

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Members' Equity / (Deficit) Year Ended December 31, 2019

	Series #93XJ1	Series #02AX1	Series #99LE1	Series #91MV1	Series #92LD1
Balance January 1, 2018	-	-	-	-	-
Membership Contributions	487,801	104,452	66,699	36,621	160,430
Capital Contribution	8,206	467	250	202	109
Distribution to RSE Collection	(5,103)	(681)	(443)	(200)	-
Distribution to Series	-	-	-	-	-
Net loss	(539)	(403)	(215)	(183)	(23)
Balance December 31, 2018	\$ 490,365	\$ 103,835	\$ 66,291	\$ 36,440	\$ 160,516
Distribution	-	-	-	-	-
Membership Contributions	-	-	-	-	-
Capital Contribution	3,109	3,417	3,771	3,649	4,289
Distribution to RSE Collection	-	-	-	-	-
Net income/ (loss)	(2,904)	(3,876)	(4,235)	(4,120)	(5,237)
Balance December 31, 2019	\$ 490,570	\$ 103,376	\$ 65,827	\$ 35,969	\$ 159,568

	Series #94DV1	Series #00FM1	Series #72MC1	Series #06FG1	Series #11BM1
Balance January 1, 2018	-	-	-	-	-
Membership Contributions	54,771	-	-	-	-
Capital Contribution	40	-	-	-	-
Distribution to RSE Collection	-	-	-	-	-
Distribution to Series	-	-	-	-	-
Net loss	(79)	-	-	-	-
Balance December 31, 2018	\$ 54,732	\$ -	\$ -	\$ -	\$ -
Distribution	-	(58,240)	-	-	-
Membership Contributions	-	47,774	120,551	312,086	82,286
Capital Contribution	4,036	8	3,977	4,772	3,253
Distribution to RSE Collection	-	(212)	-	(300)	(500)
Net income/ (loss)	(4,281)	10,670	(4,284)	(4,964)	(3,557)
Balance December 31, 2019	\$ 54,487	\$ -	\$ 120,244	\$ 311,594	\$ 81,482

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Members' Equity / (Deficit) Year Ended December 31, 2019

	Series #80LC1	Series #02BZ1	Series #88BM1	Series #63CC1	Series #76PT1
Balance January 1, 2018	-	-	-	-	-
Membership Contributions	-	-	-	-	-
Capital Contribution	-	-	-	-	-
Distribution to RSE Collection	-	-	-	-	-
Distribution to Series	-	-	-	-	-
Net loss	-	-	-	-	-
Balance December 31, 2018	\$ -	\$ -	\$ -	\$ -	\$ -
Distribution	-	-	-	-	-
Membership Contributions	616,716	189,601	138,765	122,586	185,301
Capital Contribution	4,409	4,551	3,620	3,442	3,376
Distribution to RSE Collection	(774)	(300)	(300)	(300)	(500)
Net income/ (loss)	(4,217)	(4,714)	(3,821)	(3,657)	(3,669)
Balance December 31, 2019	\$ 616,134	\$ 189,138	\$ 138,264	\$ 122,071	\$ 184,508

	Series #75RA1	Series #65AG1	Series #93FS1	Series #90MM1	Series #61JE1
Balance January 1, 2018	-	-	-	-	-
Membership Contributions	-	-	-	-	-
Capital Contribution	-	-	-	-	-
Distribution to RSE Collection	-	-	-	-	-
Distribution to Series	-	-	-	-	-
Net loss	-	-	-	-	-
Balance December 31, 2018	\$ -	\$ -	\$ -	\$ -	\$ -
Distribution	-	-	-	-	-
Membership Contributions	79,052	173,986	134,186	24,986	238,636
Capital Contribution	3,086	2,917	1,210	872	2,737
Distribution to RSE Collection	(500)	-	-	-	(350)
Net income/ (loss)	(3,413)	(3,385)	(1,530)	(1,183)	(3,048)
Balance December 31, 2019	\$ 78,225	\$ 173,518	\$ 133,866	\$ 24,675	\$ 237,975

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Members' Equity / (Deficit) Year Ended December 31, 2019

	Series #65FM1	Series #88PT1	Series #94LD1	Series #99SS1	Series #94FS1
Balance January 1, 2018	-	-	-	-	-
Membership Contributions	-	-	-	-	-
Capital Contribution	-	-	-	-	-
Distribution to RSE Collection	-	-	-	-	-
Distribution to Series	-	-	-	-	-
Net loss	-	-	-	-	-
Balance December 31, 2018	\$ -	\$ -	\$ -	\$ -	\$ -
Distribution	-	-	-	-	-
Membership Contributions	79,297	65,005	577,286	133,279	141,794
Capital Contribution	2,403	3,213	2,319	1,150	604
Distribution to RSE Collection	(1,000)	-	(500)	(988)	(350)
Net income/ (loss)	(2,697)	(1,322)	(2,597)	(1,612)	(870)
Balance December 31, 2019	\$ 78,003	\$ 66,896	\$ 576,508	\$ 131,829	\$ 141,178

	Series #61MG1	Series #92CC1	Series #89FT1	Series #80PN1	Series #89FG2	Series #88LL1	Consolidated
Balance January 1, 2018	-	-	-	-	-	-	59,814
Membership Contributions	-	-	-	-	-	-	2,691,960
Capital Contribution	-	-	-	-	-	-	96,659
Distribution to RSE Collection	-	-	-	-	-	-	-
Distribution to Series	-	-	-	-	-	-	-
Net loss	-	-	-	-	-	-	(64,654)
Balance December 31, 2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,783,778
Distribution	-	-	-	-	-	-	(288,240)
Membership Contributions	330,287	48,600	176,850	47,020	123,550	283,775	4,473,256
Capital Contribution	1,288	351	1,829	4,242	236	1,349	179,830
Distribution to RSE Collection	(500)	-	(400)	-	(700)	(475)	-
Net income/ (loss)	(1,676)	(643)	(1,922)	(487)	(461)	(1,378)	(174,602)
Balance December 31, 2019	\$ 329,399	\$ 48,308	\$ 176,357	\$ 50,775	\$ 122,625	\$ 283,271	\$ 6,974,022

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Cash Flows Year Ended December 31, 2019

	Series #69BM1	Series #85FT1	Series #88LJ1	Series #55PS1	Series #95BL1
Cash Flows from Operating Activities:					
Net (Loss) / Income	\$ (4,471)	\$ (5,806)	\$ (6,352)	\$ (5,763)	\$ (4,421)
<i>Adjustments to reconcile net income / (loss) to net cash provided by operating activities</i>					
Expenses Paid by Manager and Contributed to the Company / Series	4,125	5,456	5,908	5,383	3,963
(Gain) / Loss on Sale of Assets	-	-	-	-	-
Prepaid Insurance	(33)	(29)	(35)	(99)	(21)
Due to the Manager for Insurance	-	-	-	-	-
Income Taxes Payable	-	-	-	-	-
Accounts Payable	379	379	479	479	479
Net cash used in operating activities	-	-	-	-	-
Cash flow from investing activities:					
Deposits on classic automobiles	-	-	-	-	-
Repayment of investments in classic automobiles upon Offering close	-	-	-	-	-
Investment in classic automobiles	-	-	-	(286)	-
Proceeds from Sale of Assets	-	-	-	-	-
Net cash used in investing activities	-	-	-	(286)	-
Cash flow from financing activities:					
Proceeds from sale of membership interests	-	-	-	-	-
Due to the manager and other affiliates	-	-	-	-	-
Contribution from Series to RSE Collection	-	-	-	-	-
Contribution by Manager and Company to pay closing expenses	-	-	-	-	-
Distribution to RSE Collection	-	-	-	-	-
Distribution of Gain on sale of assets to Shareholders	-	-	-	-	-
Net cash used in financing activities	-	-	-	-	-
Net change in cash	-	-	-	(286)	-
Cash beginning of year	4,149	-	-	2,500	1,000
Cash end of year	\$ 4,149	\$ -	\$ -	\$ 2,214	\$ 1,000
<i>Supplemental Cash Flow Information:</i>					
Membership Interests issued to Asset Seller as consideration	-	-	-	-	-

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Cash Flows Year Ended December 31, 2019

	Series #89PS1	Series #90FM1	Series #83FB1	Series #98DV1	Series #06FS1
Cash Flows from Operating Activities:					
Net (Loss) / Income	\$ (4,358)	\$ (4,032)	\$ (5,264)	\$ (4,457)	\$ 26,702
<i>Adjustments to reconcile net income / (loss) to net cash provided by operating activities</i>					
Expenses Paid by Manager and Contributed to the Company / Series	4,084	3,732	4,850	4,002	7,909
(Gain) / Loss on Sale of Assets	-	-	-	-	(34,714)
Prepaid Insurance	(30)	(4)	(65)	(24)	118
Due to the Manager for Insurance	-	-	-	-	-
Income Taxes Payable	-	-	-	-	6,746
Accounts Payable	304	304	479	479	-
Net cash used in operating activities	-	-	-	-	6,761
Cash flow from investing activities:					
Deposits on classic automobiles	-	-	-	-	-
Repayment of investments in classic automobiles upon Offering close	-	-	-	-	-
Investment in classic automobiles	-	(286)	(286)	-	(286)
Proceeds from Sale of Assets	-	-	-	-	227,500
Net cash used in investing activities	-	(286)	(286)	-	227,214
Cash flow from financing activities:					
Proceeds from sale of membership interests	-	-	-	-	-
Due to the manager and other affiliates	-	-	-	-	2,406
Contribution from Series to RSE Collection	-	-	-	-	-
Contribution by Manager and Company to pay closing expenses	-	-	-	-	-
Distribution to RSE Collection	-	-	-	-	-
Distribution of Gain on sale of assets to Shareholders	-	-	-	-	(230,000)
Net cash used in financing activities	-	-	-	-	(227,594)
Net change in cash	-	(286)	(286)	-	6,381
Cash beginning of year	1,271	771	2,771	2,500	2,771
Cash end of year	\$ 1,271	\$ 485	\$ 2,485	\$ 2,500	\$ 9,152
<i>Supplemental Cash Flow Information:</i>					
Membership Interests issued to Asset Seller as consideration	-	-	-	-	-

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Cash Flows Year Ended December 31, 2019

	Series #93XJ1	Series #02AX1	Series #99LE1	Series #91MV1	Series #92LD1
Cash Flows from Operating Activities:					
Net (Loss) / Income	\$ (2,904)	\$ (3,876)	\$ (4,235)	\$ (4,120)	\$ (5,237)
<i>Adjustments to reconcile net income / (loss) to net cash provided by operating activities</i>					
Expenses Paid by Manager and Contributed to the Company / Series	3,109	3,417	3,771	3,649	4,289
(Gain) / Loss on Sale of Assets	-	-	-	-	-
Prepaid Insurance	(205)	(20)	(15)	(8)	(31)
Due to the Manager for Insurance	-	-	-	-	-
Income Taxes Payable	-	-	-	-	-
Accounts Payable	-	479	479	479	304
Net cash used in operating activities	-	-	-	-	(675)
Cash flow from investing activities:					
Deposits on classic automobiles	-	-	-	-	-
Repayment of investments in classic automobiles upon Offering close	-	-	-	-	-
Investment in classic automobiles	(286)	(286)	(286)	(287)	(243)
Proceeds from Sale of Assets	-	-	-	-	-
Net cash used in investing activities	(286)	(286)	(286)	(287)	(243)
Cash flow from financing activities:					
Proceeds from sale of membership interests	-	-	-	-	-
Due to the manager and other affiliates	-	-	-	-	-
Contribution from Series to RSE Collection	-	-	-	-	-
Contribution by Manager and Company to pay closing expenses	-	-	-	-	-
Distribution to RSE Collection	-	-	-	-	-
Distribution of Gain on sale of assets to Shareholders	-	-	-	-	-
Net cash used in financing activities	-	-	-	-	-
Net change in cash	(286)	(286)	(286)	(287)	(918)
Cash beginning of year	1,771	2,271	2,271	1,271	2,771
Cash end of year	\$ 1,485	\$ 1,985	\$ 1,985	\$ 984	\$ 1,853
<i>Supplemental Cash Flow Information:</i>					
Membership Interests issued to Asset Seller as consideration	-	-	-	-	-

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Cash Flows Year Ended December 31, 2019

	Series #94DV1	Series #00FM1	Series #72MC1	Series #06FG1	Series #11BM1
Cash Flows from Operating Activities:					
Net (Loss) / Income	\$ (4,281)	\$ 10,670	\$ (4,284)	\$ (4,964)	\$ (3,557)
<i>Adjustments to reconcile net income / (loss) to net cash provided by operating activities</i>					
Expenses Paid by Manager and Contributed to the Company / Series	4,036	8	3,977	4,772	3,253
(Gain) / Loss on Sale of Assets	-	(14,438)	-	-	-
Prepaid Insurance	(58)	-	-	(112)	-
Due to the Manager for Insurance	-	-	3	-	-
Income Taxes Payable	-	2,711	-	-	-
Accounts Payable	304	-	304	304	304
Net cash used in operating activities	-	(1,049)	-	-	-
Cash flow from investing activities:					
Deposits on classic automobiles	-	-	-	-	-
Repayment of investments in classic automobiles upon Offering close	-	-	-	-	-
Investment in classic automobiles	(287)	(45,562)	(65,762)	(309,286)	(79,786)
Proceeds from Sale of Assets	-	60,000	-	-	-
Net cash used in investing activities	(287)	14,438	(65,762)	(309,286)	(79,786)
Cash flow from financing activities:					
Proceeds from sale of membership interests	-	47,774	70,751	312,086	82,286
Due to the manager and other affiliates	-	1,049	-	-	-
Contribution from Series to RSE Collection	-	-	-	-	-
Contribution by Manager and Company to pay closing expenses	-	-	-	-	-
Distribution to RSE Collection	-	(212)	-	(300)	(500)
Distribution of Gain on sale of assets to Shareholders	-	(58,240)	-	-	-
Net cash used in financing activities	-	(9,629)	70,751	311,786	81,786
Net change in cash	(287)	3,760	4,989	2,500	2,000
Cash beginning of year	2,271	-	-	-	-
Cash end of year	\$ 1,984	\$ 3,760	\$ 4,989	\$ 2,500	\$ 2,000
<i>Supplemental Cash Flow Information:</i>					
Membership Interests issued to Asset Seller as consideration	-	-	\$ 49,800	-	-

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Cash Flows Year Ended December 31, 2019

	Series #80LC1	Series #02BZ1	Series #88BM1	Series #63CC1	Series #76PT1
Cash Flows from Operating Activities:					
Net (Loss) / Income	\$ (4,217)	\$ (4,714)	\$ (3,821)	\$ (3,657)	\$ (3,669)
<i>Adjustments to reconcile net income / (loss) to net cash provided by operating activities</i>					
Expenses Paid by Manager and Contributed to the Company / Series	4,409	4,551	3,620	3,442	3,376
(Gain) / Loss on Sale of Assets	-	-	-	-	-
Prepaid Insurance	(496)	(141)	(103)	(89)	(11)
Due to the Manager for Insurance	-	-	-	-	-
Income Taxes Payable	-	-	-	-	-
Accounts Payable	304	304	304	304	304
Net cash used in operating activities	-	-	-	-	-
Cash flow from investing activities:					
Deposits on classic automobiles	-	-	-	-	-
Repayment of investments in classic automobiles upon Offering close	-	-	-	-	-
Investment in classic automobiles	(564,814)	(186,301)	(136,465)	(120,286)	(182,802)
Proceeds from Sale of Assets	-	-	-	-	-
Net cash used in investing activities	(564,814)	(186,301)	(136,465)	(120,286)	(182,802)
Cash flow from financing activities:					
Proceeds from sale of membership interests	569,091	189,601	138,765	122,586	185,301
Due to the manager and other affiliates	-	-	-	-	-
Contribution from Series to RSE Collection	-	-	-	-	-
Contribution by Manager and Company to pay closing expenses	-	-	-	-	-
Distribution to RSE Collection	(774)	(300)	(300)	(300)	(500)
Distribution of Gain on sale of assets to Shareholders	-	-	-	-	-
Net cash used in financing activities	568,318	189,301	138,465	122,286	184,801
Net change in cash	3,504	3,000	2,000	1,999	1,999
Cash beginning of year	-	-	-	-	-
Cash end of year	\$ 3,504	\$ 3,000	\$ 2,000	\$ 1,999	\$ 1,999
<i>Supplemental Cash Flow Information:</i>					
Membership Interests issued to Asset Seller as consideration	\$ 47,625	-	-	-	-

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Cash Flows Year Ended December 31, 2019

	Series #75RA1	Series #65AG1	Series #93FS1	Series #90MM1	Series #61JE1
Cash Flows from Operating Activities:					
Net (Loss) / Income	\$ (3,413)	\$ (3,385)	\$ (1,530)	\$ (1,183)	\$ (3,048)
<i>Adjustments to reconcile net income / (loss) to net cash provided by operating activities</i>					
Expenses Paid by Manager and Contributed to the Company / Series	3,086	2,917	1,210	872	2,737
(Gain) / Loss on Sale of Assets	-	-	-	-	-
Prepaid Insurance	-	(11)	-	-	-
Due to the Manager for Insurance	23	-	17	7	7
Income Taxes Payable	-	-	-	-	-
Accounts Payable	304	479	304	304	304
Net cash used in operating activities	-	-	-	-	-
Cash flow from investing activities:					
Deposits on classic automobiles	-	-	-	-	-
Repayment of investments in classic automobiles upon Offering close	-	-	-	-	-
Investment in classic automobiles	(75,903)	(170,286)	(131,136)	(23,187)	(235,388)
Proceeds from Sale of Assets	-	-	-	-	-
Net cash used in investing activities	(75,903)	(170,286)	(131,136)	(23,187)	(235,388)
Cash flow from financing activities:					
Proceeds from sale of membership interests	79,052	173,986	134,186	24,986	238,636
Due to the manager and other affiliates	-	-	-	-	-
Contribution from Series to RSE Collection	-	-	-	-	-
Contribution by Manager and Company to pay closing expenses	-	-	-	-	-
Distribution to RSE Collection	(500)	-	-	-	(350)
Distribution of Gain on sale of assets to Shareholders	-	-	-	-	-
Net cash used in financing activities	78,552	173,986	134,186	24,986	238,286
Net change in cash	2,649	3,700	3,050	1,799	2,898
Cash beginning of year	-	-	-	-	-
Cash end of year	\$ 2,649	\$ 3,700	\$ 3,050	\$ 1,799	\$ 2,898
<i>Supplemental Cash Flow Information:</i>					
Membership Interests issued to Asset Seller as consideration	-	-	-	-	-

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Cash Flows Year Ended December 31, 2019

	Series #65FM1	Series #88PT1	Series #94LD1	Series #99SS1	Series #94FS1
Cash Flows from Operating Activities:					
Net (Loss) / Income	\$ (2,697)	\$ (1,322)	\$ (2,597)	\$ (1,612)	\$ (870)
<i>Adjustments to reconcile net income / (loss) to net cash provided by operating activities</i>					
Expenses Paid by Manager and Contributed to the Company / Series	2,403	999	2,319	1,150	604
(Gain) / Loss on Sale of Assets	-	-	-	-	-
Prepaid Insurance	(10)	-	(201)	(17)	(38)
Due to the Manager for Insurance	-	19	-	-	-
Income Taxes Payable	-	-	-	-	-
Accounts Payable	304	304	479	479	304
Net cash used in operating activities	-	-	-	-	-
Cash flow from investing activities:					
Deposits on classic automobiles	-	-	-	-	-
Repayment of investments in classic automobiles upon Offering close	-	-	-	-	-
Investment in classic automobiles	(75,997)	(62,780)	(572,236)	(129,227)	(138,482)
Proceeds from Sale of Assets	-	-	-	-	-
Net cash used in investing activities	(75,997)	(62,780)	(572,236)	(129,227)	(138,482)
Cash flow from financing activities:					
Proceeds from sale of membership interests	79,297	65,005	577,286	133,279	141,794
Due to the manager and other affiliates	-	-	-	-	-
Contribution from Series to RSE Collection	-	-	-	-	-
Contribution by Manager and Company to pay closing expenses	-	2,214	-	-	-
Distribution to RSE Collection	(1,000)	-	(500)	(988)	(350)
Distribution of Gain on sale of assets to Shareholders	-	-	-	-	-
Net cash used in financing activities	78,297	67,219	576,786	132,291	141,444
Net change in cash	2,300	4,439	4,550	3,064	2,962
Cash beginning of year	-	-	-	-	-
Cash end of year	\$ 2,300	\$ 4,439	\$ 4,550	\$ 3,064	\$ 2,962
<i>Supplemental Cash Flow Information:</i>					
Membership Interests issued to Asset Seller as consideration	-	-	-	-	-

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Cash Flows Year Ended December 31, 2019

	Series #61MG1	Series #92CC1	Series #89FT1	Series #80PN1	Series #89FG2	Series #88LL1	Consolidated
Cash Flows from Operating Activities:							
Net (Loss) / Income	\$ (1,676)	\$ (643)	\$ (1,922)	\$ (487)	\$ (461)	\$ (1,378)	\$ (174,602)
<i>Adjustments to reconcile net income / (loss) to net cash provided by operating activities</i>							
Expenses Paid by Manager and Contributed to the Company /							
Series	1,288	351	1,429	212	236	1,349	146,030
(Gain) / Loss on Sale of Assets	-	-	-	-	-	-	(22,002)
Prepaid Insurance	-	(12)	-	-	(7)	(77)	(2,598)
Due to the Manager for Insurance	84	-	76	2	-	-	423
Income Taxes Payable	-	-	-	-	-	-	9,457
Accounts Payable	304	304	417	273	232	106	16,452
Net cash used in operating activities	-	-	-	-	-	-	(26,840)
Cash flow from investing activities:							
Deposits on classic automobiles	-	-	-	-	-	-	120,432
Repayment of investments in classic automobiles upon Offering close	-	-	-	-	-	-	-
Investment in classic automobiles	(325,590)	(46,188)	(175,136)	(47,388)	(119,562)	(277,511)	(3,039,129)
Proceeds from Sale of Assets	-	-	-	-	-	-	397,500
Net cash used in investing activities	(325,590)	(46,188)	(175,136)	(47,388)	(119,562)	(277,511)	(2,521,197)
Cash flow from financing activities:							
Proceeds from sale of membership interests	330,287	48,600	176,850	47,020	123,550	283,775	4,375,831
Due to the manager and other affiliates	-	-	-	-	-	-	(1,378,451)
Contribution from Series to RSE Collection	-	-	-	-	-	-	-
Contribution by Manager and Company to pay closing expenses	-	-	400	4,030	-	-	6,644
Distribution to RSE Collection	(500)	-	(400)	-	(700)	(475)	-
Distribution of Gain on sale of assets to Shareholders	-	-	-	-	-	-	(398,240)
Net cash used in financing activities	329,787	48,600	176,850	51,050	122,850	283,300	2,605,784
Net change in cash	4,197	2,412	1,714	3,662	3,288	5,789	57,747
Cash beginning of year	-	-	-	-	-	-	56,787
Cash end of year	\$ 4,197	\$ 2,412	\$ 1,714	\$ 3,662	\$ 3,288	\$ 5,789	\$ 114,534
<i>Supplemental Cash Flow Information:</i>							
Membership Interests issued to Asset Seller as consideration	-	-	-	-	-	-	\$ 97,425
Non-cash Financing Activities:							
Capital Contribution of certain amounts due to manager							\$ 27,150

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Cash Flows Year Ended December 31, 2018

	Series #69BM1	Series #85FT1	Series #88LJ1	Series #55PS1
Cash Flows from Operating Activities:				
Net Loss	\$ (3,473)	\$ (4,173)	\$ (2,868)	\$ (3,680)
<i>Adjustments to reconcile net income / (loss) to net cash provided by operating activities</i>				
Expenses Paid by Manager and Contributed to the Company / Series	3,444	4,174	2,953	3,963
(Gain) / Loss on Sale of Assets	-	-	-	-
Prepaid Insurance	(71)	(101)	(85)	(283)
Insurance Payable	-	-	-	-
Income Tax Payable	-	-	-	-
Accounts Payable	100	100	-	-
Accrual of Interest	-	-	-	-
Net cash used in operating activities	-	-	-	-
	-	-	-	-
Cash flow from investing activities:				
Deposits on classic automobiles	-	-	-	-
Repayment of investments in classic automobiles upon Offering close	-	-	-	-
Investment in classic automobiles	(106,266)	(175,826)	(132,382)	(408,100)
Proceeds from Sale of Assets	-	-	-	-
Cash used in investing activities	(106,266)	(175,826)	(132,382)	(408,100)
Cash flow from financing activities:				
Proceeds from sale of membership interests	111,236	163,883	133,508	422,132
Due to the manager and other affiliates	-	-	-	-
Distribution to Series	-	-	-	-
Contribution from Series to RSE Collection	-	-	-	-
Contribution by Manager and Company to pay closing expenses	-	12,344	-	3,357
Contribution by Manager for operating expense	-	-	-	-
Distribution to RSE Collection	(821)	(401)	(1,126)	(14,889)
Proceeds from Loans	-	-	-	-
Repayment of Loans	-	-	-	-
Distribution of Gain on Sale of assets to Shareholders	-	-	-	-
Cash provided by financing activities	110,415	175,826	132,382	410,600
Net change in cash	4,149			2,500
Cash beginning of year in 2018	-	-	-	-
Cash end of year in 2018	\$ 4,149	\$ -	\$ -	\$ 2,500
<i>Supplemental Cash Flow Information:</i>				
Membership Interests issued to Asset Seller as consideration	-	-	-	-

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Cash Flows Year Ended December 31, 2018

	(Restated)		(Restated)	
	Series #95BL1	Series #89PS1	Series #90FM1	Series #83FB1
Cash Flows from Operating Activities:				
Net Loss	\$ (1,768)	\$ (790)	\$ (1,176)	\$ (1,831)
<i>Adjustments to reconcile net income / (loss) to net cash provided by operating activities</i>				
Expenses Paid by Manager and Contributed to the Company / Series	1,842	891	1,188	2,038
(Gain) / Loss on Sale of Assets	-	-	-	-
Prepaid Insurance	(74)	(101)	(12)	(207)
Insurance Payable	-	-	-	-
Income Tax Payable	-	-	-	-
Accounts Payable	-	-	-	-
Accrual of Interest	-	-	-	-
Net cash used in operating activities	-	-	-	-
Cash flow from investing activities:				
Deposits on classic automobiles	-	-	-	-
Repayment of investments in classic automobiles upon Offering close	-	-	-	-
Investment in classic automobiles	(114,541)	(61,000)	(10,375)	(332,520)
Proceeds from Sale of Assets	-	-	-	-
Cash used in investing activities	(114,541)	(61,000)	(10,375)	(332,520)
Cash flow from financing activities:				
Proceeds from sale of membership interests	116,741	62,521	11,321	335,691
Due to the manager and other affiliates	-	-	-	-
Distribution to Series	-	-	-	-
Contribution from Series to RSE Collection	-	-	-	-
Contribution by Manager and Company to pay closing expenses	445	-	-	-
Contribution by Manager for operating expense	-	-	-	-
Distribution to RSE Collection	(1,645)	(250)	(175)	(400)
Proceeds from Loans	-	-	-	-
Repayment of Loans	-	-	-	-
Distribution of Gain on Sale of assets to Shareholders	-	-	-	-
Cash provided by financing activities	115,541	62,271	11,146	335,291
Net change in cash	1,000	1,271	771	2,771
Cash beginning of year in 2018	-	-	-	-
Cash end of year in 2018	\$ 1,000	\$ 1,271	\$ 771	\$ 2,771
<i>Supplemental Cash Flow Information:</i>				
Membership Interests issued to Asset Seller as consideration	-	\$ 99,000	\$ 4,125	-

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Cash Flows Year Ended December 31, 2018

	Series #98DV1	Series #06FS1	Series #93XJ1	Series #02AX1
Cash Flows from Operating Activities:				
Net Loss	\$ (799)	\$ (879)	\$ (540)	\$ (403)
<i>Adjustments to reconcile net income / (loss) to net cash provided by operating activities</i>				
Expenses Paid by Manager and Contributed to the Company / Series	876	997	833	467
(Gain) / Loss on Sale of Assets	-	-	-	-
Prepaid Insurance	(77)	(118)	(293)	(64)
Insurance Payable	-	-	-	-
Income Tax Payable	-	-	-	-
Accounts Payable	-	-	-	-
Accrual of Interest	-	-	-	-
Net cash used in operating activities	-	-	-	-
Cash flow from investing activities:				
Deposits on classic automobiles	-	-	-	-
Repayment of investments in classic automobiles upon Offering close	-	-	-	-
Investment in classic automobiles	(122,544)	(192,500)	(488,300)	(101,500)
Proceeds from Sale of Assets	-	-	-	-
Cash used in investing activities	(122,544)	(192,500)	(488,300)	(101,500)
Cash flow from financing activities:				
Proceeds from sale of membership interests	125,757	195,271	487,801	104,452
Due to the manager and other affiliates	-	-	-	-
Distribution to Series	-	-	-	-
Contribution from Series to RSE Collection	-	-	-	-
Contribution by Manager and Company to pay closing expenses	-	-	7,373	-
Contribution by Manager for operating expense	-	-	-	-
Distribution to RSE Collection	(713)	-	(5,103)	(681)
Proceeds from Loans	-	-	-	-
Repayment of Loans	-	-	-	-
Distribution of Gain on Sale of assets to Shareholders	-	-	-	-
Cash provided by financing activities	125,044	195,271	490,071	103,771
Net change in cash	2,500	2,771	1,771	2,271
Cash beginning of year in 2018	-	-	-	-
Cash end of year in 2018	\$ 2,500	\$ 2,771	\$ 1,771	\$ 2,271
<i>Supplemental Cash Flow Information:</i>				
Membership Interests issued to Asset Seller as consideration	-	-	-	-

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Consolidated Statements of Cash Flows Year Ended December 31, 2018

	(Restated)				
	Series#99LE1	Series#91MV1	Series#92LD1	Series#94DV1	Consolidated
Cash Flows from Operating Activities:					
Net Loss	\$ (215)	\$ (183)	\$ (23)	\$ (79)	\$ (64,654)
<i>Adjustments to reconcile net income / (loss) to net cash provided by operating activities</i>					
Expenses Paid by Manager and Contributed to the Company / Series	249	202	109	40	61,837
(Gain) / Loss on Sale of Assets	-	-	-	-	-
Prepaid Insurance	(34)	(19)	(86)	-	(1,811)
Insurance Payable	-	-	-	39	912
Income Tax Payable	-	-	-	-	(400)
Accounts Payable	-	-	-	-	300
Accrual of Interest	-	-	-	-	(2,561)
Net cash used in operating activities	-	-	-	-	(6,377)
Cash flow from investing activities:					
Deposits on classic automobiles	-	-	-	-	(706,432)
Repayment of investments in classic automobiles upon Offering close	-	-	-	-	-
Investment in classic automobiles	(63,985)	(35,150)	(157,659)	(52,500)	(4,047,062)
Proceeds from Sale of Assets	-	-	-	-	-
Cash used in investing activities	(63,985)	(35,150)	(157,659)	(52,500)	(4,753,494)
Cash flow from financing activities:					
Proceeds from sale of membership interests	66,699	36,621	160,430	54,771	2,588,834
Due to the manager and other affiliates	-	-	-	-	2,588,407
Distribution to Series	-	-	-	-	-
Contribution from Series to RSE Collection	-	-	-	-	-
Contribution by Manager and Company to pay closing expenses	-	-	-	-	11,175
Contribution by Manager for operating expense	-	-	-	-	23,647
Distribution to RSE Collection	(443)	(200)	-	-	-
Proceeds from Loans	-	-	-	-	602,100
Repayment of Loans	-	-	-	-	(1,002,880)
Distribution of Gain on Sale of assets to Shareholders	-	-	-	-	-
Cash provided by financing activities	66,256	36,421	160,430	54,771	4,811,283
Net change in cash	2,271	1,271	2,771	2,271	51,413
Cash beginning of year in 2018	-	-	-	-	5,374
Cash end of year in 2018	\$ 2,271	\$ 1,271	\$ 2,771	\$ 2,271	\$ 56,787
<i>Supplemental Cash Flow Information:</i>					
Membership Interests issued to Asset Seller as consideration	-	-	-	-	\$ 103,125
Interest Paid by Manager					\$ 4,264

See accompanying notes, which are an integral part of these financial statements.

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE A - DESCRIPTION OF ORGANIZATION AND BUSINESS OPERATIONS

RSE Collection, LLC (the “Company”) is a Delaware series limited liability company formed on August 24, 2016. RSE Markets, Inc. is the manager of the Company (the “Manager”) and serves as the asset manager for the collection of assets owned by the Company and each series (the “Asset Manager”). The Company was formed to engage in the business of acquiring and managing a collection of assets (the “Underlying Assets”). The Company has created, and it is expected that the Company will continue to create, separate series of interests (each, a “Series” or “Series of Interests”), that each Underlying Asset will be owned by a separate Series and that the assets and liabilities of each Series will be separate in accordance with Delaware law. Investors acquire membership interests (the “Interests”) in each Series and will be entitled to share in the return of that particular Series but will not be entitled to share in the return of any other Series.

The Manager is a Delaware corporation formed on April 28, 2016. The Manager is a technology and marketing company that operates the Rally Rd. platform (the “Platform”) and manages the Company and the assets owned by the Company in its roles as the Manager and Asset Manager of each Series.

The Company intends to sell Interests in a number of separate individual Series of the Company. Investors in any Series acquire a proportional share of income and liabilities as they pertain to a particular Series, and the sole assets and liabilities of any given Series at the time of the closing of an offering related to that particular Series are a single Underlying Asset (plus any cash reserves for future operating expenses, as well as certain liabilities related to expenses pre-paid by the Manager), which for example, in the case of Series #69BM1 is a 1969 Boss 302 Mustang.

All voting rights, except as specified in the operating agreement or required by law, remain with the Manager (e.g., determining the type and quantity of general maintenance and other expenses required for the appropriate upkeep of each Underlying Asset, determining how to best commercialize the applicable Underlying Assets, evaluating potential sale offers and the liquidation of a Series). The Manager manages the ongoing operations of each Series in accordance with the operating agreement of the Company, as amended and restated from time to time (the “Operating Agreement”).

OPERATING AGREEMENT

General:

In accordance with the Operating Agreement each Interest holder in a Series grants a power of attorney to the Manager. The Manager has the right to appoint officers of the Company and each Series.

Operating Expenses:

After the closing of an offering, each Series is responsible for its own “Operating Expenses” (as defined in Note B(5)). Prior to the closing, Operating Expenses are borne by the Manager or the Asset Manager and not reimbursed by the economic members of a particular Series. Should post-closing Operating Expenses exceed revenues or cash reserves, the Manager or the Asset Manager may (a) pay such Operating Expenses and not seek reimbursement, (b) loan the amount of the Operating Expenses to the Series and be entitled to reimbursement of such amount from future revenues generated by the Series (“Operating Expenses Reimbursement Obligation(s)”), on which the Manager or the Asset Manager may impose a rate of interest, and/or (c) cause additional Interests to be issued in order to cover such additional amounts, which Interests may be issued to existing or new investors, and may include the Manager or its affiliates or the Asset Manager.

Fees:

Sourcing Fee: The Manager expects to receive a fee at the closing of each successful offering for its services of sourcing the Underlying Asset (the “Sourcing Fee”), which may be waived by the Manager in its sole discretion.

Brokerage Fee: For all Series qualified up to March 6, 2019, except in the case of Series #77LE1, the broker of record (the “Broker”) received a fee (the “Brokerage Fee”) of 0.75% of the cash from offering for facilitating the sale of securities. In the instance of #77LE1 and all Series qualified after March 6, 2019 the Brokerage Fee is equal to 1.0% of the gross proceeds of each Offering.

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE A - DESCRIPTION OF ORGANIZATION AND BUSINESS OPERATIONS (CONTINUED)

Custody Fee: In respect to current offerings, the custody broker (the “Custodian”), holding custody of the securities upon issuance, will receive a fee of 0.75% on Interests sold in an offering (the “Custody Fee”). In the case of the offerings for the Series #77LE1, Series #69BM1, Series #85FT1, Series #88LJ1 and Series #55PS1, no custody agreement was yet in place and as such, no Custody Fee was paid. Should a Custody Fee become applicable for the Interests in these Series in future, the Manager will pay and not be reimbursed for such Custody Fee. For all other current offerings, the Custody Fee is paid from the proceeds of each offering.

Free Cash Flow Distributions:

At the discretion of the Manager, a Series may make distributions of “Free Cash Flow” (as defined in Note F) to both the holders of economic Interests in the form of a dividend and the Manager in the form of a management fee.

In the case that Free Cash Flow is available and such distributions are made, at the sole discretion of the Manager, the members will receive no less than 50% of Free Cash Flow and the Manager will receive up to 50% of Free Cash Flow in the form of a management fee for management of the applicable Underlying Asset. The management fee is accounted for as an expense to the relevant Series rather than a distribution from Free Cash Flow.

Other:

The Manager is responsible for covering its own expenses.

LIQUIDITY AND CAPITAL RESOURCES

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. Neither the Company nor any of the Series has generated revenues or profits since inception.

On a total consolidated basis, the Company had sustained a net loss of \$64,654 for the year ended December 31, 2018. On a total consolidated basis, the Company had sustained a net loss of \$174,602 for the year ended December 31, 2019 and had an accumulated deficit of \$316,397 as of December 31, 2019.

All of the liabilities on the balance sheet as of December 31, 2019 are obligations to third-parties or the Manager. All of these liabilities, other than ones for which the Manager does not seek reimbursement, will be covered through the proceeds of future offerings for the various Series of Interests. As of December 31, 2019, the Company has negative working capital of approximately \$1.2 million. If the Company does not continue to obtain financing from the Manager, it will be unable to repay these obligations as they come due. These factors raise substantial doubt about the Company’s and each listed Series’ ability to continue as a going concern for the year following the date of this filing.

Through December 31, 2019, none of the Company or any Series have recorded any directly attributable revenues through the utilization of Underlying Assets. Management’s plans anticipate that it will start to generate revenues by commercializing the collection in 2021. Each Series will continue to incur Operating Expenses including, but not limited to storage, insurance, transportation and maintenance expenses, on an ongoing basis. As part of the commercialization of the collection, the Manager opened a showroom in early 2019, in New York City and launched its online shopping experience for merchandise in the third quarter of 2019. No revenues directly attributable to the Company or any Series have been generated through the showroom or the online shop as of December 31, 2019.

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE A - DESCRIPTION OF ORGANIZATION AND BUSINESS OPERATIONS (CONTINUED)

At December 31, 2019 and December 31, 2018, the Company and the Series for which closings had occurred, had the following cash balances:

		Cash Balance	
Applicable Series	Automobile	12/31/2019	12/31/2018
Series #77LE1	1977 Lotus Esprit S1	\$ 2,780	\$ 2,780
Series #69BM1	1969 Boss 302 Mustang	4,149	4,149
Series #55PS1	1955 Porsche Speedster	2,214	2,500
Series #95BL1	1995 BMW M3 Lightweight	1,000	1,000
Series #89PS1	1989 Porsche 911 Speedster	1,271	1,271
Series #90FM1	1990 Ford Mustang 7Up Edition	485	771
Series #83FB1	1983 Ferrari 512 BBi	2,485	2,771
Series #98DV1	1998 Dodge Viper GTS-R	2,500	2,500
Series #06FS1	2006 Ferrari F430 Spider	9,152	2,771
Series #93XJ1	1993 Jaguar XJ220	1,485	1,771
Series #02AX1	2002 Acura NSX-T	1,985	2,271
Series #99LE1	1999 Lotus Esprit Sport 350	1,985	2,271
Series #91MV1	1991 Mitsubishi 3000VT GR4	984	1,271
Series #92LD1	1992 Lancia Delta Martini 5 Evo	1,853	2,771
Series #94DV1	1994 Dodge Viper RT/10	1,984	2,271
Series #00FM1	2000 Ford Mustang Cobra R	3,760	-
Series #72MC1	1972 Mazda Cosmo Sport	4,989	-
Series #06FG1	2006 Ford GT	2,500	-
Series #11BM1	2011 BMW 1M, 6-Speed Manual	2,000	-
Series #80LC1	1980 Lamborghini Countach Turbo	3,504	-
Series #02BZ1	2002 BMW Z8	3,000	-
Series #88BM1	1988 BMW E30 M3	2,000	-
Series #63CC1	1963 Chevrolet Corvette Split Window	1,999	-
Series #76PT1	1976 Porsche 911 Turbo Cabrera	1,999	-
Series #75RA1	1975 Renault Alpine A110 1300	2,649	-
Series #65AG1	1965 Alfa Romeo Giulia Sprint Speciale	3,700	-
Series #93FS1	1993 Ferrari 348TS Series Speciale	3,050	-
Series #90MM1	1990 Mazda Miata	1,799	-
Series #61JE1	1961 Jaguar E-Type	2,898	-
Series #88PT1	1988 Porsche 944 Turbo S	4,439	-
Series #65FM1	1965 Ford Mustang 2+2 Fastback	2,300	-
Series #94LD1	1994 Lamborghini Diablo SE30 Jota	4,550	-
Series #99SS1	1999 Shelby Series 1	3,064	-
Series #94FS1	1994 Ferrari 348 Spider	2,962	-
Series #61MG1	1961 Maserati 3500GT	4,197	-
Series #92CC1	1992 Chevrolet Corvette ZR1	2,412	-
Series #89FT1	1989 Ferrari Testarossa	1,714	-
Series #80PN1	1980 Porsche 928	3,662	-
Series #89FG2	1989 Ferrari 328 GTS	3,288	-
Series #88LL1	1988 Lamborghini LM002	5,789	-
Total Series Cash Balance		\$ 114,536	\$ 33,139
RSE Collection		-	23,648
Total Cash Balance		\$ 114,536	\$ 56,787

Note: Series #77LE1 Interests were issued under Rule 506(c) and as such Series #77LE1 has not been broken out as a separate Series in the financial statements but is included in the table above.

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE A - DESCRIPTION OF ORGANIZATION AND BUSINESS OPERATIONS (CONTINUED)

The cash on the books of RSE Collection is reserved to funding future pre-closing Operating Expenses or “Acquisition Expenses” (see Note B(6) for definition and additional details), as the case may be. The cash on the books of each Series is reserved for funding of post-closing Operating Expenses; During the year ended December 31, 2019, the Manager paid for certain but not all Operating Expenses related to any of the Series that have had closed offerings and has elected not to be reimbursed. These payments made by the Manager are accounted for as capital contributions, amounting to a total of \$139,284 during the year ended December 31, 2019, which excludes a \$6,746 capital contribution related to the sale of the Underlying Asset for Series #06FS1.

From inception, the Company and the Series have financed their business activities through capital contributions from the Manager or its affiliates to the individual Series. Until such time as the Series’ have the capacity to generate cash flows from operations, the Manager may cover any deficits through additional capital contributions or the issuance of additional Interests in any individual Series. In addition, parts of the proceeds of future offerings may be used to create reserves for future Operating Expenses for individual Series, as has been the case for the majority of the Series for which closings have occurred, listed in the table above, at the sole discretion of the Manager. If the Manager does not continue to fund future operating expenses of the Company and the Series, the Company’s ability to continue future operations may be limited. There is no assurance that financing from the Manager will remain available or provide the Company or any Series with sufficient capital to meet its objectives.

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE A - DESCRIPTION OF ORGANIZATION AND BUSINESS OPERATIONS (CONTINUED)

INITIAL OFFERINGS

The Company has completed several initial offerings since its inception in 2016 and plans to continue to increase the number of initial offerings going forward. The table below outlines all offerings for which a closing has occurred as of December 31, 2019. All Series, for which a closing had occurred as of the date of the financial statements, had commenced operations, were capitalized and had assets and various Series have liabilities.

Series Interest	Series Name	Underlying Asset	Offering Size	Launch Date	Closing Date	Comments
Series #77LE1 Interests	Series #77LE1	1977 Lotus Esprit S1	\$77,700	November 17, 2016	April 13, 2017	<ul style="list-style-type: none"> The Company's initial offering for Series #77LE1 issued membership Interests in Series #77LE1 pursuant to SEC Rule 506(c). The offering closed and the Loan 1 (see Note C) plus \$241 of accrued interest and other obligations have been repaid with the proceeds of the Offering
Series #69BM1 Interests	Series #69BM1	1989 Ford Mustang Boss 302	\$115,000	November 20, 2017	February 7, 2018	<ul style="list-style-type: none"> The offering closed and the Loan 2 (see Note C) plus \$821 of accrued interest and other obligations have been repaid with the proceeds of the Offering
Series #85FT1 Interests	Series #85FT1	1985 Ferrari Testarossa	\$165,000	November 23, 2017	February 15, 2018	<ul style="list-style-type: none"> The offering closed and the Loan 4 (see Note C) as well as third-party debt (see Note D) plus accrued interest of \$401 and \$5,515 and other obligations have been repaid with the proceeds of the Offering
Series #88LJ1 Interests	Series #88LJ1	1988 Lamborghini Jalpa	\$135,000	February 9, 2018	April 12, 2018	<ul style="list-style-type: none"> The offering closed and the Loan 3 (see Note C) plus \$1,126 of accrued interest and other obligations have been repaid with the proceeds of the Offering
Series #55PS1 Interests	Series #55PS1	1955 Porsche 356 Speedster	\$425,000	April 2, 2018	June 6, 2018	<ul style="list-style-type: none"> The offering closed, and purchase option was exercised. The Loan 5 and Loan 6 (see Note C), the remaining balance of the acquisition price plus accrued interest of \$728 and other obligations were paid through the proceeds of the Offering
Series #95BL1 Interests	Series #95BL1	1995 BMW E36 M3 Lightweight	\$118,500	June 1, 2018	July 12, 2018	<ul style="list-style-type: none"> The offering closed and the Loan 8 (see Note C) and other obligations have been repaid with the proceeds of the Offering
Series #89PS1 Interests	Series #89PS1	1989 Porsche 911 Speedster	\$165,000	July 23, 2018	July 31, 2018	<ul style="list-style-type: none"> The offering closed and all obligations under the purchase option agreement and other obligations were repaid with the proceeds of the Offering The Asset Seller was issued 60% of Interests as part of total purchase consideration
Series #90FM1 Interests	Series #90FM1	1990 Ford Mustang 7Up Edition	\$16,500	July 24, 2018	July 31, 2018	<ul style="list-style-type: none"> The offering closed and all obligations under the purchase option agreement and other obligations were repaid with the proceeds of the Offering The Asset Seller was issued 25% of Interests as part of total purchase consideration
Series #83FB1 Interests	Series #83FB1	1983 Ferrari 512 BBi	\$350,000	July 23, 2018	September 5, 2018	<ul style="list-style-type: none"> The offering closed and all obligations under the purchase option agreement and other obligations were repaid with the proceeds of the Offering
Series #98DV1 Interests	Series #98DV1	1998 Dodge Viper GTS-R	\$130,000	September 27, 2018	October 10, 2018	<ul style="list-style-type: none"> The offering closed and the Loan 10 (see Note C) plus accrued interest \$512.88 and other obligations were paid through the proceeds of the Offering

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE A - DESCRIPTION OF ORGANIZATION AND BUSINESS OPERATIONS (CONTINUED)

Series Interest	Series Name	Underlying Asset	Offering Size	Launch Date	Closing Date	Comments
Series #93XJ1 Interests	Series #93XJ1	1993 Jaguar XJ220	\$495,000	August 22, 2018	November 6, 2018	• The offering closed, and purchase option was exercised. The Loan 7 and Loan 9 (see Note C), the remaining balance of acquisition price plus accrued interests of \$336 and \$4,767 and other obligations were repaid through the proceeds of the Offering
Series #06FS1 Interests	Series #06FS1	2006 Ferrari F430 Spider "Manual"	\$199,000	October 12, 2018	October 19, 2018	• The offering closed and all obligations under the purchase option agreement and other obligations repaid with the proceeds of the Offering • Underlying Asset sold for \$227,500 on 05/10/2019 and Series was subsequently dissolved
Series #02AX1 Interests	Series #02AX1	2002 Acura NSX-T	\$108,000	November 16, 2018	November 30, 2018	• The offering closed and the Loan 11 (see Note C) plus accrued interest \$481 and other obligations were paid through the proceeds of the Offering
Series #99LE1 Interests	Series #99LE1	1999 Lotus Esprit Sport 350	\$69,500	November 23, 2018	December 4, 2018	• The offering closed, and the Loan 12 plus accrued interest \$243 and other obligations were paid through the proceeds of the Offering
Series #91MV1 Interests	Series #91MV1	1991 Mitsubishi 3000GT VR4	\$38,000	November 28, 2018	December 7, 2018	• The offering closed, and payment made by the Manager and other obligations were paid through the proceeds of the Offering
Series #92LD1 Interests	Series #92LD1	1992 Lancia Delta Integrale Evo "Martini 5"	\$165,000	December 7, 2018	December 26, 2018	• The offering closed, and payment made by the Manager and other obligations were paid through the proceeds of the Offering
Series #94DV1 Interests	Series #94DV1	1994 Dodge Viper RT/10	\$57,500	December 11, 2018	December 26, 2018	• The offering closed, and the purchase option was exercised. All obligations under the purchase option agreement and other obligations repaid with the proceeds of the Offering
Series #00FM1 Interests	Series #00FM1	2000 Ford Mustang Cobra R	\$49,500	December 21, 2018	January 4, 2019	• The offering closed, and payment made by the Manager and other obligations were paid through the proceeds of the Offering • Underlying Asset sold for \$60,000 on 4/15/2019 and Series was subsequently dissolved
Series #72MC1 Interests	Series #72MC1	1972 Mazda Cosmo Sport Series II	\$124,500	December 28, 2018	January 4, 2019	• The offering closed, and the purchase option was exercised. All obligations under the purchase option agreement and other obligations repaid with the proceeds of the Offering • The Asset Seller was issued 40% of Interests as part of total purchase consideration
Series #06FG1 Interests	Series #06FG1	2006 Ford GT	\$320,000	December 14, 2018	January 8, 2019	• The offering closed, and payment made by the Manager and other obligations were paid through the proceeds of the Offering
Series #11BM1 Interests	Series #11BM1	2011 BMW 1M	\$84,000	January 8, 2019	January 25, 2019	• The offering closed, and the purchase option was exercised. All obligations under the purchase option agreement and other obligations repaid with the proceeds of the Offering
Series #80LC1 Interests	Series #80LC1	1980 Lamborghini Countach LP400 S Turbo	\$635,000	January 17, 2019	February 8, 2019	• The offering closed, and the purchase option was exercised. All obligations under the purchase option agreement and other obligations repaid with the proceeds of the Offering • The Asset Seller was issued 7.5% of Interests as part of total purchase consideration
Series #02BZ1 Interests	Series #02BZ1	2002 BMW Z8	\$195,000	January 6, 2019	February 8, 2019	• The offering closed, and payment made by the Manager and other obligations were paid through the proceeds of the Offering
Series #88BM1 Interests	Series #88BM1	1988 BMW E30 M3	\$141,000	January 11, 2019	February 25, 2019	• The offering closed, and payment made by the Manager and other obligations were paid through the proceeds of the Offering
Series #63CC1 Interests	Series #63CC1	1963 Chevrolet Corvette Split Window	\$126,000	March 8, 2019	March 18, 2019	• The offering closed, and payment made by the Manager and other obligations were paid through the proceeds of the Offering

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE A - DESCRIPTION OF ORGANIZATION AND BUSINESS OPERATIONS (CONTINUED)

Series Interest	Series Name	Underlying Asset	Offering Size	Launch Date	Closing Date	Comments
Series #76PT1 Interests	Series #76PT1	1976 Porsche 911 Turbo Carrera	\$189,900	March 15, 2019	March 22, 2019	• The offering closed, and payment made by the Manager and other obligations were paid through the proceeds of the Offering
Series #75RA1 Interests	Series #75RA1	1975 Renault Alpine A110 1300	\$84,000	March 29, 2019	April 9, 2019	• The offering closed, and payment made by the Manager and other obligations were paid through the proceeds of the Offering
Series #65AG1 Interests	Series #65AG1	1965 Alfa Romeo Giulia Sprint Speciale	\$178,500	April 5, 2019	April 16, 2019	• The offering closed, and payment made by the Manager and other obligations were paid through the proceeds of the Offering
Series #93FS1 Interests	Series #93FS1	1993 Ferrari 348TS Serie Speciale	\$137,500	April 12, 2019	April 22, 2019	• The offering closed, and the purchase option was exercised. All obligations under the purchase option agreement and other obligations repaid with the proceeds of the Offering
Series #61JE1 Interests	Series #61JE1	1961 Jaguar E-Type	\$246,000	April 19, 2019	April 26, 2019	• The offering closed, and payment made by the Manager and other obligations were paid through the proceeds of the Offering
Series #90MM1 Interests	Series #90MM1	1990 Mazda Miata MX-5	\$26,600	April 17, 2019	April 26, 2019	• The offering closed, and the purchase option was exercised. All obligations under the purchase option agreement and other obligations repaid with the proceeds of the Offering
Series #65FM1 Interests	Series #65FM1	1965 Ford Mustang 2+2 Fastback	\$82,500	May 3, 2019	July 18, 2019	• The offering closed, and payment made by the Manager and other obligations were paid through the proceeds of the Offering
Series #88PT1 Interests	Series #88PT1	1988 Porsche 944 Turbo S	\$66,000	May 10, 2019	July 18, 2019	• The offering closed, and the purchase option was exercised. All obligations under the purchase option agreement and other obligations repaid with the proceeds of the Offering
Series #94LD1 Interests	Series #94LD1	1994 Lamborghini Diablo SE30 Jota	\$597,500	July 12, 2019	August 6, 2019	• The offering closed, and payment made by the Manager and other obligations were paid through the proceeds of the Offering
Series #99SS1 Interests	Series #99SS1	1999 Shelby Series 1	\$137,500	September 4, 2019	September 11, 2019	• The offering closed, and payment made by the Manager and other obligations were paid through the proceeds of the Offering
Series #94FS1 Interests	Series #94FS1	1994 Ferrari 348 Spider	\$145,000	September 12, 2019	September 17, 2019	• The offering closed, and payment made by the Manager and other obligations were paid through the proceeds of the Offering
Series #61MG1 Interests	Series #61MG1	1961 Maserati 3500GT	\$340,000	September 20, 2019	September 30, 2019	• The offering closed, and payment made by the Manager and other obligations were paid through the proceeds of the Offering
Series #92CC1 Interests	Series #92CC1	1992 Chevrolet Corvette ZR1	\$52,500	September 27, 2019	October 2, 2019	• The offering closed, and the purchase option was exercised. All obligations under the purchase option agreement and other obligations repaid with the proceeds of the Offering
Series #89FT1 Interests	Series #89FT1	1989 Ferrari Testarossa	\$180,000	October 4, 2019	October 11, 2019	• The offering closed, and the purchase option was exercised. All obligations under the purchase option agreement and other obligations repaid with the proceeds of the Offering
Series #80PN1 Interests	Series #80PN1	1980 Porsche 928	\$48,000	November 1, 2019	November 6, 2019	• The offering closed, and payment made by the Manager and other obligations were paid through the proceeds of the Offering
Series #89FG2 Interests	Series #89FG2	1989 Ferrari 328 GTS	\$127,500	November 8, 2019	November 14, 2019	• The offering closed, and payment made by the Manager and other obligations were paid through the proceeds of the Offering
Series #88LL1 Interests	Series #88LL1	1988 Lamborghini LM002	\$292,000	November 18, 2019	December 8, 2019	• The offering closed, and the purchase option was exercised. All obligations under the purchase option agreement and other obligations repaid with the proceeds of the Offering
Total at 12/31/2019	42 Series		\$7,435,700			

See Note I, Subsequent Events for additional details on closings of initial offerings after December 31, 2019.

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE A - DESCRIPTION OF ORGANIZATION AND BUSINESS OPERATIONS (CONTINUED)

ASSET DISPOSITIONS

The Company received unsolicited take-over offers for the Underlying Assets listed in the table below. Per the terms of the Company's Operating Agreement, the Company, together with the Company's advisory board evaluates the offers and determines that if, on a case by case basis, it is in the interest of the Investors to sell the Underlying Asset. In certain instances, as was the case with the 2003 Porsche 911 GT2, the Company may decide to sell an Underlying Asset, that is on the books of the Company, but not yet transferred to a particular Series, because no offering has yet occurred. In these instances, the anticipated offering related to such Underlying Asset will be cancelled.

Series	Underlying Asset	Date of Sale Agreement	Total Sale Price	Total Initial Offering Price / Per Interest	Total Distribution to Interest Holders / Per Interests	Commentary
#00FM1	2000 Ford Mustang Cobra R	04/15/2019	\$60,000	\$49,500 / \$24.75	\$58,240 / \$29.12	\$60,000 acquisition offer for 2000 Ford Mustang Cobra R accepted on 04/15/2019 with subsequent cash distribution to the Investors and dissolution of the Series upon payment of currently outstanding tax liabilities.
2003 Porsche 911 GT2 (1)		4/17/2019	\$110,000	Initial Purchase Price \$137,000		\$110,000 acquisition offer for 2003 Porsche 911 GT2 accepted on 04/17/2019, prior to the launch of the offering (the Underlying Asset was never transferred to a Series). Subsequent loss on sale incurred by the Manager and cancellation of the previously anticipated offering.
#06FS1 (2)	2006 Ferrari F430 Spider "Manual"	5/10/2019	\$227,500	\$199,000 / \$39.80	\$ 230,000 / \$46.00	\$227,500 acquisition offer for 2006 Ferrari F430 Spider "Manual" accepted on 05/10/2019 with subsequent cash distribution to the Investors and dissolution of the Series upon payment of currently outstanding tax liabilities.

Note: Total Distribution to Interest Holders includes cash on balance sheet of Series and is net of corporate level taxes on gain on sale.

At the time of the sale the Underlying Asset was still owned by RSE Collection, LLC and not by any Series.

Solely in the case of Series #06FS1, the Manager made an additional capital contribution to the Series to cover corporate level taxes on the gain on sale.

Sale of the 2000 Ford Mustang Cobra R:

The Company received an acquisition offer for the Underlying Asset of Series #00FM1, the 2000 Ford Mustang Cobra R for \$60,000 vs. the initial purchase price of \$43,000 for a gain on sale of \$14,438, net of \$2,562 of capitalized acquisition expenses. The Company accepted the acquisition offer on April 15, 2019 and distributed cash to interest holders on April 24, 2019. At the time of the sale, Series #00FM1 had \$2,000 of cash and \$8 of pre-paid insurance on the balance sheet.

The transaction resulted in corporate level taxes on the gain on sale of \$2,711, net of \$1,057 of net-loss-carryforward, based on a 21% federal corporate and statutory state tax rate, for the which the Series has retained funds on its balance sheet.

The Manager originally estimated income taxes payable related to the sale of the asset at \$3,760. Upon filing for the final tax returns of the Series in 2020, the Manager determined the amount of income tax expense to be \$2,711.

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE A - DESCRIPTION OF ORGANIZATION AND BUSINESS OPERATIONS (CONTINUED)

Total distribution to interest holders including cash, excluding \$1,049 remaining on the balance sheet of the Series, but net of corporate level taxes were \$58,240 or \$29.12 per Interest vs the initial offering price of \$49,500 or \$24.75 per Interest.

Series #00FM1 has been dissolved upon payment of all tax liabilities of \$2,711. \$1,049 of cash related to the Series currently remain on the books of the Manager.

Sale of the 2003 Porsche 911 GT2:

The Company received an acquisition offer for the 2003 Porsche 911 GT2 for \$110,000 vs. the initial purchase price of \$137,000 for a loss on sale of \$27,150, net of \$150 of capitalized acquisition expenses. The Company accepted the acquisition offer on April 17, 2019 and distributed cash to the Manager on December 31, 2019. At the time of the sale, no offering for a Series related to the 2003 Porsche 911 GT2 had occurred and as such the Underlying Asset was not yet owned by any Series. As such, no interest holders received any distributions.

Proceeds from the sale were used to pay-down \$110,000 of Due to Manager to the Manager. The remaining liability, comprising the loss on sale of \$27,150 was waived by the Manager and the amount was reclassified from Due to Manager to Capital Contribution. The anticipated offering for a Series related to the 2003 Porsche 911 GT2 was cancelled upon the sale.

Series #03PG1 has been dissolved upon payment of all currently tax liabilities of \$50.

Sale of the 2006 Ferrari F430 Spider "Manual":

The Company received an acquisition offer for the Underlying Asset of Series #06FS1, the 2006 Ferrari F430 Spider "Manual" for \$227,500 vs. the initial purchase price of \$192,500 for a gain on sale of \$34,714, net of \$286 of capitalized acquisition expenses. The Company accepted the acquisition offer on May 10, 2019 and distributed cash to interest holders on May 23, 2019. At the time of the sale, Series #06FS1 had \$2,485 of cash and \$95 of pre-paid insurance on the balance sheet.

The transaction resulted in corporate level taxes on the gain on sale of \$9,152, net of \$2,145 of net-loss-carryforward, based on a 21% federal corporate and statutory state tax rate, for the which the Series has retained funds on its balance sheet. Solely in the case of Series #06FS1, the Manager made an additional Capital Contribution of \$6,746 to the Series to cover the corporate level taxes on behalf of the interest holders.

The Manager originally estimated income taxes payable related to the sale of the asset at \$9,152. Upon filing for the final tax returns of the Series in 2020, the Manager determined the amount of income tax expense to be \$6,746. As a result, the Series will repay the Manager the excess capital contribution of \$2,406 in 2020.

Total distribution to interest holders including cash, was \$230,000 or \$46.00 per Interest vs the initial offering price of \$199,000 or \$39.80 per Interest.

Series #06FS1 has been dissolved upon payment of tax liabilities of \$6,746. Remaining cash on the balance sheet has been paid back to the Manager.

See Note I, Subsequent Events for additional details on asset dispositions after December 31, 2019.

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1. Basis of Presentation

The accompanying financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP").

The consolidated financial statements include the accounts of RSE Collection, LLC and the accounts of Series #77LE1. Interests in Series #77LE1 were issued under Rule 506(c) of Regulation D and were thus not qualified under the Company's offering circular (as amended), and thus separate financial statements for Series #77LE1 are not presented.

All other offerings that had closed as of the date of the financial statements were issued under Tier 2 of Regulation A+ and qualified under the Company's offering circular (as amended). Separate financial statements are presented for each such Series.

2. Use of Estimates:

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period.

Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the financial statements, which management considered in formulating its estimate, could change in the near-term due to one or more future confirming events. Accordingly, the actual results could differ significantly from our estimates.

3. Cash and Cash Equivalents:

The Company considers all short-term investments with an original maturity of three months or less when purchased, or otherwise acquired, to be cash equivalents.

4. Offering Expenses:

Offering expenses related to the offering for a specific Series consist of underwriting, legal, accounting, escrow, compliance, filing and other expenses incurred through the balance sheet date that are directly related to a proposed offering and will generally be charged to members' equity upon the completion of the proposed offering. Offering expenses that are incurred prior to the closing of an offering for such Series, are being funded by the Manager and will generally be reimbursed through the proceeds of the offering related to the Series. However, the Manager has agreed to pay and not be reimbursed for offering expenses incurred with respect to the offerings for all Series that have had a closing as of the date of the financial statements and potentially other future offerings.

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

In addition to the discrete offering expenses related to a particular Series' offering, the Manager has also incurred legal, accounting, user compliance expenses and other offering related expenses during the years ended December 31, 2019 and December 31, 2018 in order to set up the legal and financial framework and compliance infrastructure for the marketing and sale of offerings. The Manager treats these expenses as operating expenses related to the Manager's business and will not be reimbursed for these through any activities or offerings related to the Company or any of the Series.

5. Operating Expenses:

Operating Expenses related to a particular asset include storage, insurance, transportation (other than the initial transportation from the assets location to the Manager's storage facility prior to the offering, which is treated as an "Acquisition Expense", as defined in Note B(6)), maintenance, professional fees such as annual audit and legal expenses and other asset specific expenses as detailed in the Manager's allocation policy, together the "Operating Expenses". We distinguish between pre-closing and post-closing Operating Expenses. Operating Expenses are expensed as incurred.

Except as disclosed with respect to any future offering, expenses of this nature that are incurred prior to the closing of an offering of Series of Interests, are funded by the Manager and are not reimbursed by the Company, the Series or economic members. Pre-closing expenses in this case are treated as capital contributions from the Manager to the Company and totaled \$49,429 for the year ended December 31, 2019 vs. \$19,878 for the year ended December 31, 2018.

During the year ended December 31, 2019 vs. the year ended December 31, 2018, RSE Collection incurred pre-closing Operating expenses and the following Series had closed Offerings and incurred post-closing Operating Expenses per the table below:

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

		Operating Expenses	
Applicable Series	Automobile	12/31/2019	12/31/2018
Series #77LE1	1977 Lotus Esprit S1	\$ 4,300	\$ 3,707
Series #69BM1	1969 Boss 302 Mustang	4,471	3,473
Series #85FT1	1985 Ferrari Testarossa	5,806	4,173
Series #88LJ1	1988 Lamborghini Jalpa	6,352	2,868
Series #55PS1	1955 Porsche Speedster	5,763	3,680
Series #95BL1	1995 BMW M3 Lightweight	4,421	1,768
Series #89PS1	1989 Porsche 911 Speedster	4,358	790
Series #90FM1	1990 Ford Mustang 7Up Edition	4,032	1,176
Series #83FB1	1983 Ferrari 512 BBi	5,264	1,831
Series #98DV1	1998 Dodge Viper GTS-R	4,457	799
Series #06FS1	2006 Ferrari F430 Spider	1,266	879
Series #93XJ1	1993 Jaguar XJ220	2,904	540
Series #02AX1	2002 Acura NSX-T	3,876	403
Series #99LE1	1999 Lotus Esprit Sport 350	4,235	215
Series #91MV1	1991 Mitsubishi 3000VT GR4	4,120	183
Series #92LD1	1992 Lancia Delta Martini 5 Evo	5,237	23
Series #94DV1	1994 Dodge Viper RT/10	4,281	79
Series #00FM1	2000 Ford Mustang Cobra R	1,057	-
Series #72MC1	1972 Mazda Cosmo Sport	4,284	-
Series #06FG1	2006 Ford GT	4,964	-
Series #11BM1	2011 BMW 1M, 6-Speed Manual	3,557	-
Series #80LC1	1980 Lamborghini Countach Turbo	4,217	-
Series #02BZ1	2002 BMW Z8	4,714	-
Series #88BM1	1988 BMW E30 M3	3,821	-
Series #63CC1	1963 Chevrolet Corvette Split Window	3,657	-
Series #76PT1	1976 Porsche 911 Turbo Cabrera	3,669	-
Series #75RA1	1975 Renault Alpine A110 1300	3,413	-
Series #65AG1	1965 Alfa Romeo Giulia Sprint Speciale	3,385	-
Series #93FS1	1993 Ferrari 348TS Series Speciale	1,530	-
Series #90MM1	1990 Mazda Miata	1,183	-
Series #61JE1	1961 Jaguar E-Type	3,048	-
Series #88PT1	1988 Porsche 944 Turbo S	1,322	-
Series #65FM1	1965 Ford Mustang 2+2 Fastback	2,697	-
Series #94LD1	1994 Lamborghini Diablo SE30 Jota	2,597	-
Series #99SS1	1999 Shelby Series 1	1,612	-
Series #94FS1	1994 Ferrari 348 Spider	870	-
Series #61MG1	1961 Maserati 3500GT	1,676	-
Series #92CC1	1992 Chevrolet Corvette ZR1	643	-
Series #89FT1	1989 Ferrari Testarossa	1,922	-
Series #80PN1	1980 Porsche 928	487	-
Series #89FG2	1989 Ferrari 328 GTS	461	-
Series #88LL1	1988 Lamborghini LM002	1,378	-
RSE Collection		49,429	19,878
Total Operating Expenses		\$ 186,736	\$ 46,465

Note: Series #77LE1 Interests were issued under Rule 506(c) and as such Series #77LE1 has not been broken out as a separate Series in the financial statements but is included in the table above.

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Solely in the case of the Series with closed offerings listed in the table above, the Manager has elected that the post-closing Operating Expenses for the year ended December 31, 2019 will be borne by the Manager and not reimbursed and are accounted for as capital contributions by the Manager for each of the Series. The Manager had made the same election for the post-closing Operating Expenses incurred during the year ended December 31, 2018.

6. Capital Assets:

Underlying Assets are recorded at cost. The cost of the Underlying Asset includes the purchase price, including any deposits for the Underlying Asset funded by the Manager and “Acquisition Expenses,” which include transportation of the Underlying Asset to the Manager’s storage facility, pre-purchase inspection, pre-offering refurbishment, and other costs detailed in the Manager’s allocation policy.

The Company treats Underlying Assets as collectible and therefore the Company will not depreciate or amortize the Underlying Assets going forward. The Underlying Assets are considered long-lived assets and will be subject to an annual test for impairment. These long-lived assets are reviewed for impairment annually or whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset.

The Underlying Assets are initially purchased by the Company, either prior to launching an offering or through the exercising of a purchase option simultaneous with the closing of an offering for a particular Series. At closing of an offering for a Series of Interests the Underlying Assets, including capitalized Acquisition Expenses, are then transferred to the Series. Assets are transferred at cost and the Company receives cash from the Series from the proceeds of the offering. The Company uses the proceeds of the transfer to pay off any debt or amounts owed under purchase options and Acquisition Expenses. Acquisition Expenses are typically paid for in advance by the Manager, except in the case of Acquisition Expenses that are anticipated, but might not be incurred until after a closing, such as registration fees or fees related to the transportation of an Underlying Asset from the seller to the Company’s warehouse and are thus only capitalized into the cost of the acquired Underlying Asset after the Underlying Asset has already been transferred to the Series. The Series uses the remaining cash to repay any accrued interest on loans or marketing expenses related to the preparation of the marketing materials for a particular offering, by distributing the applicable amount to the Company, accounted for as “Distribution to RSE Collection” on the balance sheet. Furthermore, the Series distributes the appropriate amounts for Brokerage Fee, the Custody Fee and, if applicable, the Sourcing Fee using cash from the offering. In case of a closing at a loss, the Manager will make an additional capital contribution to the Series to cover any losses, which is represented as “Distribution to Series” on the balance sheet. Any remaining cash on the balance sheet of the Series after distributions have been made is retained for payment of future operating expenses.

The Company, through non-interest-bearing payments from the Manager or loans from officers of the Manager and third-parties invested in Underlying Asset. For the year ended December 31, 2019, the total investment in assets was \$2,654,273 vs. \$4,980,119 during the year ended December 31, 2018. Driven by a lower number of Underlying Assets acquired during the year ended December 31, 2019. The values for the respective years exclude \$375,498 related to the Underlying Assets purchased in 2018 and sold in 2019

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Of the \$2,654,273 of investments during the year ended December 31, 2019, \$2,606,874 were related to the purchase price of, or down payments on Underlying Assets, vs. \$4,932,013 during the year ended December 31, 2018. This brings the total spent on purchase price and down-payments at December 31, 2019 to \$8,040,358, since the inception of the Company in August of 2016 vs. \$5,433,484 at December 31, 2018.

Acquisition Expenses related to a particular Series, that are incurred prior to the closing of an offering, are initially funded by the Manager but will be reimbursed with the proceeds from an offering related to such Series, to the extent described in the applicable offering document. Unless, to the extent that certain Acquisition Expenses are anticipated prior to the closing, but incurred after the closing of an offering, for example registration fees, in which case, additional cash from the proceeds of the offering will be retained on the Series balance sheet to cover such future anticipated Acquisition Expenses after the closing of the offering. Acquisition Expenses are capitalized into the cost of the Underlying Asset as per the table below. Should a proposed offering prove to be unsuccessful, the Company will not reimburse the Manager and these expenses will be accounted for as capital contributions, and the Acquisition Expenses will be expensed.

For the year ended December 31, 2019, \$47,399 of Acquisition Expenses related to the registration, transportation, inspection, repair of Underlying Assets and other acquisition related expenses were incurred vs. \$48,106 during the year ended December 31, 2018. The Acquisition Expenses for the year ended December 31, 2019 were similar in amount to those for the year ended December 31, 2018 in spite of the lower number of Underlying Asset purchased in the year ended December 31, 2019, driven by the higher transportation costs related to the acquisition of Underlying Assets during the year ended December 31, 2019.

The total investment in Underlying Assets since the inception of the Company in August of 2016 is as follows, excluding the total investments of any Series for which the Underlying Assets have been sold:

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

As of 12/31/2019										
Capitalized Costs										
Applicable Series			Asset	Purchase Price / Down-payment	Trans- portation	Pre- Purchase Inspection	Improve- ment	Regis- tration	Other	Total
Asset 1	Series #77LE1	(1,3)	1977 Lotus Esprit S1	\$ 69,400	\$ 550	\$ -	\$ -	\$ 237	\$ -	\$ 70,187
Asset 2	Series #69BM1	(1)	1969 Boss 302 Mustang	102,395	2,600	1,000	-	271	-	106,266
Asset 3	Series #85FT1	(1)	1985 Ferrari Testarossa	172,500	2,498	557	-	271	-	175,826
Asset 4	Series #88LJ1	(1)	1988 Lamborghini Jalpa	127,176	1,650	720	2,565	271	-	132,382
Asset 5	Series #55PS1	(1)	1955 Porsche Speedster	405,000	2,100	400	-	286	600	408,386
Asset 6	Series #93XJ1	(1)	1993 Jaguar XJ220	460,000	1,200	-	26,500	286	600	488,586
Asset 7	Series #83FB1	(1)	1983 Ferrari 512 BBi	330,000	1,200	1,320	-	286	-	332,806
Asset 8	Series #89PS1	(1)	1989 Porsche 911 Speedster	160,000	-	-	-	-	-	160,000
Asset 9	Series #90FM1	(1)	1990 Ford Mustang 7Up Edition	14,500	-	-	-	286	-	14,786
Asset 10	Series #95BL1	(1)	1995 BMW M3 Lightweight	112,500	1,195	-	75	421	350	114,541
Asset 11	Series #98DV1	(1)	1998 Dodge Viper GTS-R	120,000	1,895	-	649	-	-	122,544
Asset 12	Series #02AX1	(1)	2002 Acura NSX-T	100,000	1,500	-	-	286	-	101,786
Asset 13	Series #99LE1	(1)	1999 Lotus Esprit Sport 350	62,100	1,300	-	585	286	-	64,271
Asset 14	Series #91MV1	(1)	1991 Mitsubishi 3000VT GR4	33,950	800	-	400	287	-	35,437
Asset 15	Series #94DV1	(1)	1994 Dodge Viper RT/10	52,500	-	-	-	287	-	52,787
Asset 16	Series #92LD1	(1)	1992 Lancia Delta Martini 5 Evo	146,181	10,514	-	964	243	-	157,902
Asset 17	Series #72MC1	(1)	1972 Mazda Cosmo Sport	115,000	265	-	-	297	-	115,562
Asset 18	Series #06FG1	(1)	2006 Ford GT	309,000	-	-	-	286	-	309,286
Asset 19	Series #11BM1	(1)	2011 BMW 1M, 6-Speed Manual	78,500	1,000	-	-	286	-	79,786
Asset 20	Series #80LC1	(1)	1980 Lamborghini Countach Turbo	610,000	1,950	207	-	282	-	612,439
Asset 21	Series #02BZ1	(1)	2002 BMW Z8	185,000	525	-	490	286	-	186,301
Asset 22	Series #88BM1	(1)	1988 BMW E30 M3	135,000	525	239	415	286	-	136,465
Asset 23	Series #63CC1	(1)	1963 Chevrolet Corvette Split Window	120,000	-	-	-	286	-	120,286
Asset 24	Series #76PT1	(1)	1976 Porsche 911 Turbo Cabrera	179,065	2,500	500	450	287	-	182,802
Asset 25	Series #75RA1	(1)	1975 Renault Alpine A110 1300	75,000	250	-	266	287	100	75,903
Asset 26	Series #65AG1	(1)	1965 Alfa Romeo Giulia Sprint Speciale	170,000	-	-	-	286	-	170,286
Asset 27	Series #93FS1	(1)	1993 Ferrari 348TS Series Speciale	130,000	850	-	-	286	-	131,136
Asset 28	Series #90MM1	(1)	1990 Mazda Miata	22,000	900	-	-	287	-	23,187
Asset 29	Series #61JE1	(1)	1961 Jaguar E-Type	235,000	-	-	-	288	100	235,388
Asset 30	Series #88PT1	(1)	1988 Porsche 944 Turbo S	61,875	905	-	-	-	-	62,780
Asset 31	Series #65FM1	(1)	1965 Ford Mustang 2+2 Fastback	75,000	700	-	-	297	-	75,997

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Asset 32	Series #94LD1	(1)	1994 Lamborghini Diablo SE30 Jota	570,000	1,950	-	-	286	-	572,236
Asset 33	Series #99SS1	(1)	1999 Shelby Series 1	126,575	1,650	716	-	286	-	129,227
Asset 34	Series #94FS1	(1)	1994 Ferrari 348 Spider	135,399	2,795	-	-	288	-	138,482
Asset 35	Series #61MG1	(1)	1961 Maserati 3500GT	325,000	-	-	303	287	-	325,590
Asset 36	Series #92CC1	(1)	1992 Chevrolet Corvette ZR1	45,000	900	-	-	288	-	46,188
Asset 37	Series #89FT1	(1)	1989 Ferrari Testarossa	172,500	2,350	-	-	286	-	175,136
Asset 38	Series #80PN1	(1)	1980 Porsche 928	45,750	1,350	-	-	288	-	47,388
Asset 39	Series #89FG2	(1)	1989 Ferrari 328 GTS	118,500	775	-	-	287	-	119,562
Asset 40	Series #88LL1	(1)	1988 Lamborghini LM002	275,000	2,225	-	-	286	-	277,511
Asset 41	Series #90ME1	(2)	1990 Mercedes 190E 2.5-16 Evo II	251,992	10,469	-	-	304	-	262,766
Asset 42	Series #87FF1	(2)	1987 Ferrari 412	11,000	-	-	-	-	-	11,000
Asset 43	Series #82AV1	(2)	1982 Aston Martin V8 Vantage	285,000	-	-	1,078	286	-	286,364
Asset 44	Series #72FG2	(2)	1972 Ferrari 365 GTC/4	275,000	700	-	-	287	-	275,987
Asset 45	Series #86FT1	(2)	1986 Ferrari Testarossa	-	-	529	-	-	-	529
Asset 46	Series #95FF1	(2)	1995 Ferrari 355 Spider	105,000	3,200	-	-	288	-	108,488
Asset 47	Series #03SS1	(2)	2003 Saleen S7	330,000	-	-	-	-	-	330,000
Total				\$8,040,358	\$67,737	\$6,188	\$34,740	\$11,780	\$ 1,750	\$ 8,162,553

Capitalized Costs 2016	298,971	2,650	-	-	-	-	301,621
Capitalized Costs 2017	202,500	4,648	2,677	15,065	1,050	600	226,540
Capitalized Costs 2018	4,932,013	26,905	2,252	17,578	421	950	4,980,119
Capitalized Costs 2019	2,606,874	33,533	1,259	2,097	10,310	200	2,654,273
Grand Total	\$8,040,358	\$ 67,737	\$ 6,188	\$ 34,740	\$ 11,781	\$ 1,750	\$ 8,162,553

Note: Table excludes \$375,498 of capitalized costs related to Underlying Assets acquired in 2018 and sold in 2019, of which \$372,500 were related to purchase price / down payments and \$2,998 to Acquisition Expenses.

1. Offering for Series Interests closed at December 31, 2019 and Underlying Asset owned by applicable Series.
2. At December 31, 2019 owned by RSE Collection, LLC and not by any Series. To be owned by the applicable Series as of the closing of the applicable offering.
3. Series #77LE1 Interests were issued under Rule 506(c) and as such Series #77LE1 has not been broken out as a separate Series in the financial statements but is included in the table above.

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

7. Members' Equity:

Members' equity for the Company and any Series consists of capital contributions from the Manager, or its affiliates, Membership Contributions and the Net Income / (Loss) for the year.

Capital contributions from the Manager are made to cover Operating Expenses (as described in Note B(5) above), such as storage, insurance, transportation and ongoing accounting and legal expenses incurred by the Company or any of the Series, for which the Manager has elected not to be reimbursed.

Members' equity in Membership Contributions issued in a successful closing of an offering for a particular Series are calculated by taking the amount of membership Interests sold in an offering, net of Brokerage Fee, Custody Fee and Sourcing Fee as shown in the table below. In the case of a particular offering, the Brokerage Fee, the Custody Fee and Sourcing Fee (which may be waived by the Manager) related to the offering are paid from the proceeds of any successfully closed offering. These expenses will not be incurred by the Company or the applicable Series or the Manager, if an offering does not close. At December 31, 2019, the following offerings for Series Interests had closed:

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

Membership Contribution and Uses at Closing								
Applicable Series	Asset	Closing Date	Membership Interests	Brokerage Fee	Sourcing Fee	Custody Fee	Distributions	Total
Series #77LE1	1977 Lotus Esprit S1	4/13/2017	\$ 77,700	\$ 1,049	\$ 3,443	\$ -	\$ -	\$ 73,208
Series #69BM1	1969 Boss 302 Mustang	2/7/2018	115,000	778	2,986	-	-	111,236
Series #85FT1	1985 Ferrari Testarossa	2/16/2018	165,000	1,117	-	-	-	163,883
Series #88LJ1	1988 Lamborghini Jalpa	4/12/2018	135,000	914	578	-	-	133,508
Series #55PS1	1955 Porsche Speedster	6/6/2018	425,000	2,869	-	-	-	422,131
Series #93XJ1	1993 Jaguar XJ220	11/6/2018	495,000	3,487	-	3,713	-	487,801
Series #83FB1	1983 Ferrari 512 BBi	9/5/2018	350,000	2,522	9,162	2,625	-	335,691
Series #89PS1	1989 Porsche 911 Speedster	7/31/2018	165,000	470	1,771	1,238	-	161,521
Series #90FM1	1990 Ford Mustang 7Up Edition	7/31/2018	16,500	90	464	500	-	15,446
Series #95BL1	1995 BMW M3 Lightweight	7/12/2018	118,500	870	-	889	-	116,742
Series #98DV1	1998 Dodge Viper GTS-R	10/11/2018	130,000	954	2,314	975	-	125,757
Series #06FS1	2006 Ferrari F430 Spider	10/19/2018	199,000	1,463	774	1,493	195,271	-
Series #02AX1	2002 Acura NSX-T	11/30/2018	108,000	793	1,944	810	-	104,452
Series #99LE1	1999 Lotus Esprit Sport 350	12/4/2018	69,500	510	1,770	521	-	66,699
Series #91MV1	1991 Mitsubishi 3000VT GR4	12/7/2018	38,000	279	600	500	-	36,621
Series #94DV1	1994 Dodge Viper RT/10	12/26/2018	57,500	388	1,841	500	-	54,771
Series #92LD1	1992 Lancia Delta Martini 5 Evo	12/26/2018	165,000	1,114	2,219	1,238	-	160,430
Series #00FM1	2000 Ford Mustang Cobra R	1/4/2019	49,500	364	862	500	47,774	-
Series #72MC1	1972 Mazda Cosmo Sport	1/4/2019	124,500	542	2,474	934	-	120,551
Series #06FG1	2006 Ford GT	1/8/2019	320,000	2,316	3,198	2,400	-	312,086
Series #11BM1	2011 BMW 1M, 6-Speed Manual	1/25/2019	84,000	567	517	630	-	82,286
Series #80LC1	1980 Lamborghini Countach Turbo	2/11/2019	635,000	4,305	9,216	4,763	-	616,716
Series #02BZ1	2002 BMW Z8	2/11/2019	195,000	1,316	2,620	1,463	-	189,601
Series #88BM1	1988 BMW E30 M3	2/25/2019	141,000	952	226	1,058	-	138,765
Series #63CC1	1963 Chevrolet Corvette Split Window	3/18/2019	126,000	916	1,553	945	-	122,586
Series #76PT1	1976 Porsche 911 Turbo Cabrera	3/22/2019	189,900	1,382	1,793	1,424	-	185,301
Series #75RA1	1975 Renault Alpine A110 1300	4/9/2019	84,000	586	3,732	630	-	79,052
Series #65AG1	1965 Alfa Romeo Giulia Sprint Speciale	4/16/2019	178,500	1,272	1,903	1,339	-	173,986
Series #93FS1	1993 Ferrari 348TS Series Speciale	4/22/2019	137,500	1,011	1,272	1,031	-	134,186
Series #90MM1	1990 Mazda Miata	4/26/2019	26,600	196	918	500	-	24,986
Series #61JE1	1961 Jaguar E-Type	4/26/2019	246,000	1,661	3,858	1,845	-	238,636
Series #88PT1	1988 Porsche 944 Turbo S	7/23/2019	66,000	495	-	500	-	65,005
Series #65FM1	1965 Ford Mustang 2+2 Fastback	7/23/2019	82,500	619	1,966	619	-	79,297
Series #94LD1	1994 Lamborghini Diablo SE30 Jota	8/19/2019	597,500	4,481	11,251	4,481	-	577,286
Series #99SS1	1999 Shelby Series 1	9/12/2019	137,500	1,375	1,815	1,031	-	133,279
Series #94FS1	1994 Ferrari 348 Spider	9/18/2019	145,000	1,450	669	1,088	-	141,794
Series #61MG1	1961 Maserati 3500GT	9/30/2019	340,000	2,550	4,613	2,550	-	330,287
Series #92CC1	1992 Chevrolet Corvette ZR1	10/2/2019	52,500	525	2,875	500	-	48,600
Series #89FT1	1989 Ferrari Testarossa	10/11/2019	180,000	1,800	-	1,350	-	176,850
Series #80PN1	1980 Porsche 928	11/6/2019	48,000	480	-	500	-	47,020
Series #89FG2	1989 Ferrari 328 GTS	11/14/2019	127,500	1,275	1,719	956	-	123,550
Series #88LL1	1988 Lamborghini LM002	12/9/2019	292,000	2,920	3,115	2,190	-	283,775
Total			\$7,435,700	\$55,021	\$92,030	\$50,226	\$243,045	\$6,995,378

Note: represents Membership Contributions net of Brokerage Fee, Sourcing Fee and Custody Fee at closing of offering for respective Series.

Note: Series #77LE1 Interests were issued under Rule 506(c) and as such Series #77LE1 has not been broken out as a separate Series in the financial statements but is included in the table above.

Note: Underlying Assets for #06FS1 and #00FM1 were sold and membership distributions to Interest holders were made.

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

8. Income taxes:

Each existing Series has elected and qualified, and the Company intends that each future Series will elect and qualify, to be taxed as a corporation under the Internal Revenue Code of 1986. Each separate Series intends to be accounted for as described in ASC Topic 740, "*Income Taxes*," which requires an asset and liability approach to financial accounting and reporting for income taxes. Deferred income tax assets and liabilities are computed for differences between the financial statement and tax bases of assets and liabilities that will result in future taxable or deductible amounts, based on enacted tax laws and rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized.

The Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such positions are then measured based on the largest benefit that has a greater than 50% likelihood of being realized upon settlement. There were no uncertain tax positions as of December 31, 2019.

RSE Collection, LLC, as the master series of the Company intends to be taxed as a "partnership" or a "disregarded entity" for federal income tax purposes and will not make any election or take any action that could cause it to be separately treated as an association taxable as a corporation under Subchapter C of the Code.

9. Earnings (loss) / income per membership interest:

Upon completion of an offering, each Series intends to comply with accounting and disclosure requirement of ASC Topic 260, "*Earnings per Share*." For each Series, earnings (loss) / income per membership interest ("EPMI") will be computed by dividing net (loss) / income for a particular Series by the weighted average number of outstanding membership Interests in that particular Series during the year.

As of the year ended December 31, 2019, 41 Series, excluding Series #77LE1, had closed offerings vs. 16 during the year ended December 31, 2018 and the (losses) / income per membership Interest for each Series were as follows:

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Earnings (Loss) Per Membership Interest (EPMI)						
Applicable Series	Automobile	Membership Interests	12/31/2019		12/31/2018	
			Net (Loss) / Income	EPMI	Net Loss	EPMI
Series #69BM1	1969 Boss 302 Mustang	2,000	(4,471)	(\$2.24)	\$ (3,473)	(\$1.74)
Series #85FT1	1985 Ferrari Testarossa	2,000	(5,806)	(2.90)	(4,173)	(2.09)
Series #88LJ1	1988 Lamborghini Jalpa	2,000	(6,352)	(3.18)	(2,868)	(1.43)
Series #55PS1	1955 Porsche Speedster	2,000	(5,763)	(2.88)	(3,678)	(1.84)
Series #95BL1	1995 BMW M3 Lightweight	2,000	(4,41)	(2.21)	(1,768)	(0.88)
Series #89PS1	1989 Porsche 911 Speedster	2,000	(4,358)	(2.18)	(790)	(0.39)
Series #90FM1	1990 Ford Mustang 7Up Edition	2,000	(4,032)	(2.02)	(1,176)	(0.59)
Series #83FB1	1983 Ferrari 512 BBi	5,000	(5,264)	(1.05)	(1,831)	(0.37)
Series #98DV1	1998 Dodge Viper GTS-R	2,000	(4,457)	(2.23)	(799)	(0.40)
Series #06FS1	2006 Ferrari F430 Spider	5,000	26,702	5.34	(879)	(0.18)
Series #93XJ1	1993 Jaguar XJ220	5,000	(2,904)	(0.58)	(539)	(0.11)
Series #02AX1	2002 Acura NSX-T	2,000	(3,876)	(1.94)	(402)	(0.20)
Series #99LE1	1999 Lotus Esprit Sport 350	2,000	(4,235)	(2.12)	(215)	(0.11)
Series #91MV1	1991 Mitsubishi 3000VT GR4	2,000	(4,120)	(2.06)	(183)	(0.09)
Series #92LD1	1992 Lancia Delta Martini 5 Evo	3,000	(5,237)	(1.75)	(23)	(0.01)
Series #94DV1	1994 Dodge Viper RT/10	2,000	(4,281)	(2.14)	(79)	(0.04)
Series #00FM1	2000 Ford Mustang Cobra R	2,000	10,670	5.34	-	-
Series #72MC1	1972 Mazda Cosmo Sport	2,000	(4,284)	(2.14)	-	-
Series #06FG1	2006 Ford GT	5,000	(4,964)	(0.99)	-	-
Series #11BM1	2011 BMW 1M, 6-Speed Manual	2,000	(3,557)	(1.78)	-	-
Series #80LC1	1980 Lamborghini Countach Turbo	5,000	(4,217)	(0.84)	-	-
Series #02BZ1	2002 BMW Z8	3,000	(4,714)	(1.57)	-	-
Series #88BM1	1988 BMW E30 M3	3,000	(3,821)	(1.27)	-	-
Series #63CC1	1963 Chevrolet Corvette Split Window	2,000	(3,657)	(1.83)	-	-
Series #76PT1	1976 Porsche 911 Turbo Cabrera	3,000	(3,669)	(1.22)	-	-
Series #75RA1	1975 Renault Alpine A110 1300	3,000	(3,413)	(1.14)	-	-
Series #65AG1	1965 Alfa Romeo Giulia Sprint Speciale	2,000	(3,385)	(1.69)	-	-
Series #93FS1	1993 Ferrari 348TS Series Speciale	2,000	(1,530)	(0.77)	-	-
Series #90MM1	1990 Mazda Miata	5,000	(1,183)	(0.24)	-	-
Series #61JE1	1961 Jaguar E-Type	3,000	(3,048)	(1.02)	-	-
Series #88PT1	1988 Porsche 944 Turbo S	2,200	(1,322)	(0.60)	-	-
Series #65FM1	1965 Ford Mustang 2+2 Fastback	2,000	(2,697)	(1.35)	-	-
Series #94LD1	1994 Lamborghini Diablo SE30 Jota	5,000	(2,597)	(0.52)	-	-
Series #99SS1	1999 Shelby Series 1	1,000	(1,612)	(1.61)	-	-
Series #94FS1	1994 Ferrari 348 Spider	2,000	(870)	(0.44)	-	-
Series #61MG1	1961 Maserati 3500GT	5,000	(1,676)	(0.34)	-	-
Series #92CC1	1992 Chevrolet Corvette ZR1	2,000	(643)	(0.32)	-	-
Series #89FT1	1989 Ferrari Testarossa	4,000	(1,922)	(0.48)	-	-
Series #80PN1	1980 Porsche 928	5,000	(487)	(0.10)	-	-
Series #89FG2	1989 Ferrari 328 GTS	1,700	(461)	(0.27)	-	-
Series #88LL1	1988 Lamborghini LM002	2,000	(1,378)	(0.69)	-	-

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE C - RELATED PARTY TRANSACTIONS

Series Members

The managing member of the Company is the Manager. The Company will admit additional members to each of its Series through the offerings of membership Interests in each Series. By purchasing an Interest in a Series of Interests, the investor is admitted as a member of the Series and will be bound by the Company's Operating Agreement. Under the Operating Agreement, each investor grants a power of attorney to the Manager. The Operating Agreement provides the Manager with the ability to appoint officers and advisory board members.

Officer and Affiliate Loans

Individual officers and affiliates of the Manager have made loans to the Company to facilitate the purchase of collectible Assets prior to the closing of a Series' offering. Each of the loans and related interest have been paid by the Company through proceeds of the offering associated with a Series. Once the Series repays the Company and other parties, such as the Manager, the broker of record and the custody broker and their respective affiliates, from the proceeds of a closed offering, the Assets was transferred to the related Series and it is anticipated that no Series will bear the economic effects of any loan made to purchase another Asset.

The table below indicates the timing of the loans made to the Company by officers and affiliates of the Manager and the associated accrued interest and principal payments made at the timing of the respective Series associated with the Underlying Assets originally acquired by the respective loans. For any future Series for which the Company receives a loan to finance the acquisition of the Underlying Asset, the Company intends to repay any such outstanding related-party loans plus accrued interest upon completion of the applicable related offerings.

Related Party Transactions: Officer and Affiliate Loans							
Loan	Series	Principal	Accrued Interest	Status	Loan Date	Annual Interest Rate	Offering Closed Date
Loan 1	#77LE1	\$ 69,400	\$ 241	Repaid from proceeds	10/3/2016	0.66%	4/13/2017
Loan 2	69BM1	97,395	821	Repaid from proceeds	10/31/2016	0.66%	2/9/2018
Loan 4	#85FT1	47,500	401	Repaid from proceeds	6/1/2017	1.18%	2/16/2018
Loan 3	#88LJ1	119,676	1,126	Repaid from proceeds	11/23/2016	0.68%	4/12/2018
Loan 5	#55PS1	20,000	228	Repaid from proceeds	7/1/2017	1.22%	6/6/2018
Loan 6	#55PS1	100,000	550	Repaid from proceeds	2/15/2018	1.81%	6/6/2018
Loan 7	#93XJ1	25,000	336	Repaid from proceeds	3/2/2018	1.96%	11/7/2018
Loan 8	#95BL1	10,000	60	Repaid from proceeds	3/30/2018	1.96%	7/12/2018
Loan 9	#93XJ1	145,000	4,767	Repaid from proceeds	3/2/2018	10.00%	7/1/2018
Loan 10	98DV1	80,000	513	Repaid from proceeds	6/28/2018	2.34%	10/6/2018
Loan 11	#02AX1	100,000	481	Repaid from proceeds	9/21/2018	2.51%	11/30/2018
Loan 12	#99LE1	62,100	243	Repaid from proceeds	10/9/2018	2.55%	12/4/2018
Additional		1,900	-	Repaid additional amount outstanding			6/6/2018
Amounts repaid as of 12/31/2018		\$ (877,971)	\$ (9,767)				
Balance 12/31/2018		\$ -	\$ -				

Note: \$1,900 additional loan not related to a specific Underlying Asset, originally intended for additional Underlying Asset acquisitions, but repaid.

Note: Principal not including \$205,000 and accrued interest not including \$309 related to the J.J. Best third-party loan.

Note: Series #77LE1 Interests were issued under Rule 506(c) and as such Series #77LE1 has not been broken out as a separate Series in the financial statements but is included in the table above.

As of December 31, 2019, and as of December 31, 2018, no loans to the Company were outstanding to either officers or affiliates of the Manager.

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE D -DEBT

On April 30, 2019, the Manager and the Company, including an affiliate of the Manager, entered into a \$1.5 million revolving line of credit (the “LoC”) with Silicon Valley Bank. The LoC allowed the Manager to draw up to 80% of the value of an Underlying Assets for any asset held on the books of the Company for less than 180 days. Interest rate on any amounts outstanding under the LoC accrued at a floating per annum rate equal to the greater of (i) 0.50% above the Prime Rate (defined as the rate published in the money rates section of The Wall Street Journal) and (ii) 6.0%. Interest expense was paid monthly by the Manager. The Company was also held jointly and severally liable for any amounts outstanding under this LoC. On December 20, 2019, the Manager and the Company cancelled the LoC and repaid \$220,000 outstanding under the LoC plus accrued interest of \$1,100.

Simultaneous with the cancellation of the LoC, the Manager and the Company, including an affiliate of the Manager, entered into a \$2.25 million demand note (the “DM”) with Upper90. The DM allowed the Manager to draw up to 100% of the value of the Underlying Assets for any asset held on the books of the Company. Interest rate on any amounts outstanding under the DM accrued at a fixed per annum rate of 15%. The Company is also held jointly and severally liable for any amounts outstanding under this DM. The Manager expects to replace the DM with permanent financing from Upper90 with similar terms as the DM during the second quarter of 2020.

As of December 31, 2019, \$1,560,000 debt plus \$7,800 of accrued interest was outstanding under the DM. Of the \$1,560,000 outstanding, \$995,000 were related to automobile assets and the remainder to assets of the affiliate of the Manager, per the table below:

Borrowing Base				
Asset Type	Series	Underlying Asset	\$ Borrowed	Date Drawn
Automobile	#81AV1	1982 Aston Martin V8 Vantage	\$ 285,000	12/20/2019
Automobile	#72FG2	1972 Ferrari 365 GT C/4	275,000	12/20/2019
Automobile	#95FF1	1995 Ferrari 355 Spider	105,000	12/20/2019
Automobile	#03SS1	2003 Series Saleen S7	330,000	12/20/2019
Memorabilia	#98JORDAN	1998 Michael Jordan Jersey	120,000	12/20/2019
Memorabilia	#33RUTH	1933 Babe Ruth Card	74,000	12/20/2019
Memorabilia	#56MANTLE	1956 Mickey Mantle Card	9,000	12/20/2019
Memorabilia	#88JORDAN	1988 Air Jordan III Sneakers	20,000	12/20/2019
Memorabilia	#AGHOWL	First Edition Howl and Other Poems	15,500	12/20/2019
Memorabilia	ROOSEVELT	First Edition African Game Trails	17,000	12/20/2019
Memorabilia	#ULYSSES	1935 First Edition Ulysses	22,000	12/20/2019
Memorabilia	#YOKO	First Edition Grapefruit	12,500	12/20/2019
Memorabilia	BIRKINBOR	2015 Hermès Bordeaux Birkin	50,000	12/20/2019
Memorabilia	HIMALAYA	2014 Hermès Himalaya Birkin	130,000	12/20/2019
Memorabilia	#SPIDER1	1963 Amazing Spider-Man #1	20,000	12/20/2019
Memorabilia	#BATMAN3	1940 Batman #3	75,000	12/20/2019
Total			\$ 1,560,000	

Note: Series #81AV1, Series #72FG2, Series #95FF1 and Series #03SS1 are Series of Company, the remainder are Series of an affiliate of the Manager.

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE E - REVENUE, EXPENSE AND COST ALLOCATION METHODOLOGY

Overview of Revenues

As of December 31, 2019, we have not yet generated any revenues directly attributable to the Company or any Series to date. In addition, we do not anticipate the Company or any Series to generate any revenue in excess of costs associated with such revenues until 2021. In early 2019, the Manager of the Company launched its first showroom in New York City and in mid-2019 launched an online shopping experience for merchandise. In future, the Manager of the Company plans to roll out additional opportunities for revenue generation including additional showrooms.

Overview of Costs and Expenses

The Company distinguishes costs and expenses between those related to the purchase of a particular Underlying Asset and Operating Expenses related to the management of such Asset assets.

Fees and expenses related to the purchase of an Underlying Asset include Offering Expenses, Acquisition Expenses, Brokerage Fee, Custody Fee and Sourcing Fee.

Within Operating Expenses, the Company distinguishes between Operating Expenses incurred prior to the closing of an offering and those incurred after the closing of an offering. Although these pre- and post-closing Operating Expenses are similar in nature and consist of expenses such as storage, insurance, transportation, marketing and maintenance and professional fees such as ongoing bookkeeping, legal and accounting expenses associated with a Series, pre-closing Operating Expenses are borne by the Manager and are not expected to be reimbursed by the Company or the economic members. Post-closing Operating Expenses are the responsibility of each Series of Interest and may be financed through (i) revenues generated by the Series or cash reserves at the Series or (ii) contributions made by the Manager, for which the Manager does not seek reimbursement or (iii) loans by the Manager, for which the Manager may charge a rate of interest or (iv) issuance of additional Interest in a Series (at the discretion of the Manager).

Allocation Methodology

Allocation of revenues and expenses and costs will be made amongst the various Series in accordance with the Manager's allocation policy. The Manager's allocation policy requires items that are related to a specific Series to be charged to that specific Series. Items not related to a specific Series will be allocated pro rata based upon the value of the underlying Asset assets or the number of Assets, as stated in the Manager's allocation policy and as determined by the Manager. The Manager may amend its allocation policy in its sole discretion from time to time.

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE E - REVENUE, EXPENSE AND COST ALLOCATION METHODOLOGY (CONTINUED)

Allocation Methodology or Description by Category

- *Revenue:* Revenues from the anticipated commercialization of the collection of Assets will be allocated amongst the Series whose underlying Assets are part of the commercialization events, based on the value of the underlying Asset assets. No revenues attributable directly to the Company or any Series have been generated during the year ended December 31, 2019.
- *Offering Expenses:* Offering Expenses, other than those related to the overall business of the Manager (as described in Note B(4)) are funded by the Manager and generally reimbursed through the Series proceeds upon the closing of an offering. Offering Expenses are charged to a specific Series.
- *Acquisition Expenses:* Acquisition Expenses (as described in Note B(6)), are typically funded by the Manager, and reimbursed from the Series proceeds upon the closing of an offering. Unless, to the extent that certain Acquisition Expenses are anticipated prior to the closing, but incurred after the closing of an offering, for example registration fees, in which case, additional cash from the proceeds of the offering will be retained on the Series balance sheet to cover such future anticipated Acquisition Expenses after the closing of the offering. Acquisition Expenses incurred are capitalized into the cost of the Underlying Asset on the balance sheet of the Company and subsequently transferred to the Series upon closing of the offering for the Series Interests.
- *Sourcing Fee / Losses:* The Sourcing Fee is paid to the Manager from the Series proceeds upon the close of an offering (see note B(7)) and is charged to the specific Series. Losses incurred related to closed offerings, due to shortfalls between proceeds from closed offerings and costs incurred in relation to these offerings are charged to the specific Series but are reimbursed by the Manager and accounted for as capital contributions to the Series (as described in Note B(6)).
- *Brokerage Fee:* The Brokerage Fee is paid to the Broker of record from the Series proceeds upon the closing of an offering (see note B(7)) and is charged to the specific Series.
- *Custody Fee:* The Custody Fee is paid to the Custodian from the Series proceeds upon the closing of an offering (see note B(7)) and is charged to the specific Series. For the offerings for Series #77LE1, Series #69BM1, Series #85FT1, Series #88LJ1 and Series #55PS1, no custody agreement was in place prior to the close of the offerings, and as such, no Custody Fee was due at the time of closing. Should a Custody Fee become applicable for these offerings at a later date, the costs will be borne by the Manager and the Manager will not be reimbursed. For all subsequent offerings, the Custody Fee will be paid for from the proceeds of the offering.
- *Operating Expenses:* Operating Expenses (as described in Note B(5)), including storage, insurance, maintenance costs, transportation, professional fees and marketing and other Series related Operating Expenses, are expensed as incurred:
 - Pre-closing Operating Expenses are borne by the Manager and accounted for as capital contributions from the Manager to the Company and are not reimbursed.
 - Post-closing Operating Expenses are the responsibility of each individual Series.
 - If not directly charged to the Company or a Series, Operating Expenses are allocated as follows:
 - Insurance: based on the premium rate allocated by value of the Underlying Assets
 - Storage and transportation: based on the number of Underlying Assets
 - Professional fees: \$100 per Series per month

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE F - FREE CASH FLOW DISTRIBUTIONS AND MANAGEMENT FEES

Any available Free Cash Flow of a Series of Interests shall be applied in the following order of priority, at the discretion of the Manager:

- i) Repayment of any amounts outstanding under Operating Expenses Reimbursement Obligations.
- ii) Thereafter, reserves may be created to meet future Operating Expenses for a particular Series.
- iii) Thereafter, at least 50% of Free Cash Flow (net of corporate income taxes applicable to such Series of Interests) may be distributed as dividends to interest holders of a particular Series.
- iv) The Manager may receive up to 50% of Free Cash Flow in the form of a management fee, which is accounted for as an expense to the statement of operations of a particular Series.

“Free Cash Flow” is defined as net income (as determined under GAAP) generated by any Series of Interests plus any change in net working capital and depreciation and amortization (and any other non-cash Operating Expenses) and less any capital expenditures related to the relevant Series.

As of December 31, 2019, and December 31, 2018, no distributions of Free Cash Flow or management fees were paid by the Company or in respect of any Series. The Company did make distributions to interest holders related to sale of Underlying Assets as described in “Asset Dispositions” in “Note A - Description Of Organization and Business Operations”.

NOTE G - INCOME TAX

As of December 31, 2019, and 2018, each individual Series has elected to be treated as a corporation for tax purposes.

No provision for income taxes for the years ended December 31, 2019 and 2018, respectively, has been recorded for any individual Series as all individual Series incurred net losses, except as detailed below. Each individual Series records a valuation allowance when it is more likely than not that some portion or all of the deferred tax assets primarily resulting from net operating losses will not be realized. The Company’s net deferred tax assets at December 31, 2019 and 2018 are fully offset by a valuation allowance (other than for Series #00FM1, #06FS1 and 2003 Porsche 911 GT2 as described below), and therefore, no tax benefit applicable to the loss for each individual Series for the years ended December 31, 2019 and 2018 has been recognized. Losses incurred after January 1, 2018 do not expire for federal income tax purposes.

Series #00FM1 and #06FS1 have sold their primary operating asset in the year ended December 31, 2019 and in addition the Company sold the Underlying Asset 2003 Porsche 911 GT2 prior to the launch of an offering for such Underlying Asset and at the time of the sale the asset was still on the books of the Company and any tax implications of the sale accrue to the members of the Company as it is considered a partnership for tax purposes (see Note A). As a result, the Company has recorded a provision for income taxes using an effective tax rate as shown below:

Provision for income taxes		
Series #	#06FS1	#00FM1
Income before provision for income taxes	34,714	14,438
Reversal of valuation allowance	(2,145)	(1,057)
Taxed at federal and state statutory rates	21%	21%
Provision for income taxes	\$ 6,746	\$ 2,711

Reconciliation of the benefit expense for income taxes from continuing operations recorded in the consolidated statements of operations with the amounts computed at the statutory federal tax rates is shown below. RSE Collection has elected to be treated as a partnership; thus, for the years ended December 31, 2019 and 2018 the only tax affected components of deferred tax assets and deferred tax liabilities related to closed Series.

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE G - INCOME TAX (CONTINUED)

Federal Tax Benefit at Statutory Rate for the Year Ended December 31, 2019:

Applicable Series	Federal Tax Benefit at Statutory Rate	Change in Valuation Allowance	Benefit for Income Taxes
Series #77LE1	\$ (903)	\$ 903	\$ -
Series #69BM1	(939)	939	-
Series #85FT1	(1,219)	1,219	-
Series #88LJ1	(1,334)	1,334	-
Series #55PS1	(1,210)	1,210	-
Series #95BL1	(928)	928	-
Series #89PS1	(915)	915	-
Series #90FM1	(847)	847	-
Series #83FB1	(1,105)	1,105	-
Series #98DV1	(936)	936	-
Series #93XJ1	(610)	610	-
Series #02AX1	(814)	814	-
Series #99LE1	(889)	889	-
Series #91MV1	(865)	865	-
Series #92LD1	(1,100)	1,100	-
Series #94DV1	(899)	899	-
Series #72MC1	(900)	900	-
Series #06FG1	(1,042)	1,042	-
Series #11BM1	(748)	748	-
Series #80LC1	(886)	886	-
Series #02BZ1	(990)	990	-
Series #88BM1	(803)	803	-
Series #63CC1	(768)	768	-
Series #76PT1	(770)	770	-
Series #75RA1	(717)	717	-
Series #65AG1	(711)	711	-
Series #93FS1	(321)	321	-
Series #90MM1	(248)	248	-
Series #61JE1	(640)	640	-
Series #88PT1	(277)	277	-
Series #65FM1	(566)	566	-
Series #94LD1	(545)	545	-
Series #99SS1	(339)	339	-
Series #94FS1	(183)	183	-
Series #61MG1	(352)	352	-
Series #92CC1	(135)	135	-
Series #89FT1	(404)	404	-
Series #80PN1	(102)	102	-
Series #89FG2	(97)	97	-
Series #88LL1	(289)	289	-
Total	\$ (28,345)	\$ 28,345	-

Note: Series #77LE1 has not been broken out as a separate Series but is included in the table above.

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE G - INCOME TAX (CONTINUED)

Federal Tax Benefit at Statutory Rate for the Year Ended December 31, 2018:

Applicable Series	Federal Tax Benefit at Statutory Rate	Change in Valuation Allowance	Benefit for Income Taxes
Series #77LE1	\$ (778)	\$ 778	\$ -
Series #69BM1	(729)	729	-
Series #85FT1	(876)	876	-
Series #88LJ1	(602)	602	-
Series #55PS1	(772)	772	-
Series #95BL1	(371)	371	-
Series #89PS1	(166)	166	-
Series #90FM1	(247)	247	-
Series #83FB1	(385)	385	-
Series #98DV1	(168)	168	-
Series #06FS1	(185)	185	-
Series #93XJ1	(113)	113	-
Series #02AX1	(85)	85	-
Series #99LE1	(45)	45	-
Series #91MV1	(38)	38	-
Series #92LD1	(5)	5	-
Series #94DV1	(17)	17	-
Total	\$ (5,582)	\$ 5,582	-

Note: Series #77LE1 has not been broken out as a separate Series but is included in the table above.

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE G - INCOME TAX (CONTINUED)

Tax affected components of deferred tax assets and deferred tax liabilities at December 31, 2019, consisting of net operating losses, were as follows:

Applicable Series	Federal Loss Carry-forward		Valuation Allowance	Net Deferred Tax Asset
Series #77LE1	\$	(2,336)	\$ 2,336	\$ -
Series #69BM1		(1,668)	1,668	-
Series #85FT1		(2,096)	2,096	-
Series #88LJ1		(1,936)	1,936	-
Series #55PS1		(1,982)	1,982	-
Series #95BL1		(1,300)	1,300	-
Series #89PS1		(1,081)	1,081	-
Series #90FM1		(1,094)	1,094	-
Series #83FB1		(1,490)	1,490	-
Series #98DV1		(1,104)	1,104	-
Series #93XJ1		(723)	723	-
Series #02AX1		(899)	899	-
Series #99LE1		(934)	934	-
Series #91MV1		(904)	904	-
Series #92LD1		(1,105)	1,105	-
Series #94DV1		(916)	916	-
Series #72MC1		(900)	900	-
Series #06FG1		(1,042)	1,042	-
Series #11BM1		(747)	747	-
Series #80LC1		(886)	886	-
Series #02BZ1		(990)	990	-
Series #88BM1		(803)	803	-
Series #63CC1		(768)	768	-
Series #76PT1		(770)	770	-
Series #75RA1		(717)	717	-
Series #65AG1		(711)	711	-
Series #93FS1		(321)	321	-
Series #90MM1		(248)	248	-
Series #61JE1		(640)	640	-
Series #88PT1		(277)	277	-
Series #65FM1		(566)	566	-
Series #94LD1		(545)	545	-
Series #99SS1		(339)	339	-
Series #94FS1		(183)	183	-
Series #61MG1		(352)	352	-
Series #92CC1		(135)	135	-
Series #89FT1		(404)	404	-
Series #80PN1		(102)	102	-
Series #89FG2		(97)	97	-
Series #88LL1		(286)	286	-
Total	\$	(34,400)	\$ 34,400	-

Note: Series #77LE1 has not been broken out as a separate Series but is included in the table above.

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE G - INCOME TAX (CONTINUED)

Tax affected components of deferred tax assets and deferred tax liabilities at December 31, 2018, consisting of net operating losses, were as follows:

Applicable Series	Federal Loss Carry-forward	Valuation Allowance	Net Deferred Tax Asset
Series #77LE1	\$ (1,433)	\$ 1,433	\$ -
Series #69BM1	(729)	729	-
Series #85FT1	(876)	876	-
Series #88LJ1	(602)	602	-
Series #55PS1	(772)	772	-
Series #95BL1	(371)	371	-
Series #89PS1	(166)	166	-
Series #90FM1	(247)	247	-
Series #83FB1	(385)	385	-
Series #98DV1	(168)	168	-
Series #06FS1	(185)	185	-
Series #93XJ1	(113)	113	-
Series #02AX1	(85)	85	-
Series #99LE1	(45)	45	-
Series #91MV1	(38)	38	-
Series #92LD1	(5)	5	-
Series #94DV1	(17)	17	-
Total	\$ (6,237)	\$ 6,237	\$ -

Note: Series #77LE1 has not been broken out as a separate Series but is included in the table above.

Based on consideration of the available evidence including historical losses a valuation allowance has been recognized to offset deferred tax assets, as management was unable to conclude that realization of deferred tax assets were more likely than not.

NOTE H - CONTINGENCIES

COVID-19

The extent of the impact and effects of the recent outbreak of the coronavirus (COVID-19) on the operation and financial performance of our business are unknown. However, the Company does not expect that the outbreak will have a material adverse effect on our business or financial results at this time.

RSE COLLECTION, LLC

Notes to Consolidated Financial Statements

NOTE I - SUBSEQUENT EVENTS

Subsequent Offerings

The Company expects to launch and close additional offerings throughout the remainder of the year and beyond.

Asset Disposition

On January 31, 2020, the Company received an unsolicited offer for the 1990 Mercedes 190E 2.5-16 Evo II, for \$235,000 vs. the initial purchase price of \$251,992 for a loss on sale of \$27,766, net of \$10,773 of capitalized acquisition expenses. Per the terms of the Company's Operating Agreement, the Company, together with the Company's advisory board has evaluated the offer and has determined that it is in the interest of the Company to sell the 1990 Mercedes 190E 2.5-16 Evo II. In evaluating the offer, the Company took into account current market conditions and the amount of cash that would be liberated from the sale of the 1990 Mercedes 190E 2.5-16 Evo II. The purchase and sale agreement was executed on February 3, 2020. At the time of the sale, no offering for a Series related to the 1990 Mercedes 190E 2.5-16 Evo II had occurred. As such the Underlying Asset was not yet owned by any Series and no interest holders received any distributions.

NOTE J - RESTATEMENT

During the year ended December 31, 2018, the Company incorrectly included the non-cash membership interests issued as part of the total consideration issued by the Company to the sellers of Series #89PS1 and Series #90FM1, in the statements of cash flows, for each of these two individual Series and in the consolidated statement of the Company. As a result, the Cash Flows from Investing Activities and Cash Flows from Financing Activities for these two Series and the consolidated amounts have been restated to appropriately reflect the amount of cash consideration that was (i) paid for the specific assets and recorded as "Investment in classic automobiles" in Cash Flows from Investing Activities, and (ii) received by the Series through the offering of membership interests and recorded as Proceeds from Sale of Membership Interest in Cash Flows from Financing Activities. The error had no effect on the consolidated balance sheets, consolidated statements of operations, and consolidated statements of members' equity (deficit).

The specific adjustments related to each Series and the total consolidated amounts of the Company in the Statement of Cash Flows follows:

Series #89PS1			
	As Originally Filed	Adjustment	As Restated
Cash flows from investing activities:			
Investment in classic automobiles	\$ (160,000)	\$ 99,000	\$ (61,000)
Net cash used in investing activities	\$ (160,000)	\$ 99,000	\$ (61,000)
Cash flows from financing activities:			
Proceeds from sale of membership interests	\$ 161,521	\$ (99,000)	\$ 62,521
Net cash provided by financing activities	\$ 161,521	\$ (99,000)	\$ 62,521
Series #90FM1			
	As Originally Filed	Adjustment	As Restated
Cash flows from investing activities:			
Investment in classic automobiles	\$ (14,500)	\$ 4,125	\$ (10,375)
Net cash used in investing activities	\$ (14,500)	\$ 4,125	\$ (10,375)
Cash flows from financing activities:			
Proceeds from sale of membership interests	\$ 15,446	\$ (4,125)	\$ 11,321
Net cash provided by financing activities	\$ 15,446	\$ (4,125)	\$ 11,321
Consolidated			
	As Originally Filed	Adjustment	As Restated
Cash flows from investing activities:			
Investment in classic automobiles	\$ (4,150,187)	\$ 103,125	\$(4,047,062)
Net cash used in investing activities	\$ (4,856,619)	\$ 103,125	\$(4,753,494)
Cash flows from financing activities:			
Proceeds from sale of membership interests	\$ 2,691,960	\$ (103,125)	\$ 2,588,835
Net cash provided by financing activities	\$ 4,914,409	\$ (103,125)	\$ 4,811,284

**FIRST AMENDMENT
TO THE
THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF RSE COLLECTION, LLC**

THIS FIRST AMENDMENT (this “Amendment”) to the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC, a Delaware limited liability company (the “Company”), dated as of February 24, 2019 (the “Operating Agreement”), is made and effective as of June 11, 2019, by and among RSE Markets, Inc (the “Managing Member”) and the Company. Capitalized terms used in this Amendment without definition shall have the meanings assigned to them in the Operating Agreement.

Recitals:

WHEREAS, the Company was formed as a series limited liability company under Section 18-215 of the Delaware Act pursuant to a certificate of formation filed with the Secretary of State of the State of Delaware on August 24, 2016.

WHEREAS, the Managing Member desires to amend the Operating Agreement to amend and restate certain Series Designations solely to include Dalmore Group, LLC as broker of record for each of the applicable Series, replacing Cuttone & Company, LLC.

WHEREAS, the Managing Member has authorized and approved an amendment of the Operating Agreement on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and intending to be legally bound hereby, the Operating Agreement is hereby amended as follows:

Amendment:

1. The list of exhibits in the Table of Contents to the Operating Agreement referencing each of the Series Designations is hereby replaced in its entirety as set forth in Exhibit A hereto.

2. The Series Designations for each of the following Series, attached as exhibits to the Operating Agreement, are hereby replaced in their entirety as set forth in Exhibits B hereto:

<u>Exhibit No.</u>	<u>Series Designation</u>
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Exhibit 3.13	Series #72FG1
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Exhibit 3.20	Series #91GS1
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Exhibit 3.21	Series #99FG1
Exhibit 3.22	Series #88PT1
Exhibit 3.23	Series #90ME1
Exhibit 3.24	Series #82AB1
Exhibit 3.26	Series #94LD1
Exhibit 3.30	Series #03PG1
Exhibit 3.36	Series #65FM1
Exhibit 3.37	Series #61MG1
Exhibit 3.38	Series#82AV1
Exhibit 3.39	Series #91DP1
Exhibit 3.44	Series #87FF1
Exhibit 3.45	Series #12MM1

3. Continued Validity. Except as otherwise provided herein, the Operating Agreement is unchanged, shall remain in full force and effect and shall be binding upon the parties in accordance with its terms.

4. Governing Law. This Amendment shall be governed and construed in accordance with the laws of the State of Delaware.

5. Counterparts. This Amendment may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts must be construed together to constitute one and the same document. The delivery of an executed counterpart of this Amendment by PDF shall constitute effective delivery of such counterpart with the same force and effect as the delivery of an original executed counterpart.

6. Miscellaneous. All references to the Operating Agreement in any documents and instruments executed by the parties in connection with the Operating Agreement, shall be deemed to refer to the Operating Agreement as the same has been amended by this Amendment, and as the Operating Agreement may be amended in the future.

(Signature pages follow.)

IN WITNESS WHEREOF, the undersigned has executed this Amendment to be effective as of the date first written above.

**MANAGING MEMBER
RSE MARKETS, INC.**

By: /s/ Christopher Bruno
Name: Christopher Bruno
Title: President

**COMPANY
RSE COLLECTION, LLC**

By: RSE Markets, Inc., its managing member

By: /s/ Christopher Bruno
Name: Christopher Bruno
Title: President

EXHIBIT A

- Exhibit 3.1 - Series Designation for Series #77LE1, a series of RSE Collection, LLC
- Exhibit 3.2 - Series Designation for Series #69BM1, a series of RSE Collection, LLC
- Exhibit 3.3 - Series Designation for Series #88LJ1, a series of RSE Collection, LLC
- Exhibit 3.4 - Series Designation for Series #85FT1, a series of RSE Collection, LLC
- Exhibit 3.5 - Series Designation for Series #55PS1, a series of RSE Collection, LLC
- Exhibit 3.6 - Amended and Restated Series Designation for Series #83FB1, a series of RSE Collection, LLC
- Exhibit 3.7 - Amended and Restated Series Designation for Series #93XJ1, a series of RSE Collection, LLC
- Exhibit 3.8 - Series Designation for Series #95BL1, a series of RSE Collection, LLC
- Exhibit 3.9 - Series Designation for Series #90FM1, a series of RSE Collection, LLC
- Exhibit 3.10 - Series Designation for Series #89PS1, a series of RSE Collection, LLC
- Exhibit 3.11 - Series Designation for Series #98DV1, a series of RSE Collection, LLC
- Exhibit 3.12 - Series Designation for Series #80LC1, a series of RSE Collection, LLC
- Exhibit 3.13 - Amended and Restated Series Designation for Series #72FG1, a series of RSE Collection, LLC
- Exhibit 3.14 - Series Designation for Series #06FS1, a series of RSE Collection, LLC
- Exhibit 3.15 - Series Designation for Series #94DV1, a series of RSE Collection, LLC
- Exhibit 3.16 - Amended and Restated Series Designation for Series #91MV1, a series of RSE Collection, LLC
- Exhibit 3.17 - Series Designation for Series #02AX1, a series of RSE Collection, LLC
- Exhibit 3.18 - Series Designation for Series #92LD1, a series of RSE Collection, LLC
- Exhibit 3.19 - Series Designation for Series #99LE1, a series of RSE Collection, LLC
- Exhibit 3.20 - Amended and Restated Series Designation for Series #91GS1, a series of RSE Collection, LLC
- Exhibit 3.21 - Amended and Restated Series Designation for Series #99FG1, a series of RSE Collection, LLC
- Exhibit 3.22 - Amended and Restated Series Designation for Series #88PT1, a series of RSE Collection, LLC
- Exhibit 3.23 - Third Amended and Restated Series Designation for Series #90ME1, a series of RSE Collection, LLC
- Exhibit 3.24 - Amended and Restated Series Designation for Series #82AB1, a series of RSE Collection, LLC
- Exhibit 3.25 - Series Designation for Series #00FM1, a series of RSE Collection, LLC

[First Amendment to the Third Amended and Restated Limited Liability Company Agreement
of RSE Collection, LLC]

Exhibit 3.26 - Amended and Restated Series Designation for Series #94LD1, a series of RSE Collection, LLC

Exhibit 3.27 - Series Designation for Series #02BZ1, a series of RSE Collection, LLC

Exhibit 3.28 - Series Designation for Series #88BM1, a series of RSE Collection, LLC

Exhibit 3.29 - Series Designation for Series #11BM1, a series of RSE Collection, LLC

Exhibit 3.30 - Amended and Restated Series Designation for Series #03PG1, a series of RSE Collection, LLC

Exhibit 3.31 - Series Designation for Series #06FG1, a series of RSE Collection, LLC

Exhibit 3.32 - Series Designation for Series #72MC1, a series of RSE Collection, LLC

Exhibit 3.33 - Amended and Restated Series Designation for Series #65AG1, a series of RSE Collection, LLC

Exhibit 3.34 - Series Designation for Series #76PT1, a series of RSE Collection, LLC

Exhibit 3.35 - Series Designation for Series #63CC1, a series of RSE Collection, LLC

Exhibit 3.36 - Amended and Restated Series Designation for Series #65FM1, a series of RSE Collection, LLC

Exhibit 3.37 - Amended and Restated Series Designation for Series #61MG1, a series of RSE Collection, LLC

Exhibit 3.38 – Second Amended and Restated Series Designation for Series #82AV1, a series of RSE Collection, LLC

Exhibit 3.39 - Amended and Restated Series Designation for Series #91DP1, a series of RSE Collection, LLC

Exhibit 3.40 - Series Designation for Series #61JE1, a series of RSE Collection, LLC

Exhibit 3.41 - Amended and Restated Series Designation for Series #75RA1, a series of RSE Collection, LLC

Exhibit 3.42 - Series Designation for Series #93FS1, a series of RSE Collection, LLC

Exhibit 3.43 - Amended and Restated Series Designation for Series #90MM1, a series of RSE Collection, LLC

Exhibit 3.44 - Amended and Restated Series Designation for Series #87FF1, a series of RSE Collection, LLC

Exhibit 3.45 - Amended and Restated Series Designation for Series #12MM1, a series of RSE Collection, LLC

EXHIBIT B

[Amended and Restated Series Designations for each of Series #72FG1, Series #91GS1, Series #99FG1, Series #88PT1, Series #90ME1, Series #82AB1, Series #94LD1, Series #03PG1, Series #65FM1, Series #61MG1, Series#82AV1, Series #91DP1, Series #87FF1 and Series #12MM1]

[First Amendment to the Third Amended and Restated Limited Liability Company Agreement
of RSE Collection, LLC]

Exhibit 3.13
Amended and Restated Series Designation of
Series #72FG1, a series of RSE Collection, LLC

In accordance with the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated February 24, 2019 (the “Agreement”) and upon the execution of this Exhibit 3.13 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #72FG1, a series of RSE Collection, LLC (“Series #72FG1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.13”.

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.

Name of Series	Series #72FG1, a series of RSE Collection, LLC
Effective date of establishment	August 22, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #72FG1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #72FG1 until dissolution of Series #72FG1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #72FG1 shall comprise the 1972 Ferrari 365 GTC/4 which will be acquired by Series #72FG1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #72FG1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #72FG1 Interests the Company can issue is 5,476

[First Amendment to the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC]

**Number of Series #72FG1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #72FG1 Interests through the Offering

Broker

Dalmore Group, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #72FG1 sold at the Initial Offering of the Series #72FG1 Interests (excluding the Series #72FG1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #72FG1 Interests

Voting

Subject to Section 3.5, the Series #72FG1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #72FG1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #72FG1 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 #72FG1 Interests;

(b) mergers, consolidations or conversions of Series #72FG1 or the Company; and

(c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #72FG1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #72FG1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #72FG1 Interests other than in accordance with Section 3.7

Sourcing Fee	No greater than \$3,563, which may be waived by the Managing Member in its sole discretion
Other rights	Holders of Series #72FG1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #72FG1 Interests
Officers	There shall initially be no specific officers associated with Series #72FG1, although, the Managing Member may appoint Officers of Series #72FG1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.13	As stated in Article XII

Exhibit 3.20
Amended and Restated Series Designation of
Series #91GS1, a series of RSE Collection, LLC

In accordance with the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated February 24, 2019 (the “Agreement”) and upon the execution of this Exhibit 3.20 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #91GS1, a series of RSE Collection, LLC (“Series #91GS1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.20”.

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.

Name of Series	Series #91GS1, a series of RSE Collection, LLC
Effective date of establishment	To be updated upon completion of purchase agreement negotiations
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #91GS1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #91GS1 until dissolution of Series #91GS1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #91GS1 shall comprise the 1991 GMC Syclone which will be acquired by Series #91GS1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #91GS1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #91GS1 Interests the Company can issue is 2,200

[First Amendment to the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC]

**Number of Series #91GS1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #91GS1 Interests through the Offering

Broker

Dalmore Group, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #91GS1 sold at the Initial Offering of the Series #91GS1 Interests (excluding the Series #91GS1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #91GS1 Interests

Voting

Subject to Section 3.5, the Series #91GS1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #91GS1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #91GS1 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 #91GS1 Interests;

(b) mergers, consolidations or conversions of Series #91GS1 or the Company; and

(c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #91GS1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #91GS1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #91GS1 Interests other than in accordance with Section 3.7

Sourcing Fee	No greater than \$2,001, which may be waived by the Managing Member in its sole discretion
Other rights	Holders of Series #91GS1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #91GS1 Interests
Officers	There shall initially be no specific officers associated with Series #91GS1, although, the Managing Member may appoint Officers of Series #91GS1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.20	As stated in Article XII

Exhibit 3.21
Amended and Restated Series Designation of
Series #99FG1, a series of RSE Collection, LLC

In accordance with the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated February 24, 2019 (the “Agreement”) and upon the execution of this Exhibit 3.21 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #99FG1, a series of RSE Collection, LLC (“Series #99FG1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.21”.

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.

Name of Series	Series #99FG1, a series of RSE Collection, LLC
Effective date of establishment	To be updated upon completion of purchase agreement negotiations
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #99FG1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #99FG1 until dissolution of Series #99FG1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #99FG1 shall comprise the 1999 Ferrari 456M GT which will be acquired by Series #99FG1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #99FG1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #99FG1 Interests the Company can issue is 2,200

[First Amendment to the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC]

**Number of Series #99FG1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #99FG1 Interests through the Offering

Broker

Dalmore Group, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #99FG1 sold at the Initial Offering of the Series #99FG1 Interests (excluding the Series #99FG1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #99FG1 Interests

Voting

Subject to Section 3.5, the Series #99FG1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #99FG1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #99FG1 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 #99FG1 Interests;

(b) mergers, consolidations or conversions of Series #99FG1 or the Company; and

(c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #99FG1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #99FG1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #99FG1 Interests other than in accordance with Section 3.7

Sourcing Fee	No greater than \$2,902, which may be waived by the Managing Member in its sole discretion
Other rights	Holders of Series #99FG1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #99FG1 Interests
Officers	There shall initially be no specific officers associated with Series #99FG1, although, the Managing Member may appoint Officers of Series #99FG1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.21	As stated in Article XII

Exhibit 3.22
Amended and Restated Series Designation of
Series #88PT1, a series of RSE Collection, LLC

In accordance with the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated February 24, 2019 (the “Agreement”) and upon the execution of this Exhibit 3.22 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #88PT1, a series of RSE Collection, LLC (“Series #88PT1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.22”.

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.

Name of Series	Series #88PT1, a series of RSE Collection, LLC
Effective date of establishment	May 6, 2019
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #88PT1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #88PT1 until dissolution of Series #88PT1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #88PT1 shall comprise the 1988 Porsche 944 Turbo S which will be acquired by Series #88PT1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #88PT1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #88PT1 Interests the Company can issue is 2,200

[First Amendment to the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC]

**Number of Series #88PT1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #88PT1 Interests through the Offering

Broker

Dalmore Group, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #88PT1 sold at the Initial Offering of the Series #88PT1 Interests (excluding the Series #88PT1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #88PT1 Interests

Voting

Subject to Section 3.5, the Series #88PT1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #88PT1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #88PT1 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 #88PT1 Interests;

(b) mergers, consolidations or conversions of Series #88PT1 or the Company; and

(c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #88PT1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #88PT1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #88PT1 Interests other than in accordance with Section 3.7

Sourcing Fee	No greater than \$2,510, which may be waived by the Managing Member in its sole discretion
Other rights	Holders of Series #88PT1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #88PT1 Interests
Officers	There shall initially be no specific officers associated with Series #88PT1, although, the Managing Member may appoint Officers of Series #88PT1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.22	As stated in Article XII

Exhibit 3.23
Third Amended and Restated Series Designation of
Series #90ME1, a series of RSE Collection, LLC

In accordance with the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated February 24, 2019 (the “Agreement”) and upon the execution of this Exhibit 3.23 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #90ME1, a series of RSE Collection, LLC (“Series #90ME1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.23”.

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.

Name of Series	Series #90ME1, a series of RSE Collection, LLC
Effective date of establishment	November 14, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #90ME1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #90ME1 until dissolution of Series #90ME1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #90ME1 shall comprise the 1990 Mercedes 190E 2.5-16 Evo II which will be acquired by Series #90ME1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #90ME1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #90ME1 Interests the Company can issue is 2,000

[First Amendment to the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC]

**Number of Series #90ME1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #90ME1 Interests through the Offering

Broker

Dalmore Group, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #90ME1 sold at the Initial Offering of the Series #90ME1 Interests (excluding the Series #90ME1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #90ME1 Interests

Voting

Subject to Section 3.5, the Series #90ME1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #90ME1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #90ME1 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 #90ME1 Interests;

(b) mergers, consolidations or conversions of Series #90ME1 or the Company; and

(c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #90ME1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #90ME1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #90ME1 Interests other than in accordance with Section 3.7

Sourcing Fee	No greater than \$7,917, which may be waived by the Managing Member in its sole discretion
Other rights	Holders of Series #90ME1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #90ME1 Interests
Officers	There shall initially be no specific officers associated with Series #90ME1, although, the Managing Member may appoint Officers of Series #90ME1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.23	As stated in Article XII

Exhibit 3.24
Amended and Restated Series Designation of
Series #82AB1, a series of RSE Collection, LLC

In accordance with the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated February 24, 2019 (the “Agreement”) and upon the execution of this Exhibit 3.24 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #82AB1, a series of RSE Collection, LLC (“Series #82AB1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.24”.

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.

Name of Series	Series #82AB1, a series of RSE Collection, LLC
Effective date of establishment	To be updated upon completion of purchase agreement negotiations
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #82AB1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #82AB1 until dissolution of Series #82AB1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #82AB1 shall comprise the 1982 Alpina B6 2.8 which will be acquired by Series #82AB1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #82AB1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4

[First Amendment to the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC]

Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #82AB1 Interests the Company can issue is 2,200
Number of Series #82AB1 Interests held by the Managing Member and its Affiliates	The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #82AB1 Interests through the Offering
Broker	Dalmore Group, LLC
Brokerage Fee	Up to 0.75% of the purchase price of the Interests from Series #82AB1 sold at the Initial Offering of the Series #82AB1 Interests (excluding the Series #82AB1 Interests acquired by any Person other than Investor Members)
Interest Designation	No Interest Designation shall be required in connection with the issuance of Series #82AB1 Interests

Voting

Subject to Section 3.5, the Series #82AB1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #82AB1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #82AB1 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 #82AB1 Interests;
- (b) mergers, consolidations or conversions of Series #82AB1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #82AB1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #82AB1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #82AB1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$4,687, which may be waived by the Managing Member in its sole discretion

Other rights

Holders of Series #82AB1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #82AB1 Interests

Officers

There shall initially be no specific officers associated with Series #82AB1, although, the Managing Member may appoint Officers of Series #82AB1 from time to time, in its sole discretion

Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.24	As stated in Article XII

Exhibit 3.26
Amended and Restated Series Designation of
Series #94LD1, a series of RSE Collection, LLC

In accordance with the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated February 24, 2019 (the “Agreement”) and upon the execution of this Exhibit 3.26 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #94LD1, a series of RSE Collection, LLC (“Series #94LD1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.26”.

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.

Name of Series	Series #94LD1, a series of RSE Collection, LLC
Effective date of establishment	November 1, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #94LD1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #94LD1 until dissolution of Series #94LD1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #94LD1 shall comprise the 1994 Lamborghini Diablo SE30 Jota which will be acquired by Series #94LD1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #94LD1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #94LD1 Interests the Company can issue is 5,000

[First Amendment to the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC]

**Number of Series #94LD1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #94LD1 Interests through the Offering

Broker

Dalmore Group, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #94LD1 sold at the Initial Offering of the Series #94LD1 Interests (excluding the Series #94LD1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #94LD1 Interests

Voting

Subject to Section 3.5, the Series #94LD1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #94LD1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #94LD1 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 #94LD1 Interests;

(b) mergers, consolidations or conversions of Series #94LD1 or the Company; and

(c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #94LD1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #94LD1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #94LD1 Interests other than in accordance with Section 3.7

Sourcing Fee	No greater than \$12,015, which may be waived by the Managing Member in its sole discretion
Other rights	Holders of Series #94LD1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #94LD1 Interests
Officers	There shall initially be no specific officers associated with Series #94LD1, although, the Managing Member may appoint Officers of Series #94LD1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.26	As stated in Article XII

Exhibit 3.30
Amended and Restated Series Designation of
Series #03PG1, a series of RSE Collection, LLC

In accordance with the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated February 24, 2019 (the “Agreement”) and upon the execution of this Exhibit 3.30 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #03PG1, a series of RSE Collection, LLC (“Series #03PG1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.30”.

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.

Name of Series	Series #03PG1, a series of RSE Collection, LLC
Effective date of establishment	November 9, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #03PG1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #03PG1 until dissolution of Series #03PG1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #03PG1 shall comprise the 2003 Porsche 911 GT2 which will be acquired by Series #03PG1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #03PG1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #03PG1 Interests the Company can issue is 3,000

[First Amendment to the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC]

**Number of Series #03PG1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #03PG1 Interests through the Offering

Broker

Dalmore Group, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #03PG1 sold at the Initial Offering of the Series #03PG1 Interests (excluding the Series #03PG1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #03PG1 Interests

Voting

Subject to Section 3.5, the Series #03PG1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #03PG1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #03PG1 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 #03PG1 Interests;

(b) mergers, consolidations or conversions of Series #03PG1 or the Company; and

(c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #03PG1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #03PG1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #03PG1 Interests other than in accordance with Section 3.7

Sourcing Fee	No greater than \$1,777, which may be waived by the Managing Member in its sole discretion
Other rights	Holders of Series #03PG1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #03PG1 Interests
Officers	There shall initially be no specific officers associated with Series #03PG1, although, the Managing Member may appoint Officers of Series #03PG1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.30	As stated in Article XII

Exhibit 3.36
Amended and Restated Series Designation of
Series #65FM1, a series of RSE Collection, LLC

In accordance with the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.36 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #65FM1, a series of RSE Collection, LLC (“Series #65FM1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.36”.

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.

Name of Series	Series #65FM1, a series of RSE Collection, LLC
Effective date of establishment	December 19, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #65FM1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #65FM1 until dissolution of Series #65FM1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #65FM1 shall comprise the 1965 Ford Mustang 2+2 Fastback which will be acquired by Series #65FM1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #65FM1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #65FM1 Interests the Company can issue is 2,000

[First Amendment to the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC]

**Number of Series #65FM1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #65FM1 Interests through the Offering

Broker

Dalmore Group, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #65FM1 sold at the Initial Offering of the Series #65FM1 Interests (excluding the Series #65FM1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #65FM1 Interests

Voting

Subject to Section 3.5, the Series #65FM1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #65FM1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #65FM1 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 #65FM1 Interests;

(b) mergers, consolidations or conversions of Series #65FM1 or the Company; and

(c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #65FM1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #65FM1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #65FM1 Interests other than in accordance with Section 3.7

Sourcing Fee	No greater than \$2,504, which may be waived by the Managing Member in its sole discretion
Other rights	Holders of Series #65FM1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #65FM1 Interests
Officers	There shall initially be no specific officers associated with Series #65FM1, although, the Managing Member may appoint Officers of Series #65FM1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.36	As stated in Article XII

Exhibit 3.37
Amended and Restated Series Designation of
Series #61MG1, a series of RSE Collection, LLC

In accordance with the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.37 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #61MG1, a series of RSE Collection, LLC (“Series #61MG1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.37”.

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.

Name of Series	Series #61MG1, a series of RSE Collection, LLC
Effective date of establishment	December 11, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #61MG1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #61MG1 until dissolution of Series #61MG1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #61MG1 shall comprise the 1961 Maserati 3500GT which will be acquired by Series #61MG1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #61MG1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #61MG1 Interests the Company can issue is 5,000

[First Amendment to the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC]

**Number of Series #61MG1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #61MG1 Interests through the Offering

Broker

Dalmore Group, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #61MG1 sold at the Initial Offering of the Series #61MG1 Interests (excluding the Series #61MG1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #61MG1 Interests

Voting

Subject to Section 3.5, the Series #61MG1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #61MG1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #61MG1 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 #61MG1 Interests;

(b) mergers, consolidations or conversions of Series #61MG1 or the Company; and

(c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #61MG1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #61MG1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits	There shall be no subdivision of the Series #61MG1 Interests other than in accordance with Section 3.7
Sourcing Fee	No greater than \$4,680, which may be waived by the Managing Member in its sole discretion
Other rights	Holders of Series #61MG1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #61MG1 Interests
Officers	There shall initially be no specific officers associated with Series #61MG1, although, the Managing Member may appoint Officers of Series #61MG1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.37	As stated in Article XII

Exhibit 3.38
Second Amended and Restated Series Designation of
Series #82AV1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.38 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #82AV1, a series of RSE Collection, LLC (“Series #82AV1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.38”.

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.

Name of Series	Series #82AV1, a series of RSE Collection, LLC
Effective date of establishment	December 18, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #82AV1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #82AV1 until dissolution of Series #82AV1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #82AV1 shall comprise the 1982 Aston Martin V8 Vantage Oscar India which will be acquired by Series #82AV1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #82AV1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #82AV1 Interests the Company can issue is 2,000

[First Amendment to the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC]

**Number of Series #82AV1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #82AV1 Interests through the Offering

Broker

Dalmore Group, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #82AV1 sold at the Initial Offering of the Series #82AV1 Interests (excluding the Series #82AV1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #82AV1 Interests

Voting

Subject to Section 3.5, the Series #82AV1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #82AV1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #82AV1 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 #82AV1 Interests;

(b) mergers, consolidations or conversions of Series #82AV1 or the Company; and

(c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #82AV1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #82AV1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #82AV1 Interests other than in accordance with Section 3.7

Sourcing Fee	No greater than \$3,911, which may be waived by the Managing Member in its sole discretion
Other rights	Holders of Series #82AV1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #82AV1 Interests
Officers	There shall initially be no specific officers associated with Series #82AV1, although, the Managing Member may appoint Officers of Series #82AV1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.38	As stated in Article XII

Exhibit 3.39
Amended and Restated Series Designation of
Series #91DP1, a series of RSE Collection, LLC

In accordance with the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.39 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #91DP1, a series of RSE Collection, LLC (“Series #91DP1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.39”.

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.

Name of Series	Series #91DP1, a series of RSE Collection, LLC
Effective date of establishment	December 14, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #91DP1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #91DP1 until dissolution of Series #91DP1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #91DP1 shall comprise the 1991 DeTomaso Pantera Si which will be acquired by Series #91DP1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #91DP1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #91DP1 Interests the Company can issue is 5,000

[First Amendment to the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC]

**Number of Series #91DP1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #91DP1 Interests through the Offering

Broker

Dalmore Group, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #91DP1 sold at the Initial Offering of the Series #91DP1 Interests (excluding the Series #91DP1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #91DP1 Interests

Voting

Subject to Section 3.5, the Series #91DP1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #91DP1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #91DP1 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 #91DP1 Interests;

(b) mergers, consolidations or conversions of Series #91DP1 or the Company; and

(c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #91DP1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #91DP1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #91DP1 Interests other than in accordance with Section 3.7

Sourcing Fee	No greater than \$3,362, which may be waived by the Managing Member in its sole discretion
Other rights	Holders of Series #91DP1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #91DP1 Interests
Officers	There shall initially be no specific officers associated with Series #91DP1, although, the Managing Member may appoint Officers of Series #91DP1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.39	As stated in Article XII

Exhibit 3.44
Amended and Restated Series Designation of
Series #87FF1, a series of RSE Collection, LLC

In accordance with the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.44 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #87FF1, a series of RSE Collection, LLC (“Series #87FF1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.44”.

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.

Name of Series	Series #87FF1, a series of RSE Collection, LLC
Effective date of establishment	January 17, 2019
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #87FF1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #87FF1 until dissolution of Series #87FF1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #87FF1 shall comprise the 1987 Ferrari 412 which will be acquired by Series #87FF1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #87FF1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #87FF1 Interests the Company can issue is 2,000

[First Amendment to the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC]

**Number of Series #87FF1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #87FF1 Interests through the Offering

Broker

Dalmore Group, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #87FF1 sold at the Initial Offering of the Series #87FF1 Interests (excluding the Series #87FF1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #87FF1 Interests

Voting

Subject to Section 3.5, the Series #87FF1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #87FF1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #87FF1 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 #87FF1 Interests;

(b) mergers, consolidations or conversions of Series #87FF1 or the Company; and

(c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #87FF1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #87FF1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #87FF1 Interests other than in accordance with Section 3.7

Sourcing Fee	No greater than \$1,048, which may be waived by the Managing Member in its sole discretion
Other rights	Holders of Series #87FF1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #87FF1 Interests
Officers	There shall initially be no specific officers associated with Series #87FF1, although, the Managing Member may appoint Officers of Series #87FF1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.44	As stated in Article XII

Exhibit 3.45
Amended and Restated Series Designation of
Series #12MM1, a series of RSE Collection, LLC

In accordance with the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.45 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #12MM1, a series of RSE Collection, LLC (“Series #12MM1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.45”.

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.

Name of Series	Series #12MM1, a series of RSE Collection, LLC
Effective date of establishment	January 18, 2019
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #12MM1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #12MM1 until dissolution of Series #12MM1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #12MM1 shall comprise the 2012 McLaren MP4-12C which will be acquired by Series #12MM1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #12MM1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #12MM1 Interests the Company can issue is 2,000

[First Amendment to the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC]

**Number of Series #12MM1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #12MM1 Interests through the Offering

Broker

Dalmore Group, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #12MM1 sold at the Initial Offering of the Series #12MM1 Interests (excluding the Series #12MM1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #12MM1 Interests

Voting

Subject to Section 3.5, the Series #12MM1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #12MM1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #12MM1 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 #12MM1 Interests;

(b) mergers, consolidations or conversions of Series #12MM1 or the Company; and

(c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #12MM1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #12MM1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits	There shall be no subdivision of the Series #12MM1 Interests other than in accordance with Section 3.7
Sourcing Fee	No greater than \$3,848, which may be waived by the Managing Member in its sole discretion
Other rights	Holders of Series #12MM1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #12MM1 Interests
Officers	There shall initially be no specific officers associated with Series #12MM1, although, the Managing Member may appoint Officers of Series #12MM1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.45	As stated in Article XII

**SECOND AMENDMENT
TO THE
THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF RSE COLLECTION, LLC**

THIS SECOND AMENDMENT (this “Amendment”) to the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC, a Delaware limited liability company (the “Company”), dated as of February 24, 2019, as amended on June 11, 2019 (the “Operating Agreement”), is made and effective as of June 28, 2019, by and among RSE Markets, Inc. (the “Managing Member”) and the Company. Capitalized terms used in this Amendment without definition shall have the meanings assigned to them in the Operating Agreement.

Recitals:

WHEREAS, the Company was formed as a series limited liability company under Section 18-215 of the Delaware Act pursuant to a certificate of formation filed with the Secretary of State of the State of Delaware on August 24, 2016.

WHEREAS, the Managing Member desires to amend the Operating Agreement to clarify that the 10% limit on ownership of Interests of a Series does not apply to the Managing Member or its affiliates.

WHEREAS, the Managing Member has authorized and approved an amendment of the Operating Agreement on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and intending to be legally bound hereby, the Operating Agreement is hereby amended as follows:

Amendment:

1. The definition of “Aggregate Ownership Limit” in Article I of the Operating Agreement is hereby deleted in its entirety and replaced with the following:

“Aggregate Ownership Limit means, in respect of an Initial Offering or a Subsequent Offering, not more than 10% of the aggregate Outstanding Interests of a Series, where such maximum subscription limit may be waived for an Investor by the Managing Member in its sole discretion. Such limit does not apply to the Managing Member or an affiliate of the Managing Member, who may purchase in excess of 10% of Interests. In respect of a Transfer, Aggregate Ownership Limit means, not more than 19.9% of the aggregate Outstanding Interests of a Series, or in both cases, such other percentage set forth in the applicable Series Designation or as determined by the Managing Member in its sole discretion and as may be waived by the Managing Member in its sole discretion.”

2. Continued Validity. Except as otherwise provided herein, the Operating Agreement is unchanged, shall remain in full force and effect and shall be binding upon the parties in accordance with its terms.

3. Governing Law. This Amendment shall be governed and construed in accordance with the laws of the State of Delaware.

4. Counterparts. This Amendment may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts must be construed together to constitute one and the same document. The delivery of an executed counterpart of this Amendment by PDF shall constitute effective delivery of such counterpart with the same force and effect as the delivery of an original executed counterpart.

5. Miscellaneous. All references to the Operating Agreement in any documents and instruments executed by the parties in connection with the Operating Agreement, shall be deemed to refer to the Operating Agreement as the same has been amended by this Amendment, and as the Operating Agreement may be amended in the future.

(Signature pages follow.)

IN WITNESS WHEREOF, the undersigned has executed this Amendment to be effective as of the date first written above.

**MANAGING MEMBER
RSE MARKETS, INC.**

By: /s/ Christopher Bruno
Name: Christopher Bruno
Title: President

**COMPANY
RSE COLLECTION, LLC**

By: RSE Markets, Inc., its managing member

By: /s/ Christopher Bruno
Name: Christopher Bruno
Title: President

**THIRD AMENDMENT
TO THE
THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF RSE COLLECTION, LLC**

THIS THIRD AMENDMENT (this “Amendment”) to the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC, a Delaware limited liability company (the “Company”), dated as of February 24, 2019, as amended on June 11, 2019 and June 28, 2019 (the “Operating Agreement”), is made and effective as of August 28, 2019, by and among RSE Markets, Inc. (the “Managing Member”) and the Company. Capitalized terms used in this Amendment without definition shall have the meanings assigned to them in the Operating Agreement.

Recitals:

WHEREAS, the Company was formed as a series limited liability company under Section 18-215 of the Delaware Act pursuant to a certificate of formation filed with the Secretary of State of the State of Delaware on August 24, 2016.

WHEREAS, the Managing Member desires to amend the Operating Agreement and has authorized and approved an amendment of the Operating Agreement on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and intending to be legally bound hereby, the Operating Agreement is hereby amended as follows:

Amendment:

1. The definitions of “Aggregate Ownership Limit” and “Individual Aggregate Limit” in Article I of the Operating Agreement are hereby deleted in their entirety and replaced with the following:

“**Aggregate Ownership Limit** means, for all Investors other than the Managing Member, the greater of (a) 19.9% of the aggregate Outstanding Interests of a Series, or (b) such other percentage set forth in the applicable Series, unless such Aggregate Ownership Limit is otherwise waived by the Managing Member in its sole discretion.”

“**Individual Aggregate 12-Month Investment Limit** means, with respect to any individual holder, in any trailing twelve month period, 10% of the greater of such holders annual income or net worth or, with respect to any entity, 10% of the greater of such holders annual revenue or net assets at fiscal year-end.”

2. Section 3.1(b) in Article III of the Operating Agreement is hereby deleted in its entirety and replaced with the following:

“The Managing Member may withhold its consent to the admission of any Person as an Economic Member for any reason, including when it determines in its reasonable discretion that such admission could: (i) result in there being 2,000 or more beneficial owners (as such term is used under the Exchange Act) or 500 or more beneficial owners that are not accredited investors (as defined under the Securities Act) of any Series of Interests, as specified in Section 12(g)(1)(A)(ii) of the Exchange Act, (ii) cause such Persons holding to be in excess of the Aggregate Ownership Limit, (iii) in any trailing 12-month period, cause the Persons’ investment in all Interests (of all Series in the aggregate) to exceed the Individual Aggregate 12-Month Investment Limit, (iv) could adversely affect the Company or a Series or subject the Company, a Series, the Managing Member or any of their respective Affiliates to any additional regulatory or governmental requirements or cause the Company to be disqualified as a limited liability company, or subject the Company, any Series, the Managing Member or any of their respective Affiliates to any tax to which it would not otherwise be subject, (v) cause the Company to be required to register as an investment company under the Investment Company Act, (vi) cause the Managing Member or any of its Affiliates being required to register under the Investment Advisers Act, (vii) cause the assets of the Company or any Series to be treated as plan assets as defined in Section 3(42) of ERISA, or (viii) result in a loss of (a) partnership status by the Company for US federal income tax purposes or the termination of the Company for US federal income tax purposes or (b) corporation taxable as an association status for US federal income tax purposes of any Series or termination of any Series for US federal income tax purposes. A Person may become a Record Holder without the consent or approval of any of the Economic Members. A Person may not become a Member without acquiring an Interest.”

3. Section 3.7(b) in Article III of the Operating Agreement is hereby deleted in its entirety and replaced with the following:

“Whenever such a distribution, subdivision or combination of Interests is declared, the Managing Member shall select a date as of which the distribution, subdivision or combination shall be effective. The Managing Member shall send notice thereof at least 10 Business Days prior to the date of such distribution, subdivision or combination to each Record Holder as of a date not less than 5 Business Days prior to the date of such distribution, subdivision or combination. The Managing Member also may cause a firm of independent public accountants selected by it to calculate the number of Interests to be held by each Record Holder after giving effect to such distribution, subdivision or combination. The Managing Member shall be entitled to rely on any certificate provided by such firm as conclusive evidence of the accuracy of such calculation.”

4. Section 4.1(a) in Article IV of the Operating Agreement is hereby deleted in its entirety and replaced with the following:

“The Company, or its appointee, shall keep or cause to be kept on behalf of the Company and each Series a register that will set forth the Record Holders of each of the Interests and information regarding the Transfer of each of the Interests. The Managing Member is hereby

initially appointed as registrar and transfer agent of the Interests, provided that the Managing Member may appoint such third-party registrar and transfer agent as it determines appropriate in its sole discretion, for the purpose of registering Interests and Transfers of such Interests as herein provided, including as set forth in any Series Designation.”

5. Section 4.1(c) in Article IV of the Operating Agreement is hereby deleted in its entirety and replaced with the following:

“Nothing contained in this Agreement shall preclude the settlement of any transactions involving Interests entered into through the facilities of any National Securities Exchange or over-the-counter market on which such Interests are listed or quoted for trading, if any.”

6. Section 4.2(b) in Article IV of the Operating Agreement is hereby deleted in its entirety and replaced with the following:

“No Transfer of any Economic Members Interests, whether voluntary or involuntary, shall be valid or effective unless the Managing Member determines, after consultation with legal counsel acting for the Company that such Transfer will not, unless waived by the Managing Member:

(i) result in the transferee directly or indirectly exceeding the Individual Aggregate 12-Month Investment Limit or owning in excess of the Aggregate Ownership Limit;

(ii) result in there being 2,000 or more beneficial owners (as such term is used under the Exchange Act) or 500 or more beneficial owners that are not accredited investors (as defined under the Securities Act) of any Series of Interests, as specified in Section 12(g)(1)(A)(ii) of the Exchange Act, unless such Interests have been registered under the Exchange Act or the Company is otherwise an Exchange Act reporting company;

(iii) cause all or any portion of the assets of the Company or any Series to constitute plan assets for purposes of ERISA;

(iv) adversely affect the Company or such Series, or subject the Company, the Series, the Managing Member or any of their respective Affiliates to any additional regulatory or governmental requirements or cause the Company to be disqualified as a limited liability company or subject the Company, any Series, the Managing Member or any of their respective Affiliates to any tax to which it would not otherwise be subject;

(v) require registration of the Company, any Series or any Interests under any securities laws of the United States of America, any state thereof or any other jurisdiction; or

(vi) violate or be inconsistent with any representation or warranty made by the transferring Economic Member.”

7. Continued Validity. Except as otherwise provided herein, the Operating Agreement is unchanged, shall remain in full force and effect and shall be binding upon the parties in accordance with its terms.

8. Governing Law. This Amendment shall be governed and construed in accordance with the laws of the State of Delaware.

9. Counterparts. This Amendment may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts must be construed together to constitute one and the same document. The delivery of an executed counterpart of this Amendment by PDF shall constitute effective delivery of such counterpart with the same force and effect as the delivery of an original executed counterpart.

10. Miscellaneous. All references to the Operating Agreement in any documents and instruments executed by the parties in connection with the Operating Agreement, shall be deemed to refer to the Operating Agreement as the same has been amended by this Amendment, and as the Operating Agreement may be amended in the future.

(Signature pages follow.)

IN WITNESS WHEREOF, the undersigned has executed this Amendment to be effective as of the date first written above.

**MANAGING MEMBER
RSE MARKETS, INC.**

By: /s/ Christopher Bruno
Name: Christopher Bruno
Title: President

**COMPANY
RSE COLLECTION, LLC**

By: RSE Markets, Inc., its managing member

By: /s/ Christopher Bruno
Name: Christopher Bruno
Title: President

**FOURTH AMENDMENT
TO THE
THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF RSE COLLECTION, LLC**

THIS FOURTH AMENDMENT (this “Amendment”) to the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC, a Delaware limited liability company (the “Company”), dated as of February 24, 2019, as amended on June 11, 2019, June 28, 2019 and August 28, 2019 (the “Operating Agreement”), is made and effective as of October 11, 2019, by and among RSE Markets, Inc. (the “Managing Member”) and the Company. Capitalized terms used in this Amendment without definition shall have the meanings assigned to them in the Operating Agreement.

Recitals:

WHEREAS, the Company was formed as a series limited liability company under Section 18-215 of the Delaware Act pursuant to a certificate of formation filed with the Secretary of State of the State of Delaware on August 24, 2016.

WHEREAS, the Managing Member desires to amend the Operating Agreement and has authorized and approved an amendment of the Operating Agreement on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and intending to be legally bound hereby, the Operating Agreement is hereby amended as follows:

Amendment:

1. Section 15.8 in Article XV of the Operating Agreement is hereby deleted in its entirety and replaced with the following:

“Section 15.8 Applicable Law and Jurisdiction.

(a) This Agreement and the rights of the parties shall be governed by and construed in accordance with the laws of the State of Delaware. Non-contractual obligations (if any) arising out of or in connection with this agreement (including its formation) shall also be governed by the laws of the State of Delaware. The rights and liabilities of the Members in the Company and each Series and as between them shall be determined pursuant to the Delaware Act and this Agreement. To the extent the rights or obligations of any Member are different by reason of any provision of this Agreement than they would otherwise be under the Delaware Act in the absence of any such provision, or even if this Agreement is inconsistent with the Delaware Act, this Agreement shall control, except to the extent the Delaware Act prohibits any particular provision of the Delaware Act to be waived or modified by the Members, in which event any contrary provisions hereof shall be valid to the maximum extent permitted under the Delaware Act.

(b) To the fullest extent permitted by applicable law, any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Agreement, or the transactions contemplated hereby shall be brought in Chancery Court in the State of Delaware and each Member hereby consents to the exclusive jurisdiction of the Chancery Court in the State of Delaware (and of the appropriate appellate courts therefrom) in any suit, action or proceeding, and irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. To the fullest extent permitted by applicable law, each Member hereby waives the right to commence an action, suit or proceeding seeking to enforce any provisions of, or based on any matter arising out of or in connection with this Agreement, or the transactions contemplated hereby or thereby in any court outside of the Chancery Court in the State of Delaware except to the extent otherwise explicitly provided herein. The provisions of this Section 15.8(b) shall not be applicable to an action, suit or proceeding to the extent it pertains to a matter as to which the claims are exclusively vested in the jurisdiction of a court or forum other than the Court of Chancery of the State of Delaware, or if the Chancery Court in the State of Delaware does not have jurisdiction over such matter. The Company acknowledges for the avoidance of doubt that this Section 15.8(b) shall not apply to claims arising under the Securities Act and the Exchange Act, and by agreeing to the provisions of this Section 15.8(b), each Member will not be deemed to have waived compliance with U.S. federal securities laws and the rules and regulations promulgated thereunder.

(c) Process in any suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any court. Without limiting the foregoing, each party agrees that service of process on such party by written notice pursuant to Section 11.1 will be deemed effective service of process on such party.

(d) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EVERY PARTY TO THIS AGREEMENT AND ANY OTHER PERSON WHO BECOMES A MEMBER OR HAS RIGHTS AS AN ASSIGNEE OF ANY PORTION OF ANY MEMBERS MEMBERSHIP INTEREST HEREBY WAIVES ANY RIGHT TO A JURY TRIAL AS TO ANY MATTER UNDER THIS AGREEMENT OR IN ANY OTHER WAY RELATING TO THE COMPANY OR THE RELATIONS UNDER THIS AGREEMENT OR OTHERWISE AS TO THE COMPANY AS BETWEEN OR AMONG ANY SAID PERSONS. NOTWITHSTANDING THE ABOVE, THE FOREGOING WAIVER OF THE RIGHT TO A JURY TRIAL DOES NOT APPLY TO CLAIMS ARISING UNDER THE SECURITIES ACT AND THE EXCHANGE ACT.”

2. Continued Validity. Except as otherwise provided herein, the Operating Agreement is unchanged, shall remain in full force and effect and shall be binding upon the parties in accordance with its terms.

3. Governing Law. This Amendment shall be governed and construed in accordance with the laws of the State of Delaware.

4. Counterparts. This Amendment may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts must be

construed together to constitute one and the same document. The delivery of an executed counterpart of this Amendment by PDF shall constitute effective delivery of such counterpart with the same force and effect as the delivery of an original executed counterpart.

5. Miscellaneous. All references to the Operating Agreement in any documents and instruments executed by the parties in connection with the Operating Agreement, shall be deemed to refer to the Operating Agreement as the same has been amended by this Amendment, and as the Operating Agreement may be amended in the future.

(Signature pages follow.)

IN WITNESS WHEREOF, the undersigned has executed this Amendment to be effective as of the date first written above.

**MANAGING MEMBER
RSE MARKETS, INC.**

By: /s/ Christopher Bruno
Name: Christopher Bruno
Title: President

**COMPANY
RSE COLLECTION, LLC**

By: RSE Markets, Inc., its managing member

By: /s/ Christopher Bruno
Name: Christopher Bruno
Title: President

February 24, 2019

**THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT**

OF

RSE COLLECTION, LLC

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS AGREEMENT OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY, THE MANAGER OR THEIR AFFILIATES, OR ANY PROFESSIONAL ASSOCIATED WITH THIS OFFERING, AS LEGAL, TAX OR INVESTMENT ADVICE. EACH INVESTOR SHOULD CONSULT WITH AND RELY ON HIS OR HER OWN ADVISORS AS TO THE LEGAL, TAX AND/OR ECONOMIC IMPLICATIONS OF THE INVESTMENT DESCRIBED IN THIS AGREEMENT AND ITS SUITABILITY FOR SUCH INVESTOR.

AN INVESTMENT IN THE SERIES OF INTEREST CARRIES A HIGH DEGREE OF RISK AND IS ONLY SUITABLE FOR AN INVESTOR WHO CAN AFFORD LOSS OF HIS OR HER ENTIRE INVESTMENT IN THE SERIES OF INTEREST.

THE INTERESTS HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY OTHER STATE. ACCORDINGLY, INTERESTS MAY NOT BE TRANSFERRED, SOLD, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT OR A VALID EXEMPTION FROM SUCH REGISTRATION.

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**THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY
AGREEMENT OF RSE COLLECTION, LLC**

This THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF RSE COLLECTION, LLC, (this **Agreement**) is dated as of February 24, 2019. Capitalized terms used herein without definition shall have the respective meanings ascribed thereto in Section 1.1.

WHEREAS, the Company was formed as a series limited liability company under Section 18-215 of the Delaware Act pursuant to a certificate of formation filed with the Secretary of State of the State of Delaware on August 24, 2016.

WHEREAS, the Managing Member has authorized and approved an amendment and restatement of the Third Amended and Restated Limited Liability Company Agreement, dated as of February 24, 2019, of the Company (the **Original LLC Agreement**) on the terms set forth herein.

NOW THEREFORE, the limited liability company agreement of the Company is hereby amended and restated to read in its entirety as follows:

ARTICLE I - DEFINITIONS

Section 1.1 Definitions. The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Agreement.

Abort Costs means all fees, costs and expenses incurred in connection with any Series Asset proposals pursued by the Company, the Managing Member or a Series that do not proceed to completion.

Acquisition Expenses means in respect of each Series, the following fees, costs and expenses allocable to such Series (or such Series pro rata share of any such fees, costs and expenses allocable to the Company) and incurred in connection with the evaluation, discovery, investigation, development and acquisition of a Series Asset, including brokerage and sales fees and commissions (but excluding the Brokerage Fee), appraisal fees, vehicle title and registration fees (as required), research fees, transfer taxes, third party industry and due diligence experts, bank fees and interest (if the Series Asset was acquired using debt prior to completion of the Initial Offering), auction house fees, transportation costs including those related to the transport of the Series Asset from acquisition location to the storage facility of the Manager or the transport to a location for purposes of creating the photography and videography materials, travel and lodging for inspection purposes, technology costs, photography and videography expenses in order to prepare the profile for the Series Asset to be accessible to Investor Members via an online platform and any blue sky filings required in order for such Series to be made available to Economic Members in certain states (unless borne by the Managing Member, as determined in its sole discretion) and similar costs and expenses incurred in connection with the evaluation, discovery, investigation, development and acquisition of a Series Asset.

Additional Economic Member means a Person admitted as an Economic Member and associated with a Series in accordance with ARTICLE III as a result of an issuance of Interests of such Series to such Person by the Company.

Advisory Board has the meaning assigned to such term in Section 5.4.

Affiliate means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with the Person in question. As used herein, the term **control** means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

Aggregate Ownership Limit means, in respect of an Initial Offering or a Subsequent Offering, not more than 10% of the aggregate Outstanding Interests of a Series, and in respect of a Transfer, not more than 19.9% of the aggregate Outstanding Interests of a Series, or in both cases, such other percentage set forth in the applicable Series Designation or as determined by the Managing Member in its sole discretion and as may be waived by the Managing Member in its sole discretion.

Agreement has the meaning assigned to such term in the preamble.

Allocation Policy means the allocation policy of the Company adopted by the Managing Member in accordance with Section 5.1.

Asset Management Agreement means, as the context requires, any agreement entered into between a Series and an Asset Manager pursuant to which such Asset Manager is appointed as manager of the relevant Series Assets, as amended from time to time.

Asset Manager means the manager of each of the Series Assets as specified in each Series Designation or, its permitted successors or assigns, appointed in accordance with Section 5.10.

Broker means any Person who has been appointed by the Company (and as the Managing Member may select in its reasonable discretion) and specified in any Series Designation to provide execution and other services relating to an Initial Offering to the Company, or its successors from time to time, or any other broker in connection with any Initial Offering.

Brokerage Fee means the fee payable to the Broker for the purchase by any Person of Interests in an Initial Offering equal to an amount agreed between the Managing Member and the Broker from time to time and specified in any Series Designation.

Business Day means any day other than a Saturday, a Sunday or a day on which commercial banks in New York, New York are authorized or required to close.

Capital Contribution means with respect to any Member, the amount of cash and the initial Gross Asset Value of any other property contributed or deemed contributed to the capital of a Series by or on behalf of such Member, reduced by the amount of any liability assumed by such Series relating to such property and any liability to which such property is subject.

Certificate of Formation means the Certificate of Formation of the Company filed with the Secretary of State of the State of Delaware.

Code means the Internal Revenue Code of 1986, as amended and in effect from time to time. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of any successor law.

Company means RSE Collection, LLC, a Delaware series limited liability company, and any successors thereto.

Conflict of Interest means any matter that the Managing Member believes may involve a conflict of interest that is not otherwise addressed by the Allocation Policy.

Delaware Act means the Delaware Limited Liability Company Act, 6 Del. C. Section 18101, *et seq.*

DGCL means the General Corporation Law of the State of Delaware, 8 Del. C. Section 101, *et seq.*

Economic Member means together, the Investor Members, Additional Economic Members (including any Person who receives Interests in connection with any goods or services provided to a Series (including in respect of the sale of a Series Asset to that Series)) and their successors and assigns admitted as Additional Economic Members and Substitute Economic Members, in each case who is admitted as a Member of such Series, but shall exclude the Managing Member in its capacity as Managing Member. For the avoidance of doubt, the Managing Member or any of its Affiliates shall be an Economic Member to the extent it purchases Interests in a Series.

ERISA means the Employee Retirement Income Security Act of 1974.

Exchange Act means the Securities Exchange Act of 1934.

Expenses and Liabilities has the meaning assigned to such term in Section 5.5(a).

Free Cash Flow means any available cash for distribution generated from the net income received by a Series, as determined by the Managing Member to be in the nature of income as defined by U.S. GAAP, *plus* (i) any change in the net working capital (as shown on the balance sheet of such Series) (ii) any amortization to the relevant Series Asset (as shown on the income statement of such Series) and (iii) any depreciation to the relevant Series Asset (as shown on the income statement of such Series) and (iv) any other non-cash Operating Expenses *less* (a) any capital expenditure related to the Series Asset (as shown on the cash flow statement of such Series) (b) any other liabilities or obligations of the Series, in each case to the extent not already paid or provided for and (c) upon the termination and winding up of a Series or the Company, all costs and expenses incidental to such termination and winding up as allocated to the relevant Series in accordance with Section 6.4.

Form of Adherence means, in respect of an Initial Offering or Subsequent Offering, a subscription agreement or other agreement substantially in the form appended to the Offering

Document pursuant to which an Investor Member or Additional Economic Member agrees to adhere to the terms of this Agreement or, in respect of a Transfer, a form of adherence or instrument of Transfer, each in a form satisfactory to the Managing Member from time to time, pursuant to which a Substitute Economic Member agrees to adhere to the terms of this Agreement.

Governmental Entity means any court, administrative agency, regulatory body, commission or other governmental authority, board, bureau or instrumentality, domestic or foreign and any subdivision thereof.

Gross Asset Value means, with respect to any asset contributed by an Economic Member to a Series, the gross fair market value of such asset as determined by the Managing Member.

Indemnified Person means (a) any Person who is or was an Officer of the Company or associated with a Series, (b) any Person who is or was a Managing Member or Liquidator, together with its officers, directors, members, shareholders, employees, managers, partners, controlling persons, agents or independent contractors, (c) any Person who is or was serving at the request of the Company as an officer, director, member, manager, partner, fiduciary or trustee of another Person; *provided*, that, except to the extent otherwise set forth in a written agreement between such Person and the Company or a Series, a Person shall not be an Indemnified Person by reason of providing, on a fee for services basis, trustee, fiduciary, administrative or custodial services, (d) any member of the Advisory Board appointed by the Managing Member pursuant to Section 5.4, (e) the Asset Manager, and (f) any Person the Managing Member designates as an Indemnified Person for purposes of this Agreement.

Individual Aggregate Limit means, with respect to any individual holder, 10% of the greater of such holders annual income or net worth or, with respect to any entity, 10% of the greater of such holders annual revenue or net assets at fiscal year-end.

Initial Member means the Person identified in the Series Designation of such Series as the Initial Member associated therewith.

Initial Offering means the first offering or private placement and issuance of any Series, other than the issuance to the Initial Member.

Interest means an interest in a Series issued by the Company that evidences a Members rights, powers and duties with respect to the Company and such Series pursuant to this Agreement and the Delaware Act.

Interest Designation has the meaning ascribed in Section 3.3(f).

Investment Advisers Act means the Investment Advisers Act of 1940.

Investment Company Act means the Investment Company Act of 1940.

Investor Members mean those Persons who acquire Interests in the Initial Offering or Subsequent Offering and their successors and assigns admitted as Additional Economic Members.

Liquidator means one or more Persons selected by the Managing Member to perform the functions described in Section 11.2 as liquidating trustee of the Company or a Series, as applicable, within the meaning of the Delaware Act.

Managing Member means, as the context requires, the managing member of the Company or the managing member of a Series.

Management Fee means an amount equal to 50% of any Free Cash Flows available for distribution pursuant to Article VII, as generated by each Series.

Member means each member of the Company associated with a Series, including, unless the context otherwise requires, the Initial Member, the Managing Member, each Economic Member (as the context requires), each Substitute Economic Member and each Additional Economic Member.

National Securities Exchange means an exchange registered with the U.S. Securities and Exchange Commission under Section 6(a) of the Exchange Act.

Offering Document means, with respect to any Series or the Interests of any Series, the prospectus, offering memorandum, offering circular, offering statement, offering circular supplement, private placement memorandum or other offering documents related to the Initial Offering of such Interests, in the form approved by the Managing Member and, to the extent required by applicable law, approved or qualified, as applicable, by any applicable Governmental Entity, including without limitation the U.S. Securities and Exchange Commission.

Offering Expenses means in respect of each Series, the following fees, costs and expenses allocable to such Series or such Series pro rata share (as determined by the Allocation Policy, if applicable) of any such fees, costs and expenses allocable to the Company incurred in connection with executing the Offering, consisting of underwriting, legal, accounting, escrow and compliance costs related to a specific offering.

Officers means any president, vice president, secretary, treasurer or other officer of the Company or any Series as the Manager may designate (which shall, in each case, constitute managers within the meaning of the Delaware Act).

Operating Expenses means in respect of each Series, the following fees, costs and expenses allocable to such Series or such Series pro rata share (as determined by the Allocation Policy, if applicable) of any such fees, costs and expenses allocable to the Company:

- (i) any and all fees, costs and expenses incurred in connection with the management of a Series Asset, including import taxes, income taxes, title fees, periodic registration fees, transportation (other than those related to Acquisition Expenses), storage (including property rental fees should the Managing Member decide to rent a property to store a number of Series Assets), marketing, security, maintenance, refurbishment, perfection of title and utilization of the Series Asset;

(ii) any fees, costs and expenses incurred in connection with preparing any reports and accounts of each Series of Interests, including any blue sky filings required in order for a Series of Interest to be made available to Investors in certain states and any annual audit of the accounts of such Series of Interests (if applicable) and any reports to be filed with the U.S. Securities and Exchange Commission including periodic reports on Forms 1-K, 1-SA and 1-U.

(iii) any and all insurance premiums or expenses, including directors and officers insurance of the directors and officers of the Managing Member or the Asset Manager, in connection with the Series Asset;

(iv) any withholding or transfer taxes imposed on the Company or a Series or any of the Members as a result of its or their earnings, investments or withdrawals;

(v) any governmental fees imposed on the capital of the Company or a Series or incurred in connection with compliance with applicable regulatory requirements;

(vi) any legal fees and costs (including settlement costs) arising in connection with any litigation or regulatory investigation instituted against the Company, a Series or the Asset Manager in connection with the affairs of the Company or a Series;

(vii) the fees and expenses of any administrator, if any, engaged to provide administrative services to the Company or a Series;

(viii) all custodial fees, costs and expenses in connection with the holding of a Series Asset or Interests;

(ix) any fees, costs and expenses of a third party registrar and transfer agent appointed by the Managing Member in connection with a Series;

(x) the cost of the audit of the Companys annual financial statements and the preparation of its tax returns and circulation of reports to Economic Members;

(xi) the cost of any audit of a Series annual financial statements, the fees, costs and expenses incurred in connection with making of any tax filings on behalf of a Series and circulation of reports to Economic Members;

(xii) any indemnification payments to be made pursuant to Section 5.5;

(xiii) the fees and expenses of the Companys or a Series counsel in connection with advice directly relating to the Companys or a Series legal affairs;

(xiv) the costs of any other outside appraisers, valuation firms, accountants, attorneys or other experts or consultants engaged by the Managing Member in connection with the operations of the Company or a Series; and

(xv) any similar expenses that may be determined to be Operating Expenses, as determined by the Managing Member in its reasonable discretion.

Operating Expenses Reimbursement Obligation(s) has the meaning ascribed in Section 6.3.

Original LLC Agreement has the meaning set forth in the recitals to this Agreement.

Outstanding means all Interests that are issued by the Company and reflected as outstanding on the Companys books and records as of the date of determination.

Person means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, Governmental Entity or other entity.

Record Date means the date established by the Managing Member for determining (a) the identity of the Record Holders entitled to notice of, or to vote at, any meeting of Members associated with any Series or entitled to exercise rights in respect of any lawful action of Members associated with any Series or (b) the identity of Record Holders entitled to receive any report or distribution or to participate in any offer.

Record Holder or **holder** means the Person in whose name such Interests are registered on the books of the Company as of the opening of business on a particular Business Day, as determined by the Managing Member in accordance with this Agreement.

Securities Act means the Securities Act of 1933.

Series has the meaning assigned to such term in Section 3.3(a).

Series Assets means, at any particular time, all assets, properties (whether tangible or intangible, and whether real, personal or mixed) and rights of any type contributed to or acquired by a particular Series and owned or held by or for the account of such Series, whether owned or held by or for the account of such Series as of the date of the designation or establishment thereof or thereafter contributed to or acquired by such Series.

Series Designation has the meaning assigned to such term in Section 3.3(a).

Sourcing Fee means the sourcing fee which is paid to the Asset Manager as consideration for assisting in the sourcing of such Series Asset and as specified in each Series Designation, to the extent not waived by the Managing Member in its sole discretion.

Subsequent Offering means any further issuance of Interests in any Series, excluding any Initial Offering or Transfer.

Substitute Economic Member means a Person who is admitted as an Economic Member of the Company and associated with a Series pursuant to Section 4.1(b) as a result of a Transfer of Interests to such Person.

Super Majority Vote means, the affirmative vote of the holders of Outstanding Interests of all Series representing at least two thirds of the total votes that may be cast by all such Outstanding Interests, voting together as a single class.

Transfer means, with respect to an Interest, a transaction by which the Record Holder of an Interest assigns such Interest to another Person who is or becomes a Member, and includes a sale, assignment, gift, exchange or any other disposition by law or otherwise, including any transfer upon foreclosure of any pledge, encumbrance, hypothecation or mortgage.

U.S. GAAP means United States generally accepted accounting principles consistently applied, as in effect from time to time.

Section 1.2 Construction. Unless the context requires otherwise: (a) any pronoun used in this Agreement 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; (b) references to paragraphs, Articles and Sections refer to paragraphs, Articles and Sections of this Agreement; (c) the term include or includes means includes, without limitation, and including means including, without limitation, (d) the words herein, hereof and hereunder and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision, (e) or has the inclusive meaning represented by the phrase and/or, (f) unless the context otherwise requires, references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto, (g) references to any Person shall include all predecessors of such Person, as well as all permitted successors, assigns, executors, heirs, legal representatives and administrators of such Person, and (h) any reference to any statute or regulation includes any implementing legislation and any rules made under that legislation, statute or statutory provision, whenever before, on, or after the date of the Agreement, as well as any amendments, restatements or modifications thereof, as well as all statutory and regulatory provisions consolidating or replacing the statute or regulation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

ARTICLE II - ORGANIZATION

Section 2.1 Formation. The Company has been formed as a series limited liability company pursuant to Section 18-215 of the Delaware Act. Except as expressly provided to the contrary in this Agreement, the rights, duties, liabilities and obligations of the Members and the administration, dissolution and termination of the Company and each Series shall be governed by the Delaware Act.

Section 2.2 Name. The name of the Company shall be RSE Collection, LLC. The business of the Company and any Series may be conducted under any other name or names, as determined by the Managing Member. The Managing Member may change the name of the Company at any time and from time to time and shall notify the Economic Members of such change in the next regular communication to the Economic Members.

Section 2.3 Registered Office; Registered Agent; Principal Office; Other Offices. Unless and until changed by the Managing Member in its sole discretion, the registered office of the

Company in the State of Delaware shall be located at 850 New Burton Road, Suite 201, Dover, Delaware 19904, and the registered agent for service of process on the Company and each Series in the State of Delaware at such registered office shall be National Corporate Research, Ltd. The principal office of the Company shall be located at 41 W. 25th Street, 8th Floor, New York, New York, 10010. Unless otherwise provided in the applicable Series Designation, the principal office of each Series shall be located at 41 W. 25th Street, 8th Floor, New York, New York, 10010 or such other place as the Managing Member may from time to time designate by notice to the Economic Members associated with the applicable Series. The Company and each Series may maintain offices at such other place or places within or outside the State of Delaware as the Managing Member determines to be necessary or appropriate. The Managing Member may change the registered office, registered agent or principal office of the Company or of any Series at any time and from time to time and shall notify the applicable Economic Members of such change in the next regular communication to such Economic Members.

Section 2.4 Purpose. The purpose of the Company and, unless otherwise provided in the applicable Series Designation, each Series shall be to (a) promote, conduct or engage in, directly or indirectly, any business, purpose or activity that lawfully may be conducted by a series limited liability company organized pursuant to the Delaware Act, (b) acquire and maintain a collection of investment grade collector automobiles and, to exercise all of the rights and powers conferred upon the Company and each Series with respect to its interests therein, and (c) conduct any and all activities related or incidental to the foregoing purposes.

Section 2.5 Powers. The Company, each Series and, subject to the terms of this Agreement, the Managing Member shall be empowered to do any and all acts and things necessary or appropriate for the furtherance and accomplishment of the purposes described in Section 2.4.

Section 2.6 Power of Attorney.

(a) Each Economic Member hereby constitutes and appoints the Managing Member and, if a Liquidator shall have been selected pursuant to Section 11.2, the Liquidator, and each of their authorized officers and attorneys in fact, as the case may be, with full power of substitution, as his or her true and lawful agent and attorney in fact, with full power and authority in his or her name, place and stead, to:

(i) execute, swear to, acknowledge, deliver, file and record in the appropriate public offices: (A) all certificates, documents and other instruments (including this Agreement and the Certificate of Formation and all amendments or restatements hereof or thereof) that the Managing Member, or the Liquidator, determines to be necessary or appropriate to form, qualify or continue the existence or qualification of the Company as a series limited liability company in the State of Delaware and in all other jurisdictions in which the Company or any Series may conduct business or own property; (B) all certificates, documents and other instruments that the Managing Member, or the Liquidator, determines to be necessary or appropriate to reflect, in accordance with its terms, any amendment, change, modification or restatement of this Agreement; (C) all certificates, documents and other instruments that the Managing Member or the Liquidator determines to be necessary or appropriate to reflect the dissolution, liquidation or termination of the Company or a Series pursuant to the terms of this Agreement; (D) all certificates, documents and other

instruments relating to the admission, withdrawal or substitution of any Economic Member pursuant to, or in connection with other events described in, ARTICLE III or ARTICLE XI; (E) all certificates, documents and other instruments relating to the determination of the rights, preferences and privileges of any Series of Interest issued pursuant to Section 3.3; (F) all certificates, documents and other instruments that the Managing Member or Liquidator determines to be necessary or appropriate to maintain the separate rights, assets, obligations and liabilities of each Series; and (G) all certificates, documents and other instruments (including agreements and a certificate of merger) relating to a merger, consolidation or conversion of the Company; and

(ii) execute, swear to, acknowledge, deliver, file and record all ballots, consents, approvals, waivers, certificates, documents and other instruments that the Managing Member or the Liquidator determines to be necessary or appropriate to (A) make, evidence, give, confirm or ratify any vote, consent, approval, agreement or other action that is made or given by any of the Members hereunder or is consistent with the terms of this Agreement or (B) effectuate the terms or intent of this Agreement; *provided*, that when any provision of this Agreement that establishes a percentage of the Members or of the Members of any Series required to take any action, the Managing Member, or the Liquidator, may exercise the power of attorney made in this paragraph only after the necessary vote, consent, approval, agreement or other action of the Members or of the Members of such Series, as applicable.

Nothing contained in this Section shall be construed as authorizing the Managing Member, or the Liquidator, to amend, change or modify this Agreement except in accordance with ARTICLE XII or as may be otherwise expressly provided for in this Agreement.

(b) The foregoing power of attorney is hereby declared to be irrevocable and a power coupled with an interest, and it shall survive and, to the maximum extent permitted by law, not be affected by the subsequent death, incompetency, disability, incapacity, dissolution, bankruptcy or termination of any Economic Member and the transfer of all or any portion of such Economic Members Interests and shall extend to such Economic Members heirs, successors, assigns and personal representatives. Each such Economic Member hereby agrees to be bound by any representation made by any officer of the Managing Member, or the Liquidator, acting in good faith pursuant to such power of attorney; and each such Economic Member, to the maximum extent permitted by law, hereby waives any and all defenses that may be available to contest, negate or disaffirm the action of the Managing Member, or the Liquidator, taken in good faith under such power of attorney in accordance with this Section. Each Economic Member shall execute and deliver to the Managing Member, or the Liquidator, within 15 days after receipt of the request therefor, such further designation, powers of attorney and other instruments as any of such Officers or the Liquidator determines to be necessary or appropriate to effectuate this Agreement and the purposes of the Company.

Section 2.7 Term. The term of the Company commenced on the day on which the Certificate of Formation was filed with the Secretary of State of the State of Delaware pursuant to the provisions of the Delaware Act. The existence of each Series shall commence upon the effective date of the Series Designation establishing such Series, as provided in Section 3.3. The term of the Company and each Series shall be perpetual, unless and until it is dissolved or terminated in accordance with the provisions of ARTICLE XI. The existence of the Company as a separate legal

entity shall continue until the cancellation of the Certificate of Formation as provided in the Delaware Act.

Section 2.8 Title to Assets. All Interests shall constitute personal property of the owner thereof for all purposes and a Member has no interest in specific assets of the Company or applicable Series Assets. Title to any Series Assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Series to which such asset was contributed or by which such asset was acquired, and none of the Company, any Member, Officer or other Series, individually or collectively, shall have any ownership interest in such Series Assets or any portion thereof. Title to any or all of the Series Assets may be held in the name of the relevant Series or one or more nominees, as the Managing Member may determine. All Series Assets shall be recorded by the Managing Member as the property of the applicable Series in the books and records maintained for such Series, irrespective of the name in which record title to such Series Assets is held.

Section 2.9 Certificate of Formation. The Certificate of Formation has been filed with the Secretary of State of the State of Delaware, such filing being hereby confirmed, ratified and approved in all respects. The Managing Member shall use reasonable efforts to cause to be filed such other certificates or documents that it determines to be necessary or appropriate for the formation, continuation, qualification and operation of a series limited liability company in the State of Delaware or any other state in which the Company or any Series may elect to do business or own property. To the extent that the Managing Member determines such action to be necessary or appropriate, the Managing Member shall, or shall direct the appropriate Officers, to file amendments to and restatements of the Certificate of Formation and do all things to maintain the Company as a series limited liability company under the laws of the State of Delaware or of any other state in which the Company or any Series may elect to do business or own property, and if an Officer is so directed, such Officer shall be an authorized person of the Company and, unless otherwise provided in a Series Designation, each Series within the meaning of the Delaware Act for purposes of filing any such certificate with the Secretary of State of the State of Delaware. The Company shall not be required, before or after filing, to deliver or mail a copy of the Certificate of Formation, any qualification document or any amendment thereto to any Member.

ARTICLE III - MEMBERS, SERIES AND INTERESTS

Section 3.1 Members.

(a) Subject to paragraph (b), a Person shall be admitted as an Economic Member and Record Holder either as a result of an Initial Offering, Subsequent Offering, a Transfer or at such other time as determined by the Managing Member, and upon (i) agreeing to be bound by the terms of this Agreement by completing, signing and delivering to the Managing Member, a completed Form of Adherence, which is then accepted by the Managing Member, (ii) the prior written consent of the Managing Member, and (iii) otherwise complying with the applicable provisions of ARTICLE III and ARTICLE IV.

(b) The Managing Member may withhold its consent to the admission of any Person as an Economic Member for any reason, including when it determines in its reasonable discretion

that such admission could: (i) result in there being 2,000 or more beneficial owners (as such term is used under the Exchange Act) or 500 or more beneficial owners that are not accredited investors (as defined under the Securities Act) of any Series of Interests, as specified in Section 12(g)(1)(A)(ii) of the Exchange Act, (ii) cause such Persons holding to be in excess of the Aggregate Ownership Limit, (iii) cause the Persons investment in all Interests (of all Series in the aggregate) to exceed the Individual Aggregate Limit, (iv) could adversely affect the Company or a Series or subject the Company, a Series, the Managing Member or any of their respective Affiliates to any additional regulatory or governmental requirements or cause the Company to be disqualified as a limited liability company, or subject the Company, any Series, the Managing Member or any of their respective Affiliates to any tax to which it would not otherwise be subject, (v) cause the Company to be required to register as an investment company under the Investment Company Act, (vi) cause the Managing Member or any of its Affiliates being required to register under the Investment Advisers Act, (vii) cause the assets of the Company or any Series to be treated as plan assets as defined in Section 3(42) of ERISA, or (viii) result in a loss of (a) partnership status by the Company for US federal income tax purposes or the termination of the Company for US federal income tax purposes or (b) corporation taxable as an association status for US federal income tax purposes of any Series or termination of any Series for US federal income tax purposes. A Person may become a Record Holder without the consent or approval of any of the Economic Members. A Person may not become a Member without acquiring an Interest.

(c) The name and mailing address of each Member shall be listed on the books and records of the Company and each Series maintained for such purpose by the Company and each Series. The Managing Member shall update the books and records of the Company and each Series from time to time as necessary to reflect accurately the information therein.

(d) Except as otherwise provided in the Delaware Act and subject to Sections 3.1(e) and 3.3 relating to each Series, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Members shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

(e) Except as otherwise provided in the Delaware Act, the debts, obligations and liabilities of a Series, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of such Series, and not of any other Series. In addition, the Members shall not be obligated personally for any such debt, obligation or liability of any Series solely by reason of being a Member.

(f) Unless otherwise provided herein, and subject to ARTICLE XI, Members may not be expelled from or removed as Members of the Company. Members shall not have any right to resign or redeem their Interests from the Company; *provided* that when a transferee of a Members Interests becomes a Record Holder of such Interests, such transferring Member shall cease to be a Member of the Company with respect to the Interests so transferred and that Members of a Series shall cease to be Members of such Series when such Series is finally liquidated in accordance with Section 11.3.

(g) Except as may be otherwise agreed between the Company or a Series, on the one hand, and a Member, on the other hand, any Member shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Company or a Series, including business interests and activities in direct competition with the Company or any Series. None of the Company, any Series or any of the other Members shall have any rights by virtue of this Agreement in any such business interests or activities of any Member.

(h) RSE Markets, Inc. was appointed as the Managing Member of the Company with effect from the date of the formation of the Company on August 24, 2016 and shall continue as Managing Member of the Company until the earlier of (i) the dissolution of the Company pursuant to Section 11.1(a), or (ii) its removal or replacement pursuant to Section 4.3 or ARTICLE X. Except as otherwise set forth in the Series Designation, the Managing Member of each Series shall be RSE Markets Inc. until the earlier of (i) the dissolution of the Series pursuant to Section 11.1(b) or (ii) its removal or replacement pursuant to Section 4.3 or Article X. Unless otherwise set forth in the applicable Series Designation, the Managing Member or its Affiliates shall, as at the closing of any Initial Offering, hold at least 2.00% of the Interests of the Series being issued pursuant to such Initial Offering. Unless provided otherwise in this Agreement, the Interests held by the Managing Member or any of its Affiliates shall be identical to those of an Economic Member and will not have any additional distribution, redemption, conversion or liquidation rights by virtue of its status as the Managing Member; provided, that the Managing Member shall have the rights, duties and obligations of the Managing Member hereunder, regardless of whether the Managing Member shall hold any Interests.

Section 3.2 Capital Contributions.

(a) The minimum number of Interests a Member may acquire is one (1) Interest or such higher or lesser amount as the Managing Member may determine from time to time and as specified in each Series Designation, as applicable. Persons acquiring Interests through an Initial Offering or Subsequent Offering shall make a Capital Contribution to the Company in an amount equal to the per share price determined in connection with such Initial Offering or Subsequent Offering and multiplied by the number of Interests acquired by such Person in such Initial Offering or Subsequent Offering, as applicable. Persons acquiring Interests in a manner other than through an Initial Offering or Subsequent Offering or pursuant to a Transfer shall make such Capital Contribution as shall be determined by the Managing Member in its sole discretion.

(b) Except as expressly permitted by the Managing Member, in its sole discretion (i) initial and any additional Capital Contributions to the Company or Series as applicable, by any Member shall be payable in cash and (ii) initial and any additional Capital Contributions shall be payable in one installment and shall be paid prior to the date of the proposed acceptance by the Managing Member of a Persons admission as a Member to a Series (or a Members application to acquire additional Interests) (or within five business days thereafter with the Managing Members approval). No Member shall be required to make an additional capital contribution to the Company or Series but may make an additional Capital Contribution to acquire additional interests at such Members sole discretion.

(c) Except to the extent expressly provided in this Agreement (including any Series Designation): (i) no Member shall be entitled to the withdrawal or return of its Capital Contribution, except to the extent, if any, that distributions made pursuant to this Agreement or upon dissolution or termination of the Company or any Series may be considered as such by law and then only to the extent provided for in this Agreement; (ii) no Member holding any Series of any Interests of a Series shall have priority over any other Member holding the same Series either as to the return of Capital Contributions or as to distributions; (iii) no interest shall be paid by the Company or any Series on any Capital Contributions; and (iv) no Economic Member, in its capacity as such, shall participate in the operation or management of the business of the Company or any Series, transact any business in the Company's or any Series name or have the power to sign documents for or otherwise bind the Company or any Series by reason of being a Member.

Section 3.3 Series of the Company.

(a) Establishment of Series. Subject to the provisions of this Agreement, the Managing Member may, at any time and from time to time and in compliance with paragraph (c), cause the Company to establish in writing (each, a **Series Designation**) one or more series as such term is used under Section 18-215 of the Delaware Act (each a **Series**). The Series Designation shall relate solely to the Series established thereby and shall not be construed: (i) to affect the terms and conditions of any other Series, or (ii) to designate, fix or determine the rights, powers, authority, privileges, preferences, duties, responsibilities, liabilities and obligations in respect of Interests associated with any other Series, or the Members associated therewith. The terms and conditions for each Series established pursuant to this Section shall be as set forth in this Agreement and the Series Designation, as applicable, for the Series. Upon approval of any Series Designation by the Managing Member, such Series Designation shall be attached to this Agreement as an Exhibit until such time as none of such Interests of such Series remain Outstanding.

(b) Series Operation. Each of the Series shall operate to the extent practicable as if it were a separate limited liability company.

(c) Series Designation. The Series Designation establishing a Series may: (i) specify a name or names under which the business and affairs of such Series may be conducted; (ii) designate, fix and determine the relative rights, powers, authority, privileges, preferences, duties, responsibilities, liabilities and obligations in respect of Interests of such Series and the Members associated therewith (to the extent such terms differ from those set forth in this Agreement) and (iii) designate or authorize the designation of specific Officers to be associated with such Series. A Series Designation (or any resolution of the Managing Member amending any Series Designation) shall be effective when a duly executed original of the same is included by the Managing Member among the permanent records of the Company, and shall be annexed to, and constitute part of, this Agreement (it being understood and agreed that, upon such effective date, the Series described in such Series Designation shall be deemed to have been established and the Interests of such Series shall be deemed to have been authorized in accordance with the provisions thereof). The Series Designation establishing a Series may set forth specific provisions governing the rights of such Series against a Member associated with

such Series who fails to comply with the applicable provisions of this Agreement (including, for the avoidance of doubt, the applicable provisions of such Series Designation). In the event of a conflict between the terms and conditions of this Agreement and a Series Designation, the terms and conditions of the Series Designation shall prevail.

(d) Assets and Liabilities Associated with a Series.

(i) Assets Associated with a Series. All consideration received by the Company for the issuance or sale of Interests of a particular Series, together with all assets in which such consideration is invested or reinvested, and all income, earnings, profits and proceeds thereof, from whatever source derived, including any proceeds derived from the sale, exchange or liquidation of such assets, and any funds or payments derived from any reinvestment of such proceeds, in whatever form the same may be (**assets**), shall, subject to the provisions of this Agreement, be held for the benefit of the Series or the Members associated with such Series, and not for the benefit of the Members associated with any other Series, for all purposes, and shall be accounted for and recorded upon the books and records of the Series separately from any assets associated with any other Series. Such assets are herein referred to as **assets associated with** that Series. In the event that there are any assets in relation to the Company that, in the Managing Members reasonable judgment, are not readily associated with a particular Series, the Managing Member shall allocate such assets to, between or among any one or more of the Series, in such manner and on such basis as the Managing Member deems fair and equitable, and in accordance with the Allocation Policy, and any asset so allocated to a particular Series shall thereupon be deemed to be an asset associated with that Series. Each allocation by the Managing Member pursuant to the provisions of this paragraph shall be conclusive and binding upon the Members associated with each and every Series. Separate and distinct records shall be maintained for each and every Series, and the Managing Member shall not commingle the assets of one Series with the assets of any other Series.

(ii) Liabilities Associated with a Series. All debts, liabilities, expenses, costs, charges, obligations and reserves incurred by, contracted for or otherwise existing (**liabilities**) with respect to a particular Series shall be charged against the assets associated with that Series. Such liabilities are herein referred to as **liabilities associated with** that Series. In the event that there are any liabilities in relation to the Company that, in the Managing Members reasonable judgment, are not readily associated with a particular Series, the Managing Member shall allocate and charge (including indemnification obligations) such liabilities to, between or among any one or more of the Series, in such manner and on such basis as the Managing Member deems fair and equitable and in accordance with the Allocation Policy, and any liability so allocated and charged to a particular Series shall thereupon be deemed to be a liability associated with that Series. Each allocation by the Managing Member pursuant to the provisions of this Section shall be conclusive and binding upon the Members associated with each and every Series. All liabilities associated with a Series shall be enforceable against the assets associated with that Series only, and not against the assets associated with the Company or any other Series, and except to the extent set forth above, no liabilities shall be enforceable against the assets associated with any Series prior to the allocation and charging of such liabilities as provided above. Any allocation of liabilities that are not readily associated with a particular Series to, between or among one or more of the Series shall not represent a commingling of such Series to

pool capital for the purpose of carrying on a trade or business or making common investments and sharing in profits and losses therefrom. The Managing Member has caused notice of this limitation on inter-series liabilities to be set forth in the Certificate of Formation, and, accordingly, the statutory provisions of Section 18 215(b) of the Delaware Act relating to limitations on inter-series liabilities (and the statutory effect under Section 18 207 of the Delaware Act of setting forth such notice in the Certificate of Formation) shall apply to the Company and each Series. Notwithstanding any other provision of this Agreement, no distribution on or in respect of Interests in a particular Series, including, for the avoidance of doubt, any distribution made in connection with the winding up of such Series, shall be effected by the Company other than from the assets associated with that Series, nor shall any Member or former Member associated with a Series otherwise have any right or claim against the assets associated with any other Series (except to the extent that such Member or former Member has such a right or claim hereunder as a Member or former Member associated with such other Series or in a capacity other than as a Member or former Member).

(e) Ownership of Series Assets. Title to and beneficial interest in Series Assets shall be deemed to be held and owned by the relevant Series and no Member or Members of such Series, individually or collectively, shall have any title to or beneficial interest in specific Series Assets or any portion thereof. Each Member of a Series irrevocably waives any right that it may have to maintain an action for partition with respect to its interest in the Company, any Series or any Series Assets. Any Series Assets may be held or registered in the name of the relevant Series, in the name of a nominee or as the Managing Member may determine; *provided, however*, that Series Assets shall be recorded as the assets of the relevant Series on the Companys books and records, irrespective of the name in which legal title to such Series Assets is held. Any corporation, brokerage firm or transfer agent called upon to transfer any Series Assets to or from the name of any Series shall be entitled to rely upon instructions or assignments signed or purporting to be signed by the Managing Member or its agents without inquiry as to the authority of the person signing or purporting to sign such instruction or assignment or as to the validity of any transfer to or from the name of such Series.

(f) Prohibition on Issuance of Preference Interests. No Interests shall entitle any Member to any preemptive, preferential or similar rights unless such preemptive, preferential or similar rights are set forth in the applicable Series Designation on or prior to the date of the Initial Offering of any interests of such Series (the designation of such preemptive, preferential or similar rights with respect to a Series in the Series Designation, the **Interest Designation**).

Section 3.4 Authorization to Issue Interests.

(a) The Company may issue Interests, and options, rights and warrants relating to Interests, for any Company or Series purpose at any time and from time to time to such Persons for such consideration (which may be cash, property, services or any other lawful consideration) or for no consideration and on such terms and conditions as the Managing Member shall determine, all without the approval of the Economic Members. Each Interest shall have the rights and be governed by the provisions set forth in this Agreement (including any Series Designation).

(b) Subject to Section 6.3(a)(i), and unless otherwise provided in the applicable Series Designation, the Company is authorized to issue in respect of each Series an unlimited number of Interests. All Interests issued pursuant to, and in accordance with the requirements of, this ARTICLE III shall be validly issued Interests in the Company, except to the extent otherwise provided in the Delaware Act or this Agreement (including any Series Designation).

Section 3.5 Voting Rights of Interests Generally. Unless otherwise provided in this Agreement or any Series Designation, (i) each Record Holder of Interests shall be entitled to one vote per Interest for all matters submitted for the consent or approval of Members generally, (ii) all Record Holders of Interests (regardless of Series) shall vote together as a single class on all matters as to which all Record Holders of Interests are entitled to vote, (iii) Record Holders of a particular Series of Interest shall be entitled to one vote per Interest for all matters submitted for the consent or approval of the Members of such Series and (iv) the Managing Member or any of its Affiliates shall not be entitled to vote in connection with any Interests they hold pursuant to Section 3.1(h) and no such Interests shall be deemed Outstanding for purposes of any such vote.

Section 3.6 Record Holders. The Company shall be entitled to recognize the Record Holder as the owner of an Interest and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Interest on the part of any other Person, regardless of whether the Company shall have actual or other notice thereof, except as otherwise provided by law or any applicable rule, regulation, guideline or requirement of any National Securities Exchange or over-the-counter market on which such Interests are listed for trading (if ever). Without limiting the foregoing, when a Person (such as a broker, dealer, bank, trust company or clearing corporation or an agent of any of the foregoing) is acting as nominee, agent or in some other representative capacity for another Person in acquiring or holding Interests, as between the Company on the one hand, and such other Persons on the other, such representative Person shall be the Record Holder of such Interests.

Section 3.7 Splits.

(a) Subject to paragraph (c) of this Section and Section 3.4, and unless otherwise provided in any Interest Designation, the Company may make a pro rata distribution of Interests of a Series to all Record Holders of such Series, or may effect a subdivision or combination of Interests of any Series, in each case, on an equal per Interest basis and so long as, after any such event, any amounts calculated on a per Interest basis or stated as a number of Interests are proportionately adjusted.

(b) Whenever such a distribution, subdivision or combination of Interests is declared, the Managing Member shall select a date as of which the distribution, subdivision or combination shall be effective. The Managing Member shall send notice thereof at least 20 days prior to the date of such distribution, subdivision or combination to each Record Holder as of a date not less than 10 days prior to the date of such distribution, subdivision or combination. The Managing Member also may cause a firm of independent public accountants selected by it to calculate the number of Interests to be held by each Record Holder after giving effect to such distribution, subdivision or combination. The Managing Member shall be entitled to rely on any certificate provided by such firm as conclusive evidence of the accuracy of such calculation.

(c) Subject to Section 3.4 and unless otherwise provided in any Series Designation, the Company shall not issue fractional Interests upon any distribution, subdivision or combination of Interests. If a distribution, subdivision or combination of Interests would otherwise result in the issuance of fractional Interests, each fractional Interest shall be rounded to the nearest whole Interest (and a 0.5 Interest shall be rounded to the next higher Interest).

Section 3.8 Agreements. The rights of all Members and the terms of all Interests are subject to the provisions of this Agreement (including any Series Designation).

ARTICLE IV - REGISTRATION AND TRANSFER OF INTERESTS.

Section 4.1 Maintenance of a Register. Subject to the restrictions on Transfer and ownership limitations contained below:

(a) The Company shall keep or cause to be kept on behalf of the Company and each Series a register that will set forth the Record Holders of each of the Interests and information regarding the Transfer of each of the Interests. The Managing Member is hereby initially appointed as registrar and transfer agent of the Interests, provided that the Managing Member may appoint such third party registrar and transfer agent as it determines appropriate in its sole discretion, for the purpose of registering Interests and Transfers of such Interests as herein provided, including as set forth in any Series Designation.

(b) Upon acceptance by the Managing Member of the Transfer of any Interest, each transferee of an Interest (i) shall be admitted to the Company as a Substitute Economic Member with respect to the Interests so transferred to such transferee when any such transfer or admission is reflected in the books and records of the Company, (ii) shall be deemed to agree to be bound by the terms of this Agreement by completing a Form of Adherence to the reasonable satisfaction of the Managing Member in accordance with Section 4.2(g)(ii), (iii) shall become the Record Holder of the Interests so transferred, (iv) grants powers of attorney to the Managing Member and any Liquidator of the Company and each of their authorized officers and attorneys in fact, as the case may be, as specified herein, and (v) makes the consents and waivers contained in this Agreement. The Transfer of any Interests and the admission of any new Economic Member shall not constitute an amendment to this Agreement, and no amendment to this Agreement shall be required for the admission of new Economic Members.

(c) Nothing contained in this Agreement shall preclude the settlement of any transactions involving Interests entered into through the facilities of any National Securities Exchange or over-the-counter market on which such Interests are listed for trading, if any.

Section 4.2 Ownership Limitations.

(a) No Transfer of any Economic Members Interest, whether voluntary or involuntary, shall be valid or effective, and no transferee shall become a substituted Economic Member, unless the written consent of the Managing Member has been obtained, which consent may be withheld in its sole and absolute discretion as further described in this Section 4.2. In the event of any Transfer, all of the conditions of the remainder of this Section must also be satisfied.

Notwithstanding the foregoing but subject to Section 3.6, assignment of the economic benefits of ownership of Interests may be made without the Managing Members consent, provided that the assignee is not an ineligible or unsuitable investor under applicable law.

(b) No Transfer of any Economic Members Interests, whether voluntary or involuntary, shall be valid or effective unless the Managing Member determines, after consultation with legal counsel acting for the Company that such Transfer will not, unless waived by the Managing Member:

(i) result in the transferee directly or indirectly owning in excess of the Aggregate Ownership Limit;

(ii) result in there being 2,000 or more beneficial owners (as such term is used under the Exchange Act) or 500 or more beneficial owners that are not accredited investors (as defined under the Securities Act) of any Series of Interests, as specified in Section 12(g)(1)(A)(ii) of the Exchange Act, unless such Interests have been registered under the Exchange Act or the Company is otherwise an Exchange Act reporting company;

(iii) cause all or any portion of the assets of the Company or any Series to constitute plan assets for purposes of ERISA;

(iv) adversely affect the Company or such Series, or subject the Company, the Series, the Managing Member or any of their respective Affiliates to any additional regulatory or governmental requirements or cause the Company to be disqualified as a limited liability company or subject the Company, any Series, the Managing Member or any of their respective Affiliates to any tax to which it would not otherwise be subject;

(v) require registration of the Company, any Series or any Interests under any securities laws of the United States of America, any state thereof or any other jurisdiction; or

(vi) violate or be inconsistent with any representation or warranty made by the transferring Economic Member.

(c) The transferring Economic Member, or such Economic Members legal representative, shall give the Managing Member prior written notice before making any voluntary Transfer and notice within thirty (30) days after any involuntary Transfer (unless such notice period is otherwise waived by the Managing Member), and shall provide sufficient information to allow legal counsel acting for the Company to make the determination that the proposed Transfer will not result in any of the consequences referred to in paragraphs (b)(i) through (b)(vi) above. If a Transfer occurs by reason of the death of an Economic Member or assignee, the notice may be given by the duly authorized representative of the estate of the Economic Member or assignee. The notice must be supported by proof of legal authority and valid assignment in form and substance acceptable to the Managing Member.

(d) In the event any Transfer permitted by this Section shall result in beneficial ownership by multiple Persons of any Economic Members interest in the Company, the

Managing Member may require one or more trustees or nominees to be designated to represent a portion of or the entire 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 the rights which the transferor as an Economic Member had pursuant to the provisions of this Agreement.

(e) A transferee shall be entitled to any future distributions attributable to the Interests transferred to such transferee and to transfer such Interests in accordance with the terms of this Agreement; provided, however, that such transferee shall not be entitled to the other rights of an Economic Member as a result of such Transfer until he or she becomes a Substitute Economic Member.

(f) The Company and each Series shall incur no liability for distributions made in good faith to the transferring Economic Member until a written instrument of Transfer has been received by the Company and recorded on its books and the effective date of Transfer has passed.

(g) Any other provision of this Agreement to the contrary notwithstanding, any Substitute Economic Member shall be bound by the provisions hereof. Prior to recognizing any Transfer in accordance with this Section, the Managing Member may require, in its sole discretion:

(i) the transferring Economic Member and each transferee to execute one or more deeds or other instruments of Transfer in a form satisfactory to the Managing Member;

(ii) each transferee to acknowledge its assumption (in whole or, if the Transfer is in respect of part only, in the proportionate part) of the obligations of the transferring Economic Member by executing a Form of Adherence (or any other equivalent instrument as determined by the Managing Member);

(iii) each transferee to provide all the information required by the Managing Member to satisfy itself as to anti-money laundering, counter-terrorist financing and sanctions compliance matters; and

(iv) payment by the transferring Economic Member, in full, of the costs and expenses referred to in paragraph (h) below,

and no Transfer shall be completed or recorded in the books of the Company, and no proposed Substitute Economic Member shall be admitted to the Company as an Economic Member, unless and until each of these requirements has been satisfied or, at the sole discretion of the Managing Member, waived.

(h) The transferring Economic Member shall bear all costs and expenses arising in connection with any proposed Transfer, whether or not the Transfer proceeds to completion, including any legal fees incurred by the Company or any broker or dealer, any costs or expenses in connection with any opinion of counsel, and any transfer taxes and filing fees.

Section 4.3 Transfer of Interests and Obligations of the Managing Member.

(a) The Managing Member may Transfer all Interests acquired by the Managing Member (including all Interests acquired by the Managing Member in the Initial Offering pursuant to Section 3.1(h)) at any time and from time to time following the closing of the Initial Offering.

(b) The Economic Members hereby authorize the Managing Member to assign its rights, obligations and title as Managing Member to an Affiliate of the Managing Member without the prior consent of any other Person, and, in connection with such transfer, designate such Affiliate of the Managing Member as a successor Managing Member provided, that the Managing Member shall notify the applicable Economic Members of such change in the next regular communication to such Economic Members.

(c) Except as set forth in Section 4.3(b) above, in the event of the resignation of the Managing Member of its rights, obligations and title as Managing Member, the Managing Member shall nominate a successor Managing Member and the vote of a majority of the Interests held by Economic Members shall be required to elect such successor Managing Member. The Managing Member shall continue to serve as the Managing Member of the Company until such date as a successor Managing Member is elected pursuant to the terms of this Section 4.3(c).

Section 4.4 Remedies for Breach. If the Managing Member shall at any time determine in good faith that a Transfer or other event has taken place that results in a violation of this ARTICLE IV, the Managing Member shall take such action as it deems advisable to refuse to give effect to or to prevent such Transfer or other event, including, without limitation, causing the Company to redeem shares, refusing to give effect to such Transfer on the books of the Company or instituting proceedings to enjoin such Transfer or other event.

ARTICLE V - MANAGEMENT AND OPERATION OF THE COMPANY AND EACH SERIES

Section 5.1 Power and Authority of Managing Member. Except as explicitly set forth in this Agreement, the Manager, as appointed pursuant to Section 3.1(h) of this Agreement, shall have full power and authority to do, and to direct the Officers to do, all things and on such terms as it determines to be necessary or appropriate to conduct the business of the Company and each Series, to exercise all powers set forth in Section 2.5 and to effectuate the purposes set forth in Section 2.4, in each case without the consent of the Economic Members, including but not limited to the following:

(a) the making of any expenditures, the lending or borrowing of money, the assumption or guarantee of, or other contracting for, indebtedness and other liabilities, the issuance of evidences of indebtedness, including entering into on behalf of a Series, an Operating Expenses Reimbursement Obligation, or indebtedness that is convertible into Interests, and the incurring of any other obligations;

- (b) the making of tax, regulatory and other filings, or rendering of periodic or other reports to governmental or other agencies having jurisdiction over the business or assets of the Company or any Series (including, but not limited to, the filing of periodic reports on Forms 1-K, 1-SA and 1-U with the U.S. Securities and Exchange Commission), and the making of any tax elections;
- (c) the acquisition, disposition, mortgage, pledge, encumbrance, hypothecation or exchange of any or all of the assets of the Company or any Series or the merger or other combination of the Company with or into another Person and for the avoidance of doubt, any action taken by the Managing Member pursuant to this sub-paragraph shall not require the consent of the Economic Members;
- (d) (i) the use of the assets of the Company (including cash on hand) for any purpose consistent with the terms of this Agreement, including the financing of the conduct of the operations of the Company and the repayment of obligations of the Company and (ii) the use of the assets of a Series (including cash on hand) for any purpose consistent with the terms of this Agreement, including the financing of the conduct of the operations of such Series and the repayment of obligations of such Series;
- (e) the negotiation, execution and performance of any contracts, conveyances or other instruments (including instruments that limit the liability of the Company or any Series under contractual arrangements to all or particular assets of the Company or any Series);
- (f) the declaration and payment of distributions of Free Cash Flows or other assets to Members associated with a Series;
- (g) the election and removal of Officers of the Company or associated with any Series;
- (h) the appointment of the Asset Manager in accordance with the terms of this Agreement;
- (i) the selection, retention and dismissal of employees, agents, outside attorneys, accountants, consultants and contractors and the determination of their compensation and other terms of employment, retention or hiring, and the payment of fees, expenses, salaries, wages and other compensation to such Persons;
- (j) the solicitation of proxies from holders of any Series of Interests issued on or after the date of this Agreement that entitles the holders thereof to vote on any matter submitted for consent or approval of Economic Members under this Agreement;
- (k) the maintenance of insurance for the benefit of the Company, any Series and the Indemnified Persons and the reinvestment by the Managing Member in its sole discretion, of any proceeds received by such Series from an insurance claim in a replacement Series Asset which is substantially similar to that which comprised the Series Asset prior to the event giving rise to such insurance payment;

- (l) the formation of, or acquisition or disposition of an interest in, and the contribution of property and the making of loans to, any limited or general partnership, joint venture, corporation, limited liability company or other entity or arrangement;
- (m) the placement of any Free Cash Flow funds in deposit accounts in the name of a Series or of a custodian for the account of a Series, or to invest those Free Cash Flow funds in any other investments for the account of such Series, in each case pending the application of those Free Cash Flow funds in meeting liabilities of the Series or making distributions or other payments to the Members (as the case may be);
- (n) the control of any matters affecting the rights and obligations of the Company or any Series, including the bringing, prosecuting and defending of actions at law or in equity and otherwise engaging in the conduct of litigation, arbitration or remediation, and the incurring of legal expense and the settlement of claims and litigation, including in respect of taxes;
- (o) the indemnification of any Person against liabilities and contingencies to the maximum extent permitted by law;
- (p) the giving of consent of or voting by the Company or any Series in respect of any securities that may be owned by the Company or such Series;
- (q) the waiver of any condition or other matter by the Company or any Series;
- (r) the entering into of listing agreements with any National Securities Exchange or over-the-counter market and the delisting of some or all of the Interests from, or requesting that trading be suspended on, any such exchange or market;
- (s) the issuance, sale or other disposition, and the purchase or other acquisition, of Interests or options, rights or warrants relating to Interests;
- (t) the registration of any offer, issuance, sale or resale of Interests or other securities or any Series issued or to be issued by the Company under the Securities Act and any other applicable securities laws (including any resale of Interests or other securities by Members or other security holders);
- (u) the execution and delivery of agreements with Affiliates of the Company or other Persons to render services to the Company or any Series;
- (v) the adoption, amendment and repeal of the Allocation Policy;
- (w) the selection of auditors for the Company and any Series;
- (x) the selection of any transfer agent or depositor for any securities of the Company or any Series, and the entry into such agreements and provision of such other information as shall be required for such transfer agent or depositor to perform its applicable functions; and

(y) unless otherwise provided in this Agreement or the Series Designation, the calling of a vote of the Economic Members as to any matter to be voted on by all Economic Members of the Company or if a particular Series, as applicable.

The authority and functions of the Managing Member, on the one hand, and of the Officers, on the other hand, shall be identical to the authority and functions of the board of directors and officers, respectively, of a corporation organized under the DGCL in addition to the powers that now or hereafter can be granted to managers under the Delaware Act. No Economic Member, by virtue of its status as such, shall have any management power over the business and affairs of the Company or any Series or actual or apparent authority to enter into, execute or deliver contracts on behalf of, or to otherwise bind, the Company or any Series.

Section 5.2 Determinations by the Managing Member. In furtherance of the authority granted to the Managing Member pursuant to Section 5.1 of this Agreement, the determination as to any of the following matters, made in good faith by or pursuant to the direction of the Managing Member consistent with this Agreement, shall be final and conclusive and shall be binding upon the Company and each Series and every holder of Interests:

- (a) the amount of Free Cash Flow of any Series for any period and the amount of assets at any time legally available for the payment of distributions on Interests of any Series;
- (b) the amount of paid in surplus, net assets, other surplus, annual or other cash flow, funds from operations, net profit, net assets in excess of capital, undivided profits or excess of profits over losses on sales of assets; the amount, purpose, time of creation, increase or decrease, alteration or cancellation of any reserves or charges and the propriety thereof (whether or not any obligation or liability for which such reserves or charges shall have been created shall have been paid or discharged);
- (c) any interpretation of the terms, preferences, conversion or other rights, voting powers or rights, restrictions, limitations as to distributions, qualifications or terms or conditions of redemption of any Series;
- (d) the fair value, or any sale, bid or asked price to be applied in determining the fair value, of any asset owned or held by any Series or of any Interests;
- (e) the number of Interests within a Series;
- (f) any matter relating to the acquisition, holding and disposition of any assets by any Series;
- (g) the evaluation of any competing interests among the Series and the resolution of any conflicts of interests among the Series;
- (h) each of the matters set forth in Section 5.1(a) through Section 5.1(y); or

(i) any other matter relating to the business and affairs of the Company or any Series or required or permitted by applicable law, this Agreement or otherwise to be determined by the Managing Member.

Section 5.3 Delegation. The Managing Member may delegate to any Person or Persons any of the powers and authority vested in it hereunder, and may engage such Person or Persons to provide administrative, compliance, technological and accounting services to the Company, on such terms and conditions as it may consider appropriate.

Section 5.4 Advisory Board.

(a) The Managing Member may establish an **Advisory Board** comprised of members of the Managing Members expert network and external advisors. The Advisory Board will be available to provide guidance to the Managing Member on the strategy and progress of the Company. Additionally, the Advisory Board may: (i) be consulted with by the Managing Member in connection with the acquisition and disposal of a Series Asset, (ii) conduct an annual review of the Companys acquisition policy, (iii) provide guidance with respect to, material conflicts arising or that are reasonably likely to arise with the Managing Member, on the one hand, and the Company, a Series or the Economic Members, on the other hand, or the Company or a Series, on the one hand, and another Series, on the other hand, (iv) approve any material transaction between the Company or a Series and the Managing Member or any of its Affiliates, another Series or an Economic Member (other than the purchase of interests in such Series), (v) provide guidance with respect to the appropriate levels of annual fleet level insurance costs and maintenance costs specific to each individual Series Asset, and review fees, expenses, assets, revenues and availability of funds for distribution with respect to each Series on an annual basis and (vi) approve any service providers appointed by the Managing Member in respect of the Series Assets.

(b) If the Advisory Board determines that any member of the Advisory Boards interests conflict to a material extent with the interests of a Series or the Company as a whole, such member of the Advisory Board shall be excluded from participating in any discussion of the matters to which that conflict relates and shall not participate in the provision of guidance to the Managing Member in respect of such matters, unless a majority of the other members of the Advisory Board determines otherwise.

(c) The members of the Advisory Board shall not be entitled to compensation by the Company or any Series in connection with their role as members of the Advisory Board (including compensation for attendance at meetings of the Advisory Board), *provided, however*, the Company or any applicable Series shall reimburse a member of the Advisory Board for any out of pocket expenses or Operating Expenses actually incurred by it or any of its Affiliates on behalf of the Company or a Series when acting upon the Managing Members instructions or pursuant to a written agreement between the Company or a Series and such member of the Advisory Board or its Affiliates.

(d) The members of the Advisory Board shall not be deemed managers or other persons with duties to the Company or any Series (under Sections 18-1101 or 18-1104 of the Delaware

Act or under any other applicable law or in equity) and shall have no fiduciary duty to the Company or any Series. The Managing Member shall be entitled to rely upon, and shall be fully protected in relying upon, reports and information of the Advisory Board to the extent the Managing Member reasonably believes that such matters are within the professional or expert competence of the members of the Advisory Board, and shall be protected under Section 18-406 of the Delaware Act in relying thereon.

Section 5.5 Exculpation, Indemnification, Advances and Insurance.

(a) Subject to other applicable provisions of this ARTICLE V including Section 5.7, the Indemnified Persons shall not be liable to the Company or any Series for any acts or omissions by any of the Indemnified Persons arising from the exercise of their rights or performance of their duties and obligations in connection with the Company or any Series, this Agreement or any investment made or held by the Company or any Series, including with respect to any acts or omissions made while serving at the request of the Company or on behalf of any Series as an officer, director, member, partner, fiduciary or trustee of another Person, other than such acts or omissions that have been determined in a final, non-appealable decision of a court of competent jurisdiction to constitute fraud, willful misconduct or gross negligence. The Indemnified Persons shall be indemnified by the Company and, to the extent Expenses and Liabilities are associated with any Series, each such Series, in each case, to the fullest extent permitted by law, against all expenses and liabilities (including judgments, fines, penalties, interest, amounts paid in settlement with the approval of the Company and counsel fees and disbursements on a solicitor and client basis) (collectively, **Expenses and Liabilities**) arising from the performance of any of their duties or obligations in connection with their service to the Company or each such Series or this Agreement, or any investment made or held by the Company, each such Series, including in connection with any civil, criminal, administrative, investigative or other action, suit or proceeding to which any such Person may hereafter be made party by reason of being or having been a manager of the Company or such Series under Delaware law, an Officer of the Company or associated with such Series, a member of the Advisory Board or an officer, director, member, partner, fiduciary or trustee of another Person, provided that this indemnification shall not cover Expenses and Liabilities that arise out of the acts or omissions of any Indemnified Party that have been determined in a final, non-appealable decision of a court, arbitrator or other tribunal of competent jurisdiction to have resulted primarily from such Indemnified Persons fraud, willful misconduct or gross negligence. Without limitation, the foregoing indemnity shall extend to any liability of any Indemnified Person, pursuant to a loan guaranty or otherwise, for any indebtedness of the Company or any Series (including any indebtedness which the Company or any Series has assumed or taken subject to), and the Managing Member or the Officers are hereby authorized and empowered, on behalf of the Company or any Series, to enter into one or more indemnity agreements consistent with the provisions of this Section in favor of any Indemnified Person having or potentially having liability for any such indebtedness. It is the intention of this paragraph that the Company and each applicable Series indemnify each Indemnified Person to the fullest extent permitted by law, provided that this indemnification shall not cover Expenses and Liabilities that arise out of the acts or omissions of any Indemnified Party that have been determined in a final, non-appealable decision of a court, arbitrator or other tribunal of competent jurisdiction to have resulted primarily from such Indemnified Persons fraud, willful misconduct or gross negligence.

(b) The provisions of this Agreement, to the extent they restrict the duties and liabilities of an Indemnified Person otherwise existing at law or in equity, including Section 5.7, are agreed by each Member to modify such duties and liabilities of the Indemnified Person to the maximum extent permitted by law.

(c) Any indemnification under this Section (unless ordered by a court) shall be made by each applicable Series. To the extent, however, that an Indemnified Person has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, such Indemnified Person shall be indemnified against expenses (including attorneys fees) actually and reasonably incurred by such Indemnified Person in connection therewith.

(d) Any Indemnified Person may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under paragraph (a). The basis of such indemnification by a court shall be a determination by such court that indemnification of the Indemnified Person is proper in the circumstances because such Indemnified Person has met the applicable standards of conduct set forth in paragraph (a). Neither a contrary determination in the specific case under paragraph (c) nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the Indemnified Person seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this paragraph shall be given to the Company promptly upon the filing of such application. If successful, in whole or in part, the Indemnified Person seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

(e) To the fullest extent permitted by law, expenses (including attorneys fees) incurred by an Indemnified Person in defending any civil, criminal, administrative or investigative action, suit or proceeding may, at the option of the Managing Member, be paid by each applicable Series in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by each such Series as authorized in this Section.

(f) The indemnification and advancement of expenses provided by or granted pursuant to this Section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under this Agreement, or any other agreement (including without limitation any Series Designation), vote of Members or otherwise, and shall continue as to an Indemnified Person who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnified Person unless otherwise provided in a written agreement with such Indemnified Person or in the writing pursuant to which such Indemnified Person is indemnified, it being the policy of the Company that indemnification of the persons specified in paragraph (a) shall be made to the fullest extent permitted by law. The provisions of this Section shall not be deemed to preclude the indemnification of any person who is not specified in paragraph (a) but whom the Company or an applicable Series has the power or obligation to indemnify under the provisions of the Delaware Act.

(g) The Company and any Series may, but shall not be obligated to, purchase and maintain insurance on behalf of any Person entitled to indemnification under this Section against any liability asserted against such Person and incurred by such Person in any capacity to which they are entitled to indemnification hereunder, or arising out of such Persons status as such, whether or not the Company would have the power or the obligation to indemnify such Person against such liability under the provisions of this Section.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this Section shall, unless otherwise provided when authorized or ratified, inure to the benefit of the heirs, executors and administrators of any person entitled to indemnification under this Section.

(i) The Company and any Series may, to the extent authorized from time to time by the Managing Member, provide rights to indemnification and to the advancement of expenses to employees and agents of the Company or such Series.

(j) If this Section or any portion of this Section shall be invalidated on any ground by a court of competent jurisdiction each applicable Series shall nevertheless indemnify each Indemnified Person as to expenses (including attorneys fees), judgments, fines, and amounts paid in settlement with respect to any action, suit, proceeding or investigation, whether civil, criminal or administrative, including a grand jury proceeding or action or suit brought by or in the right of the Company, to the full extent permitted by any applicable portion of this Section that shall not have been invalidated.

(k) Each of the Indemnified Persons may, in the performance of his, her or its duties, consult with legal counsel, accountants, and other experts, and any act or omission by such Person on behalf of the Company or any Series in furtherance of the interests of the Company or such Series in good faith in reliance upon, and in accordance with, the advice of such legal counsel, accountants or other experts will be full justification for any such act or omission, and such Person will be fully protected for such acts and omissions; *provided* that such legal counsel, accountants, or other experts were selected with reasonable care by or on behalf of such Indemnified Person.

(l) An Indemnified Person shall not be denied indemnification in whole or in part under this Section because the Indemnified Person had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(m) Any liabilities which an Indemnified Person incurs as a result of acting on behalf of the Company or any Series (whether as a fiduciary or otherwise) in connection with the operation, administration or maintenance of an employee benefit plan or any related trust or funding mechanism (whether such liabilities are in the form of excise taxes assessed by the Internal Revenue Service, penalties assessed by the Department of Labor, restitutions to such a plan or trust or other funding mechanism or to a participant or beneficiary of such plan, trust or other funding mechanism, or otherwise) shall be treated as liabilities indemnifiable under this Section, to the maximum extent permitted by law.

(n) The Managing Member shall, in the performance of its duties, be fully protected in relying in good faith upon the records of the Company and any Series and on such information, opinions, reports or statements presented to the Company by any of the Officers or employees of the Company or associated with any Series, or by any other Person as to matters the Managing Member reasonably believes are within such other Persons professional or expert competence (including, without limitation, the Advisory Board).

(o) Any amendment, modification or repeal of this Section or any provision hereof shall be prospective only and shall not in any way affect the limitations on the liability of or other rights of any indemnitee under this Section as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted and provided such Person became an indemnitee hereunder prior to such amendment, modification or repeal.

Section 5.6 Duties of Officers.

(a) Except as set forth in Sections 5.5 and 5.7, as otherwise expressly provided in this Agreement or required by the Delaware Act, (i) the duties and obligations owed to the Company by the Officers shall be the same as the duties and obligations owed to a corporation organized under DGCL by its officers, and (ii) the duties and obligations owed to the Members by the Officers shall be the same as the duties and obligations owed to the stockholders of a corporation under the DGCL by its officers.

(b) The Managing Member shall have the right to exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it thereunder either directly or by or through the duly authorized Officers of the Company or associated with a Series, and the Managing Member shall not be responsible for the misconduct or negligence on the part of any such Officer duly appointed or duly authorized by the Managing Member in good faith.

Section 5.7 Standards of Conduct and Modification of Duties of the Managing Member. Notwithstanding anything to the contrary herein or under any applicable law, including, without limitation, Section 18 1101(c) of the Delaware Act, the Managing Member, in exercising its rights hereunder in its capacity as the managing member of the Company, shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation (fiduciary or otherwise) to give any consideration to any interest of or factors affecting the Company, any Series or any Economic Members, and shall not be subject to any other or different standards imposed by this Agreement, any other agreement contemplated hereby, under the Delaware Act or under any other applicable law or in equity. The Managing Member shall not have any duty (including any fiduciary duty) to the Company, any Series, the Economic Members or any other Person, including any fiduciary duty associated with self-dealing or corporate opportunities, all of which are hereby expressly waived. This Section shall not in any way reduce or otherwise limit the specific obligations of the Managing Member expressly provided in this Agreement or in any other agreement with the Company or any Series.

Section 5.8 Reliance by Third Parties. Notwithstanding anything to the contrary in this Agreement, any Person dealing with the Company or any Series shall be entitled to assume that the Managing Member and any Officer of the Company or any Series has full power and authority to encumber, sell or otherwise use in any manner any and all assets of the Company or such Series and to enter into any contracts on behalf of the Company or such Series, and such Person shall be entitled to deal with the Managing Member or any Officer as if it were the Company or such Series sole party in interest, both legally and beneficially. Each Economic Member hereby waives, to the fullest extent permitted by law, any and all defenses or other remedies that may be available against such Person to contest, negate or disaffirm any action of the Managing Member or any Officer in connection with any such dealing. In no event shall any Person dealing with the Managing Member or any Officer or its representatives be obligated to ascertain that the terms of this Agreement have been complied with or to inquire into the necessity or expedience of any act or action of the Managing Member or any Officer or its representatives. Each and every certificate, document or other instrument executed on behalf of the Company or any Series by the Managing Member or any Officer or its representatives shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (a) at the time of the execution and delivery of such certificate, document or instrument, this Agreement were in full force and effect, (b) the Person executing and delivering such certificate, document or instrument was duly authorized and empowered to do so for and on behalf of the Company or any Series and (c) such certificate, document or instrument was duly executed and delivered in accordance with the terms and provisions of this Agreement and is binding upon the Company or the applicable Series.

Section 5.9 Certain Conflicts of Interest. The resolution of any Conflict of Interest approved by the Advisory Board shall be conclusively deemed to be fair and reasonable to the Company and the Members and not a breach of any duty hereunder at law, in equity or otherwise.

Section 5.10 Appointment of the Asset Manager. The Managing Member exercises ultimate authority over the Series Assets. Pursuant to Section 5.3, the Managing Member has the right to delegate its responsibilities under this Agreement in respect of the management of the Series Assets. The Managing Member has agreed on behalf of the Company to appoint the Asset Manager to manage the Series Assets on a discretionary basis, and to exercise, to the exclusion of the Managing Member (but under the supervision and authority of the Managing Member), all the powers, rights and discretions conferred on the Managing Member in respect of the Series Assets and, the Managing Member on behalf of each Series, will enter into an Asset Management Agreement pursuant to which the Asset Manager is formally appointed to manage the Series Assets. The consideration payable to the Asset Manager for managing the Series Assets will be the Management Fee.

ARTICLE VI - FEES AND EXPENSES

Section 6.1 Cost to acquire the Series Asset; Brokerage Fee; Offering Expenses; Acquisition Expenses; Sourcing Fee. The following fees, costs and expenses in connection with any Initial Offering and the sourcing and acquisition of a Series Asset shall be borne by the relevant Series (except in the case of an unsuccessful Offering in which case all Abort Costs shall be borne by the Managing Member, and except to the extent assumed by the Managing Member in writing):

- (a) Cost to acquire the Series Asset;
- (b) Brokerage Fee;
- (c) Offering Expenses
- (d) Acquisition Expenses; and
- (e) Sourcing Fee.

Section 6.2 Operating Expenses; Dissolution Fees. Each Series shall be responsible for its Operating Expenses, all costs and expenses incidental to the termination and winding up of such Series and its share of the costs and expenses incidental to the termination and winding up of the Company as allocated to it in accordance with Section 6.4.

Section 6.3 Excess Operating Expenses; Further Issuance of Interests; Operating Expenses Reimbursement Obligation(s).

- (a) If there are not sufficient cash reserves of, or revenues generated by, a Series to meet its Operating Expenses, the Managing Member may:
 - (i) issue additional Interests in such Series in accordance with Section 3.4. Economic Members shall be notified in writing at least 10 Business Days in advance of any proposal by the Managing Member to issue additional Interests pursuant to this Section; and/or
 - (ii) pay such excess Operating Expenses and not seek reimbursement; and/or
 - (iii) enter into an agreement pursuant to which the Managing Member loans to the Company an amount equal to the remaining excess Operating Expenses (the **Operating Expenses Reimbursement Obligation(s)**). The Managing Member, in its sole discretion, may impose a reasonable rate of interest (a rate no less than the Applicable Federal Rate (as defined in the Code)) on any Operating Expenses Reimbursement Obligation. The Operating Expenses Reimbursement Obligation(s) shall become repayable when cash becomes available for such purpose in accordance with ARTICLE VII.

Section 6.4 Allocation of Expenses. Any Brokerage Fee, Offering Expenses, Acquisition Expenses, Sourcing Fee and Operating Expenses shall be allocated by the Managing Member in accordance with the Allocation Policy.

Section 6.5 Overhead of the Managing Member. The Managing Member shall pay and the Economic Members shall not bear the cost of: (i) any annual administration fee to the Broker or such other amount as is agreed between the Broker and the Managing Member from time to time, (ii) all of the ordinary overhead and administrative expenses of the Managing Member including, without limitation, all costs and expenses on account of rent, utilities, insurance, office supplies, office equipment, secretarial expenses, stationery, charges for furniture, fixtures and equipment, payroll taxes, travel, entertainment, salaries and bonuses, but excluding any Operating Expenses, (iii) any Abort Costs, and (iv) such other amounts in respect of any Series as it shall agree in writing or as is explicitly set forth in any Offering Document.

ARTICLE VII - DISTRIBUTIONS

Section 7.1 Application of Cash. Subject to Section 7.3, ARTICLE XI and any Interest Designation, 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, shall be applied and distributed, 50% by way of distribution to the Members of such Series (pro rata to their Interests and which, for the avoidance of doubt, may include the Managing Member or its Affiliates), and 50% to the Asset Manager in payment of the Management Fee, except to the extent waived by the Asset Manager, in its sole discretion.

Section 7.2 Application of Amounts upon the Liquidation of a Series. Subject to Section 7.3 and ARTICLE XI and any Interest Designation, any amounts available for distribution following the liquidation of a Series, net of any fees, costs and liabilities (as determined by the Managing Member in its sole discretion), shall be applied and distributed 100% to the Members (pro rata to their Interests and which, for the avoidance of doubt, may include the Managing Member and its Affiliates).

Section 7.3 Timing of Distributions.

(a) Subject to the applicable provisions of the Delaware Act and except as otherwise provided herein, the Managing Member shall pay distributions to the Members associated with such Series pursuant to Section 7.1, at such times as the Managing Member shall reasonably determine, and pursuant to Section 7.2, as soon as reasonably practicable after the relevant amounts have been received by the Series; *provided that*, the Managing Member shall not be obliged to make any distribution pursuant to this Section (i) unless there are sufficient amounts available for such distribution or (ii) which, in the reasonable opinion of the Managing Member, would or might leave the Company or such Series with insufficient funds to meet any future contemplated obligations or contingencies including to meet any Operating Expenses and outstanding Operating Expenses Reimbursement Obligations (and the Managing Member is hereby authorized to retain any amounts within the Company to create a reserve to meet any such

obligations or contingencies), or which otherwise may result in the Company or such Series having unreasonably small capital for the Company or such Series to continue its business as a going concern. Subject to the terms of any Series Designation (including, without limitation, the preferential rights, if any, of holders of any other class of Interests of the applicable Series), distributions shall be paid to the holders of the Interests of a Series on an equal per Interest basis as of the Record Date selected by the Managing Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to any Member on account of its interest in any Series if such distribution would violate the Delaware Act or other applicable law.

(b) Notwithstanding Section 7.2 and Section 7.3(a), in the event of the termination and liquidation of a Series, all distributions shall be made in accordance with, and subject to the terms and conditions of, ARTICLE XI.

(c) Each distribution in respect of any Interests of a Series shall be paid by the Company, directly or through any other Person or agent, only to the Record Holder of such Interests as of the Record Date set for such distribution. Such payment shall constitute full payment and satisfaction of the Company's and such Series liability in respect of such payment, regardless of any claim of any Person who may have an interest in such payment by reason of an assignment or otherwise.

Section 7.4 Distributions in kind. Distributions in kind of the entire or part of a Series Asset to Members are prohibited.

ARTICLE VIII - BOOKS, RECORDS, ACCOUNTING AND REPORTS

Section 8.1 Records and Accounting.

(a) The Managing Member shall keep or cause to be kept at the principal office of the Company or such other place as determined by the Managing Member appropriate books and records with respect to the business of the Company and each Series, including all books and records necessary to provide to the Economic Members any information required to be provided pursuant to this Agreement or applicable law. Any books and records maintained by or on behalf of the Company or any Series in the regular course of its business, including the record of the Members, books of account and records of Company or Series proceedings, may be kept in such electronic form as may be determined by the Managing Member; *provided*, that the books and records so maintained are convertible into clearly legible written form within a reasonable period of time. The books of the Company shall be maintained, for tax and financial reporting purposes, on an accrual basis in accordance with U.S. GAAP, unless otherwise required by applicable law or other regulatory disclosure requirement.

(b) Each Member shall have the right, upon reasonable demand for any purpose reasonably related to the Member's interest as a member of the Company (as reasonably determined by the Managing Member) to such information pertaining to the Company as a whole and to each Series in which such Member has an interest, as provided in Section 18-305 of the Delaware Act; provided, that prior to such Member having the ability to access such information,

the Managing Member shall be permitted to require such Member to enter into a confidentiality agreement in form and substance reasonably acceptable to the Managing Member. For the avoidance of doubt, except as may be required pursuant to Article X, a Member shall only have access to the information (including any Series Designation) referenced with respect to any Series in which such Member has an Interest and not to any Series in which such Member does not have an Interest.

(c) Except as otherwise set forth in the applicable Series Designation, within 120 calendar days after the end of the fiscal year and 90 calendar days after the end of the semi-annual reporting date, the Managing Member shall use its commercially reasonable efforts to circulate to each Economic Member electronically by e-mail or made available via an online platform:

(i) a financial statement of such Series prepared in accordance with U.S. GAAP, which includes a balance sheet, profit and loss statement and a cash flow statement; and

(ii) confirmation of the number of Interests in each Series Outstanding as of the end of the most recent fiscal year;

provided, that notwithstanding the foregoing, if the Company or any Series is required to disclose financial information pursuant to the Securities Act or the Exchange Act (including without limitations periodic reports under the Exchange Act or under Rule 257 under Regulation A of the Securities Act), then compliance with such provisions shall be deemed compliance with this Section 8.1(c) and no further or earlier financial reports shall be required to be provided to the Economic Members of the applicable Series with such reporting requirement.

Section 8.2 Fiscal Year. Unless otherwise provided in a Series Designation, the fiscal year for tax and financial reporting purposes of each Series shall be a calendar year ending December 31 unless otherwise required by the Code. The fiscal year for financial reporting purposes of the Company shall be a calendar year ending December 31.

ARTICLE IX - TAX MATTERS

The Company intends to be taxed as a partnership or a disregarded entity for federal income tax purposes and will not make any election or take any action that could cause it to be treated as an association taxable as a corporation under Subchapter C of the Code. The Company will make an election on IRS Form 8832 for each Series to be treated as an association taxable as a corporation under Subchapter C of the Code and not as a partnership under Subchapter K of the Code.

ARTICLE X - REMOVAL OF THE MANAGING MEMBER

Economic Members of the Company acting by way of a Super Majority Vote may elect to remove the Managing Member at any time if the Managing Member is found by a non-appealable judgment of a court of competent jurisdiction to have committed fraud in connection with a Series or the Company and which has a material adverse effect the Company. The Managing Member

shall call a meeting of all of the Economic Members of the Company within 30 calendar days of such final non-appealable judgment of a court of competent jurisdiction, at which the Economic Members may (i) by Super Majority Vote, remove the Managing Member of the Company and each relevant Series in accordance with this ARTICLE X and (ii) if the Managing Member is so removed, by a plurality, appoint a replacement Managing Member or the liquidation and dissolution and termination the Company and each of the Series in accordance with ARTICLE XI. If the Managing Member fails to call a meeting as required by this Article X, then any Economic Member shall have the ability to demand a list of all Record Holders of the Company pursuant to Section 8.1(b) and to call a meeting at which such a vote shall be taken. In the event of its removal, the Managing Member shall be entitled to receive all amounts that have accrued and are then currently due and payable to it pursuant to this Agreement but shall forfeit its right to any future distributions. If the Managing Member of a Series and the Asset Manager of a Series shall be the same Person or controlled Affiliates, then the Managing Members appointment as Asset Manager of such Series shall concurrently automatically terminate. Prior to its admission as a Managing Member of any Series, any replacement Managing Member shall acquire the Interests held by the departing Managing Member in such Series for fair market value and in cash immediately payable on the Transfer of such Interests and appoint a replacement Asset Manager on the same terms and conditions set forth herein and in the Asset Management Agreement. For the avoidance of doubt, if the Managing Member is removed as Managing Member of the Company it shall also cease to be Managing Member of each of the Series.

ARTICLE XI - DISSOLUTION, TERMINATION AND LIQUIDATION

Section 11.1 Dissolution and Termination.

- (a) The Company shall not be dissolved by the admission of Substitute Economic Members or Additional Economic Members or the withdrawal of a transferring Member following a Transfer associated with any Series. The Company shall dissolve, and its affairs shall be wound up, upon:
 - (i) an election to dissolve the Company by the Managing Member;
 - (ii) the sale, exchange or other disposition of all or substantially all of the assets and properties of all Series (which shall include the obsolesce of the Series Assets) and the subsequent election to dissolve the Company by the Managing Member;
 - (iii) the entry of a decree of judicial dissolution of the Company pursuant to the provisions of the Delaware Act;
 - (iv) at any time that there are no Members of the Company, unless the business of the Company is continued in accordance with the Delaware Act; or
 - (v) a vote by the Economic Members to dissolve the Company following the for-cause removal of the Managing Member in accordance with ARTICLE X.

(b) A Series shall not be terminated by the admission of Substitute Economic Members or Additional Economic Members or the withdrawal of a transferring Member following a Transfer associated with any Series. Unless otherwise provided in the Series Designation, a Series shall terminate, and its affairs shall be wound up, upon:

- (i) the dissolution of the Company pursuant to Section 11.1(a);
 - (ii) the sale, exchange or other disposition of all or substantially all of the assets and properties of such Series (which shall include the obsolescence of the Series Asset) and the subsequent election to dissolve the Company by the Managing Member. The termination of the Series pursuant to this sub-paragraph shall not require the consent of the Economic Members;
 - (iii) an event set forth as an event of termination of such Series in the Series Designation establishing such Series;
 - (iv) an election to terminate the Series by the Managing Member; or
 - (v) at any time that there are no Members of such Series, unless the business of such Series is continued in accordance with the Delaware Act.
- (c) The dissolution of the Company or any Series pursuant to Section 18-801(a)(3) of the Delaware Act shall be strictly prohibited.

Section 11.2 Liquidator. Upon dissolution of the Company or termination of any Series, the Managing Member shall select one or more Persons (which may be the Managing Member) to act as Liquidator.

In the case of a dissolution of the Company, (i) the Liquidator shall be entitled to receive compensation for its services as Liquidator; (ii) the Liquidator shall agree not to resign at any time without 15 days prior notice to the Managing Member and may be removed at any time by the Managing Member; (iii) upon dissolution, death, incapacity, removal or resignation of the Liquidator, a successor and substitute Liquidator (who shall have and succeed to all rights, powers and duties of the original Liquidator) shall within 30 days be appointed by the Managing Member. The right to approve a successor or substitute Liquidator in the manner provided herein shall be deemed to refer also to any such successor or substitute Liquidator approved in the manner herein provided. Except as expressly provided in this ARTICLE XI, the Liquidator approved in the manner provided herein shall have and may exercise, without further authorization or consent of any of the parties hereto, all of the powers conferred upon the Managing Member under the terms of this Agreement (but subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers) necessary or appropriate to carry out the duties and functions of the Liquidator hereunder for and during the period of time required to complete the winding up and liquidation of the Company as provided for herein. In the case of a termination of a Series, other than in connection with a dissolution of the Company, the Managing Member shall act as Liquidator.

Section 11.3 Liquidation of a Series. In connection with the liquidation of a Series, whether as a result of the dissolution of the Company or the termination of such Series, the Liquidator shall proceed to dispose of the assets of such Series, discharge its liabilities, and otherwise wind up its affairs in such manner and over such period as determined by the Liquidator, subject to Sections 18 215 and 18 804 of the Delaware Act, the terms of any Series Designation and the following:

(a) Subject to Section 11.3(c), the assets may be disposed of by public or private sale on such terms as the Liquidator may determine. The Liquidator may defer liquidation for a reasonable time if it determines that an immediate sale or distribution of all or some of the assets would be impractical or would cause undue loss to the Members associated with such Series.

(b) Liabilities of each Series include amounts owed to the Liquidator as compensation for serving in such capacity (subject to the terms of Section 11.2) as well as any outstanding Operating Expenses Reimbursement Obligations and any other amounts owed to Members associated with such Series otherwise than in respect of their distribution rights under ARTICLE VII. With respect to any liability that is contingent, conditional or unmatured or is otherwise not yet due and payable, the Liquidator shall either settle such claim for such amount as it thinks appropriate or establish a reserve of Free Cash Flows or other assets to provide for its payment. When paid, any unused portion of the reserve shall be applied to other liabilities or distributed as additional liquidation proceeds.

(c) Subject to the terms of any Series Designation (including, without limitation, the preferential rights, if any, of holders of any other class of Interests of the applicable Series), all property and all Free Cash Flows in excess of that required to discharge liabilities as provided in Section 11.3(b) shall be distributed to the holders of the Interests of the Series on an equal per Interest basis.

Section 11.4 Cancellation of Certificate of Formation. In the case of a dissolution of the Company, upon the completion of the distribution of all Free Cash Flows and property in connection the termination of all Series (other than the reservation of amounts for payments in respect of the satisfaction of liabilities of the Company or any Series), the Certificate of Formation and all qualifications of the Company as a foreign limited liability company in jurisdictions other than the State of Delaware shall be canceled and such other actions as may be necessary to terminate the Company shall be taken by the Liquidator or the Managing Member, as applicable.

Section 11.5 Return of Contributions. None of any Member, the Managing Member or any Officer of the Company or associated with any Series or any of their respective Affiliates, officers, directors, members, shareholders, employees, managers, partners, controlling persons, agents or independent contractors will be personally liable for, or have any obligation to contribute or loan any monies or property to the Company or any Series to enable it to effectuate, the return of the Capital Contributions of the Economic Members associated with a Series, or any portion thereof, it being expressly understood that any such return shall be made solely from Series Assets.

Section 11.6 Waiver of Partition. To the maximum extent permitted by law, each Member hereby waives any right to partition of the Company or Series Assets.

ARTICLE XII - AMENDMENT OF AGREEMENT, SERIES DESIGNATION

Section 12.1 General. Except as provided in Section 12.2, the Managing Member may amend any of the terms of this Agreement or any Series Designation as it determines in its sole discretion and without the consent of any of the Economic Members. Without limiting the foregoing, the Managing Member, without the approval of any Economic Member, may amend any provision of this Agreement or any Series Designation, and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect:

- (a) a change that the Managing Member determines to be necessary or appropriate in connection with any action taken or to be taken by the Managing Member pursuant to the authority granted in ARTICLE V hereof;
- (b) a change in the name of the Company, the location of the principal place of business of the Company, the registered agent of the Company or the registered office of the Company;
- (c) the admission, substitution, withdrawal or removal of Members in accordance with this Agreement, any Series Designation;
- (d) a change that the Managing Member determines to be necessary or appropriate to qualify or continue the qualification of the Company as a limited liability company under the laws of any state or to ensure that each Series will continue to be taxed as an entity for U.S. federal income tax purposes;
- (e) a change that the Managing Member determines to be necessary or appropriate to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal or state agency or judicial authority or contained in any federal or state statute (including the Delaware Act);
- (f) a change that the Managing Member determines to be necessary, desirable or appropriate to facilitate the trading of the Interests (including, without limitation, the division of any class or classes or series of Outstanding Interests into different classes or Series to facilitate uniformity of tax consequences within such classes or Series) or comply with any rule, regulation, guideline or requirement of any National Securities Exchange or over-the-counter market on which Interests are or will be listed for trading, compliance with any of which the Managing Member deems to be in the best interests of the Company and the Members;
- (g) a change that is required to effect the intent expressed in any Offering Document or the intent of the provisions of this Agreement or any Series Designation or is otherwise contemplated by this Agreement or any Series Designation;
- (h) a change in the fiscal year or taxable year of the Company or any Series and any other changes that the Managing Member determines to be necessary or appropriate;

- (i) an amendment that the Managing Member determines, based on the advice of counsel, to be necessary or appropriate to prevent the Company, the Managing Member, any Officers or any trustees or agents of the Company from in any manner being subjected to the provisions of the Investment Company Act, the Investment Advisers Act, or plan asset regulations adopted under ERISA, regardless of whether such are substantially similar to plan asset regulations currently applied or proposed by the United States Department of Labor;
- (j) an amendment that the Managing Member determines to be necessary or appropriate in connection with the establishment or creation of additional Series pursuant to Section 3.3 or the authorization, establishment, creation or issuance of any class or series of Interests of any Series pursuant to Section 3.4 and the admission of Additional Economic Members;
- (k) any other amendment other than an amendment expressly requiring consent of the Economic Members as set forth in Section 12.2; and
- (l) any other amendments substantially similar to the foregoing.

Section 12.2 Certain Amendment Requirements. Notwithstanding the provisions of Section 12.1, no amendment to this Agreement shall be made without the consent of the Economic Members holding of a majority of the Outstanding Interests, that:

- (a) decreases the percentage of Outstanding Interests required to take any action hereunder;
- (b) materially adversely affects the rights of any of the Economic Members (including adversely affecting the holders of any particular Series of Interests as compared to holders of other series of Interests);
- (c) modifies Section 11.1(a) or gives any Person the right to dissolve the Company; or
- (d) modifies the term of the Company.

Section 12.3 Amendment Approval Process. If the Managing Member desires to amend any provision of this Agreement or any Series Designation, other than as permitted by Section 12.1, then it shall first adopt a resolution setting forth the amendment proposed, declaring its advisability, and then call a meeting of the Members entitled to vote in respect thereof for the consideration of such amendment. Amendments to this Agreement or any Series Designation may be proposed only by or with the consent of the Managing Member. Such meeting shall be called and held upon notice in accordance with ARTICLE XIII of this Agreement. The notice shall set forth such amendment in full or a brief summary of the changes to be effected thereby, as the Managing Member shall deem advisable. At the meeting, a vote of Members entitled to vote thereon shall be taken for and against the proposed amendment. A proposed amendment shall be effective upon its approval by the affirmative vote of the holders of not less than a majority of the Interests of all Series then Outstanding, voting together as a single class, unless a greater percentage is required under this Agreement or by Delaware law. The Company shall

deliver to each Member prompt notice of the adoption of every amendment made to this Agreement or any Series Designation pursuant to this ARTICLE XII.

ARTICLE XIII - MEMBER MEETINGS

Section 13.1 Meetings. The Company shall not be required to hold an annual meeting of the Members. The Managing Member may, whenever it thinks fit, convene meetings of the Company or any Series. The non-receipt by any Member of a notice convening a meeting shall not invalidate the proceedings at that meeting.

Section 13.2 Quorum. No business shall be transacted at any meeting unless a quorum of Members is present at the time when the meeting proceeds to business; in respect of meetings of the Company, Members holding 50% of Interests, and in respect of meetings of any Series, Members holding 50% of Interests in such Series, present in person or by proxy shall be a quorum. In the event a meeting is not quorate, the Managing Member may adjourn or cancel the meeting, as it determines in its sole discretion.

Section 13.3 Chairman. Any designee of the Managing Member shall preside as chairman of any meeting of the Company or any Series.

Section 13.4 Voting Rights. Subject to the provisions of any class or series of Interests of any Series then Outstanding, the Members shall be entitled to vote only on those matters provided for under the terms of this Agreement.

Section 13.5 Extraordinary Actions. Except as specifically provided in this Agreement, notwithstanding any provision of law permitting or requiring any action to be taken or authorized by the affirmative vote of the holders of a greater number of votes, any such action shall be effective and valid if taken or approved by the affirmative vote of holders of Interests entitled to cast a majority of all the votes entitled to be cast on the matter.

Section 13.6 Managing Member Approval. Other than as provided for in ARTICLE X, the submission of any action of the Company or a Series to Members for their consideration shall first be approved by the Managing Member.

Section 13.7 Action By Members without a Meeting. Any Series Designation may provide that any action required or permitted to be taken by the holders of the Interests to which such Series Designation relates may be taken without a meeting by the written consent of such holders or Members entitled to cast a sufficient number of votes to approve the matter as required by statute or this Agreement, as the case may be.

Section 13.8 Managing Member. Unless otherwise expressly provided in this Agreement, the Managing Member or any of its Affiliates who hold any Interests shall not be entitled to vote in its capacity as holder of such Interests on matters submitted to the Members for approval, and no such Interests shall be deemed Outstanding for purposes of any such vote.

ARTICLE XIV - CONFIDENTIALITY

Section 14.1 Confidentiality Obligations. All information contained in the accounts and reports prepared in accordance with ARTICLE VIII and any other information disclosed to an Economic Member under or in connection with this Agreement is confidential and non-public and each Economic Member undertakes to treat that information as confidential information and to hold that information in confidence. No Economic Member shall, and each Economic Member shall ensure that every person connected with or associated with that Economic Member shall not, disclose to any person or use to the detriment of the Company, any Series, any Economic Member or any Series Assets any confidential information which may have come to its knowledge concerning the affairs of the Company, any Series, any Economic Member, any Series Assets or any potential Series Assets, and each Economic Member shall use any such confidential information exclusively for the purposes of monitoring and evaluating its investment in the Company. This Section 14.1 is subject to Section 14.2 and Section 14.3.

Section 14.2 Exempted information. The obligations set out in Section 14.1 shall not apply to any information which:

- (a) is public knowledge and readily publicly accessible as of the date of such disclosure;
- (b) becomes public knowledge and readily publicly accessible, other than as a result of a breach of this ARTICLE XIV; or
- (c) has been publicly filed with the U.S. Securities and Exchange Commission.

Section 14.3 Permitted Disclosures. The restrictions on disclosing confidential information set out in Section 14.1 shall not apply to the disclosure of confidential information by an Economic Member:

- (a) to any person, with the prior written consent of the Managing Member (which may be given or withheld in the Managing Members sole discretion);
- (b) if required by law, rule or regulation applicable to the Economic Member (including without limitation disclosure of the tax treatment or consequences thereof), or by any Governmental Entity having jurisdiction over the Economic Member, or if requested by any Governmental Entity having jurisdiction over the Economic Member, but in each case only if the Economic Member (unless restricted by any relevant law or Governmental Entity): (i) provides the Managing Member with reasonable advance notice of any such required disclosure; (ii) consults with the Managing Member prior to making any disclosure, including in respect of the reasons for and content of the required disclosure; and (iii) takes all reasonable steps permitted by law that are requested by the Managing Member to prevent the disclosure of confidential information (including (a) using reasonable endeavors to oppose and prevent the requested disclosure and (b) returning to the Managing Member any confidential information held by the Economic Member or any person to whom the Economic Member has disclosed that confidential information in accordance with this Section); or

(c) to its trustees, officers, directors, employees, legal advisers, accountants, investment managers, investment advisers and other professional consultants who would customarily have access to such information in the normal course of performing their duties, but subject to the condition that each such person is bound either by professional duties of confidentiality or by an obligation of confidentiality in respect of the use and dissemination of the information no less onerous than this ARTICLE XIV.

ARTICLE XV - GENERAL PROVISIONS

Section 15.1 Addresses and Notices.

(a) Any notice to be served in connection with this Agreement shall be served in writing (which, for the avoidance of doubt, shall include e-mail) and any notice or other correspondence under or in connection with this Agreement shall be delivered to the relevant party at the address given in this Agreement (or, in the case of an Economic Member, in its Form of Adherence) or to such other address as may be notified in writing for the purposes of this Agreement to the party serving the document and that appears in the books and records of the relevant Series. The Company intends to make transmissions by electronic means to ensure prompt receipt and may also publish notices or reports on a secure electronic application to which all Members have access (including without limitation the Rally Rd. platform or any successor thereto), and any such publication shall constitute a valid method of serving notices under this Agreement.

(b) Any notice or correspondence shall be deemed to have been served as follows:

(i) in the case of hand delivery, on the date of delivery if delivered before 5:00 p.m. on a Business Day and otherwise at 9:00 a.m. on the first Business Day following delivery;

(ii) in the case of service by U.S. registered mail, on the third Business Day after the day on which it was posted;

(iii) in the case of email (subject to oral or electronic confirmation of receipt of the email in its entirety), on the date of transmission if transmitted before 5:00 p.m. on a Business Day and otherwise at 9:00 a.m. on the first Business Day following transmission; and

(iv) in the case of notices published on an electronic application, on the date of publication if published before 5:00 p.m. on a Business Day and otherwise at 9:00 a.m. on the first Business Day following publication.

(c) In proving service (other than service by e-mail), it shall be sufficient to prove that the notice or correspondence was properly addressed and left at or posted by registered mail to the place to which it was so addressed.

(d) Any notice to the Company (including any Series) shall be deemed given if received by any member of the Managing Member at the principal office of the Company designated pursuant to Section 2.3. The Managing Member and the Officers may rely and shall be protected

in relying on any notice or other document from an Economic Member or other Person if believed by it to be genuine.

Section 15.2 Further Action. The parties to this Agreement shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 15.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 15.4 Integration. This Agreement, together with the applicable Form of Adherence and Asset Management Agreement and any applicable Series Designation, constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 15.5 Creditors. None of the provisions of this Agreement shall be for the benefit of, or shall be enforceable by, any creditor of the Company or any Series.

Section 15.6 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, agreement or condition.

Section 15.7 Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each party shall become bound by this Agreement immediately upon affixing its signature hereto (which signature may be provided electronically) or, in the case of a Person acquiring an Interest, upon acceptance of its Form of Adherence.

Section 15.8 Applicable Law and Jurisdiction.

(a) This Agreement and the rights of the parties shall be governed by and construed in accordance with the laws of the State of Delaware. Non-contractual obligations (if any) arising out of or in connection with this agreement (including its formation) shall also be governed by the laws of the State of Delaware. The rights and liabilities of the Members in the Company and each Series and as between them shall be determined pursuant to the Delaware Act and this Agreement. To the extent the rights or obligations of any Member are different by reason of any provision of this Agreement than they would otherwise be under the Delaware Act in the absence of any such provision, or even if this Agreement is inconsistent with the Delaware Act, this Agreement shall control, except to the extent the Delaware Act prohibits any particular provision of the Delaware Act to be waived or modified by the Members, in which event any contrary provisions hereof shall be valid to the maximum extent permitted under the Delaware Act.

(b) To the fullest extent permitted by applicable law, any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Agreement, or the transactions contemplated hereby shall be brought in Chancery Court in the State of Delaware and each Member hereby consents to the exclusive jurisdiction of the Chancery Court in the State of Delaware (and of the appropriate appellate courts therefrom) in any suit, action or proceeding, and irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. To the fullest extent permitted by applicable law, each Member hereby waives the right to commence an action, suit or proceeding seeking to enforce any provisions of, or based on any matter arising out of or in connection with this Agreement, or the transactions contemplated hereby or thereby in any court outside of the Chancery Court in the State of Delaware except to the extent otherwise explicitly provided herein. The provisions of this Section 15.8(b) shall not be applicable to an action, suit or proceeding to the extent it pertains to a matter as to which the claims are exclusively vested in the jurisdiction of a court or forum other than the Court of Chancery of the State of Delaware, or if the Chancery Court in the State of Delaware does not have jurisdiction over such matter.

(c) Process in any suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any court. Without limiting the foregoing, each party agrees that service of process on such party by written notice pursuant to Section 11.1 will be deemed effective service of process on such party.

(d) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EVERY PARTY TO THIS AGREEMENT AND ANY OTHER PERSON WHO BECOMES A MEMBER OR HAS RIGHTS AS AN ASSIGNEE OF ANY PORTION OF ANY MEMBERS MEMBERSHIP INTEREST HEREBY WAIVES ANY RIGHT TO A JURY TRIAL AS TO ANY MATTER UNDER THIS AGREEMENT OR IN ANY OTHER WAY RELATING TO THE COMPANY OR THE RELATIONS UNDER THIS AGREEMENT OR OTHERWISE AS TO THE COMPANY AS BETWEEN OR AMONG ANY SAID PERSONS.

Section 15.9 Invalidity of Provisions. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

Section 15.10 Consent of Members. Each Member hereby expressly consents and agrees that, whenever in this Agreement it is specified that an action may be taken upon the affirmative vote or consent of less than all of the Members, such action may be so taken upon the concurrence of less than all of the Members and each Member shall be bound by the results of such action.

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IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

**MANAGING MEMBER
RSE MARKETS, INC.**

By: /s/ Christopher Bruno
Christopher Bruno
President

**COMPANY
RSE COLLECTION, LLC**

By: RSE Markets, Inc., its managing member

By: /s/ Christopher Bruno
Christopher Bruno
President

Exhibit 3.1
Series #77LE1, a series of RSE Collection, LLC

References to Sections and Articles set forth herein are references to Sections and Articles of the First Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC, as in effect as of the effective date of establishment set forth below.

Name of Series	Series #77LE1, a series of RSE Collection, LLC (“ <u>Series #77LE1</u> ”)
Effective date of establishment	October 3, 2016
Managing Member	RSE Markets, LLC, was appointed as the Managing Member of the Series #77LE1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of the Series #77LE1 until dissolution of the Series #77LE1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of the Series #77LE1 shall comprise the 1977 Lotus Esprit Series 1 acquired by the Series #77LE1 as at the date of this Series Designation and any assets and liabilities associated with such asset and such other assets and liabilities acquired by the Series #77LE1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Asset Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #77LE1 Interests the Company can issue is 2,000.
Number of Series #77LE1 Interests held by the Managing Member and its Affiliates	150 Series #77LE1 Interests
Broker	WealthForge Securities, LLC

Brokerage Fee	Up to 1.50% of the purchase price of the Interests from the Series #77LLE1 sold at the Initial Offering of the Series #77LE1 Interests (excluding the Series #77LE1 Interests acquired by any Person other than Investor Members)
Interest Designation	No Interest Designation shall be required in connection with the issuance of Series #77LE1 Interests
Voting	<p>Subject to Section 3.5, the Series #77LE1 Interests shall entitle the Record Holders thereof to one vote per-Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #77LE1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.</p> <p>The affirmative vote of the holders of not less than a majority of the Series #77LE1 Interests then Outstanding shall be required for:</p> <ul style="list-style-type: none"> (a) any amendment to this Agreement (including this Series Designation) that would adversely change the rights of the Series #77LE1 Interests; (b) mergers, consolidations or conversions of the Series #77LE1 or the Company; and (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #77LE1 Interests voting as a separate class. <p>Notwithstanding the foregoing, the separate approval of the holders of Series #77LE1 Interests shall not be required for any of the other matters specified under Section 12.1</p>
Splits	There shall be no subdivision of the Series #77LE1 Interests other than in accordance with Section 3.7
Sourcing Fee	No greater than \$3,662, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #77LE1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #77LE1 Interests
Officers	There shall initially be no specific officers associated with Series #77LE1, although, the Managing Member may appoint Officers of the Series #77LE1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.1	As stated in Article XII

Exhibit 3.2
Amended and Restated Series Designation of
Series #69BM1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this exhibit 3.2 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #69BM1, a series of RSE Collection, LLC (“Series #69BM1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.2”.

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.

Name of Series	Series #69BM1, a series of RSE Collection, LLC
Effective date of establishment	November 8, 2016
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #69BM1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #69BM1 until dissolution of Series #69BM1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #69BM1 shall comprise the 1969 Mustang Boss 302 which will be acquired by Series #69BM1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #69BM1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #69BM1 Interests the Company can issue is 2,000

**Number of Series #69BM1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #69BM1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #69BM1 sold at the Initial Offering of the Series #69BM1 Interests (excluding the Series #69BM1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #69BM1 Interests

Voting

Subject to Section 3.5, the Series #69BM1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #69BM1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #69BM1 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 #69BM1 Interests;

(b) mergers, consolidations or conversions of Series #69BM1 or the Company; and

(c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #69BM1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #69BM1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #69BM1 Interests other than in accordance with Section 3.7

Sourcing Fee	No greater than \$3,759, which may be waived by the Managing Member in its sole discretion
Other rights	Holders of Series #69BM1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #69BM1 Interests
Officers	There shall initially be no specific officers associated with Series #69BM1, although, the Managing Member may appoint Officers of Series #69BM1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.2	As stated in Article XII

Exhibit 3.3
Amended and Restated Series Designation of
Series #88LJ1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this exhibit 3.3 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #88LJ1, a series of RSE Collection, LLC (“Series #88LJ1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.3”.

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.

Name of Series	Series #88LJ1, a series of RSE Collection, LLC
Effective date of establishment	November 23, 2016
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #88LJ1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #88LJ1 until dissolution of Series #88LJ1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #88LJ1 shall comprise the 1988 Lamborghini Jalpa which will be acquired by Series #88LJ1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #88LJ1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #88LJ1 Interests the Company can issue is 2,000

**Number of Series #88LJ1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #88LJ1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #88LJ1 sold at the Initial Offering of the Series #88LJ1 Interests (excluding the Series #88LJ1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #88LJ1 Interests

Voting

Subject to Section 3.5, the Series #88LJ1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #88LJ1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #88LJ1 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 #88LJ1 Interests;
- (b) mergers, consolidations or conversions of Series #88LJ1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #88LJ1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #88LJ1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #88LJ1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$175, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #88LJ1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #88LJ1 Interests
Officers	There shall initially be no specific officers associated with Series #88LJ1, although, the Managing Member may appoint Officers of Series #88LJ1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.3	As stated in Article XII

Exhibit 3.4
Amended and Restated Series Designation of
Series #85FT1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this exhibit 3.4 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #85FT1, a series of RSE Collection, LLC (“Series #85FT1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.4”.

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.

Name of Series	Series #85FT1, a series of RSE Collection, LLC
Effective date of establishment	July 5, 2017
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #85FT1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #85FT1 until dissolution of Series #85FT1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #85FT1 shall comprise the 1985 Ferrari Testarossa which will be acquired by Series #85FT1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #85FT1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #85FT1 Interests the Company can issue is 2,000

**Number of Series #85FT1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #85FT1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #85FT1 sold at the Initial Offering of the Series #85FT1 Interests (excluding the Series #85FT1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #85FT1 Interests

Voting

Subject to Section 3.5, the Series #85FT1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #85FT1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #85FT1 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 #85FT1 Interests;
- (b) mergers, consolidations or conversions of Series #85FT1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #85FT1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #85FT1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #85FT1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$0

Other rights	Holders of Series #85FT1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #85FT1 Interests
Officers	There shall initially be no specific officers associated with Series #85FT1, although, the Managing Member may appoint Officers of Series #85FT1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.4	As stated in Article XII

Exhibit 3.5
Amended and Restated Series Designation of
Series #55PS1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this exhibit 3.5 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #55PS1, a series of RSE Collection, LLC (“Series #55PS1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.5”.

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.

Name of Series	Series #55PS1, a series of RSE Collection, LLC
Effective date of establishment	August 9, 2017
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #55PS1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #55PS1 until dissolution of Series #55PS1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #55PS1 shall comprise the 1955 Porsche Speedster which will be acquired by Series #55PS1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #55PS1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #55PS1 Interests the Company can issue is 2,000

**Number of Series #55PS1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #55PS1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #55PS1 sold at the Initial Offering of the Series #55PS1 Interests (excluding the Series #55PS1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #55PS1 Interests

Voting

Subject to Section 3.5, the Series #55PS1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #55PS1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #55PS1 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 #55PS1 Interests;
- (b) mergers, consolidations or conversions of Series #55PS1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #55PS1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #55PS1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #55PS1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$6,323, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #55PS1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #55PS1 Interests
Officers	There shall initially be no specific officers associated with Series #55PS1, although, the Managing Member may appoint Officers of Series #55PS1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.5	As stated in Article XII

Exhibit 3.6
Amended and Restated Series Designation of
Series #83FB1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this exhibit 3.6 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #83FB1, a series of RSE Collection, LLC (“Series #83FB1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.6”.

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.

Name of Series	Series #83FB1, a series of RSE Collection, LLC
Effective date of establishment	November 27, 2017
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #83FB1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #83FB1 until dissolution of Series #83FB1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #83FB1 shall comprise the 1983 Ferrari 512 BBi which will be acquired by Series #83FB1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #83FB1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #83FB1 Interests the Company can issue is 5,000

**Number of Series #83FB1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #83FB1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #83FB1 sold at the Initial Offering of the Series #83FB1 Interests (excluding the Series #83FB1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #83FB1 Interests

Voting

Subject to Section 3.5, the Series #83FB1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #83FB1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #83FB1 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 #83FB1 Interests;
- (b) mergers, consolidations or conversions of Series #83FB1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #83FB1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #83FB1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #83FB1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$11,767

Other rights	Holders of Series #83FB1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #83FB1 Interests
Officers	There shall initially be no specific officers associated with Series #83FB1, although, the Managing Member may appoint Officers of Series #83FB1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.6	As stated in Article XII

Exhibit 3.7
Amended and Restated Series Designation of
Series #93XJ1, a series of RSE Collection, LLC

(a) In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.7 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #93XJ1, a series of RSE Collection, LLC (“Series #93XJ1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.7”.

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.

Name of Series	Series #93XJ1, a series of RSE Collection, LLC
Effective date of establishment	November 30, 2017
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #93XJ1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #93XJ1 until dissolution of Series #93XJ1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #93XJ1 shall comprise the 1993 Jaguar XJ220 which will be acquired by Series #93XJ1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #93XJ1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #93XJ1 Interests the Company can issue is 5,000

**Number of Series #93XJ1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #93XJ1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #93XJ1 sold at the Initial Offering of the Series #93XJ1 Interests (excluding the Series #93XJ1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #93XJ1 Interests

Voting

Subject to Section 3.5, the Series #93XJ1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #93XJ1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #93XJ1 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 #93XJ1 Interests;
- (b) mergers, consolidations or conversions of Series #93XJ1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #93XJ1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #93XJ1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #93XJ1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$2,188, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #93XJ1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #93XJ1 Interests
Officers	There shall initially be no specific officers associated with Series #93XJ1, although, the Managing Member may appoint Officers of Series #93XJ1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.7	As stated in Article XII

Exhibit 3.8
Series Designation of
Series #95BL1, a series of RSE Collection, LLC

(a) In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.8 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #95BL1, a series of RSE Collection, LLC (“Series #95BL1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.8”.

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.

Name of Series	Series #95BL1, a series of RSE Collection, LLC
Effective date of establishment	April 13, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #95BL1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #95BL1 until dissolution of Series #95BL1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #95BL1 shall comprise the 1995 BMW E36 M3 Lightweight which will be acquired by Series #95BL1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #95BL1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #95BL1 Interests the Company can issue is 2,000

**Number of Series #95BL1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #95BL1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #95BL1 sold at the Initial Offering of the Series #95BL1 Interests (excluding the Series #95BL1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #95BL1 Interests

Voting

Subject to Section 3.5, the Series #95BL1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #95BL1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #95BL1 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 #95BL1 Interests;
- (b) mergers, consolidations or conversions of Series #95BL1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #95BL1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #95BL1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #95BL1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$851, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #95BL1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #95BL1 Interests
Officers	There shall initially be no specific officers associated with Series #95BL1, although, the Managing Member may appoint Officers of Series #95BL1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.6	As stated in Article XII

Exhibit 3.9
Series Designation of
Series #90FM1, a series of RSE Collection, LLC

(a) In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.9 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #90FM1, a series of RSE Collection, LLC (“Series #90FM1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.9”.

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.

Name of Series	Series #90FM1, a series of RSE Collection, LLC
Effective date of establishment	June 15, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #90FM1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #90FM1 until dissolution of Series #90FM1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #90FM1 shall comprise the 1990 Ford Mustang 7-Up Edition which will be acquired by Series #90FM1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #90FM1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #90FM1 Interests the Company can issue is 2,000

**Number of Series #90FM1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #90FM1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #90FM1 sold at the Initial Offering of the Series #90FM1 Interests (excluding the Series #90FM1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #90FM1 Interests

Voting

Subject to Section 3.5, the Series #90FM1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #90FM1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #90FM1 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 #90FM1 Interests;
- (b) mergers, consolidations or conversions of Series #90FM1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #90FM1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #90FM1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #90FM1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$525, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #90FM1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #90FM1 Interests
Officers	There shall initially be no specific officers associated with Series #90FM1, although, the Managing Member may appoint Officers of Series #90FM1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.9	As stated in Article XII

Exhibit 3.10
Series Designation of
Series #89PS1, a series of RSE Collection, LLC

(a) In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.10 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #89PS1, a series of RSE Collection, LLC (“Series #89PS1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.10”.

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.

Name of Series	Series #89PS1, a series of RSE Collection, LLC
Effective date of establishment	June 13, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #89PS1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #89PS1 until dissolution of Series #89PS1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #89PS1 shall comprise the 1989 Porsche 911 Speedster which will be acquired by Series #89PS1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #89PS1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #89PS1 Interests the Company can issue is 2,000

**Number of Series #89PS1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #89PS1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #89PS1 sold at the Initial Offering of the Series #89PS1 Interests (excluding the Series #89PS1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #89PS1 Interests

Voting

Subject to Section 3.5, the Series #89PS1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #89PS1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #89PS1 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 #89PS1 Interests;
- (b) mergers, consolidations or conversions of Series #89PS1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #89PS1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #89PS1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #89PS1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$2,120, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #89PS1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #89PS1 Interests
Officers	There shall initially be no specific officers associated with Series #89PS1, although, the Managing Member may appoint Officers of Series #89PS1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.6	As stated in Article XII

Exhibit 3.11
Series Designation of
Series #98DV1, a series of RSE Collection, LLC

(a) In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.11 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #98DV1, a series of RSE Collection, LLC (“Series #98DV1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.11”.

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.

Name of Series	Series #98DV1, a series of RSE Collection, LLC
Effective date of establishment	August 6, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #98DV1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #98DV1 until dissolution of Series #98DV1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #98DV1 shall comprise the 1998 Dodge Viper GTS-R which will be acquired by Series #98DV1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #98DV1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #98DV1 Interests the Company can issue is 2,000

**Number of Series #98DV1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #98DV1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #98DV1 sold at the Initial Offering of the Series #98DV1 Interests (excluding the Series #98DV1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #98DV1 Interests

Voting

Subject to Section 3.5, the Series #98DV1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #98DV1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #98DV1 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 #98DV1 Interests;
- (b) mergers, consolidations or conversions of Series #98DV1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #98DV1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #98DV1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #98DV1 Interests other than in accordance with Section 3.6

Sourcing Fee

No greater than \$2,425, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #98DV1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #98DV1 Interests
Officers	There shall initially be no specific officers associated with Series #98DV1, although, the Managing Member may appoint Officers of Series #98DV1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.11	As stated in Article XII

Exhibit 3.12
Series Designation of
Series #80LC1, a series of RSE Collection, LLC

(a) In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.12 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #80LC1, a series of RSE Collection, LLC (“Series #80LC1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.12”.

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.

Name of Series	Series #80LC1, a series of RSE Collection, LLC
Effective date of establishment	August 8, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #80LC1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #80LC1 until dissolution of Series #80LC1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #80LC1 shall comprise the 1980 Lamborghini Countach LP400 S Turbo which will be acquired by Series #80LC1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #80LC1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #80LC1 Interests the Company can issue is 5,000

**Number of Series #80LC1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #80LC1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #80LC1 sold at the Initial Offering of the Series #80LC1 Interests (excluding the Series #80LC1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #80LC1 Interests

Voting

Subject to Section 3.5, the Series #80LC1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #80LC1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #80LC1 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 #80LC1 Interests;
- (b) mergers, consolidations or conversions of Series #80LC1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #80LC1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #80LC1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #80LC1 Interests other than in accordance with Section 3.12

Sourcing Fee

No greater than \$9,357, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #80LC1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #80LC1 Interests
Officers	There shall initially be no specific officers associated with Series #80LC1, although, the Managing Member may appoint Officers of Series #80LC1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.12	As stated in Article XII

Exhibit 3.13
Series Designation of
Series #72FG1, a series of RSE Collection, LLC

(a) In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.13 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #72FG1, a series of RSE Collection, LLC (“Series #72FG1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.13”.

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.

Name of Series	Series #72FG1, a series of RSE Collection, LLC
Effective date of establishment	August 22, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #72FG1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #72FG1 until dissolution of Series #72FG1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #72FG1 shall comprise the 1972 Ferrari 365 GTC/4 which will be acquired by Series #72FG1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #72FG1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #72FG1 Interests the Company can issue is 5,476

**Number of Series #72FG1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #72FG1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #72FG1 sold at the Initial Offering of the Series #72FG1 Interests (excluding the Series #72FG1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #72FG1 Interests

Voting

Subject to Section 3.5, the Series #72FG1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #72FG1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #72FG1 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 #72FG1 Interests;
- (b) mergers, consolidations or conversions of Series #72FG1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #72FG1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #72FG1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #72FG1 Interests other than in accordance with Section 3.12

Sourcing Fee

No greater than \$3,990, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #72FG1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #72FG1 Interests
Officers	There shall initially be no specific officers associated with Series #72FG1, although, the Managing Member may appoint Officers of Series #72FG1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.13	As stated in Article XII

Exhibit 3.14
Series Designation of
Series #06FS1, a series of RSE Collection, LLC

(a) In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.14 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #06FS1, a series of RSE Collection, LLC (“Series #06FS1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.14”.

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.

Name of Series	Series #06FS1, a series of RSE Collection, LLC
Effective date of establishment	August 24, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #06FS1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #06FS1 until dissolution of Series #06FS1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #06FS1 shall comprise the 2006 Ferrari F430 Spider Manual Transmission which will be acquired by Series #06FS1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #06FS1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #06FS1 Interests the Company can issue is 5,251

**Number of Series #06FS1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #06FS1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #06FS1 sold at the Initial Offering of the Series #06FS1 Interests (excluding the Series #06FS1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #06FS1 Interests

Voting

Subject to Section 3.5, the Series #06FS1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #06FS1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #06FS1 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 #06FS1 Interests;
- (b) mergers, consolidations or conversions of Series #06FS1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #06FS1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #06FS1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #06FS1 Interests other than in accordance with Section 3.12

Sourcing Fee

No greater than \$1,968, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #06FS1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #06FS1 Interests
Officers	There shall initially be no specific officers associated with Series #06FS1, although, the Managing Member may appoint Officers of Series #06FS1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.14	As stated in Article XII

Exhibit 3.15
Series Designation of
Series #94DV1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.15 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #94DV1, a series of RSE Collection, LLC (“Series #94DV1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.15”.

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.

Name of Series	Series #94DV1, a series of RSE Collection, LLC
Effective date of establishment	October 4, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #94DV1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #94DV1 until dissolution of Series #94DV1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #94DV1 shall comprise the 1994 Dodge Viper RT/10 which will be acquired by Series #94DV1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #94DV1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #94DV1 Interests the Company can issue is 2,000

**Number of Series #98DV1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #94DV1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #94DV1 sold at the Initial Offering of the Series #94DV1 Interests (excluding the Series #94DV1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #94DV1 Interests

Voting

Subject to Section 3.5, the Series #94DV1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #94DV1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #94DV1 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 #94DV1 Interests;
- (b) mergers, consolidations or conversions of Series #94DV1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #94DV1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #94DV1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #94DV1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$941, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #94DV1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #94DV1 Interests
Officers	There shall initially be no specific officers associated with Series #94DV1, although, the Managing Member may appoint Officers of Series #94DV1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.15	As stated in Article XII

Exhibit 3.16
Series Designation of
Series #91MV1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.16 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #91MV1, a series of RSE Collection, LLC (“Series #91MV1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.16”.

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.

Name of Series	Series #91MV1, a series of RSE Collection, LLC
Effective date of establishment	October 12, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #91MV1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #91MV1 until dissolution of Series #91MV1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #91MV1 shall comprise the 1991 Mitsubishi 3000GT VR4 which will be acquired by Series #91MV1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #91MV1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #91MV1 Interests the Company can issue is 2,200

**Number of Series #91MV1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #91MV1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #91MV1 sold at the Initial Offering of the Series #91MV1 Interests (excluding the Series #91MV1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #91MV1 Interests

Voting

Subject to Section 3.5, the Series #91MV1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #91MV1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #91MV1 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 #91MV1 Interests;
- (b) mergers, consolidations or conversions of Series #91MV1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #91MV1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #91MV1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #91MV1 Interests other than in accordance with Section 3.7

Sourcing Fee	No greater than \$2,647, which may be waived by the Managing Member in its sole discretion
Other rights	Holders of Series #91MV1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #91MV1 Interests
Officers	There shall initially be no specific officers associated with Series #91MV1, although, the Managing Member may appoint Officers of Series #91MV1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.16	As stated in Article XII

Exhibit 3.17
Series Designation of
Series #02AX1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.17 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #02AX1, a series of RSE Collection, LLC (“Series #02AX1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.17”.

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.

Name of Series	Series #02AX1, a series of RSE Collection, LLC
Effective date of establishment	October 5, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #02AX1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #02AX1 until dissolution of Series #02AX1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #02AX1 shall comprise the 2002 Acura NSX-T which will be acquired by Series #02AX1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #02AX1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #02AX1 Interests the Company can issue is 2,000

**Number of Series #02AX1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #02AX1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #02AX1 sold at the Initial Offering of the Series #02AX1 Interests (excluding the Series #02AX1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #02AX1 Interests

Voting

Subject to Section 3.5, the Series #02AX1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #02AX1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #02AX1 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 #02AX1 Interests;
- (b) mergers, consolidations or conversions of Series #02AX1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #02AX1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #02AX1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #02AX1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$2,009, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #02AX1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #02AX1 Interests
Officers	There shall initially be no specific officers associated with Series #02AX1, although, the Managing Member may appoint Officers of Series #02AX1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.17	As stated in Article XII

Exhibit 3.18
Series Designation of
Series #92LD1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.18 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #92LD1, a series of RSE Collection, LLC (“Series #92LD1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.18”.

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.

Name of Series	Series #92LD1, a series of RSE Collection, LLC
Effective date of establishment	October 6, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #92LD1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #92LD1 until dissolution of Series #92LD1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #92LD1 shall comprise the 1992 Lancia Delta Integrale Evo Martini 5 which will be acquired by Series #92LD1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #92LD1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #92LD1 Interests the Company can issue is 3,000

**Number of Series #92LD1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #92LD1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #92LD1 sold at the Initial Offering of the Series #92LD1 Interests (excluding the Series #92LD1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #92LD1 Interests

Voting

Subject to Section 3.5, the Series #92LD1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #92LD1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #92LD1 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 #92LD1 Interests;
- (b) mergers, consolidations or conversions of Series #92LD1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #92LD1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #92LD1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #92LD1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$2,522, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #92LD1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #92LD1 Interests
Officers	There shall initially be no specific officers associated with Series #92LD1, although, the Managing Member may appoint Officers of Series #92LD1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.18	As stated in Article XII

Exhibit 3.19
Series Designation of
Series #99LE1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.19 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #99LE1, a series of RSE Collection, LLC (“Series #99LE1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.19”.

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.

Name of Series	Series #99LE1, a series of RSE Collection, LLC
Effective date of establishment	October 7, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #99LE1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #99LE1 until dissolution of Series #99LE1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #99LE1 shall comprise the 1999 Lotus Esprit Sport 350 which will be acquired by Series #99LE1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #99LE1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #99LE1 Interests the Company can issue is 2,000

**Number of Series #99LE1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #99LE1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #99LE1 sold at the Initial Offering of the Series #99LE1 Interests (excluding the Series #99LE1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #99LE1 Interests

Voting

Subject to Section 3.5, the Series #99LE1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #99LE1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #99LE1 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 #99LE1 Interests;

(b) mergers, consolidations or conversions of Series #99LE1 or the Company; and

(c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #99LE1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #99LE1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #99LE1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$2,148, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #99LE1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #99LE1 Interests
Officers	There shall initially be no specific officers associated with Series #99LE1, although, the Managing Member may appoint Officers of Series #99LE1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.19	As stated in Article XII

Exhibit 3.20
Series Designation of
Series #91GS1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.20 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #91GS1, a series of RSE Collection, LLC (“Series #91GS1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.20”.

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.

Name of Series	Series #91GS1, a series of RSE Collection, LLC
Effective date of establishment	To be updated upon completion of purchase agreement negotiations
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #91GS1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #91GS1 until dissolution of Series #91GS1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #91GS1 shall comprise the 1999 Ferrari 456M GT which will be acquired by Series #91GS1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #91GS1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #91GS1 Interests the Company can issue is 2,200

**Number of Series #91GS1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #91GS1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #91GS1 sold at the Initial Offering of the Series #91GS1 Interests (excluding the Series #91GS1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #91GS1 Interests

Voting

Subject to Section 3.5, the Series #91GS1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #91GS1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #91GS1 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 #91GS1 Interests;
- (b) mergers, consolidations or conversions of Series #91GS1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #91GS1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #91GS1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #91GS1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$2,001, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #91GS1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #91GS1 Interests
Officers	There shall initially be no specific officers associated with Series #91GS1, although, the Managing Member may appoint Officers of Series #91GS1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.20	As stated in Article XII

Exhibit 3.21
Series Designation of
Series #99FG1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.21 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #99FG1, a series of RSE Collection, LLC (“Series #99FG1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.21”.

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.

Name of Series	Series #99FG1, a series of RSE Collection, LLC
Effective date of establishment	To be updated upon completion of purchase agreement negotiations
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #99FG1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #99FG1 until dissolution of Series #99FG1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #99FG1 shall comprise the 1999 Ferrari 456M GT which will be acquired by Series #99FG1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #99FG1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #99FG1 Interests the Company can issue is 2,200

**Number of Series #99FG1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #99FG1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #99FG1 sold at the Initial Offering of the Series #99FG1 Interests (excluding the Series #99FG1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #99FG1 Interests

Voting

Subject to Section 3.5, the Series #99FG1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #99FG1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #99FG1 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 #99FG1 Interests;
- (b) mergers, consolidations or conversions of Series #99FG1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #99FG1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #99FG1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #99FG1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$2,902, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #99FG1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #99FG1 Interests
Officers	There shall initially be no specific officers associated with Series #99FG1, although, the Managing Member may appoint Officers of Series #99FG1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.21	As stated in Article XII

Exhibit 3.22
Series Designation of
Series #88PT1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.22 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #88PT1, a series of RSE Collection, LLC (“Series #88PT1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.22”.

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.

Name of Series	Series #88PT1, a series of RSE Collection, LLC
Effective date of establishment	To be updated upon completion of purchase agreement negotiations
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #88PT1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #88PT1 until dissolution of Series #88PT1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #88PT1 shall comprise the 1988 Porsche 944 Turbo S which will be acquired by Series #88PT1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #88PT1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #88PT1 Interests the Company can issue is 2,200

**Number of Series #88PT1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #88PT1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #88PT1 sold at the Initial Offering of the Series #88PT1 Interests (excluding the Series #88PT1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #88PT1 Interests

Voting

Subject to Section 3.5, the Series #88PT1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #88PT1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #88PT1 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 #88PT1 Interests;
- (b) mergers, consolidations or conversions of Series #88PT1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #88PT1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #88PT1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #88PT1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$2,510, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #88PT1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #88PT1 Interests
Officers	There shall initially be no specific officers associated with Series #88PT1, although, the Managing Member may appoint Officers of Series #88PT1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.22	As stated in Article XII

Exhibit 3.23
Series Designation of
Series #90ME1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.23 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #90ME1, a series of RSE Collection, LLC (“Series #90ME1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.23”.

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.

Name of Series	Series #90ME1, a series of RSE Collection, LLC
Effective date of establishment	November 14, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #90ME1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #90ME1 until dissolution of Series #90ME1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #90ME1 shall comprise the 1990 Mercedes 190E 2.5-16 Evo II which will be acquired by Series #90ME1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #90ME1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #90ME1 Interests the Company can issue is 5,750

**Number of Series #90ME1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #90ME1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #90ME1 sold at the Initial Offering of the Series #90ME1 Interests (excluding the Series #90ME1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #90ME1 Interests

Voting

Subject to Section 3.5, the Series #90ME1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #90ME1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #90ME1 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 #90ME1 Interests;
- (b) mergers, consolidations or conversions of Series #90ME1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #90ME1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #90ME1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #90ME1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$7,917, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #90ME1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #90ME1 Interests
Officers	There shall initially be no specific officers associated with Series #90ME1, although, the Managing Member may appoint Officers of Series #90ME1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.23	As stated in Article XII

Exhibit 3.24
Series Designation of
Series #82AB1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.24 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #82AB1, a series of RSE Collection, LLC (“Series #82AB1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.24”.

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.

Name of Series	Series #82AB1, a series of RSE Collection, LLC
Effective date of establishment	To be updated upon completion of purchase agreement negotiations
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #82AB1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #82AB1 until dissolution of Series #82AB1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #82AB1 shall comprise the 1982 Alpina B6 2.8 which will be acquired by Series #82AB1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #82AB1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #82AB1 Interests the Company can issue is 2,200

**Number of Series #82AB1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #82AB1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #82AB1 sold at the Initial Offering of the Series #82AB1 Interests (excluding the Series #82AB1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #82AB1 Interests

Voting

Subject to Section 3.5, the Series #82AB1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #82AB1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #82AB1 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 #82AB1 Interests;
- (b) mergers, consolidations or conversions of Series #82AB1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #82AB1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #82AB1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #82AB1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$4,687, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #82AB1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #82AB1 Interests
Officers	There shall initially be no specific officers associated with Series #82AB1, although, the Managing Member may appoint Officers of Series #82AB1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.24	As stated in Article XII

Exhibit 3.25
Series Designation of
Series #00FM1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.25 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #00FM1, a series of RSE Collection, LLC (“Series #00FM1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.25”.

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.

Name of Series	Series #00FM1, a series of RSE Collection, LLC
Effective date of establishment	October 30, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #00FM1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #00FM1 until dissolution of Series #00FM1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #00FM1 shall comprise the 2000 Ford Mustang Cobra R which will be acquired by Series #00FM1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #00FM1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #00FM1 Interests the Company can issue is 2,000

**Number of Series #00FM1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #00FM1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #00FM1 sold at the Initial Offering of the Series #00FM1 Interests (excluding the Series #00FM1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #00FM1 Interests

Voting

Subject to Section 3.5, the Series #00FM1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #00FM1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #00FM1 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 #00FM1 Interests;
- (b) mergers, consolidations or conversions of Series #00FM1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #00FM1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #00FM1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #00FM1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$995, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #00FM1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #00FM1 Interests
Officers	There shall initially be no specific officers associated with Series #00FM1, although, the Managing Member may appoint Officers of Series #00FM1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.25	As stated in Article XII

Exhibit 3.26
Series Designation of
Series #94LD1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.26 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #94LD1, a series of RSE Collection, LLC (“Series #94LD1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.26”.

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.

Name of Series	Series #94LD1, a series of RSE Collection, LLC
Effective date of establishment	November 1, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #94LD1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #94LD1 until dissolution of Series #94LD1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #94LD1 shall comprise the 1994 Lamborghini Diablo SE30 which will be acquired by Series #94LD1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #94LD1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #94LD1 Interests the Company can issue is 5,000

**Number of Series #94LD1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #94LD1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #94LD1 sold at the Initial Offering of the Series #94LD1 Interests (excluding the Series #94LD1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #94LD1 Interests

Voting

Subject to Section 3.5, the Series #94LD1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #94LD1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #94LD1 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 #94LD1 Interests;
- (b) mergers, consolidations or conversions of Series #94LD1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #94LD1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #94LD1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #94LD1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$12,015, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #94LD1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #94LD1 Interests
Officers	There shall initially be no specific officers associated with Series #94LD1, although, the Managing Member may appoint Officers of Series #94LD1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.26	As stated in Article XII

Exhibit 3.27
Series Designation of
Series #02BZ1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.27 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #02BZ1, a series of RSE Collection, LLC (“Series #02BZ1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.27”.

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.

Name of Series	Series #02BZ1, a series of RSE Collection, LLC
Effective date of establishment	November 2, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #02BZ1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #02BZ1 until dissolution of Series #02BZ1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #02BZ1 shall comprise the 2002 BMW Z8 which will be acquired by Series #02BZ1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #02BZ1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #02BZ1 Interests the Company can issue is 3,000

**Number of Series #02BZ1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #02BZ1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #02BZ1 sold at the Initial Offering of the Series #02BZ1 Interests (excluding the Series #02BZ1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #02BZ1 Interests

Voting

Subject to Section 3.5, the Series #02BZ1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #02BZ1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #02BZ1 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 #02BZ1 Interests;
- (b) mergers, consolidations or conversions of Series #02BZ1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #02BZ1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #02BZ1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #02BZ1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$3,225, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #02BZ1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #02BZ1 Interests
Officers	There shall initially be no specific officers associated with Series #02BZ1, although, the Managing Member may appoint Officers of Series #02BZ1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.27	As stated in Article XII

Exhibit 3.28
Series Designation of
Series #88BM1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.28 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #88BM1, a series of RSE Collection, LLC (“Series #88BM1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.28”.

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.

Name of Series	Series #88BM1, a series of RSE Collection, LLC
Effective date of establishment	November 8, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #88BM1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #88BM1 until dissolution of Series #88BM1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #88BM1 shall comprise the 1988 BMW E30 M3 which will be acquired by Series #88BM1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #88BM1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #88BM1 Interests the Company can issue is 3,000

**Number of Series #88BM1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #88BM1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #88BM1 sold at the Initial Offering of the Series #88BM1 Interests (excluding the Series #88BM1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #88BM1 Interests

Voting

Subject to Section 3.5, the Series #88BM1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #88BM1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #88BM1 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 #88BM1 Interests;
- (b) mergers, consolidations or conversions of Series #88BM1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #88BM1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #88BM1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #88BM1 Interests other than in accordance with Section 3.7

Sourcing Fee	No greater than \$995, which may be waived by the Managing Member in its sole discretion
Other rights	Holders of Series #88BM1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #88BM1 Interests
Officers	There shall initially be no specific officers associated with Series #88BM1, although, the Managing Member may appoint Officers of Series #88BM1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.28	As stated in Article XII

Exhibit 3.29
Series Designation of
Series #11BM1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.29 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #11BM1, a series of RSE Collection, LLC (“Series #11BM1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.29”.

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.

Name of Series	Series #11BM1, a series of RSE Collection, LLC
Effective date of establishment	November 6, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #11BM1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #11BM1 until dissolution of Series #11BM1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #11BM1 shall comprise the 2011 BMW 1M which will be acquired by Series #11BM1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #11BM1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #11BM1 Interests the Company can issue is 2,000

**Number of Series #11BM1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #11BM1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #11BM1 sold at the Initial Offering of the Series #11BM1 Interests (excluding the Series #11BM1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #11BM1 Interests

Voting

Subject to Section 3.5, the Series #11BM1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #11BM1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #11BM1 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 #11BM1 Interests;

(b) mergers, consolidations or conversions of Series #11BM1 or the Company; and

(c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #11BM1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #11BM1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #11BM1 Interests other than in accordance with Section 3.7

Sourcing Fee	No greater than \$832, which may be waived by the Managing Member in its sole discretion
Other rights	Holders of Series #11BM1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #11BM1 Interests
Officers	There shall initially be no specific officers associated with Series #11BM1, although, the Managing Member may appoint Officers of Series #11BM1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.29	As stated in Article XII

Exhibit 3.30
Series Designation of
Series #03PG1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.30 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #03PG1, a series of RSE Collection, LLC (“Series #03PG1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.30”.

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.

Name of Series	Series #03PG1, a series of RSE Collection, LLC
Effective date of establishment	November 9, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #03PG1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #03PG1 until dissolution of Series #03PG1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #03PG1 shall comprise the 2003 Porsche 911 GT2 which will be acquired by Series #03PG1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #03PG1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #03PG1 Interests the Company can issue is 3,000

**Number of Series #03PG1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #03PG1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #03PG1 sold at the Initial Offering of the Series #03PG1 Interests (excluding the Series #03PG1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #03PG1 Interests

Voting

Subject to Section 3.5, the Series #03PG1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #03PG1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #03PG1 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 #03PG1 Interests;
- (b) mergers, consolidations or conversions of Series #03PG1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #03PG1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #03PG1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #03PG1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$1,777, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #03PG1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #03PG1 Interests
Officers	There shall initially be no specific officers associated with Series #03PG1, although, the Managing Member may appoint Officers of Series #03PG1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.30	As stated in Article XII

Exhibit 3.31
Series Designation of
Series #06FG1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.31 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #06FG1, a series of RSE Collection, LLC (“Series #06FG1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.31”.

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.

Name of Series	Series #06FG1, a series of RSE Collection, LLC
Effective date of establishment	November 7, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #06FG1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #06FG1 until dissolution of Series #06FG1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #06FG1 shall comprise the 2006 Ford GT which will be acquired by Series #06FG1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #06FG1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #06FG1 Interests the Company can issue is 5,000

**Number of Series #06FG1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #06FG1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #06FG1 sold at the Initial Offering of the Series #06FG1 Interests (excluding the Series #06FG1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #06FG1 Interests

Voting

Subject to Section 3.5, the Series #06FG1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #06FG1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #06FG1 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 #06FG1 Interests;
- (b) mergers, consolidations or conversions of Series #06FG1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #06FG1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #06FG1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #06FG1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$3,469, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #06FG1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #06FG1 Interests
Officers	There shall initially be no specific officers associated with Series #06FG1, although, the Managing Member may appoint Officers of Series #06FG1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.31	As stated in Article XII

Exhibit 3.32
Series Designation of
Series #72MC1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.32 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #72MC1, a series of RSE Collection, LLC (“Series #72MC1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.32”.

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.

Name of Series	Series #72MC1, a series of RSE Collection, LLC
Effective date of establishment	November 13, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #72MC1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #72MC1 until dissolution of Series #72MC1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #72MC1 shall comprise the 1972 Mazda Cosmo Sport which will be acquired by Series #72MC1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #72MC1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #72MC1 Interests the Company can issue is 2,000

**Number of Series #72MC1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #72MC1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #72MC1 sold at the Initial Offering of the Series #72MC1 Interests (excluding the Series #72MC1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #72MC1 Interests

Voting

Subject to Section 3.5, the Series #72MC1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #72MC1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #72MC1 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 #72MC1 Interests;

(b) mergers, consolidations or conversions of Series #72MC1 or the Company; and

(c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #72MC1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #72MC1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #72MC1 Interests other than in accordance with Section 3.7

Sourcing Fee	No greater than \$2,428, which may be waived by the Managing Member in its sole discretion
Other rights	Holders of Series #72MC1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #72MC1 Interests
Officers	There shall initially be no specific officers associated with Series #72MC1, although, the Managing Member may appoint Officers of Series #72MC1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.32	As stated in Article XII

Exhibit 3.33
Amended and Restated Series Designation of
Series #65AG1, a series of RSE Collection, LLC

In accordance with the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated February 24, 2019 (the “Agreement”) and upon the execution of this Exhibit 3.33 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #65AG1, a series of RSE Collection, LLC (“Series #65AG1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.33”.

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.

Name of Series	Series #65AG1, a series of RSE Collection, LLC
Effective date of establishment	December 6, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #65AG1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #65AG1 until dissolution of Series #65AG1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #65AG1 shall comprise the 1965 Alfa Romeo Giulia Sprint Speciale which will be acquired by Series #65AG1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #65AG1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #65AG1 Interests the Company can issue is 2,000

**Number of Series #65AG1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #65AG1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #65AG1 sold at the Initial Offering of the Series #65AG1 Interests (excluding the Series #65AG1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #65AG1 Interests

Voting

Subject to Section 3.5, the Series #65AG1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #65AG1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #65AG1 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 #65AG1 Interests;
- (b) mergers, consolidations or conversions of Series #65AG1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #65AG1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #65AG1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #65AG1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$1,878, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #65AG1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #65AG1 Interests
Officers	There shall initially be no specific officers associated with Series #65AG1, although, the Managing Member may appoint Officers of Series #65AG1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.33	As stated in Article XII

Exhibit 3.34
Series Designation of
Series #76PT1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.34 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #76PT1, a series of RSE Collection, LLC (“Series #76PT1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.34”.

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.

Name of Series	Series #76PT1, a series of RSE Collection, LLC
Effective date of establishment	December 7, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #76PT1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #76PT1 until dissolution of Series #76PT1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #76PT1 shall comprise the 1976 Porsche 911 Turbo Carrera which will be acquired by Series #76PT1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #76PT1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #76PT1 Interests the Company can issue is 3,000

**Number of Series #76PT1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #76PT1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #76PT1 sold at the Initial Offering of the Series #76PT1 Interests (excluding the Series #76PT1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #76PT1 Interests

Voting

Subject to Section 3.5, the Series #76PT1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #76PT1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #76PT1 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 #76PT1 Interests;
- (b) mergers, consolidations or conversions of Series #76PT1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #76PT1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #76PT1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #76PT1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$2,244, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #76PT1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #76PT1 Interests
Officers	There shall initially be no specific officers associated with Series #76PT1, although, the Managing Member may appoint Officers of Series #76PT1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.34	As stated in Article XII

Exhibit 3.35
Series Designation of
Series #63CC1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.35 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #63CC1, a series of RSE Collection, LLC (“Series #63CC1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.35”.

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.

Name of Series	Series #63CC1, a series of RSE Collection, LLC
Effective date of establishment	December 10, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #63CC1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #63CC1 until dissolution of Series #63CC1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #63CC1 shall comprise the 1963 Chevrolet Corvette Split Window which will be acquired by Series #63CC1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #63CC1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #63CC1 Interests the Company can issue is 2,000

**Number of Series #63CC1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #63CC1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #63CC1 sold at the Initial Offering of the Series #63CC1 Interests (excluding the Series #63CC1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #63CC1 Interests

Voting

Subject to Section 3.5, the Series #63CC1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #63CC1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #63CC1 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 #63CC1 Interests;
- (b) mergers, consolidations or conversions of Series #63CC1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #63CC1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #63CC1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #63CC1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$1,658, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #63CC1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #63CC1 Interests
Officers	There shall initially be no specific officers associated with Series #63CC1, although, the Managing Member may appoint Officers of Series #63CC1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.35	As stated in Article XII

Exhibit 3.36
Series Designation of
Series #65FM1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.36 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #65FM1, a series of RSE Collection, LLC (“Series #65FM1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.36”.

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.

Name of Series	Series #65FM1, a series of RSE Collection, LLC
Effective date of establishment	December 19, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #65FM1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #65FM1 until dissolution of Series #65FM1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #65FM1 shall comprise the 1965 Ford Mustang 2+2 Fastback which will be acquired by Series #65FM1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #65FM1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #65FM1 Interests the Company can issue is 2,000

**Number of Series #65FM1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #65FM1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #65FM1 sold at the Initial Offering of the Series #65FM1 Interests (excluding the Series #65FM1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #65FM1 Interests

Voting

Subject to Section 3.5, the Series #65FM1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #65FM1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #65FM1 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 #65FM1 Interests;
- (b) mergers, consolidations or conversions of Series #65FM1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #65FM1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #65FM1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #65FM1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$2,504, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #65FM1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #65FM1 Interests
Officers	There shall initially be no specific officers associated with Series #65FM1, although, the Managing Member may appoint Officers of Series #65FM1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.36	As stated in Article XII

Exhibit 3.37
Series Designation of
Series #61MG1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.37 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #61MG1, a series of RSE Collection, LLC (“Series #61MG1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.37”.

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.

Name of Series	Series #61MG1, a series of RSE Collection, LLC
Effective date of establishment	December 11, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #61MG1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #61MG1 until dissolution of Series #61MG1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #61MG1 shall comprise the 1961 Maserati 3500GT which will be acquired by Series #61MG1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #61MG1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #61MG1 Interests the Company can issue is 5,000

**Number of Series #61MG1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #61MG1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #61MG1 sold at the Initial Offering of the Series #61MG1 Interests (excluding the Series #61MG1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #61MG1 Interests

Voting

Subject to Section 3.5, the Series #61MG1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #61MG1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #61MG1 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 #61MG1 Interests;
- (b) mergers, consolidations or conversions of Series #61MG1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #61MG1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #61MG1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #61MG1 Interests other than in accordance with Section 3.7

Sourcing Fee	No greater than \$4,680, which may be waived by the Managing Member in its sole discretion
Other rights	Holders of Series #61MG1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #61MG1 Interests
Officers	There shall initially be no specific officers associated with Series #61MG1, although, the Managing Member may appoint Officers of Series #61MG1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.37	As stated in Article XII

Exhibit 3.38
Amended and Restated Series Designation of
Series #82AV1, a series of RSE Collection, LLC

In accordance with the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated February 24, 2019 (the “Agreement”) and upon the execution of this Exhibit 3.38 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #82AV1, a series of RSE Collection, LLC (“Series #82AV1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.38”.

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.

Name of Series	Series #82AV1, a series of RSE Collection, LLC
Effective date of establishment	December 18, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #82AV1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #82AV1 until dissolution of Series #82AV1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #82AV1 shall comprise the 1982 Aston Martin V8 Vantage Oscar India which will be acquired by Series #82AV1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #82AV1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #82AV1 Interests the Company can issue is 2,000

**Number of Series #82AV1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #82AV1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #82AV1 sold at the Initial Offering of the Series #82AV1 Interests (excluding the Series #82AV1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #82AV1 Interests

Voting

Subject to Section 3.5, the Series #82AV1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #82AV1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #82AV1 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 #82AV1 Interests;
- (b) mergers, consolidations or conversions of Series #82AV1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #82AV1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #82AV1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #82AV1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$3,911, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #82AV1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #82AV1 Interests
Officers	There shall initially be no specific officers associated with Series #82AV1, although, the Managing Member may appoint Officers of Series #82AV1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.38	As stated in Article XII

Exhibit 3.39
Series Designation of
Series #91DP1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.39 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #91DP1, a series of RSE Collection, LLC (“Series #91DP1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.39”.

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.

Name of Series	Series #91DP1, a series of RSE Collection, LLC
Effective date of establishment	December 14, 2018
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #91DP1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #91DP1 until dissolution of Series #91DP1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #91DP1 shall comprise the 1991 DeTomaso Pantera Si which will be acquired by Series #91DP1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #91DP1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #91DP1 Interests the Company can issue is 5,000

**Number of Series #91DP1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #91DP1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #91DP1 sold at the Initial Offering of the Series #91DP1 Interests (excluding the Series #91DP1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #91DP1 Interests

Voting

Subject to Section 3.5, the Series #91DP1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #91DP1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #91DP1 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 #91DP1 Interests;
- (b) mergers, consolidations or conversions of Series #91DP1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #91DP1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #91DP1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #91DP1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$3,362, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #91DP1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #91DP1 Interests
Officers	There shall initially be no specific officers associated with Series #91DP1, although, the Managing Member may appoint Officers of Series #91DP1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.39	As stated in Article XII

Exhibit 3.40
Series Designation of
Series #61JE1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.40 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #61JE1, a series of RSE Collection, LLC (“Series #61JE1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.40”.

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.

Name of Series	Series #61JE1, a series of RSE Collection, LLC
Effective date of establishment	January 10, 2019
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #61JE1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #61JE1 until dissolution of Series #61JE1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #61JE1 shall comprise the 1961 Jaguar E-Type which will be acquired by Series #61JE1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #61JE1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #61JE1 Interests the Company can issue is 3,000

**Number of Series #61JE1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #61JE1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #61JE1 sold at the Initial Offering of the Series #61JE1 Interests (excluding the Series #61JE1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #61JE1 Interests

Voting

Subject to Section 3.5, the Series #61JE1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #61JE1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #61JE1 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 #61JE1 Interests;
- (b) mergers, consolidations or conversions of Series #61JE1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #61JE1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #61JE1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #61JE1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$3,524, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #61JE1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #61JE1 Interests
Officers	There shall initially be no specific officers associated with Series #61JE1, although, the Managing Member may appoint Officers of Series #61JE1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.40	As stated in Article XII

Exhibit 3.41
Amended and Restated Series Designation of
Series #75RA1, a series of RSE Collection, LLC

In accordance with the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated February 24, 2019 (the “Agreement”) and upon the execution of this Exhibit 3.41 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #75RA1, a series of RSE Collection, LLC (“Series #75RA1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.41”.

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.

Name of Series	Series #75RA1, a series of RSE Collection, LLC
Effective date of establishment	January 11, 2019
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #75RA1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #75RA1 until dissolution of Series #75RA1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #75RA1 shall comprise the 1975 Renault Alpine A110 1300 which will be acquired by Series #75RA1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #75RA1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #75RA1 Interests the Company can issue is 3,000

**Number of Series #75RA1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #75RA1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #75RA1 sold at the Initial Offering of the Series #75RA1 Interests (excluding the Series #75RA1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #75RA1 Interests

Voting

Subject to Section 3.5, the Series #75RA1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #75RA1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #75RA1 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 #75RA1 Interests;
- (b) mergers, consolidations or conversions of Series #75RA1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #75RA1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #75RA1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #75RA1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$3,732, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #75RA1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #75RA1 Interests
Officers	There shall initially be no specific officers associated with Series #75RA1, although, the Managing Member may appoint Officers of Series #75RA1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.41	As stated in Article XII

Exhibit 3.42
Series Designation of
Series #93FS1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.42 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #93FS1, a series of RSE Collection, LLC (“Series #93FS1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.42”.

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.

Name of Series	Series #93FS1, a series of RSE Collection, LLC
Effective date of establishment	January 14, 2019
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #93FS1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #93FS1 until dissolution of Series #93FS1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #93FS1 shall comprise the 1993 Ferrari 348TS Serie Speciale which will be acquired by Series #93FS1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #93FS1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #93FS1 Interests the Company can issue is 2,000

**Number of Series #93FS1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #93FS1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #93FS1 sold at the Initial Offering of the Series #93FS1 Interests (excluding the Series #93FS1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #93FS1 Interests

Voting

Subject to Section 3.5, the Series #93FS1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #93FS1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #93FS1 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 #93FS1 Interests;
- (b) mergers, consolidations or conversions of Series #93FS1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #93FS1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #93FS1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #93FS1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$1,370, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #93FS1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #93FS1 Interests
Officers	There shall initially be no specific officers associated with Series #93FS1, although, the Managing Member may appoint Officers of Series #93FS1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.42	As stated in Article XII

Exhibit 3.43
Amended and Restated Series Designation of
Series #90MM1, a series of RSE Collection, LLC

In accordance with the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated February 24, 2019 (the “Agreement”) and upon the execution of this Exhibit 3.43 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #90MM1, a series of RSE Collection, LLC (“Series #90MM1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.43”.

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.

Name of Series	Series #90MM1, a series of RSE Collection, LLC
Effective date of establishment	January 15, 2019
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #90MM1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #90MM1 until dissolution of Series #90MM1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #90MM1 shall comprise the 1990 Mazda Miata MX-5 which will be acquired by Series #90MM1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #90MM1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #90MM1 Interests the Company can issue is 5,000

**Number of Series #90MM1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #90MM1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #90MM1 sold at the Initial Offering of the Series #90MM1 Interests (excluding the Series #90MM1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #90MM1 Interests

Voting

Subject to Section 3.5, the Series #90MM1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #90MM1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #90MM1 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 #90MM1 Interests;

(b) mergers, consolidations or conversions of Series #90MM1 or the Company; and

(c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #90MM1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #90MM1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #90MM1 Interests other than in accordance with Section 3.7

Sourcing Fee	No greater than \$949, which may be waived by the Managing Member in its sole discretion
Other rights	Holders of Series #90MM1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #90MM1 Interests
Officers	There shall initially be no specific officers associated with Series #90MM1, although, the Managing Member may appoint Officers of Series #90MM1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.43	As stated in Article XII

Exhibit 3.44
Series Designation of
Series #87FF1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.44 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #87FF1, a series of RSE Collection, LLC (“Series #87FF1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.44”.

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.

Name of Series	Series #87FF1, a series of RSE Collection, LLC
Effective date of establishment	January 17, 2019
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #87FF1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #87FF1 until dissolution of Series #87FF1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #87FF1 shall comprise the 1987 Ferrari 412 which will be acquired by Series #87FF1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #87FF1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #87FF1 Interests the Company can issue is 2,000

**Number of Series #87FF1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #87FF1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #87FF1 sold at the Initial Offering of the Series #87FF1 Interests (excluding the Series #87FF1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #87FF1 Interests

Voting

Subject to Section 3.5, the Series #87FF1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #87FF1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #87FF1 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 #87FF1 Interests;
- (b) mergers, consolidations or conversions of Series #87FF1 or the Company; and
- (c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #87FF1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #87FF1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #87FF1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$1,048, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #87FF1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #87FF1 Interests
Officers	There shall initially be no specific officers associated with Series #87FF1, although, the Managing Member may appoint Officers of Series #87FF1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.44	As stated in Article XII

Exhibit 3.45
Series Designation of
Series #12MM1, a series of RSE Collection, LLC

In accordance with the Second Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated May 25, 2017 (the “Agreement”) and upon the execution of this Exhibit 3.45 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #12MM1, a series of RSE Collection, LLC (“Series #12MM1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.45”.

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.

Name of Series	Series #12MM1, a series of RSE Collection, LLC
Effective date of establishment	January 18, 2019
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #12MM1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #12MM1 until dissolution of Series #12MM1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #12MM1 shall comprise the 2012 McLaren MP4-12C which will be acquired by Series #12MM1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #12MM1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #12MM1 Interests the Company can issue is 2,000

**Number of Series #12MM1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% and may purchase a maximum of 10% of Series #12MM1 Interests through the Offering

Broker

Cuttone & Company, LLC

Brokerage Fee

Up to 0.75% of the purchase price of the Interests from Series #12MM1 sold at the Initial Offering of the Series #12MM1 Interests (excluding the Series #12MM1 Interests acquired by any Person other than Investor Members)

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #12MM1 Interests

Voting

Subject to Section 3.5, the Series #12MM1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #12MM1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #12MM1 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 #12MM1 Interests;

(b) mergers, consolidations or conversions of Series #12MM1 or the Company; and

(c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #12MM1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #12MM1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #12MM1 Interests other than in accordance with Section 3.7

Sourcing Fee	No greater than \$3,848, which may be waived by the Managing Member in its sole discretion
Other rights	Holders of Series #12MM1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #12MM1 Interests
Officers	There shall initially be no specific officers associated with Series #12MM1, although, the Managing Member may appoint Officers of Series #12MM1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.45	As stated in Article XII

Exhibit 3.58
Second Amended and Restated Series Designation of
Series #03SS1, a series of RSE Collection, LLC

In accordance with the Third Amended and Restated Limited Liability Company Agreement of RSE Collection, LLC (the “Company”) dated February 24, 2019 (the “Agreement”) and upon the execution of this Exhibit 3.58 by the Company and RSE Markets, Inc. in its capacity as Managing Member of the Company and Initial Member of Series #03SS1, a series of RSE Collection, LLC (“Series #03SS1”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement as “Exhibit 3.58”.

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.

Name of Series	Series #03SS1, a series of RSE Collection, LLC
Effective date of establishment	July 1, 2020
Managing Member	RSE Markets, Inc., was appointed as the Managing Member of Series #03SS1 with effect from the date of the Original LLC Agreement and shall continue to act as the Managing Member of Series #03SS1 until dissolution of Series #03SS1 pursuant to Section 11.1(b) or its removal and replacement pursuant to Section 4.3 or ARTICLE X
Initial Member	RSE Markets, Inc.
Series Asset	The Series Assets of Series #03SS1 shall comprise the 2003 Saleen S7 which will be acquired by Series #03SS1 upon the close of the Initial Offering and any assets and liabilities associated with such asset and such other assets and liabilities acquired by Series #03SS1 from time to time, as determined by the Managing Member in its sole discretion
Asset Manager	RSE Markets, Inc.
Management Fee	As stated in Section 6.5
Purpose	As stated in Section 2.4
Issuance	Subject to Section 6.3(a)(i), the maximum number of Series #03SS1 Interests the Company can issue is 3,000

**Number of Series #03SS1
Interests held by the Managing
Member and its Affiliates**

The Managing Member must purchase a minimum of 2% of Series #03SS1 Interests through the Offering

Broker

Dalmore Group, LLC

Brokerage Fee

Up to 1.00% of the purchase price of the Interests from Series #03SS1 sold at the Initial Offering of the Series #03SS1 Interests

Interest Designation

No Interest Designation shall be required in connection with the issuance of Series #03SS1 Interests

Voting

Subject to Section 3.5, the Series #03SS1 Interests shall entitle the Record Holders thereof to one vote per Interest on any and all matters submitted to the consent or approval of Members generally. No separate vote or consent of the Record Holders of Series #03SS1 Interests shall be required for the approval of any matter, except as required by the Delaware Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the Series #03SS1 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 #03SS1 Interests;

(b) mergers, consolidations or conversions of Series #03SS1 or the Company; and

(c) all such other matters as the Managing Member, in its sole discretion, determines shall require the approval of the holders of the Outstanding Series #03SS1 Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of Series #03SS1 Interests shall not be required for any of the other matters specified under Section 12.1

Splits

There shall be no subdivision of the Series #03SS1 Interests other than in accordance with Section 3.7

Sourcing Fee

No greater than \$29,638, which may be waived by the Managing Member in its sole discretion

Other rights	Holders of Series #03SS1 Interests shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of Series #03SS1 Interests
Officers	There shall initially be no specific officers associated with Series #03SS1, although, the Managing Member may appoint Officers of Series #03SS1 from time to time, in its sole discretion
Aggregate Ownership Limit	As stated in Section 1.1
Minimum Interests	One (1) Interest per Member
Fiscal Year	As stated in Section 8.2
Information Reporting	As stated in Section 8.1(c)
Termination	As stated in Section 11.1(b)
Liquidation	As stated in Section 11.3
Amendments to this Exhibit 3.58	As stated in Article XII

Series #03SS1, a series of RSE Collection, LLC

Interests are offered through Dalmore Group, LLC,
a registered broker-dealer and a member of FINRA and SIPC (“Broker”)

Subscription Agreement to subscribe for Series #03SS1, a series of RSE Collection, LLC

Legal name of Purchaser

**Number of Series #03SS1 Interests
subscribed for**

**Price of Series #03SS1 Interests
subscribed for**

PAYMENT DETAILS

Please complete the following ACH payment details in order to automatically transfer money into the escrow account:

Account Number:

Routing Number:

SUBSCRIPTION AGREEMENT
SERIES #03SS1, A SERIES OF RSE COLLECTION, LLC

RSE Markets, Inc., as managing member of RSE Collection, LLC
250 Lafayette Street, 3rd Floor
New York, NY 10012

Ladies and Gentlemen:

1. Subscription. The person named on the front of this subscription agreement (the “Purchaser”) (this “Subscription Agreement”), intending to be legally bound, hereby irrevocably agrees to purchase from Series #03SS1, a series of RSE Collection, LLC, a Delaware series limited liability company (the “Company”), the number of Series #03SS1 Interests (the “Series #03SS1 Interests”) set forth on the front of this Subscription Agreement at a purchase price of \$125.00 (USD) per Series #03SS1 Interest and on the terms and conditions of the Amended and Restated Operating Agreement governing the Company dated on or around the date of acceptance of this subscription by RSE Markets, Inc., the managing member of the Company (the “Manager”), as amended and restated from time to time (the “Operating Agreement”), a copy of which the Purchaser has received and read.

This subscription is submitted by the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement, relating to the exempt offering by the Company of up to 3,000 Series #03SS1 Interests for maximum aggregate gross proceeds of \$375,000 (the “Offering”), unless further Series #03SS1 Interests are issued by the Company in accordance with the terms of the Operating Agreement.

Upon the basis of the representations and warranties, and subject to the terms and conditions, set forth herein, the Company agrees to issue and sell the Series #03SS1 Interests to the Purchaser on the date the Offering is closed (the “Closing”) for the aggregate purchase price set forth on the front page hereto (the “Subscription Price”).

2. Payment. Concurrent with the execution hereof, the Purchaser authorizes (i) Atlantic Capital Bank (the “Escrow Agent”) as escrow agent for the Company, to request the Subscription Price from the Purchaser’s bank (details of which are set out in the “Payment Details” section above) or (ii) the transfer of funds in an amount equal to the Subscription Price from the Purchaser’s bank account into the escrow account through the payment services of a payment services provider, integrated with the mobile app-based investment platform called Rally Rd.™ (or its successor platform) operated by the Manager or its affiliates. The Company shall cause the Escrow Agent to maintain all such funds for the Purchaser’s benefit in a segregated non-interest-bearing account until the earliest to occur of: (i) the Closing, (ii) the rejection of such subscription or (iii) the termination of the Offering by the Manager in its sole discretion.

3. Termination of Offering or Rejection of Subscription.

3.1 In the event that (a) the Company does not effect the Closing on or before the date which is one year from the Offering being qualified by the U.S. Securities and Exchange Commission (the “SEC”), which period may be extended for an additional six months by the Manager in its sole discretion, or (b) the Offering is terminated by the Manager in its sole discretion, the Company will cause the Escrow Agent to refund the Subscription Price paid by the Purchaser, without deduction, offset or interest accrued thereon and this Subscription Agreement shall thereafter be of no further force or effect.

3.2 The Purchaser understands and agrees that the Manager, in its sole discretion, reserves the right to accept or reject this or any other subscription for Series #03SS1 Interests, in whole or in part, and for any reason or no reason, notwithstanding prior receipt by the Purchaser of notice of acceptance of this subscription. If the Manager rejects a subscription, either in whole or in part (which decision is in its sole discretion), the Manager shall cause the Escrow Agent to return the rejected Subscription Price or the rejected portion thereof to the Purchaser without deduction, offset or interest accrued thereon. If this subscription is rejected in whole this Subscription Agreement shall thereafter be of no further force or effect. If this subscription is rejected in part, this Subscription Agreement will continue in full force and effect to the extent this subscription was accepted.

4. Acceptance of Subscription. At the Closing, if the Manager accepts this subscription in whole or in part, the Company shall execute and deliver to the Purchaser a counterpart executed copy of this Subscription Agreement and cause the Escrow Agent to release the Subscription Price (or applicable portion thereof if such subscription is only accepted in part) to the Company for the benefit of Series #03SS1. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement, and until the Purchaser shall have executed and delivered to the Manager this Subscription Agreement and a substitute Form W-9 (if applicable) and shall have deposited the Purchase Price in accordance with this Agreement. The Purchaser understands and agrees that this subscription is made subject to the condition that the Series #03SS1 Interests to be issued and delivered on account of this subscription will be issued only in the name of and delivered only to the Purchaser. Effective upon the Company's execution of this Subscription Agreement, the Purchaser shall be a member of the Company, and the Purchaser agrees to adhere to and be bound by, the terms and conditions of the Operating Agreement as if the Purchaser were a party to it (and grants to the Manager the power of attorney described therein).

5. Representations and Warranties, Acknowledgments, and Agreements. The Purchaser hereby acknowledges, represents, warrants and agrees to and with the Company, Series #03SS1 and the Manager as follows:

(a) The Purchaser is aware that an investment in the Series #03SS1 Interests involves a significant degree of risk, and has received and carefully read the Company's Offering Circular dated June 22, 2020 (as amended, the "Offering Circular") and, in particular, the "Risk Factors" section therein. The Purchaser understands that the Company is subject to all the risks applicable to early-stage companies, whether or not set forth in such "Risk Factors". The Purchaser acknowledges that no representations or warranties have been made to it or to its advisors or representatives with respect to the business or prospects of the Company or its financial condition.

(b) The offering and sale of the Series #03SS1 Interests has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Series #03SS1 Interests is intended to be exempt from registration under the Securities Act, by virtue of Tier 2 of Regulation A thereof, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement, including, without limitation, the investor qualification ("Investor Qualification and Attestation") immediately following the signature page of this Subscription Agreement. The Purchaser is purchasing the Series #03SS1 Interests for its own account for investment purposes only and not with a view to or intent of resale or distribution thereof in violation of any applicable securities laws, in whole or in part.

(c) The Purchaser, as set forth in the Investor Certification attached hereto, as of the date hereof is a "qualified purchaser" as that term is defined in Regulation A (a "Qualified

Purchaser”). The Purchaser agrees to promptly provide the Manager, the Broker (as defined on the first page hereto) and their respective agents with such other information as may be reasonably necessary for them to confirm the Qualified Purchaser status of the Purchaser.

(d) The Purchaser acknowledges that the Purchaser’s responses to the investor qualification questions posed in the Rally Rd.™ Platform and reflected in the Investor Qualification and Attestation, are complete and accurate as of the date hereof.

(e) The Purchaser acknowledges that neither the SEC nor any state securities commission or other regulatory authority has passed upon or endorsed the merits of the offering of the Series #03SS1 Interests.

(f) In evaluating the suitability of an investment in the Series #03SS1 Interests, the Purchaser has not relied upon any representation or information (oral or written) other than as set forth in the Offering Circular, the Operating Agreement and this Subscription Agreement.

(g) Except as previously disclosed in writing to the Company, the Purchaser has taken no action that would give rise to any claim by any person for brokerage commissions, finders’ fees or the like relating to this Subscription Agreement or the transactions contemplated hereby and, in turn, to be paid to its selected dealers, and in all instances the Purchaser shall be solely liable for any such fees and shall indemnify the Company with respect thereto pursuant to paragraph 6 of this Subscription Agreement.

(h) The Purchaser, together with its advisors, if any, has such knowledge and experience in financial, tax, and business matters, and, in particular, investments in securities, so as to enable it to utilize the Offering Circular to evaluate the merits and risks of an investment in the Series #03SS1 Interests and the Company and to make an informed investment decision with respect thereto.

(i) The Purchaser is not relying on the Company, the Manager, the Broker or any of their respective employees or agents with respect to the legal, tax, economic and related considerations of an investment in the Series #03SS1 Interests, and the Purchaser has relied on the advice of, or has consulted with, only its own advisors, if any, whom the Purchaser has deemed necessary or appropriate in connection with its purchase of the Series #03SS1 Interests.

(j) No consent, approval, authorization or order of any court, governmental agency or body or arbitrator having jurisdiction over the Purchaser or any of the Purchaser’s affiliates is required for the execution of this Subscription Agreement or the performance of the Purchaser’s obligations hereunder, including, without limitation, the purchase of the Series #03SS1 Interests by the Purchaser.

(k) The Purchaser has adequate means of providing for such Purchaser’s current financial needs and foreseeable contingencies and has no need for liquidity of its investment in the Series #03SS1 Interests for an indefinite period of time.

(l) The Purchaser (i) if a natural person, represents that the Purchaser has reached the age of 21 (or 18 in states with such applicable age limit) and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; or (ii) if a corporation, partnership, or limited liability company or other entity, represents that such entity was not formed for the specific purpose of acquiring the Series #03SS1 Interests, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions

contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Series #03SS1 Interests, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; or (iii) if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, or limited liability company or partnership, or other entity for whom the Purchaser is executing this Subscription Agreement, and such individual, partnership, ward, trust, estate, corporation, or limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription Agreement and make an investment in the Company, and represents that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound.

(m) Any power of attorney of the Purchaser granted in favor of the Manager contained in the Operating Agreement has been executed by the Purchaser in compliance with the laws of the state, province or jurisdiction in which such agreements were executed.

(n) If an entity, the Purchaser has its principal place of business or, if a natural person, the Purchaser has its primary residence, in the jurisdiction (state and/or country) set forth in the “Investor Qualification and Attestation” section of this Subscription Agreement. The Purchaser first learned of the offer and sale of the Series #03SS1 Interests in the state listed in the “Investor Qualification and Attestation” section of this Subscription Agreement, and the Purchaser intends that the securities laws of that state shall govern the purchase of the Purchaser’s Series #03SS1 Interests.

(o) The Purchaser is either (i) a natural person resident in the United States, (ii) a partnership, corporation or limited liability company organized under the laws of the United States, (iii) an estate of which any executor or administrator is a U.S. person, (iv) a trust of which any trustee is a U.S. person, (v) an agency or branch of a foreign entity located in the United States, (vi) a non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person, or (vii) a partnership or corporation organized or incorporated under the laws of a foreign jurisdiction that was formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors who are not natural persons, estates or trusts. The Purchaser is not (A) a discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States, (B) an estate of which any professional fiduciary acting as executor or administrator is a U.S. person if an executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate and the estate is governed by foreign law, (C) a trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person, (D) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country, or (E) an agency or branch of a U.S. person located outside the United States that operates for valid business reasons

engaged in the business of insurance or banking that is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located.

(p) Any information which the Purchaser has heretofore furnished or is furnishing herewith to the Company is true, complete and accurate and may be relied upon by the Manager, the Company and the Broker, in particular, in determining the availability of an exemption from registration under federal and state securities laws in connection with the Offering. The Purchaser further represents and warrants that it will notify and supply corrective information to the Company immediately upon the occurrence of any change therein occurring prior to the Company's issuance of the Series #03SS1 Interests.

(q) The Purchaser is not, nor is it acting on behalf of, a "benefit plan investor" within the meaning of 29 C.F.R. § 2510.3-101(f)(2), as modified by Section 3(42) of the Employee Retirement Income Security Act of 1974 (such regulation, the "Plan Asset Regulation", and a benefit plan investor described in the Plan Asset Regulation, a "Benefit Plan Investor"). For the avoidance of doubt, the term Benefit Plan Investor includes all employee benefit plans subject to Part 4, Subtitle B, Title I of ERISA, any plan to which Section 4975 of the Code applies and any entity, including any insurance company general account, whose underlying assets constitute "plan assets", as defined under the Plan Asset Regulation, by reason of a Benefit Plan Investor's investment in such entity.

(r) The Purchaser is satisfied that the Purchaser has received adequate information with respect to all matters which it or its advisors, if any, consider material to its decision to make this investment.

(s) Within five (5) days after receipt of a written request from the Manager, the Purchaser will provide such information and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject.

(t) THE SERIES #03SS1 INTERESTS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR ANY STATE SECURITIES LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SERIES #03SS1 INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED BY THE OPERATING AGREEMENT. THE SERIES #03SS1 INTERESTS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM OR THIS SUBSCRIPTION AGREEMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

(u) The Purchaser should check the Office of Foreign Assets Control ("OFAC") website at <http://www.treas.gov/ofac> before making the following representations. The Purchaser represents that the amounts invested by it in the Company in the Offering were not and are not directly or indirectly derived from activities that contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations. Federal regulations and Executive Orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals, including specially designated

nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs, or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists. Furthermore, to the best of the Purchaser's knowledge, none of: (1) the Purchaser; (2) any person controlling or controlled by the Purchaser; (3) if the Purchaser is a privately-held entity, any person having a beneficial interest in the Purchaser; or (4) any person for whom the Purchaser is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective investor if such prospective investor cannot make the representation set forth in the preceding paragraph. The Purchaser agrees to promptly notify the Company should the Purchaser become aware of any change in the information set forth in these representations. The Purchaser understands and acknowledges that, by law, the Company may be obligated to "freeze the account" of the Purchaser, either by prohibiting additional subscriptions from the Purchaser, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and the Company may also be required to report such action and to disclose the Purchaser's identity to OFAC. The Purchaser further acknowledges that the Company may, by written notice to the Purchaser, suspend the redemption rights, if any, of the Purchaser if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any of the Company's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

(v) To the best of the Purchaser's knowledge, none of: (1) the Purchaser; (2) any person controlling or controlled by the Purchaser; (3) if the Purchaser is a privately-held entity, any person having a beneficial interest in the Purchaser; or (4) any person for whom the Purchaser is acting as agent or nominee in connection with this investment is a senior foreign political figure, or an immediate family member or close associate of a senior foreign political figure. A "senior foreign political figure" is a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure. "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws. A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

(w) If the Purchaser is affiliated with a non-U.S. banking institution (a "Foreign Bank"), or if the Purchaser receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Purchaser represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

(x) Each of the representations and warranties of the parties hereto set forth in this Section 5 and made as of the date hereof shall be true and accurate as of the Closing applicable to the subscription made hereby as if made on and as of the date of such Closing.

6. Indemnification. The Purchaser agrees to indemnify and hold harmless the Company, Series #03SS1, the Manager and their respective officers, directors, employees, agents, members, partners, control persons and affiliates (each of which shall be deemed third party beneficiaries hereof) from and against all losses, liabilities, claims, damages, costs, fees and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgment, representation or warranty, or misrepresentation or omission to state a material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscription Agreement. Notwithstanding the foregoing, no representation, warranty, covenant or acknowledgment made herein by the Purchaser shall be deemed to constitute a waiver of any rights granted to it under the Securities Act or state securities laws.

7. Irrevocability; Binding Effect. The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives, and permitted assigns. If the Purchaser is more than one person, the obligations of the Purchaser hereunder shall be joint and several and the agreements, representations, warranties, and acknowledgments herein shall be deemed to be made by and be binding upon each such person and such person's heirs, executors, administrators, successors, legal representatives, and permitted assigns.

8. Modification. This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

9. Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the Series #03SS1 Interests shall be made only in accordance with all applicable laws and the Operating Agreement. Any assignment contrary to the terms hereof shall be null and void and of no force or effect.

10. Lock-up Period. Following the Closing of the Offering for Series #03SS1, the Purchaser agrees not to transfer its Series #03SS1 Interests for a 90-day lock-up period after the Closing before the Series #03SS1 Interests may be transferred by any investor, which transfer shall be in compliance with applicable laws and the Operating Agreement.

11. Applicable Law and Exclusive Jurisdiction. This Subscription Agreement and the rights and obligations of the Purchaser arising out of or in connection with this Subscription Agreement, the Operating Agreement and the Offering Circular shall be construed in accordance with and governed by the internal laws of the State of Delaware without regard to principles of conflict of laws. The Purchaser (i) irrevocably submits to the non-exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware in any action arising out of this Subscription Agreement, the Operating Agreement and the Offering Circular and (ii) consents to the service of process by mail.

12. Use of Pronouns. All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require.

13. Miscellaneous.

13.1 Sections 15.1 (Addresses and Notices), 15.2 (Further Action) and 15.8 (Applicable Law and Jurisdiction) of the Operating Agreement are deemed incorporated into this Subscription Agreement.

13.2 This Subscription Agreement, together with the Operating Agreement, constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

13.3 The covenants, agreements, representations and warranties of the Company and the Purchaser made, and the indemnification rights provided for, in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Series #03SS1 Interests, regardless of any investigation made by or on behalf of any party, and shall survive delivery of any payment for the Subscription Price.

13.4 Except to the extent otherwise described in the Offering Circular, each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

13.5 This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original (including signatures sent by facsimile transmission or by email transmission of a PDF scanned document or other electronic signature), but all of which shall together constitute one and the same instrument.

13.6 Each provision of this Subscription Agreement shall be considered separable and, if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

13.7 Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

13.8 Words and expressions which are used but not defined in this Subscription Agreement shall have the meanings given to them in the Operating Agreement.

[Signature Page Follows]

**SIGNATURE PAGE TO THE SUBSCRIPTION AGREEMENT
RSE COLLECTION, LLC
SERIES #03SS1 INTERESTS**

The Purchaser hereby elects to subscribe under the Subscription Agreement for the number and price of the Series #03SS1 Interests stated on the front page of this Subscription Agreement and executes the Subscription Agreement.

If the Purchaser is an INDIVIDUAL, and if purchased as JOINT TENANTS, as TENANTS IN COMMON, or as COMMUNITY PROPERTY:

Print Name(s)

Signature(s) of Purchaser(s)

Date

If the Purchaser is a PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY or TRUST:

Name of Entity

By

**Name:
Title:**

Date

Accepted:

RSE COLLECTION, LLC, SERIES #03SS1

By: RSE Markets, Inc., its Manager

Name of Authorized Officer

Signature of Authorized Officer

Date

INVESTOR QUALIFICATION AND ATTESTATION

INVESTOR INFORMATION

First name

Last name

Date of Birth

Address

Phone Number

E-mail Address

Check the applicable box:

(a) I am an “accredited investor”, and have checked the appropriate box on the attached Certificate of Accredited Investor Status indicating the basis of such accredited investor status, which Certificate of Accredited Investor Status is true and correct; or

(b) The amount set forth on the first page of this Subscription Agreement, together with any previous investments in securities pursuant to this offering, does not exceed 10% of the greater of my net worth¹ or annual income.

¹ In calculating your net worth: (i) your primary residence shall not be included as an asset; (ii) indebtedness that is secured by your primary residence, up to the estimated fair market value of the primary residence at the time of entering into this Subscription Agreement, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of entering into this Subscription Agreement exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by your primary residence in excess of the estimated fair market value of the primary residence at the time of entering into this Subscription Agreement shall be included as a liability.

Are you or anyone in your immediate household associated with a FINRA member, organization, or the SEC (Y / N)

If yes, please provide name of the FINRA institution

Are you or anyone in your household or immediate family a 10% shareholder, officer, or member of the board of directors of a publicly traded company? (Y / N)

If yes, please list ticker symbols of the publicly traded Company(s)

Social Security #

ATTESTATION

I understand that an investment in private securities is very risky, that I may lose all of my invested capital that it is an illiquid investment with no short term exit, and for which an ownership transfer is restricted.

The undersigned Purchaser acknowledges that the Company will be relying upon the information provided by the Purchaser in this Questionnaire. If such representations shall cease to be true and accurate in any respect, the undersigned shall give immediate notice of such fact to the Company.

Signature(s) of Purchaser(s)

Date

CERTIFICATE OF ACCREDITED INVESTOR STATUS

The signatory hereto is an “accredited investor”, as that term is defined in Regulation D under the Securities Act of 1933, as amended (the “Act”). I have checked the box below indicating the basis on which I am representing my status as an “accredited investor”:

<input type="checkbox"/>	A natural person whose net worth ² , either individually or jointly with such person’s spouse, at the time of such person’s purchase, exceeds \$1,000,000;
<input type="checkbox"/>	A natural person who had individual income in excess of \$200,000, or joint income with your spouse in excess of \$300,000, in the previous two calendar years and reasonably expects to reach the same income level in the current calendar year;
<input type="checkbox"/>	A director, executive officer, or general partner of RSE Collection, LLC or RSE Markets, Inc.;
<input type="checkbox"/>	A bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
<input type="checkbox"/>	A private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;
<input type="checkbox"/>	An organization described in section 501(c)(3) of the Internal Revenue Code, corporation, limited liability company, Massachusetts or similar business trust, or partnership, in each case not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

² In calculating your net worth: (i) your primary residence shall not be included as an asset; (ii) indebtedness that is secured by your primary residence, up to the estimated fair market value of the primary residence at the time of entering into this Subscription Agreement, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of entering into this Subscription Agreement exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by your primary residence in excess of the estimated fair market value of the primary residence at the time of entering into this Subscription Agreement shall be included as a liability. In calculating your net worth jointly with your spouse, your spouse’s primary residence (if different from your own) and indebtedness secured by such primary residence should be treated in a similar manner.

☐

A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in § 230.506(b)(2)(ii) under the Act; or

☐

An entity in which all of the equity owners are accredited investors as described above.