

CONFIDENTIAL

10%

ANNUAL RETURN

- Diversified Fund of CRE Assets Owned and Managed by DJE
- Monthly Distributions
- Liquidity Options Available
- \$50,000 Minimum
- 506(c) - Accredited Investors Only

DJE INCOME FUND I

DJE

Texas Management Group

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2. Overview of The Fund

3. Our Firm

4. Next Steps



A modern living room with a high, dark wood ceiling and several pendant lights. The room features two dark leather sofas, a wooden coffee table with a glass top, and a large window on the left. A built-in shelving unit with a television is on the right, and a large round clock is mounted on the wall.

EXECUTIVE SUMMARY

DJE

Texas Management Group

Our Story

Established in 2012, DJE Texas Management Group is a vertically integrated Real Estate Investment and Property Management Company in San Antonio, Texas.

DJE has performed **hundreds of real estate transactions** across a number of **asset types**, and **has acquired ***



**5,000+ Units of
Multifamily**



**5,000+ Acres
of Land**



**250+ Real Estate
Transactions**

**as of 1/01/23*

Executive Summary

The **DJE Income Fund I LLC** (*"The Fund"*) is a **506(c)** offering that creates predictable 10% annualized returns for investors by investing in a diversified pool of assets including Multifamily, land, performing land notes, industrial flex space, and single family rental investments.

All Assets in the Fund will be **owned and operated by DJE.**

Real Estate Income Fund Advantages

The potential benefits of investing in a real estate income fund include:

- ❖ **Passive Income:** One of the main benefits of real estate investing is the potential to generate passive income through rental properties. A real estate income fund **allows investors to participate in this income stream without the hassle of managing individual properties.**
- ❖ **Access:** As our business has grown over the years, accessing our investments has grown more competitive, and the fund **offers accredited investors access to DJE's highly desired commercial real estate syndications** and the strategic deployment of capital into projects without the stress of missing out on the fundraising period.

Real Estate Income Fund Advantages

(cont'd)

- ❖ **Diversification:** The Income Fund's broad investment criteria allows for **greater diversification across commercial real estate assets.**

By effectively blending projects with equity exposure and tax benefits with the security of short-term debt projects, the overall risk of the fund is reduced.

- ❖ **Professional Management:** Investors in the fund benefit from the **expertise and experience** of the DJE Teams in managing and maintaining the properties in the fund.

DJE Income Fund I Benefits

	Hands-Off for Investor	Liquidity	Professionally Managed	Diversified	Consistent Monthly Distribution	Tax Deferral Options
Public Equities	Maybe	Yes	Maybe	Maybe	No	No
Multifamily Syndications	Yes	No	Yes	No	Maybe	Yes
Single Family Rentals	No	No	Maybe	No	Maybe	Yes
DJE Income Fund I	Yes	Yes	Yes	Yes	Yes	No



OVERVIEW OF THE FUND

DJE

Texas Management Group

Sources & Uses

Sources



DJE Investor Capital

\$25M Raise Target

\$10M Raised as of Q4 2023

Uses



20% Cash Reserve

Deployed into Texas Real Estate Investments Managed Exclusively by DJE

Start Up Costs

The Fund will maintain a cash reserve target of approximately **20%** of total capital.

~**80%** of the Fund will be deployed in **Land, Multifamily, Industrial, Single Family, and Performing Notes** in Texas that DJE owns and operates.

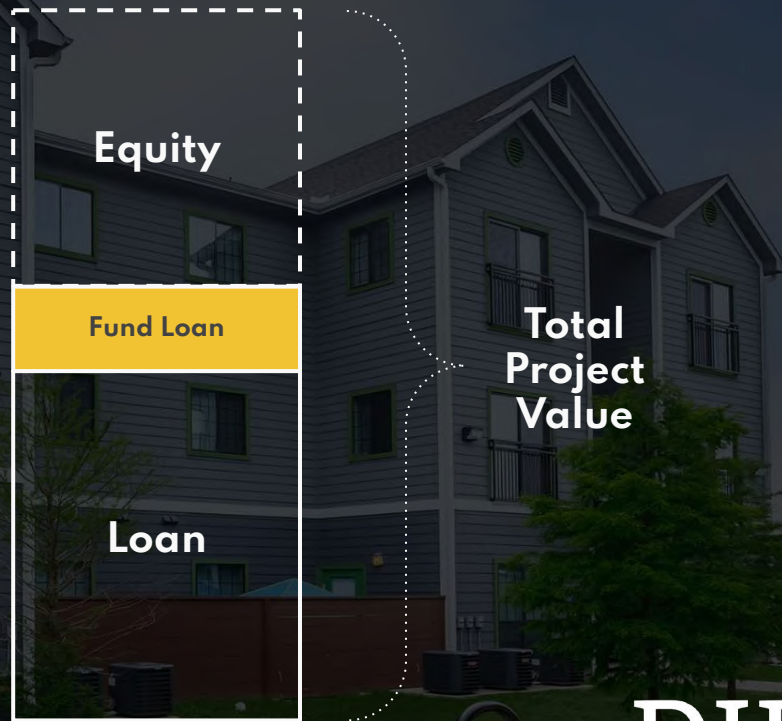
The Fund has incurred one-time start up costs (*approx. \$30k*), along with nominal annual legal maintenance costs. **The Fund pays no fees** and will maintain low operating costs.



— Multifamily Investments

The Fund will take loan positions in select multifamily projects.

This is less risky than an equity position, and still provides a strong income stream to investors in the Income Fund.



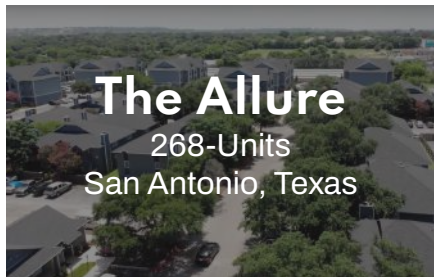
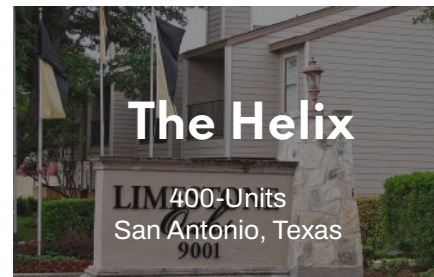
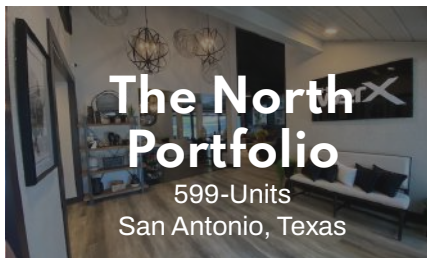


— Multifamily Investments

Since 2012, DJE has acquired over **5,000 units** of Multifamily Real Estate and currently manages **2,155+ units** in **San Antonio, Texas.**

We invest in large Multifamily complexes (*150+ units*) and our **vertically integrated** property management team, **DJE Properties**, implements a value add business strategy which includes a combination of renovations and management improvements.

Core Multifamily Portfolio



DJE Performance History

3 key data points are critical to our performance and our brand:

1. We've never lost investor capital
2. We've never performed a capital call
3. We've met or exceeded return projections on all full cycle projects.

DJE CORE PORTFOLIO												
Project Type	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Annualized
Kelsey Apartment Homes												
Projected				8%	8%							
Actual				9%	40%							24.50%
Nexus Urban Living												
Projected						0%	0%	46%				15%
Actual						0%	0%	55%				23.91%
Legacy Apartment Homes												
Projected							7%	10%	43.01%			20%
Actual							7.6%	10%	53.42%			23.67%
The 10Forty8												
Projected							0%	7%	32.79%			13.26%
Actual							0%	8%	50%			19.33%
The Mila												
Projected								8%	8%	8%		19%
Actual								8%	8%	68%		28%
The Allure												
Projected								7%	7%	7%	7%	7%
Actual								7%	7%*	7%	7%	7%
The Ascent												
Projected									7%	7%	7%	7%
Actual									7%*	7%	7%	7%
The Lennox												
Projected									7%	7%	7%	7%
Actual									7%	7%	7%	7%
The Helix												
Projected										7%	7%	7%
Actual										7%	7%	7%
North Portfolio												
Projected											7%	7%
Actual											7%	7%

DJE Case Studies



Nexus Urban Living

- **SOLD in 2019**
- **Total Return of 55%**
- **Annualized Return of 24%**
- **Occupancy at Takeover: 65%**
- **Low Occupancy: 1%**
- **High Occupancy: 100%**

Nexus Urban Living required a complete overhaul, renovation, and retenanting.

The project was bought, renovated, and sold at 97% occupancy in 25 months.



Legacy Apartments

- **SOLD in July 2020**
- **Total Return of 53.42%**
- **Annualized Return of 24%**
- **Held 2.3 years**

DJE implemented a \$1M capital improvement budget, and converted Legacy from a 106-unit, all bills paid property to a 130-unit market rate property with residents paying all utilities.

The entire property was renovated within 12 months.



The 10Forty8

- **SOLD in August 2020**
- **Total Return of 50%**
- **Annualized Return of 19%**
- **Occupancy at Takeover: 70%**
- **Low Occupancy: 55%**
- **High Occupancy: 100%**

The 10Forty8 required a rebrand, nearly \$1M in capital improvements, and a partial retenanting.

The asset was purchased in 2018 and renovated in 12 months.

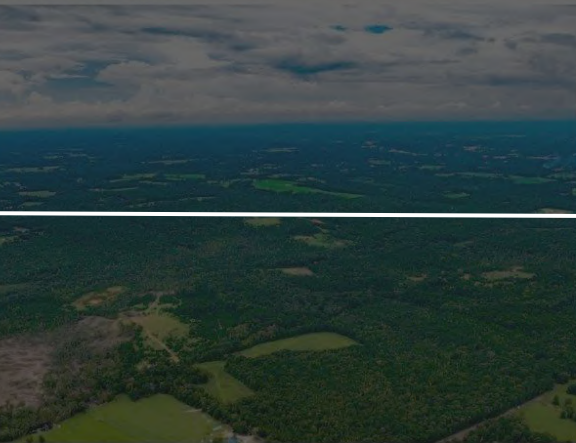


The Mila

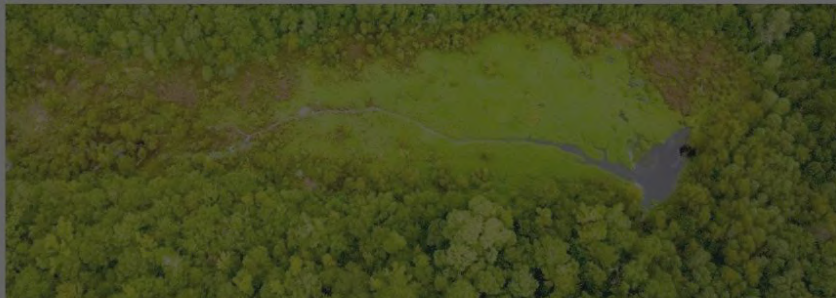
- **SOLD in November 2021**
- **Total Return of 70%**
- **Annualized Return of 30%**
- **Held 2.5 Years**

The Mila required a rebrand, nearly \$1M in capital improvements, and a partial retenanting.

The asset was purchased in 2019 and sold late 2021.



LAND & INDUSTRIAL



DJE

Texas Management Group

— Land Investments

DJE has acquired over **5,000 acres** of rural land in Texas, amounting to tens of millions of dollars of investment.

Our strategy is to buy large tracts of ranch land close to major Texas cities at a low price per acre, and **force the appreciation** by selling the smaller parcels at a higher price per acre.

Land Investments

By adding value through light improvements and/or subdivision, we are able to sell parcels at a multiple of **1.4-2X**.

Land purchases include an interest reserve escrow at closing to ensure consistent distributions to investors in the Fund.



Land Notes

The Fund will take conservative positions in a select portfolio of over **\$8M of existing Texas land notes** which are **cash flowing**. The Fund will also take positions in future land notes, not to exceed 60% of the note loan amount.

DJE holds the mortgages on these notes and collects the interest and principal payments. These notes are at 8-10% interest.

Equity

(Approx 50% of Value)

Fund Loan

(Approx 50% of Note Value)

**Total
Land
Note
Balance**

Industrial Investments

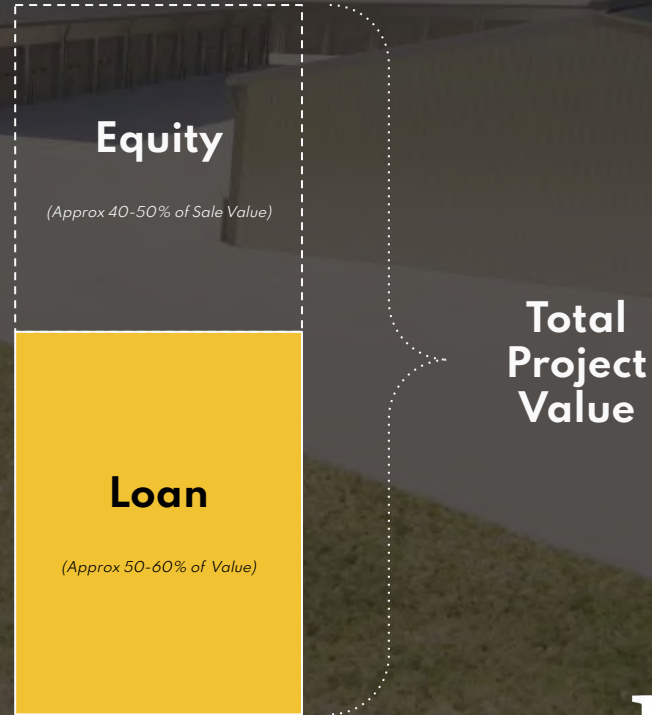
DJE Industrial Investment Strategy is to buy raw land to develop **Industrial projects** consisting of simple industrial/business flex space units to lease to small businesses.

This strategy makes for a much simpler construction process than other types of development projects. The **leasing process is also simple** when compared to the complex multifamily leasing DJE already does.

Industrial Investments

Light Industrial is undersupplied in San Antonio, and The Fund will take loan positions in select industrial construction projects.

New industrial construction projects will have an interest reserve escrow that will **ensure consistent distributions** to investors in The Fund.



Investment Timeline

1

January 25, 2023

LAUNCH

2

ACCREDITATION &
SIGN DOCUMENTS
First Come, First Served

3

Before the 15th
of the Month

WIRE FUNDS

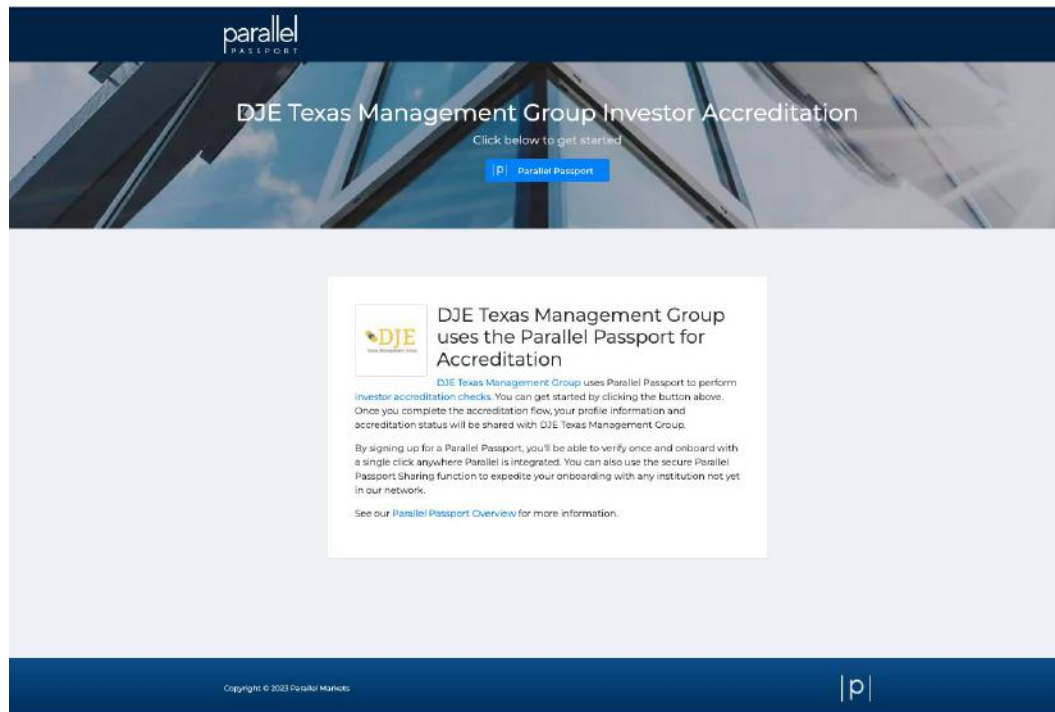
4

MONTHLY
DISTRIBUTIONS
BEGIN
*15th of the Following
Month*

Accreditation Process

DJE has partnered with Parallel Markets, a best-in-class platform to perform investor verification and accreditation.

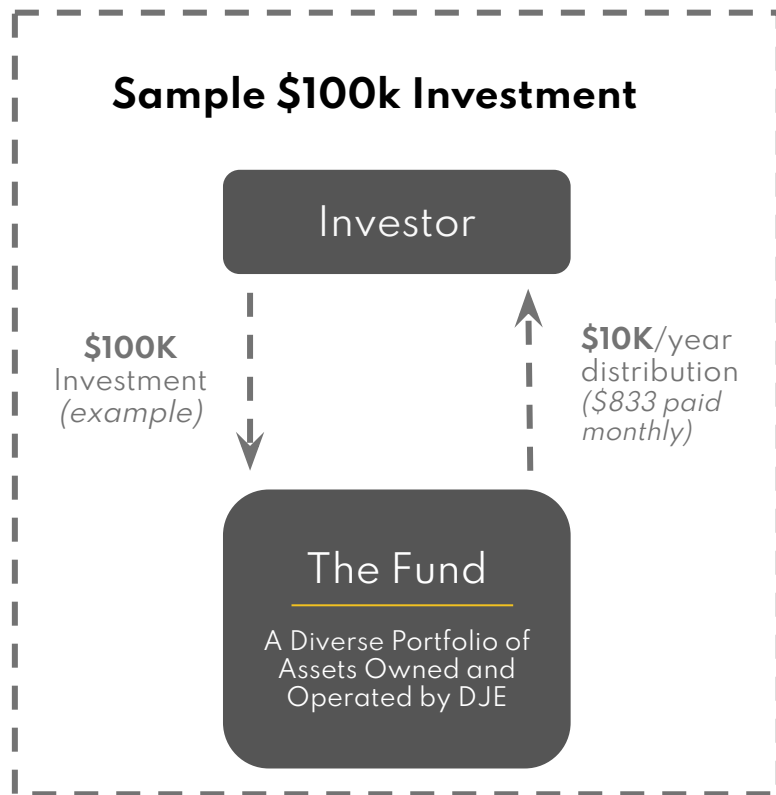
Once an investment commitment is made, our Investor Relations team will reach out to confirm the commitment, and begin the accreditation process.



Investor Distributions

The DJE Income Fund I is an **open-ended fund**, and we will be accepting investments over a multi-year period.

Assuming the fund is open and accepting investments, investors can sign documents and wire funds before the 15th of a given month, and the first **distribution will begin by the 15th of the following month.**



Liquidity Terms

The Fund has an **initial commitment period** of **12 months**, during which **investor funds are illiquid**. After the initial 12 month period, investors may recall funds at any time by notifying [Investor Relations](#), and funds will be returned per the schedule below.

INVESTMENT AMOUNT	DAYS TO RETURN
Up to \$250K	90 Days
\$250K - \$500K	180 Days
\$500K - \$1M	270 Days

DJE Income Fund I Reporting

As an investor in The Fund, you can count on the following updates:

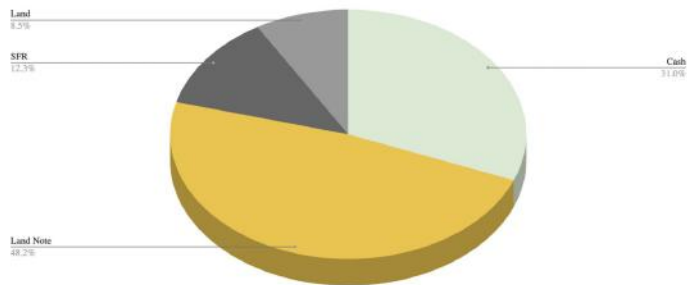
- ❖ **Monthly ACH Distributions** on or before the 15th of each month.
- ❖ **Quarterly Investment Update Email** accompanied by a **Financial Packet** that includes a Fund Update, P&L, Balance Sheet, Fund Allocation, and Fund Leverage on or before the 15th of the month following the end of the quarter.
- ❖ **K-1 Tax Documents** on or before **March 15th** of each relevant tax year.

All documents and updates will be shared via **DJE's secure, encrypted Investor Portal.**

DJE Income Fund I Reporting Sample



ALLOCATION PERCENTAGES



ALLOCATION

Asset Location	Asset Category	Fund Allocation	Asset Value	Fund Leverage
Cash	Cash	\$2,545,000	\$2,545,000	0%
	Land Note	\$90,000	\$205,000	44%
	Land Note	\$10,000	\$197,500	56%
	SFR	\$160,000	\$370,000	43%
	SFR	\$200,000	\$325,000	92%
	Land Note	\$400,000	\$840,168	48%
	Land Note	\$290,000	\$840,168	35%
	Land Note	\$255,000	\$476,752	53%
	Land Note	\$330,000	\$544,048	57%
	Land Note	\$330,000	\$579,000	57%
	Land Note	\$300,000	\$688,000	44%
	Land Note	\$70,000	\$149,000	47%
	Land Note	\$150,000	\$300,000	50%
	Land Note	\$150,000	\$323,362	46%
	Land Note	\$150,000	\$323,362	46%
	Land Note	\$175,000	\$299,000	59%
	Land Note	\$50,000	\$91,000	55%
	Land	\$800,000	\$87,000	115%
	SFR	\$650,000	\$800,000	81%
	Land Note	\$400,000	\$816,000	49%
	Land Note	\$100,000	\$165,000	61%
Land	Land Note	\$90,000	\$150,000	40%
	Land Note	\$60,000	\$138,320	58%
	Land Note	\$120,000	\$210,822	57%
	Land Note	\$125,000	\$222,256	56%
	Land Note	\$120,000	\$204,000	59%
	Land Note	\$90,000	\$151,500	59%
	Land	\$600,000	\$1,500,000	40%
Total		\$8,210,000	Average	55.40%



OUR FIRM

DJE

Texas Management Group

Principal Biography



Devin Elder is the Principal and Sole Owner of DJE Texas Management Group LLC (DJE), a vertically integrated Real Estate Investment and Property Management Company which manages all aspects of the acquisition, repositioning, and disposition of single family, land, development, and multifamily projects in Central Texas. DJE has successfully completed over 250 real estate renovation projects, with budgets ranging from \$10k to \$3M+. Devin has been a Principal in acquiring over 5,000 units of multifamily. No investor capital has ever been lost on any DJE project.

The DJE multifamily portfolio is managed by DJE Properties LLC, the company's in-house property management firm. As of October 2022, DJE Properties manages 2,270 doors in San Antonio.

Devin is also the Co-Founder of Apartment Educators, a consulting firm that teaches successful professionals how to invest in multifamily communities as passive investors and operators. Devin co-founded the Real Estate Brokerage Accelerated Commercial Real Estate in 2020 with his ApartmentEducators.com business partner to assist clients in sourcing and closing multifamily investments. He is also the host of The DJE Podcast, a weekly show interviewing the top commercial real estate investment experts in the country, and is himself a regular expert guest on the top multifamily investment podcasts in the world. Devin also meets twice monthly with a private CEO advisory board and has a broad network of experienced and trusted advisors, attorneys, brokers, investors, and accountants that facilitate the continued success and growth of DJE.

In 2020, Devin founded The DJE Foundation, a 501(c)(3) foundation, whose mission is to improve the lives of disadvantaged children. The non-profit supports the Heart of Texas orphanage in the Philippines, Aid the Silent, The Alliance for South Texas Orphans, and a growing list of other organizations.

Prior to his Real Estate investing career, Devin earned a Bachelor of Business Administration from the University of Texas at San Antonio and enjoyed a near decade-long successful corporate career in Operations, IT, and Marketing roles at two of San Antonio's largest employers, Rackspace and 3M.

Devin has been married to his wife Amber since 2008. They reside in far North San Antonio with their three children. He enjoys family time, piloting planes & helicopters, playing golf, and spending time with his family at their Texas ranches.

Investor Relations

Justin Liggitt, Head of Investor Relations, brings over 21 years of investor relations and marketing experience in the investment industry. He has extensive experience in full-cycle business development and retention, including deep expertise in building and managing investor relations teams and strategic marketing.

Prior to joining DJE, Justin helped a private equity firm launch their first private market REIT which invested in multifamily properties, and was responsible for all marketing, business development and investor relations activities of the investment product. Before getting into the commercial real estate industry, Justin spent 15 years in the wealth management industry in a number of high-level marketing and business development roles.

In his spare time, Justin is an artist, volunteer, athlete and father to his 9-year-old son.



— Mission, Vision & Values

DJE Mission

DJE creates exceptional places to live, work, and relax. We do this by operating from our Core Values to create a World Class Company Culture and a World Class Investor Experience, which allows us to consistently execute on a variety of investment projects where everyone involved wins.

DJE Core Values

1. Everyone Involved Wins
2. Deliver at All Costs
3. Do Work We're Proud of
4. Tiny Improvements Daily

DJE Vision

Grow to \$1 Billion in Assets Under Management.

Current AUM ~\$260M.

World Class Company Culture



DJE deliberately spends time, energy, and resources on creating a **World Class Company Culture** where people volunteer their best every day.

DJE

Texas Management Group

A modern living room with dark leather sofas, a wooden coffee table, and a large abstract painting. The room features a high ceiling with exposed wooden beams and several pendant lights. A large glass display cabinet is visible in the background, and a round clock hangs on the wall. The overall aesthetic is contemporary and sophisticated.

NEXT STEPS

DJE

Texas Management Group

— Reserve a Spot

Justin Liggitt

Head of Investor Relations

justin@djetexas.com

(210) 245-7150



Texas Management Group

Disclaimer

Nothing in this presentation shall be construed as an offer for investment in DJE Texas Management Group, LLC (the “Company”). Solicitations for investments by the Company will only be made through a Private Placement Memorandum provided by the Company to potential investors for such purpose.

The information contained in this information packet is confidential and is solely for the use of providing information about the Company’s business model and investment strategies. The information contained herein is the sole property of the Company and may not be copied or reproduced without the express written consent of the Company. While the information contained in this presentation has been compiled from sources we believe to be reliable, neither the Company nor its representatives make any representations or warranties as to the accuracy or completeness contained herein. All financial information used in this information packet and projections are provided for reference only and are based on assumptions relating to the general economy, market conditions, and other factors beyond the Company’s control.

Statements included in this presentation address activities, events or developments that the Company anticipate will or may occur in the future. These statements are based on certain assumptions and analyses made by the Company in light of its experience and perception of historical trends, current conditions and expected future developments. However, whether actual results will conform with these expectations is subject to a number of risks and uncertainties, many of which are beyond the control of the Company, including but not limited to including risks endemic to real estate investing, including variations in residential housing demand, general business cycles and interest rate changes. Thus, all of the forward-looking statements made in this information packet are qualified by these cautionary statements. There can be no assurance that actual results of any investment program will conform to the Company’s expectations.



Justin Liggitt

Head of Investor Relations

justin@dietexas.com

Office: 210.245.1750

CONFIDENTIAL



OFFERING SUBSCRIPTION PACKAGE

for

DJE Income Fund I, LLC
A Delaware Limited Liability Company

Effective Date: January 31, 2023



M&W Law, PLLC

5001 LBJ Fwy. Suite 830

Dallas, TX 75244

O: 972.460.8353

info@mwfirm.com

CLOSING INSTRUCTIONS

-

DJE Income Fund I, LLC

To Prospective Subscriber:

Attached to these Closing Instructions please find the Offering Subscription Package for *DJE Income Fund I, LLC* (the “**Company**”), for your review. The package includes the Company’s Private Placement Memorandum, the Company Agreement, the Subscription Agreement, and the Investor Suitability Questionnaire (collectively, the “**Subscription Documents**”). The Subscription Documents are meant only for the intended recipient as identified by us. If you have received these documents in error, please notify us immediately and discard or return these documents. Thank you.

Sincerely,

Adnan Merchant
M&W Law, PLLC,
Counsel for the Company
15305 Dallas Parkway,
Suite 1200
Addison, TX 75001
972-460-8353
adnan@mwfirm.com

Instructions follow on following pages.

FOR INDIVIDUAL INVESTORS:

1. Carefully review all documents in this Package
2. Click the link provided by the Manager to self-execute the Subscription Documents
3. On the **Company Agreement**:
 - a. Under “*Investor Name*” please complete with your full legal name
 - b. Enter the Capital Commitment that correspond with your subscription
 - c. Sign, print your name, and date
4. On the **Subscription Agreement**
 - a. Under “*Investor Name*” please complete with your full legal name
 - b. Under “*Type of Investor*” please mark “**Individual**”
 - c. Enter the Capital Commitment that correspond with your subscription
 - d. *If spousal signature is required*, please have your spouse similarly execute this Subscription Agreement with signature, printed name, and date.
5. On the **Investor Suitability Questionnaire**
 - a. Page 1
 - i. Please enter all information as a required field (note that investments from Non-US Persons are permitted)
 - b. Page 2 – **Individual Investor Status Representation**
 - i. Please mark all boxes that apply. If none of the boxes apply, please contact the Manager immediately
 - c. Page 3 – **Entity Investor Status Representation**
 - i. ***Skip entirely***
 - d. Page 4
 - i. Please complete the rest of the page for banking information
 - e. Page 7
 - i. Please enter your full legal name, signature, and date. No title is required for individual investors.
6. Subscriber to wire subscription funds upon the direction of the Manager.

FOR BUSINESS ENTITIES, TRUSTS, AND IRA INVESTORS:**

1. Carefully review all documents in this Package
2. Click the link provided by the Manager to self-execute the Subscription Documents
3. On the **Company Agreement**:
 - a. Under “*Investor Name*” please complete with the full legal name of the entity, trust, or IRA investing
 - b. Enter the Capital Commitment that correspond with your subscription
 - c. Sign, print your name, enter the title of the signatory for the entity, and date
4. On the **Subscription Agreement**
 - a. Under “*Investor Name*” please complete with the full legal name of the entity, trust, or IRA investing
 - b. Under “*Type of Investor*” please mark “**Trust/IRA/Entity**”
 - c. Enter the Capital Commitment that correspond with your subscription for each Class
5. On the **Investor Suitability Questionnaire**
 - a. Page 1
 - i. Please enter all information as a required field (note that investments from Non-US Persons are permitted)
 - b. Page 2 – **Individual Investor Status Representation**
 - i. ***Skip entirely***
 - c. Page 3 – **Entity Investor Status Representation**
 - i. Please mark all boxes that apply. If none of the boxes apply, please contact the Manager immediately
 - d. Page 4
 - i. Please complete the rest of the page for banking information
 - e. Page 7
 - i. Please enter the full legal name of the entity, trust, or IRA that is subscribing, signature, title of signatory, and date. No title is required for individual investors.
6. Subscriber to wire subscription funds upon the direction of the Manager.

**Note that for some IRA’s and trusts, the signatory may need to be the trustee. Please consult with your attorney or other advisor prior to executing.

THE SUBSCRIPTION DOCUMENTS ARE PROVIDED FOR EXECUTION VIA THE DJE INVESTOR PORTAL, A SECURE, ENCRYPTED AND RECOGNIZED THIRD-PARTY ELECTRONIC/DIGITAL SIGNATURE EXECUTION PLATFORM. SUBSCRIPTION HEREUNDER REQUIRES AGREEMENT AND ACCEPTANCE OF SUCH EXECUTION METHODS, AS PROVIDED FOR IN THE SUBSCRIPTION DOCUMENTS.

For questions regarding the Company, the Project, its terms, and to verify wire instructions:

DJE IF I MGR, LC, the Manager
ATTN: Devin Elder
investors@djeteexas.com

For questions concerning the legal documents:

MW Law, counsel for the Company
Attn: Adnan Merchant
972.460.8353
adnan@mwfirm.com

Confidential Private Placement Memorandum
for
DJE Income Fund I, LLC

Summary

Offering:

Indefinite Number of Class A Membership Interests (Class A Units)
of *DJE Income Fund I, LLC* (the “**Fund**”)

Price Per Unit: \$1,000

Minimum Investment: 50 Units;

Offering Period:

Perpetual; until closed or terminated by the Manager.
Subscriptions are sold on a “rolling” basis within the discretion of the Manager.

Sale Exemption:

Private Placement
Securities Act of 1933, Regulation D; R. 506(c)

This confidential private placement memorandum (this “**Memorandum**”) is being furnished by the Manager solely for use by prospective investors on an invite-only basis (each an “**Investor**”) in evaluating the Fund and this Offering (defined below) of interests.

THE INVESTMENT OPPORTUNITY DESCRIBED IN THIS MEMORANDUM INVOLVES A HIGH DEGREE OF RISK – NOTHING IN THIS MEMORANDUM SHOULD BE CONSIDERED AS INVESTMENT OR FINANCIAL ADVICE. EACH INVESTOR SHOULD MAKE THEIR OWN DECISION ABOUT WHETHER TO INVEST BASED UPON FACTORS THAT ARE MATERIAL TO THEM. SEE THE RISK FACTORS OUTLINED IN “INVESTMENT CONSIDERATIONS,” AND ELSEWHERE THROUGHOUT THIS MEMORANDUM. THE VALUE OF THE SECURITIES OFFERED HEREUNDER ARE SPECULATIVE IN NATURE AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE “SECURITIES ACT”) OR THE SECURITIES LAWS OF ANY STATE OR JURISDICTION IN RELIANCE OF AN EXEMPTION FROM REGISTRATION THEREUNDER.

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Exhibit Schedule

- Exhibit A: Project Materials (Offering Memorandum)
- Exhibit B: Company Operating Agreement
- Exhibit C: Subscription Agreement and Investor Suitability Questionnaire

GENERAL NOTICES

All documents relevant to this Offering of interests and any additional information that is requested by an Investor, and which is reasonably available or that can be obtained without unreasonable expense or delay shall be made available by the Manager upon request, subject to considerations of applicable laws, confidentiality, trade secrets, and proprietary information. Each Subscriber is invited to meet with a representative of the Fund and to discuss with, ask questions of, and receive answers from, that representative concerning the terms and conditions of this Offering, and to obtain any additional information, to the extent that the representative possesses that information or can acquire it without unreasonable effort or expense, necessary to verify the information contained in this Memorandum. Other than as expressly authorized by the Manager, no other Person has been authorized to give any information or make any representations regarding this Offering, the Fund, the Manager, or the Sponsor, and any representation or information not contained in this Memorandum and supporting documentation must **not** be relied on as having been authorized by the Manager.

This Memorandum is furnished on a private placement basis only to certain accredited investors to provide relevant information about a potential investment in equity interests of the Fund. This Memorandum is to be used **only** by the person to whom it has been delivered solely in connection with the consideration of the purchase of the Interests described in this Memorandum. The information contained in the Memorandum should be treated in a confidential manner and may not be reproduced, transmitted, or used in whole or in part for any other purpose, nor may it be disclosed to any third party without the prior written consent of the Manager. Each prospective investor accepting this Memorandum hereby agrees to return it to the Manager, along with any copies (and destroy any electronic copies), promptly upon request.

The Interests have also not been registered under the Securities Act, as amended, or the securities laws of any state or any other jurisdiction, nor is such registration contemplated. The Interests will be only sold in accordance with the exemption provided by Section 4(a)(2) of the Securities Act, and specifically Regulation D promulgated thereunder, and other exemptions of similar import in the laws of the states where this Offering will be made. Specifically, this Offering is (or will be) made in reliance of an exemption from registration of securities provided for under **R. 506(c), under Regulation D** of the Securities Act and Subscribers will be required to represent and/or verify their status with respect to eligibility: the Interests will be offered and sold only prospective Investors who are “accredited investors” as defined or referenced in Rule 501(a) of Regulation D (“**Accredited Investors**”).

The rights, preferences, privileges and restrictions arising out of an investment in an Interest (defined below), the rights and responsibilities of the Manager, and each Investor subscribing for Interests (when subscribing, each Investor referred to as a “**Subscriber**”, and when subscribed, a “**Member**”), and the terms and conditions of this Offering are governed by the Fund’s then in effect Fund Company Agreement (the “**Fund Company Agreement**” or the “**Company Agreement**”), and the Subscription Agreement between each Subscriber and the Fund (the “**Subscription Agreement**”), all of which is being provided to the Subscribers by way of this Memorandum. The description of any matters in the text of this Memorandum is subject to and qualified in its entirety by reference to those documents. In particular, terms related to an investment in the Fund may vary from those set forth in this Memorandum as a result of negotiated changes in the Fund Company Agreement or the Subscription Agreement after the date of this Memorandum.

The information contained in this Memorandum is given as of the date on the cover page, unless another time is specified. Investors (or Subscribers, as the case may be) should not infer from either the delivery of this Memorandum or any sale of Interests that there have been no changes in the facts, circumstances, or terms described since that date. The Manager reserve the right to modify the terms of this Offering and of the Interests described in this Memorandum, and the Interests are offered subject to the Manager’s ability

to reject any subscription for Interests in whole or in part. Notice of these changes may not be given to any prospective Investor, Subscriber, or Member until after the fact.

Certain information contained in this Memorandum constitutes “**Forward-looking Statements**,” which can be identified by the use of forward-looking terminology such as “may,” “will,” “should,” “expect,” “anticipate,” “estimate,” “intend,” “continue,” or “believe,” or the negatives or other variations or comparable terminology, though not exclusively so. Due to various risks and uncertainties, including those set forth under the “Investment Considerations,” Section of this Memorandum, actual events or results may differ materially from those reflected in the Forward-looking Statements. Any Forward-looking Statements or information contained in this Memorandum or supporting documentation should be considered with these risks and uncertainties in mind. Accordingly, undue reliance should not be placed on any Forward-looking Statements and information.

Certain information contained in this Memorandum is regarding the prior performance of the Manager, the Sponsor, their principals, or their Affiliates, and prospective investors should bear in mind that past or projected performance is not necessarily indicative of future results, and there can be no assurance that the Fund will achieve comparable results or that the Fund will be able to implement its investment strategy or achieve its investment objectives.

There is no public market for the Interests and no public market is expected to develop in the future. The Interests may not be sold or transferred unless they are registered under the Securities Act *or* an exemption from that registration under the Securities Act and under any other applicable securities law registration requirements is available. Furthermore, there are additional limitations on the transfer of Interests as contained in the Fund Company Agreement. Investors will be required to confirm and represent that the Interests being acquired will be with a view to long-term investment for their own account, without any present or foreseeable need to dispose or liquidate the Interests.

POTENTIAL INVESTORS SHOULD PAY PARTICULAR ATTENTION TO THE INFORMATION CONTAINED IN THE “INVESTMENT CONSIDERATIONS” SECTION OF THIS MEMORANDUM. INVESTMENT IN THE COMPANY IS SUITABLE ONLY FOR ACCREDITED INVESTORS AND REQUIRES THE FINANCIAL ABILITY AND WILLINGNESS TO ACCEPT THE HIGH RISKS AND LACK OF LIQUIDITY INHERENT IN AN INVESTMENT IN THE COMPANY. INVESTORS IN THE COMPANY MUST BE PREPARED TO BEAR THOSE RISKS FOR AN INDEFINITE PERIOD OF TIME. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY’S INVESTMENT OBJECTIVES WILL BE ACHIEVED OR THAT INVESTORS WILL RECEIVE A RETURN OF THEIR CAPITAL.

IN MAKING AN INVESTMENT DECISION ABOUT THE COMPANY, INVESTORS MUST RELY ON THEIR OWN EXAMINATION AND DILIGENCE OF THE COMPANY, THE SPONSORS, AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. PROSPECTIVE INVESTORS SHOULD NOT CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, TAX, INVESTMENT, OR FINANCIAL ADVICE, AND ARE **URGED TO CONSULT WITH THEIR OWN ADVISORS WITH RESPECT THESE MATTERS.**

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY IN ANY STATE OR OTHER JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH STATE OR JURISDICTION. THE INTERESTS OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”) OR BY THE SECURITIES REGULATORY AUTHORITY OF ANY STATE OR ANY OTHER JURISDICTION, NOR HAS THE SEC OR ANY SUCH SECURITIES REGULATORY AUTHORITY PASSED ON THE

ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE. THIS MEMORANDUM IS NOT, AND UNDER ANY CIRCUMSTANCES TO BE CONSTRUED AS A PROSPECTUS OR ADVERTISEMENT FOR A PUBLIC OFFERING OF THE SECURITIES REFERRED TO IN THIS MEMORANDUM.

Except as otherwise noted, all references herein to “\$” or monetary amounts refer to United States (“U.S.”) dollars.

NASAA UNIFORM LEGEND

THE PRESENCE OF A LEGEND FOR ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THAT STATE AND SHOULD NOT BE CONSTRUED TO MEAN AN OFFER OR SALE MAY BE MADE IN A PARTICULAR STATE. IF YOU ARE UNCERTAIN AS TO WHETHER OR NOT OFFERS OR SALES MAY BE LAWFULLY MADE IN ANY GIVEN STATE, YOU ARE HEREBY ADVISED TO CONTACT THE COMPANY. THE SECURITIES DESCRIBED IN THIS MEMORANDUM HAVE NOT BEEN REGISTERED UNDER ANY STATE SECURITIES LAWS (COMMONLY CALLED “BLUE SKY” LAWS). THESE SECURITIES MUST BE ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION OF SUCH SECURITIES UNDER SUCH LAWS, OR AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. THE PRESENCE OF A LEGEND FOR ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THE STATE AND SHOULD NOT BE CONSTRUED TO MEAN AN OFFER OF SALE MAY BE MADE IN ANY PARTICULAR STATE.

State specific legends are contained at the end of this Memorandum.

Jurisdictional Notes

The National Securities Markets Improvement Act (“NSMIA”) amended Section 18 of the Securities Act of 1933 to exempt from state regulation any offer or sale of covered securities exempt from registration pursuant to Commission rules or Regulations issued under Section 4(2) and 4(6) of the Securities Act of 1933. The Fund claims qualification pursuant to Section 18(b)(4)(d) and/or Section 18(b)(3) of the Securities Act and, as such, these securities are considered to be “covered securities” pursuant to the Act.

Prospective investors are not to construe the contents of this document or any prior or subsequent communications from the offeror as legal or tax advice. Each investor must rely on his own representative as to legal, income tax and related matters concerning this investment.

EVERY INVESTOR SHOULD BE AWARE THAT THE COMPANY HAS NO OBLIGATION TO REPURCHASE THE INTERESTS FROM INVESTORS IN THE EVENT THAT, FOR ANY REASON, AN INVESTOR WISHES TO TERMINATE THE INVESTMENT, FAILS TO READ THIS MEMORANDUM, FAILS TO SEEK INDEPENDENT ADVICE, OR OTHERWISE WANTS TO TERMINATE ITS SUBSCRIPTION AFTER EXECUTION.

I. SUMMARY OF PRINCIPAL TERMS

The following information is presented as a summary of principal terms of the offer and sale of the Interests (as further defined below) only and is qualified in its entirety by the terms and conditions of the Fund Company Agreement and the Subscription Agreement, copies of which are attached to this Memorandum as exhibits. Capitalized words that are used but not defined herein have the meaning given to them in the Fund Company Agreement. This Memorandum, the Fund Company Agreement, the Subscription Agreement, and the accompanying Investor Suitability Questionnaire shall together constitute the “**Offering Documents**”. Prior to making any investment in the Fund, all of the Offering Documents should be reviewed carefully.

The Fund: The **Fund (or the Company)** is *DJE Income Fund I, LLC*, a newly formed Delaware limited liability company. The Fund is governed by the terms of its Company Agreement, as may be amended from time to time.

Manager; Sponsor: The **Manager** is *DJE IF I MGR, LLC*, a Delaware limited liability company. The Manager is principally governed by Mr. Devin Elder (the “**Key Person(s)**”).

The **Sponsor** is *DJE IF I GP, LLC*, a Delaware limited liability Company, and is comprised of, and governed by, the same Key Persons (“**DJE**” or the “**Sponsor**”). The Sponsor is a Class B Member.

The Offering: The Fund is offering its Class A limited liability company membership interests (the “**Interests**”) on a private placement basis to investors who satisfy the eligibility standards described in this Memorandum. At present, the Fund anticipates selling its Interests to raise an indefinite amount in total subscriptions (the “**Offering**”). The Offering shall commence as of the Effective Date of this Memorandum and shall continue perpetually until terminated by the Manager in its sole discretion (the “**Offering Period**”). During the Offering Period, the Company may accept subscriptions from prospective Investors in accordance with the terms of its Subscription Agreement on a rolling basis. Because of the perpetual nature of the Offering, the Fund is likely to begin deploying capital as it is raised, instead of waiting to complete the Offering.

Evergreen Offering

The organizational structure is considered an “evergreen” model, in that it shall perpetually exist and continuously raise and deploy capital on an ongoing basis through this Offering or potential subsequent offerings. While new Members may join over time, existing Members will not be entitled to exit the Fund prior to the expiration of their Commitment Period. In other words, subsequent offerings may offer continuous investment opportunities to new prospective investors over the life of the Fund.

The Interests available hereunder will be sold on a “*rolling*” basis within the discretion of the Manager. The Manager reserves the right to accept or reject any subscription, in whole or in part, for any reason.

Fund Thesis:

The Fund has been formed for the purpose of investing in various debt-related real estate opportunities, whether directly or, at a minimum, tangential therewith (each investment made referred to as a “**Portfolio Asset**” and this business collectively, the “**Project**”; and “**Properties**” or “**Property**” shall mean those real properties the Fund provides financing opportunities for (and buildings and fixtures thereupon) of the Fund).

DJE, by and through its various Affiliates, has purchased and exited hundreds of millions of dollars of real estate in Central Texas since 2012. DJE focuses on several asset classes and investment types, including everything from multifamily investments to land and development opportunities. It is the goal of the Fund, and of DJE, to leverage the proceeds of this Offering to continue pursuing such investment opportunities with a focus on deploying the Fund into positions that can create consistent cash flow for the benefit of its Members.

The general goals of the Fund will be to invest in (or make, as the case may be) and manage the Portfolio Assets for the benefit of the Fund. These may include making debt instruments and collecting interest, sometimes directly, as “preferred equity-debt” investments to other real estate syndications or funds, or other forms of debt financing opportunities.

It is important to note that many (if not all) Project assets will likely be held by the Fund through several special purpose vehicles, such as limited liability companies (each an “**SPV**”). Each SPV shall be wholly owned by the Fund, whether directly or indirectly, except in situations where the Manager deems it advisable to allow “side-car” investments for any particular Portfolio Asset.

The activities of the Fund do **not** constitute a managed investment program and the Fund is formed with a view to invest only in real estate, as outlined herein.

More details regarding the Fund’s Project and thesis are contained in an attachment to this Memorandum as Exhibit A – Project Materials.

Management

All management decisions regarding the business of the Fund, the Portfolio Assets, the SPV’s, and the Project as a whole will be made by the Manager and the Members will have limited rights to vote, approve, or otherwise participate in the business and affairs of the Fund, except as may be outlined in the Fund Company Agreement.

Specifically, if the Manager is found to have engaged in certain removable conduct (as established by a court of competent jurisdiction on a non-appealable basis), the Majority in Interest of the Fund may elect to remove and replace the Manager. Absent such circumstances (and absent amendment procedures listed below) the Members will have no rights to participate in the management and affairs of the Fund, including, without limitation, conducting or performing diligence on any potential Portfolio Asset.

Fund Commitment Period; Withdrawal; Re-Investment

The “**Lockup**” or the **Commitment Period** for each Member’s Capital Contributions will be twelve (12) months beginning on the date that Member has given such Capital Contributions. Note that due to the perpetual nature of the Fund, the conclusion of the Commitment Period does not mean a termination of the Fund or even the withdrawal of that Member. In this case, the

Commitment Period is that amount of time Investors' Capital will be committed to the Fund; Investors should be aware that there will be no right to withdraw or receive a return of their Capital from the Fund prior to the expiration of their Commitment Periods (with respect to their applicable Capital Contributions), except on these terms and with the express approval of the Manager, which may be given or denied in its sole discretion.

Withdrawal of Capital Basis

Following the expiration of their respective Commitment Periods Members may elect to withdraw their principal Capital Contributions (with a minimum determined by the Manager in its sole discretion from time to time) by providing the Manager prior written notice of not less than ninety (90) days (for investments between \$250,000-\$500,000, notice of one hundred and eighty (180) days, and for investments of more than \$500,000, notice of two hundred and seventy (270) days) (each a "**Withdrawal Notice**"), subject to the Distribution Gate (defined below). Upon receipt of a Withdrawal Notice for a Member, the Manager shall endeavor to withdraw that amount of Capital Contributions requested in the Withdrawal Notice over a 90 day-period. Upon a receipt of the withdrawal notice, that Member shall immediately cease to accrue the Preferred Return with respect to that amount of withdrawing Capital Contribution, *provided, however*, that the Manager may extend such withdrawal as may be commercially necessary (in its sole judgement) to effectuate such withdrawal (for example, if such capital is currently tied to an outstanding Portfolio Asset). Upon a withdrawal in which the Member has no remaining Capital Contributions with the Fund, the Member shall receive a final distribution of all accrued and unpaid Preferred Returns (pro-rated, as applicable). The Manager has the right to return any or all of Member's Unrecovered Capital Contributions at any time.

Notwithstanding anything to the contrary, if the Manager receives Withdrawal Notices for more than 35.00% of outstanding Capital Contributions within the same 60-day period, the Manager may implement a **Withdrawal Gate**, in which case the first 25% of withdrawals for each Member will be processed on a first-come first-served basis over the course of 120-days, or otherwise as determined feasible by the Manager.

The Fund will only begin to dissolve and liquidate upon the earliest of: (a) the sole discretion of the Manager; (b) the entry of a judicial decree of dissolution pursuant to Delaware law; or (c) the occurrence of a nonwaivable event under the terms of the Delaware Limited Liability Company Act ("**DLLCA**") which requires the Fund to be terminated.

Membership Classes; Investment Minimums

Membership in the Company is divided amongst Class A and Class B Membership Interests. **Class A** is comprised of all Investor Members, who are entitled to the Preferred Return. The minimum Subscription Amount for Class A Units is **FIFTY THOUSAND DOLLARS AND NO/100 (\$50,000.00)**, although the Manager may accept subscriptions of lesser amounts, in its sole discretion.

Class B is reserved to the Sponsor, as the only Member in that Class. Class B is not entitled to the Preferred Return.

**Investment
Procedure:**

To be eligible, a Subscriber must be an Accredited Investor. An eligible investor may subscribe for Interests by delivering to the Fund, on or prior to the closing of this Offering: 1) a properly and fully executed Subscription Agreement, together with all required supporting documentation; 2) a properly and fully executed Fund Company Agreement; and 3) payment of that amount of Capital Contributions as called for by the Manager upon initial subscription.

Persons whose subscriptions are accepted by the Fund will be admitted as Members of the Fund ("**Members**", including the Sponsor) and will have an equity interest therein (via their Interests). Each Interest includes the right of that Member to all benefits to which a Member may be entitled pursuant to the Fund Company Agreement and under applicable law, together with all obligations of the Member to comply with the terms and provisions of the Fund Company Agreement and applicable law.

Under the terms of the Offering Documents, Subscribers and Members may, from time to time, at the discretion of the Manager, be required to provide representations, documentation, instruments, or information to facilitate their subscription, satisfy applicable anti-money laundering requirements, accredited investor status, investor sophistication, and for certain other purposes as may be reasonable or necessary. The Manager will notify each Subscriber as to whether it has accepted its subscription, which may only occur upon the successful completion of the Offering and if all the above conditions are met.

The Manager has the authority to admit additional Members in a subsequent offering, provided that such additional Members, in joining the Fund, comply with the added terms as outlined in the Company Agreement.

Expenses:

All Operating and Organizational expenses of the Fund and the Manager shall be borne by the Fund, and the Fund will retain amounts contributed by the Subscribers to be utilized toward all expenses. Notwithstanding the foregoing, however, expenses related to, general market research travel, solicitation of capital, including costs related to the engagement of placement agents or broker/dealers, shall be borne by the Manager directly.

Fee Disclosure:

The Manager is taking **no fees** in connection with its service to the Project. However, the Manager is entitled to a reimbursement of all out-of-pocket expenses it incurs on behalf of the Fund, the SPEs, and the Project. The Sponsor is also entitled to all profits following the payment of the Preferred Return to Investors.

**Distributions and
Allocations**

Preferred Return

The Company will provide all Class A Members a **Preferred Return equal to 10.00%** on an annual basis (and prorated for years in which a Subscriber is only a Member for a portion of the year) as a distribution, cumulatively, and non-compounded, on their Unrecovered Capital Contributions. The Preferred Return will begin to accrue on the immediately following fifteenth day (15th) of the

month following the date the Investor provides such Capital Contributions (prorated for partial years). The Preferred Return shall be paid out monthly from operational cash flows (if available) and will not count toward a return of capital.

Allocations.

The Fund's items of income, gain, or credit recognized by the Fund will be allocated to the Members' Capital Accounts in accordance with distributions actually made to the Members, always on a pro rata basis of each Member's Unrecovered Capital Contributions in proportion to the total Unrecovered Capital Contributions of all the Members. All items of loss will be allocated to the Members on a pro rata basis of each Member's Capital Contributions in proportion to the total Capital Contributions of all the Members.

Distributions.

All distributions shall be as stated in the Company Agreement and are outlined for convenience as follows:*

(i) First, the Fund intends to make quarterly or monthly (within the discretion of the Manager) distributions of the Preferred Return to all Class A Members; then

(ii) Second and finally, any balance shall be distributable to the Class B Sponsor.

Prior to making any distributions, the Fund will first use available cash and assets to pay obligations, if any. The Fund may also set aside a reasonable contingency reserve should the Manager determine it to be necessary. The Manager may assign its distributions hereunder to any party it so desires, whether Affiliate Persons or not.

**Distributions need not be made to all Members at the same time, but in all instances profits and losses shall be allocated as stated above. The Manager need not pay out distributions to all the Members at once and may elect instead to make distributions to select Member(s) only, and in chronological order or any other order amongst the Members it determines reasonable in its sole discretion. A return of capital to a Member upon a duly noticed withdrawal shall, in the discretion of the Manager, supersede the distribution mechanism outlined here.*

Capital Accounts

The Fund will establish and maintain a capital account ("**Capital Account**") for each Member. The Capital Account of a Member will be (i) increased by (a) the amount of all capital contributions by that Member to the Fund and (b) any Profits (or items of gross income) allocated to that Member; and (ii) decreased by (a) the amount of any Losses (or items of loss) allocated to that Member and

(b) the amount of any distributions to that Member. Capital Accounts will be maintained in accordance with U.S. federal income tax guidelines.

True Up and Dilution.

Due to the “evergreen” model of the fund (see below for more information), all Member’s will likely experience a dilution of their Interests in the Fund as the Fund continues to raise capital overtime. However, as an income fund, the goal of the Fund is not to maximize equity, but rather to generate sustainable and consistent income via the Preferred Return. Though a “true up” mechanism will be in place, the same may only be exercised by the Manager under extreme circumstances within the discretion of the Manager. Investors should fully understand the dynamics and nature of a fund such as this Fund prior to investing.

Securities Laws:

The Interests will **not** be registered under the Securities Act. Offers of Interests will be made solely to investors that are Accredited Investors in reliance of an exemption from registration pursuant to **Rule 506(c)** under Regulation D of the Securities Act. *See* Section V: “The Offering—Eligible Investors and Suitability Standards.”

The Fund intends to rely on the exemption from registration under the Investment Company Act of 1940, as amended (the “**Investment Company Act**”) by way of the exemption specified in Section 3(c)(5) (for issuers who are not investing in securities, but rather real estate within the meaning of the Investment Company Act). Likewise, the Manager is not, and does not intend to become, a registered or exempt/exempt reporting investment advisor under the Investment Advisors Act of 1940, as amended (the “**Investment Advisors Act**”), or under any state regulatory authority, by way of exemption therefrom.

Other Business Activities of Manager:

The Manager shall devote such time as is reasonably necessary (in its judgment) to effectively manage the affairs of the Fund. The Manager and its principals and affiliates are **not** otherwise precluded from engaging in or pursuing, directly or indirectly, any interest in other business ventures of any kind, nature, or description, independently or with others.

The Manager and its affiliates and principals are also permitted to create and manage one or more subsequent funds having a substantially similar investment strategy without any notice or consent of the Members (a “**Subsequent Fund**”). The SPV’s may, in the sole discretion of the Manager, have third-party stakeholders apart from the Fund.

Exculpation and Indemnification; Limitation of Liability

Neither the Manager, the Sponsors, the Partnership Representative (as defined in the Company Agreement), nor their respective members, managers, shareholders, partners, employees, directors, officers, advisors, consultants, personnel or agents or affiliates (collectively, “**Indemnified Persons**”) will be liable to the Fund or any Member any losses, liability, claims, damages or expense (“**Losses**”) so long as (i) that Indemnified Person acted in good faith and believed that conduct was in the best interests of the Fund and (ii) that conduct did not constitute gross negligence, willful misconduct, bad faith or fraud. The Indemnified Persons will also not be liable for any act or omission

of third parties, except to the extent that any losses or damages caused by such third parties are primarily attributable to the Indemnified Persons' gross negligence, willful misconduct, bad faith or fraud.

In addition, the Fund may pay the expenses incurred by the Indemnified Person in defending an actual or threatened civil or criminal action in advance of the final disposition of that action, *provided* that the Indemnified Person agrees to repay those expenses if found by final adjudication not to be entitled to indemnification. The Fund may obtain insurance for (at the Fund's expense) the Indemnified Persons for any Losses except those attributable to conduct in the foregoing clause (ii).

**Transfer of Interests;
Compulsory
Redemption**

The transfer of any Interests is subject to several restrictions, including applicable securities laws and the consent of the Manager. The transferee of any Interests must meet all investor suitability standards, complete subscription documents and comply with any applicable securities, anti-terrorism, "KYC", and anti-money laundering requirements. The Manager will be allowed to transfer its Interest to an Affiliate, provided the Key Persons of the Manager continue to control the Interest. Members may not withdraw from the Fund prior to its termination and dissolution, and no Member has the right to require the Fund to redeem its Interest.

However, the Manager may, by notice to a Member, force the sale or redemption of all or a portion of that Member's Interest on terms as the Manager determines to be fair and reasonable, or take other actions as it determines to be fair and reasonable in the event that the Manager determines or has reason to believe that: (i) the Member has attempted to effect a Transfer of, or a Transfer has occurred with respect to, any portion of that Member's Interest in violation of the Fund Company Agreement or securities laws; (ii) continued ownership of that Interest by that Member is reasonably likely to cause the Fund to be in violation of securities laws of the United States or any other relevant jurisdiction or the rules of any self-regulatory organization applicable to the Manager, or their Affiliates; (iii) continued ownership of that Interest by that Member may be harmful or injurious to the business or reputation of the Fund, the Manager, or the Project, or may subject the Fund or any other Members to a risk of adverse tax or other legal/fiscal consequence, including without limitation, adverse consequence under ERISA; (iv) any of the representations or warranties made by that Member in connection with the acquisition of that Member's Interest was not true when made or has ceased to be true; (v) that Member's Interest has vested in any other person by reason of the bankruptcy, receivership, dissolution, incompetency, or death of that Member; or the Member is in default or material breach of the Company Agreement.

If a Member has no remaining outstanding Capital Contributions with the Company or is withdrawn by the Company for any other reason, such Member will cease to be a Member of the Company immediately and automatically, having no further rights or interests in the Company.

The Company reserves the right to redeem the Interests from any and all Members and withdraw the same at any time and for any reason upon not less than 30 days' written notice. In such an event, the Company shall provide a final

distribution to that Member equal to such Member's (i) Unrecovered Capital Contributions *plus* (ii) accrued and unpaid Preferred Return through such date of notice of withdrawal.

**No Fault
Termination**

The Offering may be terminated within the first 6 months at any time by the Manager for reason of "no fault". In such an event, to the extent there are Capital Contributions undeployed which the Manager reasonably believes it will not deploy, it may, in its sole discretion, terminate the Offering and winddown the Fund by providing all Members a return of Capital without Interest or payment of Preferred Return.

Reports:

The Fund's fiscal year will end on December 31. Within 90 days after the end of each Fiscal Year, or as soon as practicable, the Fund expects to furnish to each Member sufficient information from as is necessary for each Member to complete U.S. federal and state income tax returns with respect to its Interest, along with any other tax information required by law, provided, however, that the Manager may, due to a force majeure event (as that term is commonly used), elect to extend the Membership's tax filings, and consequently such reports may be delayed to the Members accordingly and as reasonably necessary. Schedule K-1 will be furnished to Members no later than the fifteenth of March each fiscal year, subject, however, to an extension filed by the Membership at the Manager's sole discretion. Because the Fund may have years in which there is no activity, there may be years in which investors do not receive K-1 tax documents.

Following the close of each fiscal year, within 120 days the Manager shall also provide unaudited financial statements and a summary report regarding the Membership (subject, however, to extensions filed by the Manager of the Membership's tax returns which would also cause such reports to be delayed as reasonably necessary or delays in the receipt of any information which the Manager requires to complete such reports).

Following the close of each fiscal quarter, within 60 days the Manager shall also provide unaudited financial statements and a summary report regarding the Membership (subject, however, to delays in the receipt of any information which the Manager requires to complete such reports).

Tax returns, reports, summaries, financials, and other relevant documents due to the Member may only be provided electronically by the Fund Administrator.

Notwithstanding the foregoing, the Manager may be excused from providing reports within the timeframe outlined above if it is delayed by acts or events outside of its control (force majeure events, as that term is commonly used).

Confidentiality:

A Member's rights to access or receive any information about the Fund or its business will be conditioned on the Member's willingness and ability to assure that the information will be used solely by the Member for purposes of monitoring its Interest, and that the information will not become publicly available as a result of the Member's right to access or receive that information. Each Member will be required to maintain information provided to it about the Fund or its business in confidence and not to disclose the information except in

certain limited circumstances. The Manager will be entitled to withhold certain Fund information from Members that the Manager deems to be in the best interest of the Fund to keep confidential. The Manager may limit the information that is made available to Investors regarding the Project.

Certain Tax Considerations:

As a limited liability company (taxed as a partnership), the Fund generally will not be subject to U.S. federal income tax, and each Member subject to U.S. income tax will be required to include in computing its U.S. federal income tax liability its allocable shares of the items of income, gain, loss, and deduction of the Fund, regardless of whether and to what extent distributions are made by the Fund to that Member. Withholding may be required for Non-U.S. Persons.

Risk Factors:

An investment in the Fund and the Fund's investment strategy involves significant risks, including those associated with investments in the Fund's targeted industry, market, and particular type of contemplated real estate investments. The layers of entity structure between an investor and the Portfolio Assets means that success is largely outside of the hands of the Members. An investment in the Fund is speculative and involves a high degree of risk. A Member could lose all or a substantial amount of their investment in the Fund. The Fund's performance may be volatile and is suitable only for Persons who can afford fluctuations in the value of their investment. The Fund has limited liquidity and the opportunity is suitable only for Persons who have limited need for liquidity and who meet the suitability standards set forth in this Memorandum. There is no assurance that the Fund will be successful or that its investment objective will be achieved, including the successful completion of the Project or a sale of the Property thereof. There is no public market for the Interests and no secondary market for the Interests is expected to develop, and there are severe restrictions on a Member's ability to withdraw or transfer Interests.

Each potential investor should not construe the contents of this Memorandum as legal, tax, investment, or other advice. Each recipient should carefully review this Memorandum and obtain the advice of legal, accounting, tax and other advisors in connection therewith before deciding to invest in the Fund. Investment in the Fund is designed only for accredited persons who are able to bear the total loss of their capital contributions to the Fund. INVESTORS SHOULD ONLY SUBSCRIBE AFTER CONDUCTING DUE DILIGENCE THAT IS SATISFACTORY TO THEM.

See "**Investment Considerations**" in this Memorandum for a detailed list of risk factor.

Investments by Non-U.S. Investors:

Investments from non-U.S. investors are permitted at the discretion of the Manager, but the Fund will perform standard withholdings as required or advisable.

Legal Counsel to the Fund:

M&W Law, PLLC is the counsel for the Fund, the SPV, and the Manager ("**Fund Counsel**") but has not provided (and will not provide) any advisory or investment opinions regarding the Project, its offered terms, or the Portfolio Assets, and is NOT (and will not be) counsel for any prospective Investor. All

prospective Investors are entitled to independent legal counsel in connection with their potential investment hereunder.

**Accountants and
Fund Administrators**

The Manager will timely select an appropriate CPA and Fund Administrator for the Fund or may elect to handle the same in-house.

The Manager has the right, in its sole discretion, to change the Counsel, Accountant, or Administrator at any time. The Members may be required, from time to time, to provide the Counsel, Accountant, or Fund Administrator (if a third party) with such information as reasonably requested, including contact information, tax identification information, banking information, and other information reasonably required for the proper administration of the Fund.

Each of the aforementioned providers to the Fund shall provide and perform such services as are desired by the Membership and/or as may be customary for such provider, including, without limitation, the preparation and filing of legal documents, tax returns, quarterly and annual reports, and other such services. The Manager, as Fund Administrator shall also assist with the onboarding of all Investors.

Amendments

The Fund Company Agreement provides broad discretion to the Manager to amend the Fund Company Agreement without the consent of the Members. Subscribers are encouraged to read the provisions of the Fund Company Agreement relating to amendments. Additionally, the Manager may waive or modify any provision of the Fund Company Agreement with respect to any Member or prospective Member by side agreement. Notwithstanding the foregoing, the Manager may **not** amend the Fund Company Agreement, or waive or modify any provision of the Fund Company Agreement with respect to any Member, in any way that materially and adversely affects the economic interests of a Member without the consent of a Majority in Interest of all of the Members.

**Project Disclosure
Material**

Other than what is contained in this Memorandum and the accompanying exhibits, including Exhibit A – Project Materials, and as may be requested by and provided to the Subscriber, Subscribers have not been (or will not be) provided any other disclosure materials or related information relating to this Offering. Investors will be required to acknowledge and represent that they are subscribing for Interests based on their own assessment of the materials and knowledge of the industry and of the Project, and **no reliance should be given to any representation of the Fund or the Manager, and no warranties are given regarding the accuracy or completeness of any materials.**

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II. PROJECT DETAILS

Thesis and Goals

The Fund is organized as an “evergreen” fund model. An “evergreen” fund is one that has an indefinite life cycle, is always raising capital to invest, and is “open” on a perpetual basis. Evergreen funding takes its name from coniferous evergreen trees, which keep their leaves and stay green throughout the entire year. Similarly, evergreen funding means capital is provided throughout the seasons of a Fund’s operations. That being the case, and as described above, the general thesis of the Fund is to raise capital on an “evergreen” model in order to invest in a variety of debt-related assets, including as senior, mezzanine, or other debt instruments and earn interest thereof.

Investment Criteria

The anticipates providing debt financing in at least some of the following asset types, with approximate criteria:

- Multifamily assets with an opportunity to improve net operating incomes through operations, renovations, or both.
- Undeveloped land that that may yield a sale price of 1.4-2x multiple of the purchase price per acre after subdivision.
- Other types of multifamily/real estate asset classes that offer light value add opportunities as preferred funding.
- Development: construction of industrial warehouse and flex space, or other types of assets

Market conditions, viability of the Project, and such other factors as outlined (on a non-exhaustive basis) in this Memorandum, may affect the Fund’s currently contemplated strategy. The Fund may have to alter its given strategy at any time to accommodate market shifts and demands.

III. DETAILS REGARDING MANAGEMENT OF THE FUND

The Manager is responsible to oversee and manage day-to-day administration and operations of the Fund. The Fund Company Agreement contains limitations on the liability of the Manager and its affiliates for any action taken, or any failure to act, on behalf of the Fund unless there is a judgment or other final adjudication (an arbitration award) adverse to the Manager and its affiliates establishing that the Manager’s acts or omissions involve gross negligence, willful misconduct, bad faith, or fraud (Bad Acts). The Fund Company Agreement also provides for indemnification of the Manager, its principals, and their affiliates and advance of certain expenses for any losses for which the Manager is absolved from liability under the terms of the Fund Company Agreement.

The Portfolio Assets shall be managed by the Manager, however, the same may be serviced or administered by an Affiliate of the Sponsor; the nature of the Portfolio Asset will determine the level of control which the Sponsor/Manager has with respect to the underlying investment, and this will likely vary between investments.

IV. SOURCES AND USES OF INVESTMENTS

The Portfolio Assets have been, or will be, acquired by SPV's or titled in the name of the Fund itself.

The presently contemplated sources and uses of capital* for this Project are as projected in the attached Exhibit A, alongside other projections and other relevant (but not guaranteed) financial data regarding the Project.**

**All prospective Investors are advised that the sources and uses figures presented are merely estimates and are subject to material change without notice to any Member.*

*** No commissions are being paid to brokers, dealers, or placement agents in connection with this Offering.*

V. OFFERING COMPLIANCE

Eligible Investors and Suitability Standards

Interests are offered only to certain accredited investors as defined in Rule 501(a) of Regulation D of the Securities Act. The Fund may also require that the Interests be sold only to "qualified purchasers" as defined in Section 2(a)(51) of the Investment Company Act ("**Qualified Purchasers**").

In addition to the net worth, income and investments standards described in the Subscription Agreement, each Member must have funds adequate to meet personal needs and contingencies, must have no need for prompt liquidity from investment in the Fund, and must purchase Interests for long-term investment only and not with a view to resale or distribution. A Member's Contributed Capital (as adjusted to reflect the allocation of income and losses of the Fund) may **not** be withdrawn except as set forth in the Fund Company Agreement.

Each investor, either alone or with a purchaser representative, must also have sufficient knowledge and experience in financial and business matters generally, in securities investments, and in particular, commercial-residential real estate, to be capable of evaluating the merits and risks of investing in the Fund. Because of the restrictions on withdrawing funds from the Fund and the risks of investment (some of which are discussed under Section VII – "Investment Considerations"), an investment in the Fund is not suitable for an investor that does not meet the suitability standards as outlined in the Subscription Agreement. A prospective investor may not, however, rely on the Manager or the Sponsor to determine the suitability of its investment in the Fund. The Manager and Sponsor assume no liability for a Subscriber's decision to invest in the Fund.

Reliance on Subscriber Information

Representations and requests for information regarding the satisfaction of investor suitability standards are included in the Subscription Agreement that each Subscriber must complete. The Interests have not been registered under the Securities Act. The Interests are being offered in reliance on Section 4(a)(2) and Regulation D of the Securities Act, and in reliance on applicable exemptions from state law registration or qualification provisions. Accordingly, before selling Interests to any offeree, the Manager may make all inquiries reasonably necessary to satisfy itself that the prerequisites of those exemptions have been met. Subscribers will also be required to provide additional evidence as deemed necessary by the Manager to substantiate information or representations contained in their respective Subscription Agreements. The standards set forth above are only minimum standards. The Manager reserve the right, in its exclusive discretion, to reject any Subscription Agreement for any reason, regardless of whether a Subscriber meets the suitability standards contained in this Memorandum. In addition, the Manager reserve the right, in its exclusive discretion, to waive minimum suitability standards not imposed by law.

The Manager will impose suitability standards comparable to those contained in this Memorandum in connection with any resale or other transfer of Interests permitted under the Fund Company Agreement.

Plan of Distribution

Interests are being offered and will be sold directly by the Manager on behalf of the Fund. No underwriters, brokers, dealers, or finders have been engaged by the Manager, the Sponsor, or the Fund to offer or sell Interests. However, this does not preclude the Manager from engaging third parties for this service in the future, always at the sole discretion of the Manager.

VI. TAX MATTERS

General

The following is a brief summary of certain U.S. federal income tax considerations that may be relevant to an investment in the Fund. This summary does not contain a comprehensive discussion of all U.S. federal income tax consequences that may be relevant to a Member in view of that Member's particular circumstances or (unless otherwise indicated) to certain Members subject to special treatment under U.S. federal income tax laws – such as regulated investment companies, personal holding companies, brokers or dealers in securities, banks and certain other financial institutions, tax-exempt organizations, trusts and insurance companies – nor does it address any state, estate, local, foreign or other tax consequences of an investment in the Fund, except as otherwise provided in this Memorandum. This summary is based on the assumptions that (i) each Member (and each of its beneficial owners, as necessary under U.S. federal income tax withholding and backup withholding rules) will provide all appropriate certifications to the Fund in a timely fashion to minimize withholding (or backup withholding) on each Member's distributive share of the Fund's gross income and (ii) each Member will hold its Interest as a capital asset for U.S. federal income tax purposes. Each Subscriber should also note that, except as otherwise provided in this Memorandum, this summary does not address the interaction of U.S. federal tax laws and any income or estate tax treaties between the U.S. and any other jurisdiction.

For purposes of this discussion, the term “**U.S. person**” generally means any U.S. citizen or resident individual, any corporation, Limited Liability Company, or partnership organized under U.S. law, any estate (other than an estate the income of which, from sources outside the U.S. that is not effectively connected with a trade or business within the U.S., is not includible in its gross income for U.S. federal income tax purposes) and any trust if a court within the U.S. is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust. The term “**U.S. Member**” means any Member that is a U.S. person and, unless the context otherwise requires, includes any U.S. person that holds an equity Interest through one or more partnerships or other entities treated as transparent for U.S. federal income tax purposes. The term “**Non-U.S. Member**” means a Member that is not a U.S. person.

No assurance can be given that the Internal Revenue Service (the “**IRS**”) will concur with the tax consequences set forth below. Each prospective investor is advised to consult its own tax counsel as to the specific U.S. federal income tax consequences of an investment in the Fund and as to applicable foreign, state, estate, and local taxes. Also, *see* the discussion of tax matters under “Investment Considerations” in Section VII.

BE ADVISED THAT THE GAINS REALIZED BY THE COMPANY WILL LIKELY RESULT IN ORDINARY TAXABLE INCOME AND NOT IN CAPITAL GAINS, PER IRS REGULATIONS. Prospective investors should confer with their tax advisors regarding the tax consequences of investment in the Fund, including the impact of state, local and foreign tax laws, considering the

prospective investors' particular circumstances and the particular nature and purpose of the Fund. The Manager assumes no responsibility for the tax consequences of its transactions to any investor.

Non-U.S. Investors

As discussed in more detail below, a non-U.S. investor generally should not be subject to taxation by the United States (other than certain withholding taxes) with respect to its investment in the Fund so long as that investor does not spend more than 182 days in the United States during its taxable year, does not otherwise have a substantial connection with the United States, and is not engaged, or deemed to be engaged, in a U.S. trade or business.

Non-U.S. investors who are resident alien individuals of the United States (generally, individuals lawfully admitted for permanent residence, or who have a substantial presence, in the United States) or for whom their allocable share of Fund income and gain, and the gain realized on the sale or disposition of a Fund interest is otherwise effectively connected with their conduct of a U.S. trade or business will be subject to U.S. federal income taxation on the income and gains.

The tax aspects of the Fund summarized above are general in nature, and this discussion is not intended to include a complete explanation of the federal income tax results of investing in the Fund. Each prospective investor should consult with its own tax advisor for detailed information.

To ensure compliance with IRS Circular 230, investors are hereby notified that (i) any discussion of federal tax issues in this Memorandum is not intended or written to be relied on, and cannot be relied on by any investor or any other person, for the purpose of avoiding penalties that may be imposed under the Code; (ii) that discussion is written to support the promotion or marketing (within the meaning of IRS Circular 230) of the transactions or matters addressed herein; and (iii) each investor should seek advice based on the investor's particular circumstances from an independent tax advisor.

Taxable "Phantom" Income to Investors

Investors must accept the risk that they may realize a substantial amount of taxable income without a corresponding distribution from the Fund to pay any taxes due. Though a mandatory distribution is scheduled, no assurance can be provided that any Investor will receive corresponding distributions from the Fund to assist the Investor in satisfying any such tax obligation payments, and each Investor should be prepared to be required to pay such tax obligations from the Investor's own assets, rather than from amounts paid to the Investor by the Fund.

Cost Segregation and Depreciation.

To the extent possible, the Fund may endeavor to pass along all of the cost segregation depreciation benefits directly to all Members, pro rata in accordance with the Limited Liability Company Interest Percentages of the Members. It must be noted that the laws in place that may allow for this mechanism are always subject to change by the IRS, and in some instances the Fund may even refrain from doing so if reasons exist that, in the discretion of the Manager, would not be beneficial to the Fund.

Taxation risks are outlined below in Section VII of this Memorandum.

End of Section. Memorandum continues on following page.

VII. INVESTMENT CONSIDERATIONS

An investment in the Fund involves a significant amount of risk and is suitable only for accredited investors of substantial means and have no immediate need for liquidity in the amount invested, and who understand and can afford a risk of loss of all or a substantial part of the investment. There can be no assurance that any returns will be realized or that a Member will receive a return of its capital. Accordingly, potential investors should carefully consider the following factors, among others, before making an investment in the Fund.

The below listed items do not purport to be an all-inclusive or all-exhaustive list of risk factors associated with this Project and Offering. Prospective Investors should evaluate the merits and risks of an investment into the Fund themselves, based on factors that are uniquely important to themselves. These risks may include certain risks relating to regulatory, operating, tax and investment matters, and consult with their own professional advisor(s) to consider carefully the following factors.

Risks Associated with this Project, Generally

An income fund model is different from other equity funds. The goal of an income fund is not to maximize long-term capital gains and profits, but rather to produce stable, more conservative but consistent income (usually taxed as ordinary income). In this case, the Preferred Return is set to 10.00%, annually. This means the Fund is striving to produce a 10.00% return on invested (and unreturned) Capital Contributions on an annual basis to each Investor. Profits beyond 10.00%, if realized by the Fund, will belong to the Sponsor.

An income fund is also almost always an “evergreen” model, such as the model for this Fund. In such a circumstance, withdrawal of invested Capital Contributions is also severely restricted. In this case, Members are generally committed for at least 12 months. After such time, a Member may elect to withdraw from the Fund and receive a return of their invested Capital Contributions, but such withdrawal will take time, likely only to occur over the course of a full calendar year. Investors should only invest in this Fund if they have no immediate need for liquidity with respect to their invested Capital Contribution. Re-investment may also only be permitted with the consent of the Manager, which may be withheld in its sole discretion.

It is also important to note that, as of the Effective Date of this Memorandum, the global economy (or at least the U.S. economy) is likely in a recession due to high inflation, geopolitical events, and ever-increasing interest rates set by government policies. Such economic environments do not precipitate high yields, generally, and there is a risk that the Fund’s investment strategies that would otherwise be successful, may fall short due to uncontrollable economic factors outside the control of the Manager (e.g. the broader global/U.S. economic market conditions). All Investors should consider broad economic conditions and whether it is the right time to invest, prior to making any investment decisions.

Lastly, an income fund also targets broad diversification for its target investments. Such diversification, including what the Fund invests in, how much it invests, and on what terms, is always a case-by-case basis and always within the sole discretion of the Manager. Though the Manager will endeavor to make all investment decisions in good faith on a reasonable basis acting within the best of its abilities, it cannot guarantee that any investment decisions it makes will be successful, even if it meets the internal investment criteria then in place by the Manager. As is the case with all investment opportunities, this one being no exception, the Preferred Return, additional profits, or even the safe return of Capital Contributions, are **not** guaranteed; all investments, including an investment in this Fund, should be viewed as involving risk of total loss of investment. Ultimately, Investors should only invest in the Fund if they have complete trust in the Manager and the Sponsor principals.

Risks Associated with Lending and Defaults

Lending means the possibility of default on a Portfolio Asset exists, and from time-to-time the Fund may have to retain legal counsel and incur fees to enter litigation over a defaulting Portfolio Asset. Such litigation can include sending demand letters or proceeding with exercising its security interests on any Portfolio Asset that is in default. Such actions present costly risks from which the Fund may not recover its investment aims, in which case returns to the Fund will be significantly negatively impacted. While the Fund will make every effort to ensure it gives the Portfolio Assets to qualified and trustworthy Borrowers, there can be no guarantees about the outcome. Market conditions may also result in financial distress to Borrowers who may in turn be unable to timely pay their obligations, including meeting future obligations which have been factored to the Fund. This may lead to a significant delinquency or defaults, resulting in reduced operational revenues generated from the Project.

Further, the Fund is entitled to set interest rates as it sees fit on a loan-by-loan basis to its Borrowers. The Manager may elect to set these rates within its sole discretion, taking into account current market conditions and the viability of each deal on a case-by-case basis.

Moreover, it is important to note that the Fund may not always hold a first priority lien position on any Property it lends against. It may not even hold a secured position. Ultimately, this means that should any particular borrower to the Fund default on its obligations, the Fund may have little or no recourse or collateral with which to secure its investment. Investment in any given loan may be lost as a result, meaning the Fund may be unable to meet its investment objectives.

Risks Associated with Real Estate, Generally

While real estate investments offer the opportunity for significant gains, those investments also involve a high degree of business and financial risk and can result in substantial losses. There generally will be little or no publicly available information regarding the status and prospects of the Project. Many Project decisions by the Company will be dependent upon the ability to obtain relevant information from non-public sources, and the Company may be required to make decisions without complete information or in reliance upon information provided by third parties that is impossible or impracticable to verify. In addition, acts of nature, all of which are outside the control of the Manager, which include fires, flooding, earthquakes, tornadoes, lightning storms, and other such events may impede, delay, or even result in the failure of the Project.

If the Fund (or an SPV) comes into ownership of a Property by way of foreclosure or otherwise, it will likely need to operate the same prior to selling it. Rental properties also mean that the Company (or any SPV) will be acting as a landlord to tenants. While the Company will strive to make reasonable efforts to ensure qualified and trustworthy tenants are renting at the Property, there can be no guarantees about the outcome of renting to tenants. From time to time, the Company (or any SPV), as a landlord, may be faced with defaulting tenants and may need to implement strong financial policies or engage in legal litigation. In addition, laws and ordinances may from time to time impose rent controls or limit rent increases, which will affect the operational profitability of the Project. Market conditions may also result in financial distress to tenants providing rental incomes, who may in turn be unable to timely pay rental income. This may lead to a significant delinquency or defaults, resulting in reduced operational revenues generated from the Property.

If cases become serious enough, the Company may be required to seek legal remedies, including eviction proceedings. Eviction proceedings can be costly, time consuming, and generally a burden and strain on all parties involved. Having to devote time, effort, and expense may result in costly delays or reduction in operational revenues at the Property, all of which the Manager cannot predict.

Risks Associated with Environmental Concerns for Real Estate

Presently, the Fund cannot comment on the environmental suitability of any underlying Property because such investments will be identified over the course of the Fund, each property will be unique, and such investments may not have been previously subject to an environmental assessment. Accordingly, it is important for prospective Investors to understand that environmental concerns, which if later identified or discovered, would present significant risks to a Property and the ultimate viability and success of the Project. There may be undiscovered hazardous materials in a particular property identified for investment, including but not limited to, asbestos, lead paint, mold, and other harmful substances. There may be undiscovered or later transpiring issues with any such Property, including the foundation or the underlying soil. If such substances or issues are later discovered, this would significantly harm the viability and outlook of the Project, result in a significant decrease in value of such property, and may cost significant extra capital to cure, if curable at all.

In general, real estate assets are subject to numerous statutes, rules, and regulations relating to environmental protection. Under various federal, state, and local environmental laws, ordinances and regulations, a current or previous owner or operator of real estate may be liable for non-compliance with applicable environmental and health and safety requirements and may be required to investigate and clean up any hazardous or toxic substances at any Property. An owner or operator may also be liable to a governmental entity or to third parties for noncompliance with applicable environmental and health and safety requirements and for property damage and for investigation, monitoring, removal, remediation and clean-up costs incurred by the parties in connection with contamination. These laws typically impose clean up responsibility and liability without regard to whether the owner or operator knew of, was responsible for, or caused the presence of, the contaminants. The cost of investigation, remediation or removal of substances may be substantial, and the presence of substances or the failure to properly remedy the contamination on any property may adversely affect the Fund's ability to sell or rent such Property or to borrow using such Property as collateral.

Real estate assets are also subject to numerous statutes, rules, and regulations relating to environmental protection. Under various federal, state, and local environmental laws, ordinances, and regulations, a current or previous owner or operator of real estate may be liable for non-compliance with applicable environmental and health and safety requirements and may be required to investigate and clean up any hazardous or toxic substances at such properties. An owner or operator may also be liable to a governmental entity or to third parties for noncompliance with applicable environmental and health and safety requirements and for property damage and for investigation, monitoring, removal, remediation, and clean-up costs incurred by the parties in connection with contamination. These laws typically impose clean up responsibility and liability without regard to whether the owner or operator knew of, was responsible for, or caused the presence of, the contaminants. The cost of investigation, remediation or removal of substances may be substantial, and the presence of substances or the failure to properly remedy the contamination on any real estate asset owned or controlled by the Fund or an SPV's may adversely affect the Fund's projected success in a significant way.

Risk of Eminent Domain; Casualty Losses

Municipalities and other government subdivisions may, in certain circumstances, seek to acquire the Property through eminent domain proceedings. While the Fund (or the SPV) may seek to contest these proceedings, which may be costly and may divert the attention of management from the operation of the Project, there can be no assurance that a municipality or other government subdivision will not succeed in acquiring the Property. There is a risk that the Fund will not receive adequate compensation for Property, or that the Property will not be able to recover all charges associated with divesting the Property, meaning in turn, the Fund will not recover its investment.

The Fund may or may not maintain insurance on the Property, including terrorism, general liability, fire and extended coverage, in amounts believed appropriate relative to the risks to the Property, subject to applicable deductibles. Insurance policies may have an overall cap on coverage, and insurable events may occur sequentially in time while subject to a single overall cap. To the extent insurance proceeds for one event are applied towards a cap and the Fund experiences an insurable loss after the event, the Fund's receipts from an insurance policy may be diminished or the Fund may not receive any insurance proceeds. There are certain types of losses, however, generally of a catastrophic nature, including those due to earthquakes, floods, hurricanes, pandemics and other acts of God, which may be uninsurable or not economically insurable. Inflation, changes in building or zoning codes and ordinances, environmental considerations, and other factors may also make it infeasible to use insurance proceeds to repair or replace the Property if it is damaged or destroyed. Under these circumstances, the insurance proceeds received by the Fund might not be adequate to restore its economic position with respect to Property and the Project. There is the potential for exposure in the event of an uninsured or underinsured liability. In addition, the Fund may need to initiate litigation in order to collect from an insurance provider, which may be lengthy and expensive, and which ultimately may not result in a financial award. In all such cases, if the Fund incurs such losses, then the Project is likely to fail, meaning the Fund will likely fail and investors will lose their investments entirely.

Reliance on Project Management; Limited Information to Prospective Investors

Although the Fund will be managing the Project, investors will be passive partners in the Fund, making their capital investments through a passive strategy. All management decisions of the Project will be made by the Manager in its sole and complete discretion for the benefit of the Fund. Investors should have no misunderstandings of the truly passive nature of their investment in the Fund. Specifically, the Members will have no control of the day-to-day operations or fundamental decisions of the Fund, including investment and disposition decisions. The ONLY participation rights afforded to Members are to 1) remove and replace the Manager for Cause, as established in the Fund Company Agreement, or 2) amend the distribution section of the Fund Company Agreement. The Members will not receive the same detailed financial information that is typically available to the Manager. Accordingly, no person should purchase Interests unless that person is willing to entrust all aspects of the management of the Fund to the Manager and the Sponsor.

Accordingly, an investment decision to purchase the Interests must be made based solely on the investor's own assessment of the Project, Sponsor, the Fund, and the Property based on the information available, which may not include information (or any) that in the context of other investment decisions might be a necessary part of an investor's appraisal of the investment's advisability. Investors considering an investment in the Fund must be aware that there is a risk that: (i) there are facts or circumstances pertaining to the Sponsor and the Project that the public (including the Manager) and the investor are not aware of; and (ii) publicly available information concerning the Project and the Sponsor upon which the investor relies may prove to be inaccurate, and, as a result of (i) or (ii), the investor may suffer a partial or complete loss on its investment.

Similarly, the Manager of the Fund will have to rely heavily on the Property Manager and their management and team members. To the extent that the Property Manager and its team performs poorly, or if a key manager of the Property Manager terminates employment, the Project could be adversely affected. The returns of the Fund will depend in large part on the performance of these unrelated individuals and could be substantially adversely affected by the unfavorable performance of a small number of those individuals.

The Fund will also be relying on the good quality of workmanship provided by the construction and Property Management teams engaged by the Manager to execute the Project Plan. To the extent they perform poorly or fail to effectively perform the construction and renovation efforts, significant and

material affects could result, including but not limited to, hazardous conditions creating liability for the Fund, or a failure to properly market and raise the value of the Property.

Note that the Fund Company Agreement contains limitations on the liability of the Manager and its affiliates for any action taken, or any failure to act, on behalf of the Fund unless there is a judgment or other final adjudication adverse to the Manager and those affiliates establishing that the Manager's acts or omissions involve gross negligence, willful misconduct, bad faith, or fraud. This includes the engagement of the Property Manager and other third-party service providers. The Fund Company Agreement also provides for indemnification of the Manager and their affiliates and advance of certain expenses for any losses for which the Manager is absolved from liability under the terms of the Fund Company Agreement.

Long-term Investment; Risks of SPV

An investment in the Fund is a long-term commitment and there is no assurance of any distribution to the Members. There is not now and there is not expected to be a public market for the Interests (though the Property may be publicly tradable, those assets are titled in the name of the Fund). The Interests may not be assigned, transferred or encumbered without a valid exemption from registration under the Securities Act, and in most cases even the prior written consent of the Manager. Accordingly, a Member may not be able to liquidate its investment and must be prepared to bear the risks of owning its Interest for an extended period of time. The Interests will not be registered under the Securities Act, or under the various "Blue Sky" or securities laws of the state or jurisdiction of residence of any Member. The inability to transfer Interests in the Fund may limit the availability of estate planning strategies.

Moreover, as discussed heavily in various parts of this Memorandum, Investors are once again reminded that the Property will not be directly owned by the Fund, but instead by the SPV, which the Fund will be the 100% owner and Member of. The utilization of an SPV has many advantages to it, including the ability to separate the borrower (as a borrower) and the Property owner, from the "investment fund" arm of the Project (*i.e.*, the investors). However, this also means that there are multiple layers of ownership and corporate structuring between an Investor and the ultimate Property itself. Though the SPV is owned by the Fund and managed directly by the Manager, legally speaking it is an independent going concern that exists. The SPV will also be subject to further restrictions and potential liabilities due to the nature of it being the borrower – more information is described below.

Exculpation and Indemnification

Members will be relying on the good-faith integrity of the Manager in all of their dealings with the Fund. The Fund Company Agreement grants the Manager broad discretion as to many matters and contains provisions that relieve the Manager and its members of liability for certain improper acts or omissions. For example, the Manager and its members generally will not be liable to the Members or the Fund for acts or omissions that constitute ordinary negligence, for conflicts of interest or for engaging in related transactions. Moreover, the Fund will defend, indemnify and hold harmless the Manager from and against virtually all liabilities other than those arising out of acts or omissions made in fraud or constituting gross negligence or willful misconduct. Under certain circumstances, the Fund may even indemnify the Manager and its members against liability to third parties resulting from those improper acts or omissions. By signing the Subscription Agreement and entering into the Fund Company Agreement, each Member acknowledges and consents to the exercise of the Manager's discretion, including when the Manager has a conflict of interest.

Further, the Fund Company Agreement contains express provisions for the removal and replacement of the Manager. The Manager may only be removed for Cause, or by its voluntary resignation. All prospective Investors should only invest if they believe in the good faith integrity of the Key Persons of the Manager.

Investments by Manager in Project

The Sponsors are likely not investing in the Project directly. Instead, it is likely the Sponsor is going to be an investor in the various Portfolio Assets directly. In other words, the Sponsor entity is not investing capital directly into this Fund, but the Sponsor principals (or its affiliates) are more than likely investing directly and personally (or through their own separate entities) in any of the Portfolio Assets from time to time. This is done to help align interests between the Investors and the Sponsor, and because the Sponsors have a high degree of confidence in the Project.

Allocation of Management Resources; Other Investment Funds

Although the Manager has agreed under the terms of the Fund Company Agreement to devote sufficient time (in their discretion) to the business and affairs of the Fund, conflicts may arise in the allocation of management resources. The Manager may create and manage other investment funds or companies that have similar investment strategies and objectives. Those activities would require the time and attention of the Manager and its principals. Any new investment fund or company created by the Manager may focus on the same investments as those on which the Fund anticipates focusing and may compete with the Fund for investment opportunities. In that event, the Manager, in its sole discretion, will allocate those opportunities between the Fund and those other funds on a basis the Manager believes, in good faith, to be fair and reasonable. Those funds also may compete with the Fund for Capital Commitments from potential investors. In those situations, the interests of the Manager may conflict with the interests of the Fund, the Members or both. These conflicts shall not be the basis of a violation of fiduciary responsibilities to the Fund and the Members.

Limited Financial Updates; Forward Looking Projections

The Fund will provide financials and other updates regarding the Project to the Members in accordance with the Fund Company Agreement and as part of Exhibit A – Project Materials hereto. In large part, the Fund will only have information to report when the same is received by it from its underlying service providers (like the Property Manager). The Manager cannot guarantee the frequency, content, accuracy, completeness, or materiality of any information it receives and similarly delivers to the Members. **Neither the Fund, the Manager, nor any of their affiliates may be able to verify the veracity or completeness of any information of the Project that is made available, and neither the Fund, the Manager, the Sponsor, nor any of their affiliates make any representation or warranty that the data or information provided is complete, correct, or accurately reflective of the Project.**

Certain of the factual statements made in this Memorandum and supplemental information are based upon information from various sources believed by the Manager to be reliable. The Manager has **not** independently verified any of the information and will have no liability for any inaccuracy or inadequacy of the information. Neither the Fund's legal counsel nor any other party has been engaged to provide: 1) advisory opinions on the outlook of the Project; 2) to provide any opinion on, or verify any statements relating to, the experience, track record, skills, contacts, or other attributes of the Manager or its principals; 3) the veracity or completeness of projected returns; or 4) opinions on the anticipated future performance of the Fund.

While all the information in this Memorandum is presented by the Manager in good faith, there can be no assurance that explicit or implicit valuations of any Interests or of the Property provided under this Memorandum reflect true fair market value. This Memorandum may contain certain financial projections, estimates, and other forward-looking information. This information was prepared by the Manager based on its experience in the industry and on assumptions of fact and opinion as to future events which the Manager

believed to be reasonable when made. There can be no assurance, however, that assumptions made are accurate, that the financial and other results projected or estimated will be achieved or that similar results will be attainable by the Fund. Prior investment returns are not indicative of future success.

The only available information that may be provided to prospective Subscribers are the financial statements and projections attached to this Memorandum as Exhibit A – Project Materials. NOTE THAT ALL SUCH FINANCIAL DOCUMENTS AND ANALYSIS ARE PROVIDED “AS IS” AND ARE FORWARD-LOOKING STATEMENTS. THE COMPANY, THE MANAGER, AND THE SPONSOR DO NOT, AND CANNOT, GUARANTEE THE ACCURACY, COMPLETENESS, OR VIABILITY OF SUCH PROJECTIONS AND CALCULATIONS – INVESTORS MUST NOT RELY ON SUCH INFORMATION BUT MUST INSTEAD CONDUCT THEIR OWN DUE DILLIGENCE SATISFACTORY TO THEMSELVES PRIOR TO MAKING AN INVESTMENT DECISION HEREUNDER.

The Subscriber understands that, in connection with the Subscriber’s decision as to whether to subscribe to this Offering, the Subscriber has received certain financial information and forward-looking statements (primarily, but not limited to, the Project Materials) from the Fund containing, among other things, projections and other forecasts, including projected or pro forma financial statements, cash flow items, cost estimates, certain business plan information and other data related to the Fund or the Project. The Subscriber understands that (i) such information is based upon certain assumptions and substantial risks, variables, and uncertainties and is intended to be indicative of only certain possible results and not as guaranteed results, (ii) the Fund’s actual performance may differ significantly from those projected, and (iii) such information shall not be deemed to include representations or warranties of the Fund, the Manager, the Sponsor, or the principal individuals therein. The Subscriber represents to the Fund that it is not relying on any such information in deciding as to whether to subscribe to Interests in this Offering, and the Subscriber will make its own investigation and evaluation of the adequacy and accuracy of any such information, and base its decision as to whether to subscribe to Interests in this Offering upon its own investigation, due diligence, and experience, and that **the Subscriber shall have no claim against the Fund or its managers, officers, or representatives with respect thereto.**

No Assurance of Profit or Distributions

The Fund’s investment strategy in the Property and the Project, including managing that investment and realizing a significant return for Investors thereof, is uncertain. Many organizations operated by persons of competence and integrity have been unable to make, manage, and realize similar investments successfully. There is no assurance that the Fund’s investments will be profitable or that any distributions will be made to the Members. The marketability and value of any investment will depend upon many factors beyond the control of the Fund. The expenses of the Fund may exceed its income, and the Members could lose the entire amount of their contributed capital.

It is important to note that a number of additional factors will govern the Fund with respect to its operations and ability to distribute cash/profits. To begin with, the SPV will have expenses related to the Project and the Loan that it will need to first pay and settle. Net of these expenses, the SPV will endeavor to make a distribution to the Fund of net profits. The Fund will then need to similarly pay any expenses related to the Project and the Fund (Operational and Organizational Expenses, including all fees to the Manager) prior to making a distribution to the Members. Accordingly, the receipt of Distributable Cash from the Fund, the amounts therein, the amounts able to distribute to the Members, and the frequency of distributions cannot be, and is not, guaranteed.

Further, the Manager, in its discretion for the benefit of the Fund, may elect to not make distributions for any number of reasons, such as capital contingencies or otherwise, and the Members will have no authority to direct otherwise.

Contingent Liabilities on Disposition of Assets

In connection with the disposition of any Portfolio Asset, the Fund may be required to make representations about the business and financial affairs of that Property or Project typical of those made in connection with the sale of the Property. The Fund may be required to indemnify the purchasers of the Property to the extent that any of those representations are inaccurate. These arrangements may result in the incurrence of contingent liabilities for which the Manager may establish reserves and escrows, post disposition. In that regard, final distributions may be delayed or withheld or, if made, may be subject to recall until that reserve is no longer needed. Furthermore, the DLLCA or other Applicable Law may require each Member that receives a distribution in violation of the DLLCA or other applicable law under certain circumstances, to re-contribute that distribution to the Company.

Return of Distributions

Members may be required to return amounts distributed to them to finance the Fund's indemnity obligations, subject to certain limitations set forth in the Fund Company Agreement. Furthermore, under the Act, each Member that receives a distribution in violation of such Act will, under certain circumstances, be obligated to re-contribute that distribution to the Fund.

Risks Due to Force Majeure Events; COVID-19 and Other Potential Global Pandemics

The Project may be affected directly or indirectly by fire, flood, earthquakes, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, labor shortage, work stoppage or strike, pandemics or other global impediments, or any other similar cause beyond the reasonable control of the Company (commonly referred to as "force majeure" events).

Specifically, as of the Effective Date of this Memorandum, the world is undergoing adverse impacts stemming from the COVID-19 pandemic, which has caused untold and unforeseen consequences on the global economy in virtually every industry, including those that the Company contemplates investing in. Many consequences are as of yet even unforeseen or unforeseeable and may in the future severely and negatively impact the Project. The occurrence of the COVID-19 pandemic also means that future pandemics, whether similar or not, may also occur in the world and present new and evolving risks to the global economy, impacting the Project as well. Such impacts will almost always be material, and may include (but are not limited to) impacts to labor and employment, including contractors the Company may engage, the closure of non-essential businesses, which may include businesses the Company invests in from time to time, the delay and closure of foreclosure/default/eviction proceedings with respect to real estate holdings and lending ventures, the demand for certain businesses, including those the Company invests in, and governmental responses, varied as they may be. The pandemic, and others like it, could also greatly reduce or altogether eliminate the demand for the Project, thus resulting in a total failure. All Investors should keep in mind the material and often unforeseeable risks such events present, knowing that it may be impossible to predict and plan strategies to adapt or plan around.

Fund Not Registered; Manager and Sponsor not Registered

The Fund is not expected to be registered under the Investment Company Act pursuant to an exemption set forth in Section 3(c)(5) or Section 3(c)(9) of the Investment Company Act, as applicable. Moreover, by way of exemption under 3(c)(5) or 3(c)(9) of the Investment Company Act, neither the Manager, nor the

Sponsor, nor any of their respective affiliates are state or federal registered investment advisers (or exempt/exempt reporting advisors) under the Investment Advisors Act, nor do they intend to become so. The Investment Company Act and the Investment Advisors Act provides certain protection to investors and imposes certain restrictions on registered investment companies and advisors (including, for example, limitations on the ability of registered investment companies to incur debt or provide additional disclosures), none of which will be applicable to the Fund or the Manager and Investors must be fully aware of these circumstances.

Additionally, the Manager is not registered as a broker/dealer under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), or with the Financial Industry Regulatory Authority (“**FINRA**”) and is consequently not subject to the record keeping and specific business practice provisions of the Exchange Act and the rules of FINRA.

Neither the Fund nor its counsel can assure investors that, under certain conditions, changed circumstances, or changes in the law, the Fund may not become subject to the Investment Company Act, or the Manager may not become subject to the Investment Advisors Act, or other burdensome regulation. Should such circumstances happen, the Manager may elect to terminate the Project entirely rather than register the Fund or the Manager.

Taxation Risks

The sale of the Property, the investment and liquidation strategy of the Fund, or the operational revenue received from the Project generally, may be taxed by the US Government as ordinary income or otherwise, and not as capital gains. Accordingly, a distribution pursuant to a sale of the Property and ultimately a distribution by the Fund thereof, may be taxed as ordinary income. An investment in the Fund may involve complex U.S. federal income tax considerations that will differ for each Member. Under certain circumstances, the Members could be required to recognize taxable income in a taxable year for U.S. federal income tax purposes, even if the Fund either has no net profits in that year or has an amount of net profits in that year that is less than that amount of taxable income. Furthermore, the Members could incur U.S. federal income tax liabilities without receiving from the Fund sufficient distributions to defray those tax liabilities. Members subject to taxes associated with the Fund’s activities will be liable to pay taxes on their allocable shares of the Fund’s taxable income. There can be no assurances the Fund will have available cash or that timely Fund distributions will be made to cover those taxes. Accordingly, a Member may be required to use cash from sources other than the Fund to pay that Member’s allocable share of the Fund’s taxable income. Certain risks related to these matters are discussed in Section VI: “Legal and Tax Matters,” which Subscribers should read carefully. The Fund will file an annual information return on IRS Form 1065 and will provide information on Schedule K-1 to each Member following the close of the Fund’s taxable year if deemed necessary by the Manager. In the event that the Fund does not receive all the underlying tax information necessary to prepare the Form 1065 and Schedule K-1 on a timely basis, the Fund will be unable to provide timely final tax information to the Members and will file an extension with the IRS. Each Member will be responsible for the preparation and filing of that Member’s own income tax returns, and Members should expect to file for extensions for the completions of their U.S. federal, state, local, non-U.S. and other income tax returns.

These risks may not be fully apparent through this Memorandum, and all prospective subscribers are encouraged to discuss the risks associated with an investment in the fund with their own respective financial advisors BEFORE joining the fund.

No assurance can be given that current tax laws, rulings and regulations will not be changed during the life of the Fund. Subscribers should consult their tax advisors for further information about the tax consequences of purchasing an Interest.

The Manager intends to structure the Fund's investments in a manner that is intended to achieve the Fund's investment objectives. Notwithstanding anything contained in this Memorandum to the contrary, there can be no assurance that the structure of any investment will be tax efficient for any particular investor or that any particular tax result will be achieved. In addition, tax reporting requirements may be imposed on Members under the laws of the jurisdictions in which Members are liable for taxation or in which the Fund makes investments in the Project. Subscribers should consult their own professional advisors with respect to the tax consequences to them of an investment in the Fund. Furthermore, the Fund's returns in respect of its investments may be reduced by withholding or other taxes.

Confidential Information

The Fund Company Agreement will contain confidentiality provisions intended to protect proprietary and other information relating to the Fund and the Project. This may even involve the Fund keeping certain information confidential even from the Members, in the discretion of the Manager. To the extent that such information is publicly disclosed, competitors of the Fund or competitors of its Project, and others, may benefit from that information, thereby adversely affecting the Fund, a Project and the Manager, and the economic interests of Members. Members must be aware of the confidentiality obligations that will be imposed on them under the Fund Act and be willing to comply with the same.

Litigation Risks

The Fund and the Property may be subject to a variety of litigation risks, particularly in consequence of the substantial likelihood that the Project may face financial or other difficulties during the life of the Project, or that some aspect of the Property may be defective. It is possible that the Fund, the Manager, or the Members may be named as defendants. Under most circumstances, the Fund will indemnify the Manager and its Members for any costs they incur in connection with those disputes. Beyond direct costs, those disputes may adversely affect the Fund in a variety of ways, including by distracting the Manager and harming relationships between the Fund and other investors in the Project. The Fund's assets, including the Property and any investments made by the Fund into the Project, may be available to satisfy all liabilities and other obligations of the Fund or the SPV. Though not anticipated, if the Fund becomes subject to a liability, parties seeking to have the liability satisfied may have recourse to the Fund's assets generally and will not be limited to any particular assets, such as the asset representing the investment giving rise to the liability. Accordingly, Members could find their interest in the Fund's assets adversely affected by a liability arising out of an investment of the Fund.

Manager Principals are Not Presently (Bad Actors)

In addition, as of the Effective Date of this Memorandum, with respect to all principals of the Manager/Sponsor, none of the following events have occurred that would have any material impact on the ability of those persons serve in such position for the Fund and the Manager:

1. None of the members of the Manager are disqualified from conducting an Offering under Regulation D of the Securities Act;
2. In the past 5 years, no member of management has been a debtor in a bankruptcy proceeding or had a receiver or similar person appointed to oversee the business or property of such individual;
3. In the past 2 years, no member of management was a partner in a partnership or an executive officer in a corporation or business association that was a debtor in a bankruptcy proceeding;

4. In the past 5 years, no member of management has been convicted in a criminal proceeding (excluding traffic violations and other minor offenses); and
5. As of the date of this Memorandum, neither the Fund nor the Manager are involved in or subject to any pending litigation or claims that would have a material impact upon their ability to discharge their obligations as Manager to the Fund.

In addition, neither the Fund nor the Manager is involved in any litigation at this time material to the Project.

Definitive Terms and Conditions

This Memorandum describe specific terms and conditions that are set forth in the Fund Company Agreement. The actual terms and conditions set forth in the Fund Company Agreement may vary materially from those described in this Memorandum for a variety of reasons, including negotiations between the Manager and prospective Investors prior to the Fund's closing of this Offering as well as formal amendments to the Fund Company Agreement following earlier closings of subscriptions. Moreover, the Fund Company Agreement will contain highly detailed terms and conditions, many of which are not described fully (or at all) in this Memorandum. **In ALL cases, the Fund Company Agreement will, and does, supersede this Memorandum.** Subscribers are urged to carefully review the Fund Company Agreement in its entirety, and must also be aware that, pursuant to the rules governing amendments set forth in the Fund Company Agreement, certain types of amendments to the Fund Company Agreement may be adopted with the consent of the Members within the Manager's sole discretion.

Digital Security Risks; Data Security Risks

The Fund and its operations may also be subject to numerous digital and cyber security risks. Increasingly, across all industries and sectors, hacking, malicious cyber-ware, malware, ransomware, and other forms of digital crime is increasing, and poses a risk to all companies. While the Fund will take reasonable steps to safeguard its digital information, which includes the storage of data pertaining to the Project, the Fund, this Offering, and even Member/Subscriber data, it cannot guarantee that such data will remain safe at all times. The data collected and stored by the Fund may be hacked, stolen, or held for ransom by malicious actors beyond the control of the Fund or any of the third-party data providers the Fund may elect to utilize from time to time. Investors should carefully consider these risks – risk that pertain to every industry – prior to subscribing and providing data to the Fund and the Manager.

Conflicts of Interest

The Fund's Manager (and its principal) may be subject to various conflicts of interest in undertaking the Project.

Most critically, it is important to note that the Fund will be providing a significant amount, if not all, of its investment as debt-instruments directly to Portfolio Assets in which the Sponsor (or its Affiliates) control, invest in, own, operate, or otherwise have an interest in. Investors should note that the Sponsor, in particular its Key Persons, are an established brand in the real estate industry and provide a wide variety of services and opportunities across diverse investments. Though that is, in the view of the Sponsor, a substantial benefit to the Fund, it is important to understand that because of these Affiliate relationships, it is highly likely that most of the capital invested in this Fund will be utilized to help fund, as debt, many of the Sponsor's Affiliate projects. Further, in those Affiliate Projects, the Sponsor is likely to have vertically integrated service providers, who are also Affiliates of the Sponsor, engaged to perform services. Meaning, in many instances, the Fund will be paying for services provided by the Sponsor's Affiliates in a variety of projects. The Key Persons will, ultimately, benefit from such arrangements, though as discussed, the Sponsor believes this to be a significant advantage to benefit the Fund as well.

Additionally, the Sponsor may also have a number of business opportunities it currently holds (through its Affiliates) that may be opportune for the Fund to purchase from the Sponsor or its Affiliates. In those instances, , investors should be aware that the Manager will be uniquely and exclusively responsible for determining fair market value, utilizing good faith efforts. Such transactions will not be void or voidable solely on the foregoing basis, and such transactions shall not form the basis of a violation of fiduciary responsibilities on behalf of the Manager; all Members must ultimately rely on the good faith of the Manager in these dealings.

In these situations, and in similar others that may arise, none of these conflicts shall be void, or voidable on the basis of such conflict alone. Further, it shall not be necessary that the terms of the Portfolio Asset, fees, interest rates, and otherwise, be more competitive than current market rates.

None of the agreements and arrangements among the Fund and the Manager and its principals are the result of arm's-length negotiations. Members ultimately will be heavily dependent upon the good faith of the Manager and its principal.

None of the agreements and arrangements between the Fund, the Manager, the Sponsor, its Affiliates, and any third parties, including any compensation/distributions payable to the Manager or the Sponsor and its managers and/or affiliates (or other entity designated by the Manager), are likely to be the result of arm's-length negotiations. Members ultimately will be heavily dependent upon the good faith of the Manager and the Sponsor.

This Memorandum does not purport to identify all conflicts of interest. The Fund, from time to time, may enter into other transactions not specifically described in this Memorandum with other Affiliates, officers, managers, members, employees, agents and representatives of the Manager. However, the Manager will not borrow from the Fund and will not use the Fund's funds as compensating balances for its own benefit but may commingle those funds with the funds of any other Person if deemed in the best interests of the Fund. If applicable, all funds of the Fund will be deposited with banks or other financial institutions in that account or accounts of the Fund as may be determined by the Manager who will ensure records are maintained for the Fund assets associated with the Fund separately from the assets of any other Person. The Manager or their Affiliates may perform services with respect to the transactions in which the Fund invests. Likewise, the Manager and its affiliates may acquire or possess interests in other companies or business ventures that are competitive with a Project or the Fund. Neither the Fund nor any Member will have the right, by virtue of this Memorandum or the Fund Company Agreement, to share or participate in those other investments or activities of the Manager or to the income derived from those investments. The Manager and its affiliates may engage in or possess any interest in other business ventures of any kind, nature or description, independently or with others, whether those ventures are competitive with the Fund or otherwise. The Manager may provide active, part-time direct operating, management or advisory services to a Project and may receive salaries, wages or fees for those services in accordance with the Fund Company Agreement, and those fees will be retained by Manager and will not offset fees or other expenses of the Fund.

THE FOREGOING LIST OF RISK FACTORS DOES NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE RISKS INVOLVED IN THIS OFFERING OR WITH THIS PROJECT. PROSPECTIVE INVESTORS ARE URGED TO READ THIS ENTIRE MEMORANDUM AND CONDUCT INDEPENDENT DUE DILIGENCE BEFORE DETERMINING WHETHER TO INVEST IN THE COMPANY.

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Memorandum continues on the following page.*

VIII. ACCESS TO INFORMATION

Subscribers are invited to contact the Manager to review any written materials or documents relating to the Offering or the Fund, **including any financial information available concerning the Project, Property, the Fund, or the Manager**. The Manager will answer all inquiries from prospective Investors relative to the Offering and will provide additional information (to the extent that the Manager possesses such information or can acquire it without unreasonable effort or expense) necessary to verify the accuracy of any representations or information set forth in this Memorandum.

The Fund is newly established in order to undertake this Project, and therefore has limited to no financial history or records. Subscribers are invited to request financial documentation related to the Project.

IX. PRIVACY POLICY

The Fund collects nonpublic, personal data about Subscribers from (i) information it receives from Subscription Agreements/Fund Company Agreements, (ii) information disclosed to the Manager through conversations or correspondence and (iii) any additional information the Manager may request from Subscribers. All information regarding the personal identity, account balance, financial status and other financial information of Subscribers (“**Personal Information**”) will be kept strictly confidential to the Manager and its agents so authorized. The Fund maintains physical, electronic and operational safeguards to protect this information. Some of these safeguards include information technology infrastructure protections, the use of account aliases on records and physical security measures taken to secure the Manager’s offices.

In the normal course of business, it is sometimes necessary for the Fund to provide Personal Information about Subscribers to the Manager, the Fund’s attorneys, accountants, administrators, and auditors in furtherance of the Fund’s business, as well as to entities that provide a service on behalf of the Fund, such as banks or title companies. The Manager will only disclose Personal Information to these third parties if required, and if the use of the Personal Information is limited to the purposes of providing services to the Fund.

Other than for the purposes discussed above, the Fund does not disclose any nonpublic, Personal Information of its Subscribers unless the Fund is directed by the Subscriber to provide it, or the Fund is legally required to provide it to a governmental agency. Notwithstanding the foregoing, the Fund may disclose Personal Information to the Manager, which may use that information in connection with any explanation of services rendered to professional organizations to which the Manager or its affiliated persons belong.

X. SUBSCRIPTION PROCEDURES

To subscribe for Interests, a Subscriber must complete in full, execute and deliver to the Fund a fully completed, dated and signed Fund Company Agreement and Subscription Agreement, together with (i) exhibits (including the Investor Suitability Questionnaire) (ii) any other documents requested by the Manager for the purpose of satisfying the Manager’s due diligence obligations and (iii) its Capital Contributions consistent with its subscription, all at least 48 hours from the time of its subscription, failing which, the Manager may in its sole discretion, reject the subscription entirely or in part. Any Subscription Agreement that is submitted to the Fund without all applicable submissions (or submissions otherwise contains incomplete information) will not be processed by the Fund until submitted by the Subscriber. The delay could result in a Subscriber not being admitted to the Fund.

The Manager may accept or reject any subscription in whole or in part, in its sole discretion, for any reason whatsoever, and to withdraw the Offering at any time. In the event the Manager refuses to accept a Subscriber's subscription, any subscription funds received will be returned without interest.

In connection with completing the subscription procedures described above, each Subscriber must deposit their subscription amount into an account set up by the Manager in the Fund's name (the "**Account**"), or, if determined by the Manager, directly to a title company for purposes of closing on an investment transaction on behalf of, and in the name of, the Fund. The Manager may maintain accounts at any bank or banks of their choosing, in its sole discretion. Prior to the closing or termination of the Offering, subscription amounts will be held in the Account for the benefit of the Fund and the applicable Subscribers.

End of Section. Memorandum continues on the following page.

XI. NOTICES TO CERTAIN U.S. AND NON-U.S. PERSONS

FOR INVESTORS IN THE UNITED STATES

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR ALABAMA RESIDENTS: THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE ALABAMA SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE ALABAMA SECURITIES COMMISSION. THE COMMISSION DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF ANY SECURITIES, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF THIS MEMORANDUM ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE PURCHASE PRICE OF THE INTEREST ACQUIRED BY A NON-ACCREDITED INVESTOR RESIDING IN THE STATE OF ALABAMA MAY NOT EXCEED 20% OF THE PURCHASER'S NET WORTH.

FOR ALASKA RESIDENTS: THE SECURITIES OFFERED HAVE NOT BEEN REGISTERED WITH THE ADMINISTRATOR OF SECURITIES OF THE STATE OF ALASKA UNDER PROVISIONS OF 3 AAC 08.500-3 AAC 08,506. THE INVESTOR IS ADVISED THAT THE ADMINISTRATOR HAS MADE ONLY A CURSORY REVIEW OF THE REGISTRATION STATEMENT AND HAS NOT REVIEWED THIS DOCUMENT SINCE THE DOCUMENT IS NOT REQUIRED TO BE FILED WITH THE ADMINISTRATOR. THE FACT OF REGISTRATION DOES NOT MEAN THAT THE ADMINISTRATOR HAS PASSED IN ANY WAY UPON THE MERITS, RECOMMENDED, OR APPROVED THE SECURITIES. ANY REPRESENTATION TO THE CONTRARY IS A VIOLATION OF A.S. 45.55.170. THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED, IN MAKING AN INVESTMENT DECISION ON THESE SECURITIES.

FOR ARIZONA RESIDENTS: THE SECURITIES OFFERED HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF ARIZONA, AS AMENDED, AND ARE OFFERED IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION PURSUANT TO A.R.S. SECTION 44-1844(1). THE SECURITIES CANNOT BE RESOLD UNLESS REGISTERED UNDER THE ACT OR PURSUANT TO AN EXEMPTION FROM REGISTRATION.

FOR ARKANSAS RESIDENTS: THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 14(b)(14) OF THE ARKANSAS SECURITIES ACT AND SECTION 4(a)(2) OF THE SECURITIES ACT OF 1933. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE ARKANSAS SECURITIES DEPARTMENT OR WITH THE SECURITIES AND EXCHANGE COMMISSION. NEITHER THE DEPARTMENT NOR THE COMMISSION HAS PASSED UPON THE VALUE OF THESE SECURITIES, MADE ANY RECOMMENDATIONS AS TO THEIR PURCHASE, APPROVED OR DISAPPROVED THE OFFERING, OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE PURCHASE

PRICE OF THE INTEREST ACQUIRED BY AN UNACCREDITED INVESTOR RESIDING IN THE STATE OF ARKANSAS MAY NOT EXCEED 20% OF THE PURCHASER'S NET WORTH.

FOR CALIFORNIA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE CALIFORNIA CORPORATE SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR COLORADO RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE COLORADO SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR CONNECTICUT RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER SECTION 36-485 OF THE CONNECTICUT UNIFORM SECURITIES ACT AND THEREFORE CANNOT BE RESOLD UNLESS THEY ARE REGISTERED UNDER SUCH ACT OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR DELAWARE RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE DELAWARE SECURITIES ACT AND ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 7309(b)(9) OF THE DELAWARE SECURITIES ACT AND RULE 9(b)(9)(I) THEREUNDER. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR DISTRICT OF COLUMBIA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE DISTRICT OF COLUMBIA SECURITIES ACT SINCE SUCH ACT DOES NOT REQUIRE REGISTRATION OF SECURITIES ISSUES. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR FLORIDA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE FLORIDA SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE SECURITIES REFERRED TO HEREIN WILL BE SOLD TO, AND ACQUIRED BY, THE HOLDER IN A TRANSACTION EXEMPT UNDER SECTION 517.061 OF THE FLORIDA SECURITIES ACT. THE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF FLORIDA. IN ADDITION, ALL FLORIDA RESIDENTS SHALL HAVE THE PRIVILEGE OF VOIDING THE PURCHASE WITHIN THREE (3) DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY SUCH PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER, OR AN ESCROW AGENT OR WITHIN 3 DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER.

FOR GEORGIA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR SECTION 10-5-5 OF THE GEORGIA SECURITIES ACT OF 1973 AND ARE BEING SOLD IN RELIANCE UPON EXEMPTIONS THEREFROM. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS

AVAILABLE. THE INVESTMENT IS SUITABLE IF IT DOES NOT EXCEED 20% OF THE INVESTOR'S NET WORTH.

FOR HAWAII RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE HAWAII UNIFORM SECURITIES ACT (MODIFIED), BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR IDAHO RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE IDAHO SECURITIES ACT (THE "ACT") AND MAY BE TRANSFERRED OR RESOLD BY RESIDENTS OF IDAHO ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF THE ACT OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE INVESTMENT IS SUITABLE IF IT DOES NOT EXCEED 10% OF THE INVESTOR'S NET WORTH.

FOR ILLINOIS RESIDENTS: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECRETARY OF STATE OF ILLINOIS OR THE STATE OF ILLINOIS, NOR HAS THE SECRETARY OF STATE OF ILLINOIS OR THE STATE OF ILLINOIS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

FOR INDIANA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER SECTION 3 OF THE INDIANA BLUE SKY LAW AND ARE OFFERED PURSUANT TO AN EXEMPTION PURSUANT TO SECTION 23-2-1-2(b)(10) THEREOF AND MAY BE TRANSFERRED OR RESOLD ONLY IF SUBSEQUENTLY REGISTERED OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. INDIANA REQUIRES INVESTOR SUITABILITY STANDARDS OF A NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS, AND AUTOMOBILES) OF THREE TIMES THE INVESTMENT BUT NOT LESS THAN \$75,000 OR A NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS, AND AUTOMOBILES) OF TWICE THE INVESTMENT BUT NOT LESS THAN \$30,000 AND GROSS INCOME OF \$30,000.

FOR IOWA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE IOWA UNIFORM SECURITIES ACT (THE "ACT") AND ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 502.203(9) OF THE ACT. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR KANSAS RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE KANSAS SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR KENTUCKY RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES ACT OF KENTUCKY, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR LOUISIANA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE LOUISIANA SECURITIES LAW, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE INVESTMENT IS SUITABLE IF IT DOES NOT EXCEED 25% OF THE INVESTOR'S NET WORTH.

FOR MAINE RESIDENTS: THESE SECURITIES ARE BEING SOLD PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE BANK SUPERINTENDENT OF THE STATE OF MAINE UNDER SECTION 10502(2)(R) OF TITLE 32 OF THE MAINE REVISED STATUTES. THESE SECURITIES MAY BE DEEMED RESTRICTED SECURITIES AND AS SUCH THE HOLDER MAY NOT BE ABLE TO RESELL THE SECURITIES UNLESS PURSUANT TO REGISTRATION UNDER STATE OR FEDERAL SECURITIES LAWS OR UNLESS AN EXEMPTION UNDER SUCH LAWS EXISTS.

FOR MARYLAND RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MARYLAND SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR MASSACHUSETTS RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MASSACHUSETTS UNIFORM SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR MICHIGAN RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER SECTION 451.701 OF THE MICHIGAN UNIFORM SECURITIES ACT (THE "ACT") AND MAY BE TRANSFERRED OR RESOLD BY RESIDENTS OF MICHIGAN ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF THE ACT OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE INVESTMENT IS SUITABLE IF IT DOES NOT EXCEED 10% OF THE INVESTOR'S NET WORTH.

FOR MINNESOTA RESIDENTS: THE SECURITIES REPRESENTED BY THIS MEMORANDUM HAVE NOT BEEN REGISTERED UNDER CHAPTER 80A OF THE MINNESOTA SECURITIES LAWS AND MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO REGISTRATION, OR AN EXEMPTION THEREFROM.

FOR MISSISSIPPI RESIDENTS: THESE SECURITIES ARE OFFERED PURSUANT TO A CERTIFICATE OF REGISTRATION ISSUED BY THE SECRETARY OF STATE OF MISSISSIPPI PURSUANT TO RULE 477, WHICH PROVIDES A LIMITED REGISTRATION PROCEDURE FOR CERTAIN OFFERINGS. THE SECRETARY OF STATE DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF ANY SECURITIES, NOR DOES THE SECRETARY OF STATE PASS UPON THE TRUTH, MERITS OR COMPLETENESS OF ANY OFFERING MEMORANDUM FILED WITH THE SECRETARY OF STATE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

FOR MISSOURI RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MISSOURI UNIFORM SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR MONTANA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES ACT OF MONTANA, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR NEBRASKA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES ACT OF NEBRASKA, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR NEVADA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE NEVADA SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR NEW HAMPSHIRE RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE NEW HAMPSHIRE UNIFORM SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE INVESTMENT IS SUITABLE IF IT DOES NOT EXCEED 10% OF THE INVESTOR'S NET WORTH

FOR NEW JERSEY RESIDENTS: THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. THE FILING OF THE WITHIN OFFERING WITH THE BUREAU OF SECURITIES DOES NOT CONSTITUTE APPROVAL OF THE ISSUE OR THE SALE THEREOF BY THE BUREAU OF SECURITIES OR THE DEPARTMENT OF LAW AND PUBLIC SAFETY OF THE STATE OF NEW JERSEY. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

FOR NEW MEXICO RESIDENTS: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES BUREAU OF THE NEW MEXICO DEPARTMENT OF REGULATION AND LICENSING, NOR HAS THE SECURITIES BUREAU PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

FOR NEW YORK RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE NEW YORK FRAUDULENT PRACTICES ("MARTIN") ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE NEW YORK FRAUDULENT PRACTICES ("MARTIN") ACT, IF SUCH REGISTRATION IS REQUIRED. THIS PRIVATE OFFERING MEMORANDUM AS NOT BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. PURCHASE OF THESE SECURITIES INVOLVES A HIGH DEGREE OF RISK. THIS PRIVATE OFFERING MEMORANDUM DOES NOT CONTAIN AN UNTRUE STATEMENT OF A MATERIAL FACT OR OMIT TO STATE A MATERIAL FACT NECESSARY TO MAKE THE STATEMENTS MADE, IN THE LIGHT

OF THE CIRCUMSTANCES UNDER WHICH THEY WERE MADE, NOT MISLEADING. IT CONTAINS A FAIR SUMMARY OF THE MATERIAL TERMS OF DOCUMENTS PURPORTED TO BE SUMMARIZED HEREIN.

FOR NORTH CAROLINA RESIDENTS: THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE NORTH CAROLINA SECURITIES ACT. THE NORTH CAROLINA SECURITIES ADMINISTRATOR NEITHER RECOMMENDS NOR ENDORSES THE PURCHASE OF ANY SECURITY, NOR HAS THE ADMINISTRATOR PASSED UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION PROVIDED HEREIN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE INVESTMENT IS SUITABLE IF IT DOES NOT EXCEED 10% OF THE INVESTOR'S NET WORTH.

FOR NORTH DAKOTA RESIDENTS: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES COMMISSIONER OF THE STATE OF NORTH DAKOTA, NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

FOR OHIO RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE OHIO SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR OKLAHOMA RESIDENTS: THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE OKLAHOMA SECURITIES ACT. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE SOLD OR TRANSFERRED FOR VALUE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION OF THEM UNDER THE SECURITIES ACT OF 1933, AS AMENDED AND/OR THE OKLAHOMA SECURITIES ACT, OR AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH REGISTRATION IS NOT REQUIRED UNDER SUCH ACT OR ACTS.

FOR OREGON RESIDENTS: THE SECURITIES HAVE NOT BEEN REGISTERED WITH THE CORPORATION COMMISSIONER OF THE STATE OF OREGON UNDER PROVISIONS OF O.A.R. 815 DIVISION 36. THE INVESTOR IS ADVISED THAT THE COMMISSIONER HAS NOT REVIEWED THE REGISTRATION STATEMENT AND HAS NOT REVIEWED THIS DOCUMENT SINCE THE DOCUMENT IS NOT REQUIRED TO BE FILED WITH THE COMMISSIONER. THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE COMPANY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION ON THESE SECURITIES.

FOR PENNSYLVANIA RESIDENTS: THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER SECTION 201 OF THE PENNSYLVANIA SECURITIES ACT OF 1972 (THE "ACT") AND MAY BE RESOLD BY RESIDENTS OF PENNSYLVANIA ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF THAT ACT OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE. EACH PERSON WHO ACCEPTS AN OFFER TO PURCHASE SECURITIES EXEMPTED FROM REGISTRATION BY SECTION 203(d), (f), (p), or (r), DIRECTLY FROM AN ISSUER OR AFFILIATE OF AN ISSUER, SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE WITHOUT INCURRING ANY LIABILITY TO THE SELLER, UNDERWRITER (IF ANY), OR ANY OTHER PERSON WITHIN TWO BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE ISSUER OF HIS WRITTEN BINDING CONTRACT OF PURCHASE OR, IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO WRITTEN BINDING CONTRACT OF PURCHASE, WITHIN TWO BUSINESS DAYS AFTER HE MAKES THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED. NEITHER THE PENNSYLVANIA SECURITIES COMMISSION NOR ANY OTHER AGENCY HAS PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING, AND ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. PENNSYLVANIA SUBSCRIBERS MAY NOT

SELL THEIR SECURITIES INTERESTS FOR ONE YEAR FROM THE DATE OF PURCHASE IF SUCH A SALE WOULD VIOLATE SECTION 203(d) OF THE PENNSYLVANIA SECURITIES ACT.

FOR RHODE ISLAND RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE BLUE SKY LAW OF RHODE ISLAND, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR SOUTH CAROLINA RESIDENTS: IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR SOUTH DAKOTA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER CHAPTER 47-31 OF THE SOUTH DAKOTA SECURITIES LAWS AND MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF FOR VALUE EXCEPT PURSUANT TO REGISTRATION, EXEMPTION THEREFROM, OR OPERATION OF LAW. EACH SOUTH DAKOTA RESIDENT PURCHASING ONE OR MORE WHOLE OR FRACTIONAL SECURITIES MUST WARRANT THAT HE HAS EITHER (1) A MINIMUM NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES) OF \$30,000 AND A MINIMUM ANNUAL GROSS INCOME OF \$30,000 OR (2) A MINIMUM NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES) OF \$75,000. ADDITIONALLY, EACH INVESTOR WHO IS NOT AN ACCREDITED INVESTOR OR WHO IS AN ACCREDITED INVESTOR SOLELY BY REASON OF HIS NET WORTH, INCOME OR AMOUNT OF INVESTMENT, SHALL NOT MAKE AN INVESTMENT IN THE PROGRAM IN EXCESS OF 20% OF HIS NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES).

FOR TENNESSEE RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE TENNESSEE SECURITIES ACT OF 1800, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR TEXAS RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE TEXAS SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE INVESTMENT IS SUITABLE IF IT DOES NOT EXCEED 10% OF THE INVESTOR'S NET WORTH.

FOR UTAH RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE UTAH UNIFORM SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR

ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR VERMONT RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE VERMONT SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR VIRGINIA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE VIRGINIA SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR WASHINGTON RESIDENTS: THIS OFFERING HAS NOT BEEN REVIEWED OR APPROVED BY THE WASHINGTON SECURITIES ADMINISTRATOR, AND THE SECURITIES OFFERED HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT (THE "ACT") OF WASHINGTON CHAPTER 21.20 RCW AND MAY BE TRANSFERRED OR RESOLD BY RESIDENTS OF WASHINGTON ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF THE ACT OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED, IN MAKING AN INVESTMENT DECISION ON THESE SECURITIES.

FOR WEST VIRGINIA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE WEST VIRGINIA UNIFORM SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO, ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR WISCONSIN RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE WISCONSIN UNIFORM SECURITIES LAW, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR WYOMING RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE WYOMING UNIFORM SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. WYOMING REQUIRES INVESTOR SUITABILITY STANDARDS OF A \$250,000 NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS, AND AUTOMOBILES), AND AN INVESTMENT THAT DOES NOT EXCEED 20% OF THE INVESTOR'S NET WORTH.

PROSPECTIVE FOREIGN INVESTORS SHOULD CAREFULLY CONSIDER THE APPLICABLE LEGENDS STATED BELOW PRIOR TO DECIDING WHETHER OR NOT TO INVEST IN THE COMPANY.

FOR ALL NON-U.S. INVESTORS GENERALLY

NO ACTION HAS BEEN OR WILL BE TAKEN IN ANY JURISDICTION OUTSIDE THE UNITED STATES OF AMERICA THAT WOULD PERMIT AN OFFERING OF THE INTERESTS, OR POSSESSION OR DISTRIBUTION OF OFFERING MATERIAL IN CONNECTION WITH THE ISSUE OF THE INTERESTS, IN ANY COUNTRY OR JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. IT IS THE RESPONSIBILITY OF ANY PERSON WISHING TO PURCHASE THE INTERESTS TO SATISFY HIMSELF OR HERSELF AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES OF AMERICA IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

YOUR INVESTMENT WILL BE DENOMINATED IN UNITED STATES DOLLARS (\$) AND, THEREFORE, WILL BE SUBJECT TO ANY FLUCTUATION IN THE RATE OF EXCHANGE BETWEEN UNITED STATES DOLLARS (\$), THE CURRENCY OF YOUR OWN JURISDICTION AND THE CURRENCY OF THE JURISDICTION IN WHICH ANY COMPANY PROJECT OPERATES OR GENERATES INVESTMENT PROCEEDS, AS APPLICABLE. SUCH FLUCTUATIONS MAY HAVE AN ADVERSE EFFECT ON THE VALUE, PRICE OR INCOME OF YOUR INVESTMENT.

End of Document. Exhibit(s) follow.

CONFIDENTIAL

**Exhibit A to PPM
For
DJE Income Fund I, LLC**

All official pitch/marketing materials, financial projections, and information concerning the Sources and Uses of Funds in connection with this Offering are provided separately by the Manager.

*If you did **not** receive this information alongside this Memorandum, please request it immediately as it contains vital information that relates to this Offering.*

CONFIDENTIAL

**Exhibit B to PPM
For
DJE Income Fund I, LLC**

Fund Company Agreement follows this Cover Sheet.

COMPANY AGREEMENT

for

DJE Income Fund I, LLC
A Delaware Limited Liability Company

Effective Date:

January 4, 2023

NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE REGULATORY AUTHORITY HAS APPROVED OR DISAPPROVED THE LIMITED LIABILITY COMPANY INTERESTS PROVIDED FOR HEREIN. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE SECURITIES REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR REGISTERED OR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS REGISTERED AND QUALIFIED UNDER APPLICABLE FEDERAL AND STATE SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE FUND, SUCH REGISTRATION AND QUALIFICATION IS NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS AGREEMENT IS FURTHER SUBJECT TO OTHER RESTRICTIONS, THE TERMS AND CONDITIONS OF WHICH ARE SET FORTH IN THIS AGREEMENT.

THE SECURITIES REPRESENTED BY THIS AGREEMENT ARE SUBJECT TO AND MAY ONLY BE SOLD, DISPOSED OF OR OTHERWISE TRANSFERRED IN COMPLIANCE WITH CERTAIN RIGHTS OF FIRST REFUSAL AND RIGHTS OF CO-SALE. SUCH RIGHTS OF FIRST REFUSAL AND RIGHTS OF CO-SALE ARE BINDING ON CERTAIN TRANSFEREES OF THESE SECURITIES.

PURCHASERS OF SECURITIES REPRESENTED BY THIS AGREEMENT SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

COMPANY AGREEMENT
for
DJE Income Fund I, LLC
A Delaware Limited Liability Company

This Company Agreement (this “**Agreement**”) of DJE Income Fund I, LLC, a Delaware limited liability company (the “**Company**”), is dated effective as of January 4, 2023 (the “**Effective Date**”) by and among the Company, the Initial Members executing this Agreement as of the date hereof, the Manager (as defined herein), and each other Person who after the date hereof becomes a Member of the Company. This Agreement expressly amends, restates, and supersedes all company agreements of prior dates.

RECITALS

Whereas, the Company was formed under the laws of the State of Delaware by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware on or about January 4, 2023 (the “**Certificate of Formation**”) for the purposes set forth in Section 2.05 of this Agreement; and

Whereas, the Initial Member and all other Members desire to enter into this Agreement, setting forth the terms and conditions governing the operation and management of the Company henceforth.

Now, Therefore, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all Parties, the Parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 1.01:

“**Adjusted Capital Account Deficit**” means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) crediting to such Capital Account any amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i); and

(b) debiting to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

“**Adjusted Taxable Income**” of a Member for a Fiscal Year (or portion thereof) with respect to the Membership Interest held by such Member means the federal taxable income allocated by the Company to the Member with respect to its Membership Interest (as adjusted by any final determination in connection with any tax audit or other proceeding) for such Fiscal Year (or portion thereof); provided, that such taxable income shall be computed (i) minus any excess taxable loss or excess taxable credits of the Company for any prior period allocable to such Member with respect to its Membership Interest that were not previously taken into account for purposes of determining such Member’s Adjusted Taxable Income in a prior Fiscal Year to the extent such loss or credit would be available under the Code to offset income of the Member

(or, as appropriate, the direct or indirect owners of the Member) determined as if the income, loss, and credits from the Company were the only income, loss, and credits of the Member (or, as appropriate, the direct or indirect owners of the Member) in such Fiscal Year and all prior Fiscal Years, and (ii) taking into account any special basis adjustment with respect to such Member resulting from an election by the Company under Code Section 754.

“Affiliate” means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, “control,” when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms “controlling” and “controlled” shall have correlative meanings.

“Applicable Law” means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

“Book Depreciation” means, with respect to any Company asset for each Fiscal Year, the Company’s depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Manager in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g)(3).

“Book Value” means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

- (a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution;

- (b) immediately before the distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such distribution;

- (c) the Book Value of all Company assets may, in the sole discretion of the Manager, be adjusted to equal their respective gross Fair Market Values, as reasonably determined by the Manager, as of the following times:

- (i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration for more than a *de minimis* Capital Contribution;

- (ii) the distribution by the Company to a Member of more than a *de minimis* amount of property (other than cash) as consideration for all or a part of such Member’s Membership Interest in the Company; and

(iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

(d) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(e) if the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

“Business Day” means a day other than a Saturday, Sunday, or other day on which commercial banks in the State of Delaware are authorized or required to close.

“Capital Commitment” means the total amount of cash (or cash equivalent) agreed to be contributed by a Member to the Company pursuant to Section 3.01 of this Agreement. As used in this Agreement, **“Completed Capital Commitment”** shall mean the funded portion of a Member’s Capital Commitment (as funded by a Member’s Capital Contributions); and **“Remaining Capital Commitment”** shall mean the delta between a Member’s Capital Commitment and their Completed Capital Commitment.

“Capital Contribution” means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property or services actually contributed to the Company by such Member. As used in this Agreement, **“Unrecovered Capital Contributions”** shall mean the total Capital Contributions provided by a Member, reduced by distributions made to such Member pursuant to Article 6 of this Agreement, and **“Recovered Capital Contributions”** shall mean such total amount of distributions made to a Member, counted against their total Capital Contributions provided.

“Capital Event” means the consummation of a sale, transfer, conveyance, refinance, or other disposition of a Portfolio Asset (or portions of a Property or Portfolio Asset) resulting in cash proceeds to the Company.

“Cause” means a final, non-appealable determination by either a) a court of competent jurisdiction; b) a panel of three (3) independent arbitrators under the American Arbitration Association; or c) a government body with appropriate jurisdiction, that a Person has committed an act that 1) constitutes bad faith, gross negligence, fraud, criminal wrongdoing, or willful misconduct against the Company or one of its Members or Managers.

“Certificate of Termination” means a certificate to be filed upon completion of the winding up and liquidation of the Company as set forth in Section 11.04, which certificate shall be in the form required by the DLLCA.

“Change of Control” means the occurrence of any of the following events: (i) an acquisition of an entity by another Person by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation but excluding any merger effected exclusively for the purpose of changing the domicile of the Company), or (ii) a sale of all or substantially all of the assets of the entity (collectively, a **“Merger”**), so long as in either case the entity’s stockholders/members/partners

(as the case may be) of record immediately prior to such Merger will, immediately after such Merger, hold less than fifty percent (50%) of the governing power of the surviving or acquiring entity.

“Code” means the Internal Revenue Code of 1986.

“Commitment Term” means, for each Member’s Capital Contributions, the period of time beginning as of the date such Member actually provides such Capital Contributions and continuing for twelve (12) consecutive calendar months thereafter. A Member may have multiple Commitment Periods, each covering different Capital Contributions contributed at different times.

“Company Minimum Gain” means “partnership minimum gain” as defined in Treasury Regulations Section 1.704-2(b)(2), substituting the term “Company” for the term “partnership” as the context requires.

“Divorce” means any legal proceeding to terminate or dissolve, or separate the Marital Relationship of a Member, and includes an action for annulment, legal separation, or similar proceeding that involves a judicial division of joint or marital property of the Member and his or her Spouse.

“DLLCA” means the Delaware Limited Liability Company Act, as in effect at any time, and as may be revised from time to time.

“Electronic Transmission” means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

“Equity Securities” means any and all Membership Interests of the Company and any securities of the Company convertible into, exchangeable for, or exercisable for, such Membership Interests, and warrants or other rights to acquire such Membership Interests.

“Estimated Tax Amount” of a Member for a Fiscal Year means the Member’s Tax Amount for such Fiscal Year as estimated in good faith from time to time by the Manager. In making such estimate, the Manager shall take into account amounts shown on Internal Revenue Service Form 1065 filed by the Company and similar state or local forms filed by the Company for the preceding taxable year and such other adjustments as the Manager reasonably determines are necessary or appropriate to reflect the estimated operations of the Company for the Fiscal Year.

“Excluded Securities” means Equity Securities issued in connection with:

- (a) a grant to any existing or prospective consultants, employees, or officers pursuant to any profits interest plan or similar equity-based plans or other compensation agreement;
- (b) the conversion or exchange of any securities of the Company into Membership Interests, or the exercise of any warrants or other rights to acquire Membership Interests;
- (c) any acquisition by the Company of any equity interests, assets, properties, or business of any Person;
- (d) any merger, consolidation, or other business combination involving the Company;
- (e) the commencement of any initial public offering/qualified public offering or any transaction or series of related transactions involving a Change of Control;

(f) an equity split, payment of distributions, or any similar recapitalization; and

(g) any private placement of warrants to purchase Membership Interests to lenders or other institutional investors (excluding the Members) in any arm's length transaction providing debt financing to the Company (the "**Financing Warrants**") where such Financing Warrants, together with all the then outstanding Financing Warrants, are not equal to and not convertible into an aggregate of more than 5% of the outstanding Equity Securities on a fully diluted basis at the time of the issuance of such Financing Warrants, in each case, approved in accordance with the terms of this Agreement.

"Fair Market Value" of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined in good faith by the Manager on such factors as the Manager, in the exercise of its reasonable but good faith business judgment, considers relevant.

"Fiscal Year" means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

"Fund" means this Company.

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Governmental Authority" means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

"Independent Third Party" means, with respect to any Member, Manager or the Company, any Person who is not an Affiliate or other Permitted Transferee of such Member, Manager, or the Company.

"Initial Member(s)" means the Sponsor.

"Initial Offering" means the certain initial offering of Membership Interests of the Company to Persons other than the Initial Member pursuant to a certain Private Placement Memorandum (the "**PPM**") dated effective and launching on or about January 31, 2023.

"IRR" means the cumulative *internal rate of return* on Capital Contributions (for each Member) calculated using commercially reasonable methodology approved by the Manager within its sole but reasonable good faith discretion, taking into account all Capital Contributions given and distributions made over time, and any other factors determined by the Manager to be necessary or appropriate.

"Lien" means any mortgage, pledge, security interest, option, right of first offer, encumbrance, or other restriction or limitation of any nature whatsoever.

"Majority" means one or more Members having among them more than fifty percent (50%) of the Membership Interests of all Members.

“Manager” means *DJE IF I MGR, LLC*, a Delaware limited liability company, or such other Person as may be designated or become the Manager pursuant to the terms of this Agreement. The Manager shall constitute a “manager” (as that term is defined in the DLLCA) of the Company.

“Marital Relationship” means a civil union, domestic partnership, marriage, or any other similar relationship that is legally recognized in any jurisdiction.

“Member” means (a) each Person identified on the Members Schedule as of the date hereof as a Member and who has executed this Agreement or a counterpart thereof (each, a **“Member”**), including the Initial Members, who are also the Sponsors; and (b) each Person who is hereafter admitted as a Member in accordance with the terms of this Agreement and the DLLCA, in each case so long as such Person is shown on the Company’s books and records as the owner of Membership Interests. The Members shall constitute “members” (as that term is defined in the DLLCA) of the Company.

“Member Nonrecourse Debt” means “partner nonrecourse debt” as defined in Treasury Regulations Section 1.704-2(b)(4), substituting the term “Company” for the term “partnership” and the term “Member” for the term “partner” as the context requires.

“Member Nonrecourse Debt Minimum Gain” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

“Member Nonrecourse Deduction” means “partner nonrecourse deduction” as defined in Treasury Regulations Section 1.704-2(i), substituting the term “Member” for the term “partner” as the context requires.

“Membership Class” or “Member Class” or “Class” means the class designation of Membership Interests each Member holds, with each Class representing different rights and entitlements as stated in this Agreement. At present, the Classes are as follows:

- **Class A**, whose Members will be entitled to a **“Preferred Return Rate” equal to 10.00%** but will not share in the profits after the Preferred Return, subject to the distribution mechanism outlined below.
- **Class B Membership Interests**. Class B will consist solely of the Sponsor, and will have voting authority specified herein. Class B is not entitled to the Preferred Return and does not have a Preferred Return Rate.

“Membership Interest” or “Member Interest” means an interest in the Company owned by a Member, which may be expressed as a **“Membership Unit(s)”** or as a **“Membership Interest Percentage”**, including such Member’s right (a) to its distributive share of Net Income, Net Losses, and other items of income, gain, loss, and deduction of the Company; (b) to its distributive share of the assets of the Company; (c) to vote on, consent to, or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the DLLCA. The Membership Interest of each Member is likely to be the same proportion of such Member’s total Capital Contribution, though may not necessarily be so. The sum of the Members’ Membership Interests as a percentage shall, at all times, be one hundred percent (100%).

“Net Income” and “Net Loss” mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company’s taxable income or taxable loss, or particular items thereof,

determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

(a) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(I) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;

(c) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(d) any items of depreciation, amortization, and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property's Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);

(e) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and

(f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

“Nonrecourse Deductions” has the meaning set forth in Treasury Regulations Section 1.704-2(b).

“Nonrecourse Liability” has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

“Operating Expenses” means, collectively, all expenses related to the operations and management of the Company, any SPV, and the Project, non-exhaustively, including: all third-party costs and expenses of maintaining the operations and investments of the Company, including all fees payable to the Manager or third party service providers; advisory fees payable to any investment advisor; appraising and valuing, acquiring, maintaining, financing, hedging and disposing of Portfolio Assets; taxes, fees and other governmental charges levied against the Company or any SPV; insurance; administrative and research fees; expenses of custodians, outside advisors, counsel (including Company Counsel), accountants, auditors, administrators and other consultants and professionals; expenses associated with forming and operating holding vehicles related to a Portfolio Asset; technological expenses; interest on and fees, costs and expenses arising out of all financings entered into by the Fund; travel expenses; custodial expenses; litigation expenses (including the amount of any judgments or settlements paid in connection therewith); winding up and liquidation expenses; expenses incurred in connection with any tax audit, investigation, settlement or review; the costs of any services provided by the Manager or its Affiliates; expenses associated with meetings of the Members or Managers and the preparation and distribution of reports, financial

statements, tax returns and K-1s to the Members; indemnification and other unreimbursed expenses; and any extraordinary expenses to the extent not reimbursed or paid by insurance.

“Organizational Expenses” means all out-of-pocket expenses incurred in connection with the organization and formation of the Manager, the Company, all SPV’s, and any related investment vehicle, and other related entities organized by the Manager or its Affiliates in connection with the Project, including, without limitation, legal and accounting fees and expenses; printing costs; filing fees; and the transportation, meal, and lodging expenses of the personnel of the Manager and its staff therewith.

“Permitted Transfer” means a Transfer of Membership Interests carried out pursuant this Agreement.

“Permitted Transferee” means a recipient of a Permitted Transfer.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

“Portfolio Assets” means any and all debt instruments made by the Fund, as lender, to borrowers from time to time, and any and all other assets related to the Project owned by the Fund (or by an SPV owned by the Fund, as the case may be). In most instances, the Portfolio Assets may be debt instruments with the Fund (or its SPVs) as the lender.

“Preferred Return” means, with respect to each Class A Member, an amount calculated like interest on such Member’s Unrecovered Capital Contributions at an interest rate equal that Member’s Preferred Return Rate (commensurate with such Member’s Membership Class) per annum, cumulative and non-compounded. The Preferred Return shall begin to accrue for each Member’s Capital Contributions on the immediately following fifteenth day (15th) of the month following the date such Member actually provides such Capital Contributions to the Company. For financial and income tax reporting purposes, neither accrual nor payment of the Preferred Return shall be treated as a guaranteed payment under Section 707(c) of the Code.

“Preferred Return Rate” means the percentage rate utilized in calculating the Preferred Return for each Member designated by Membership Class as defined above under the definition of **“Membership Class”**.

“Project” means investing in, making, acquiring, and/or managing the Portfolio Assets *by and through the SPV’s*. Notwithstanding the foregoing, the Manager has the sole and exclusive authority to adjust or otherwise modify, amend, or alter the definition of the Project if it reasonably determines to be in the best interests of the Company.

“Property” or **“Properties”** means certain real properties that the Portfolio Assets may be attached to, and in each case referring to the underlying business assets that may be therewith associated (if any).

“Related Party Agreement” means any agreement, arrangement, or understanding between the Company and any Manager, Member, Officer (or other employee) of the Company or any Affiliate of a Manager, Member, Officer (or other employee) of the Company; in each case, as such agreement may be amended, modified, supplemented, or restated in accordance with the terms of this Agreement.

“Representative” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants, and other agents of such Person.

“Securities Act” means the Securities Act of 1933 and the rules and regulations thereunder, which shall be in effect at the time.

“SPV(s)” means certain special purpose vehicles established by the Company from time to time for the sole purpose of owning the Portfolio Assets. The SPV’s will have the Portfolio Assets titled in their name and may obtain loan financing as a borrower under the Project. The SPV’s will be managed by the Manager and wholly owned by the Company, *except* for instances in which the Manager, in its sole discretion, allows Side Car Investments into any particular SPV.

“Sponsor(s)” means Persons identified by the Manager within its sole discretion as being key principals of the Project. Sponsors shall hold Class C Membership Interests.

“Spouse” means a spouse or spousal equivalent, a party to a civil union, a domestic partner, a same-sex spouse or partner, or any person in a Marital Relationship with a Member.

“Subscription Agreement” means a certain agreement in connection with the Initial Offering (or a Subsequent Offering, as applicable) between the Company and each Member by which the Member subscribes to, and becomes a Member of, the Company.

“Subsidiary” means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

“Super Majority” means one or more Members having among them at least sixty-six percent (66.00 %) of the Membership Interests of all Members.

“Tax Amount” of a Member for a Fiscal Year means the product of (a) the Tax Rate for such Fiscal Year and (b) the Adjusted Taxable Income of the Member for such Fiscal Year with respect to its Membership Interest.

“Tax Rate” of a Member, for any period, means the highest effective marginal combined federal, state, and local tax rate applicable to an individual residing in San Antonio, Texas (or, if higher, a corporation doing business in San Antonio, Texas), taking into account (a) the character (for example, long-term or short-term capital gain, ordinary, or exempt) of the applicable income and (b) if applicable, the deduction under IRC Section 199A.

“Transfer” means to, directly or indirectly, sell, transfer, assign, gift, pledge, encumber, hypothecate, or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, gift, pledge, encumbrance, hypothecation, or similar disposition of, any Membership Interests owned by a Person or any interest (including a beneficial interest) in any Membership Interests owned by a Person. **“Transfer”** when used as a noun shall have a correlative meaning. **“Transferor”** and **“Transferee”** mean a Person who makes or receives a Transfer, respectively.

“Treasury Regulations” means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

Section 1.02 Interpretation. For purposes of this Agreement: (a) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) unless otherwise expressly stated, the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole.

The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms.

Unless the context otherwise requires, references herein: (x) to Articles, Sections, Exhibits, and Schedules mean the Articles and Sections of, and Exhibits and Schedules attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

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.

The Exhibits and Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Any terms expressly defined elsewhere in this Agreement shall be as defined therein.

ARTICLE II ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on or about January 4, 2023, pursuant to the provisions of the DLLCA, upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware.

(b) This Agreement, as revised, shall constitute the “company agreement” (as that term is used in the DLLCA) of the Company. The rights, powers, duties, obligations, and liabilities of the Members and the Manager shall be determined pursuant to the DLLCA and this Agreement. To the extent that the rights, powers, duties, obligations, and liabilities of any Member or the Manager are different by reason of any provision of this Agreement than they would be under the DLLCA in the absence of such provision, this Agreement shall, to the extent permitted by the DLLCA, control.

Section 2.02 Name. The name of the Company is “**DJE Income Fund I, LLC**”, or such other name or names as may be designated by the Manager; provided, that the name shall always contain the words “Limited Liability Company” or “Limited Company” or an abbreviation of one of those phrases. Amendments to the Certificate of Formation or this Agreement to reflect any such name change may be made by the Manager without the consent of the Members. The Manager shall give prompt notice to the Members of any change to the name of the Company and any related amendment to the Certificate of Formation or this Agreement. The Company may conduct business under any assumed or fictitious name required by Applicable Law or otherwise deemed desirable by the Manager.

Section 2.03 Principal Office. The principal office of the Company is as stated in the Certificate of Formation, or such other place as may from time to time be determined by the Manager. The Manager shall give prompt notice of any such change to each of the Members.

Section 2.04 Registered Office; Registered Agent.

(a) The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Formation or such other office (which need not be a place of business of the Company) as the Manager may designate from time to time in the manner provided by the DLLCA and Applicable Law.

(b) The registered agent for service of process on the Company in the State of Delaware shall be the initial registered agent named in the Certificate of Formation or such other Person or Persons as the Manager may designate from time to time in the manner provided by the DLLCA and Applicable Law.

Section 2.05 Purpose; Powers.

(a) The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the DLLCA and to engage in any and all activities necessary or incidental thereto.

(b) Without limiting the generality of the preceding sentence, the primary purpose of the Company is to undertake the Project, and any and all activities necessary or incidental thereto. The Company **shall** utilize all or substantially all of the Capital Contributions from the Members (excepting any amount held in reserve by the Manager for the payment of reasonable fees and expenses, and a reasonable contingency reserve for future fees and expenses, at the discretion of the Manager) to undertake the Project.

(c) The Manager shall also have the right to structure any SPV to include outside third-party investor-members (each a “**Side Car Investment**”) in its sole discretion. In such an instance, the SPV may not be wholly owned by the Company but partially owned, in conjunction with the Side Car Investment parties. The Side Car Investment shall be responsible for its own expenses, if any, meaning the Fund shall be responsible for its pro rata share of any such expenses.

(d) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the DLLCA.

Section 2.06 Term. The term of the Company commenced on the date the Certificate of Formation was filed with the Secretary of State of the State of Delaware and shall continue in existence perpetually until the Company is terminated in accordance with the provisions of this Agreement.

ARTICLE III CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 3.01 Capital Commitments and Capital Contributions, Generally. Contemporaneously with the execution of this Agreement and pursuant to the Initial Offering (or any Subsequent Offering) each Member has made (or will presently make) a Capital Commitment to the Company and simultaneously contribute that amount of their Capital Commitment as called for by the Manager (the Initial Capital Contributions) and is thereby deemed to own Membership Interests as Membership Interest Units in the amounts set forth opposite such Member’s name on the Signature Page herein. The Manager shall maintain, keep in confidence, and update the Members Schedule (Schedule I) upon the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Agreement. THE MANAGER EXPRESSLY RESERVES THE RIGHT TO INCREASE OR DECREASE THE TOTAL NUMBER OF UNITS AVAILABLE FOR PURCHASE AT ITS SOLE

DISCRETION. The Members, other than the Sponsor (and the Manager), shall not be entitled to see the Membership Interest Percentages of any of the other Members.

Section 3.02 Capital Calls; Additional Capital Contributions.

(a) **Capital Calls.** Additional Capital Contributions of each Member's Remaining Capital Commitment may be called and drawn down at the sole discretion of the Manager for the benefit of the Company (each a "**Capital Call**"). Any future Capital Contributions made by any Member shall only be made with the consent of the Manager upon a duly noticed Capital Call as provided for in this Section 3.02. Unless otherwise determined by the Manager in its sole discretion, all Members shall be required to participate in a Capital Call on a pro rata basis of its Capital Commitment in proportion to the aggregate Capital Commitments of all Members (each Member's "**Call Amounts**"). A Capital Call, when issued, shall be issued by the Manager in writing to all the Members and shall provide for a funding/participation deadline of not less than TEN (10) business days from the date of the notice (the "**Capital Call Notice**"). The Manager may also issue a Capital Call for capital beyond a Member's Remaining Capital Commitment *if and only if* the Company requires additional capital to meet a liability with respect to a then currently existing Portfolio Asset.

(b) **Failure to Fund Capital Call.** Failure of a Member to participate in the Capital Call shall result in a default by such Member and the reduction of the defaulting Member's Membership Interest Percentage by an amount determined as the product of multiplying the defaulting Member's Membership Interest Percentage by a percentage determined by dividing the amount of the defaulting Member's Call Amount by the total amount of the Capital Call. Further, if the Manager deems appropriate in its sole discretion, it may, but is not obligated to, take any or all of the following additional actions against a defaulting Member:

(i) Charge the defaulting Member a penalty fee of 5.00%, payable to the Company (and not re-distributable to the defaulting Member), as annual and compounding interest, on all defaulted and outstanding amounts due, and offset the same against all distributions owed to such defaulting Member until the default amounts plus all penalty fees, interest, and expenses related to enforcement of this Section 3.02 are paid in full;

(ii) Permitting the non-defaulting Member(s), in accordance with their relative Membership Interest Percentages (or in such other percentages as the Managers may agree) (the "**Lending Members**", whether one or more), to advance the portion of any defaulting Member's proportionate share of the defaulting Member's Call Amount which such defaulting Member failed to contribute to the Company (the "**Default Member Call Amount**"), with such advancement to be treated as a loan by the Lending Member(s) to the defaulting Member(s), carrying an interest rate equal to the maximum non-usurious amount allowed by Applicable Law (the "**Default Call Loan**"). Such loan is repayable by the following provisions which are consented to by the defaulting Member: (i) the defaulting Member consents to the making of the Default Call Loan in favor of the Lending Member(s) and certifies that it is receiving adequate consideration; (ii) it further consents to the assignment to the Lending Members of all distributions otherwise payable to it until payments to the Lending Members equal the repayment of the Default Call Loan principal balance plus all accrued and unpaid interest and any fees or expenses related to the enforcement and collection of the Default Call Loan; and (iii) following payment of Default Call Loan and all associated interest and fees, the Default Call Loan shall be deemed repaid and the defaulting Member shall thereafter continue receive all distributions it is otherwise due. By execution of this Agreement, such defaulting Member hereby authorizes the

Manager and the Company to pay the amounts consented to above directly to the Lending Members; or

(iii) Provide reasonable efforts to assist the defaulting Member in effectuating a Transfer of its Membership Interests to another Person, *provided, however*, that if a Transfer is not reasonably possible (in the sole determination of the Manager), then the Manager shall provide thirty (30) days' advance written notice to the defaulting Member of the Manager's intent to exercise a redemption and withdrawal of the defaulting Member and accordingly, by expiration of the 30-day notice period, the defaulting Member's Membership Interests shall be automatically redeemed and the defaulting Member withdrawn, without contest. In such an event, a) the defaulting Member shall not be due any further distributions or a return of its Capital Contributions and b) the defaulting Member's Capital Contributions, Capital Commitment, and Capital Account shall be distributed (or allocated, as the case may be) to all remaining non-defaulting Members on a pro rata basis in accordance with the Membership Interests of the Members (excluding the defaulting Member(s)).

(c) **Defaulting Member Expenses.** A defaulting Member under this Section 3.02 shall be solely responsible for its defaulting amounts due, and the expenses, interest, fees, costs, and liabilities associated with its default and the Company's enforcement of any of its rights hereunder, and the same may be offset against distributions owed to such defaulting Member, without notice. The defaulting Member shall never be entitled to distributions of Distributable Cash (defined below) comprised of default fees, interests, or remedies charged to them.

(d) **Member/Sponsor Loans.** At the discretion of the Manager, in the event that additional capital is required for the business of the Company, the Company may accept loans from Members, including the Sponsors ("**Member Loans**"). Such Member Loans shall bear interest that may be +/- the current prime rate, and always within the discretion of the Manager.

(e) **Completed Capital Commitments.** In the event the Manager draws down amounts from the Members pursuant to a Capital Call and the Company does not expend those amounts as originally contemplated, the Manager may, in its sole discretion, distribute the applicable amounts back to the Members in accordance with the manner in which they were funded and restore them to each Member's Remaining Capital Commitment (meaning those amounts may be re-callable pursuant to another Capital Call). Except as provided in the immediately preceding sentence or otherwise by Applicable Law, a Member's Completed Capital Commitment shall otherwise not be re-callable, regardless of distributions made to that Member.

Section 3.03 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a "**Capital Account**") on its books and records in accordance with this Section 3.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

(a) Each Member's Capital Account shall be increased by the amount of:

(i) such Member's Capital Contributions, including such Member's initial Capital Contribution and any additional Capital Contributions pursuant to a duly noticed Capital Call; and

(ii) any Net Income or other item of income or gain allocated to such Member pursuant to ARTICLE V.

(b) Each Member's Capital Account shall be decreased by:

(i) the cash amount or Book Value of any property distributed to such Member pursuant to ARTICLE VI and Section 11.03(d);

(ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to ARTICLE V;

(iii) the amount so required in Section 3.02 pursuant to a failure to contribute to a duly noticed Capital Call; and

(iv) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

Section 3.04 Succession Upon Transfer. In the event that any Membership Interests are Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Membership Interests and, subject to Section 5.07, shall receive allocations and distributions pursuant to ARTICLE V, ARTICLE VI, and ARTICLE XI in respect of such Membership Interests.

Section 3.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in its Capital Account, such Member shall have no obligation, during the term of the Company or upon termination or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, *except* as may be required by a Capital Call, Applicable Law, or in respect of any negative balance resulting from a withdrawal of capital or termination in contravention of this Agreement.

Section 3.06 No Withdrawals From Capital Accounts.

(a) Except as provided below in Section 3.06(b), (c), and (d) below, no Member shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company. No Member shall receive any interest, salary, or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss, and deduction among the Members and shall have no effect on the amount of any distributions to any Members, in liquidation or otherwise.

(b) Following the expiration of their respective Commitment Periods Members may elect to withdraw their principal Unrecovered Capital Contributions (with a minimum determined by the Manager in its sole discretion from time to time) by providing the Manager prior written notice of not less than ninety (90) days (for Capital Contributions between \$250,000-\$500,000, notice of one hundred and eighty (180) days, and for Capital Contributions of more than \$500,000, notice of two hundred and seventy (270) days) (each a “**Withdrawal Notice**”), subject to the Distribution Gate (defined below). Upon receipt of a Withdrawal Notice for a Member, the Manager shall endeavor to withdraw that amount of Capital Contributions requested in the Withdrawal Notice over a 90 (or 180, or 270, as applicable) day-period. Upon a receipt of the withdrawal notice, that Member shall immediately cease to accrue the Preferred Return with respect to that amount of withdrawing Capital Contribution, *provided, however*, that the Manager may extend such withdrawal as may be commercially necessary (in its sole judgement) to effectuate such withdrawal (for example, if such capital is currently tied to an outstanding Portfolio Asset).

Upon a withdrawal in which the Member has no remaining Capital Contributions with the Fund, the Member shall receive a final distribution of all accrued and unpaid Preferred Returns (pro-rated, as applicable). The Manager has the right to return any or all of Member's Unrecovered Capital Contributions at any time.

(c) Notwithstanding anything to the contrary, if the Manager receives Withdrawal Notices for more than 35.00% of outstanding Capital Contributions within the same 60-day period, the Manager may implement a **Withdrawal Gate**, in which case the first 25% of withdrawals for each Member will be processed on a first-come first-served basis over the course of 120-days, or otherwise as determined feasible by the Manager.

Section 3.07 Treatment of Loans From Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account, other than to the extent provided in Section 3.03(a), if applicable. No Member may provide a loan to the Company except with the written approval of the Manager and the Sponsor.

Section 3.08 Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Manager may authorize such modifications without the consent of any Member.

ARTICLE IV MEMBERS

Section 4.01 Membership Classes Established; Management Reserved to the Manager

(a) **Membership Classes Established.** The Company hereby establishes the Membership Classes. Membership Interests of each Class will be entitled to all rights as stated in this Agreement in various parts, and as defined in Article 1 herein.

(b) **Management Reserved to the Manager.** Except as provided elsewhere in this Agreement, no Member that is not a Sponsor shall take any part in the control of any aspect of the Company's business, including the Project and any SPE, or transact any business in the Company's name, or have the power to sign documents for or otherwise bind or act on behalf of the Company in any way, to pledge credit, to execute any instrument on the Company's behalf or to render it liable for any purpose. No Member, acting solely in the capacity of a Member, is an agent of the Company. *For the avoidance of any doubt, it is expressly the Members' intention to give the Manager broad discretion in the operations, governance, and management of the Company and of the Project and Members expressly acknowledge and agree that they shall have no power to participate in the management of the Company.*

Section 4.02 Admission of New Members.

(a) The Manager is hereby permitted to admit new Members to the Company in accordance with the terms of the Initial Offering. Additional new Members may be admitted from

time to time at the sole discretion of the Manager, including the terms of such admission. This includes with respect to the Initial Offering or additional or subsequent offerings of Membership Interests. The Manager may conduct a subsequent offering at any time upon such terms as it determines appropriate in its sole discretion (each a “**Subsequent Offering**” and an accompanying close of that offering a “**Subsequent Closing**”) and admit additional Members pursuant to the same (each an “**Additional Member**”).

(b) At any Subsequent Closing each Additional Member shall make a payment to the Company in respect of its Membership Interest acquired at such Subsequent Closing equal to (i) the amount of capital that such Additional Member would have contributed to the Company through the date of such Subsequent Closing had all of the Members as of the date of and after giving effect to such Subsequent Closing been admitted to the Company at the close of the Initial Offering (a “**Catch-up Contribution**”), *plus* (ii) an additional amount on the Catch-up Contribution in the nature of interest from the date of the close of the Initial Offering (or such later date as may be determined by the Manager in its sole discretion with respect to any Additional Members) to (but excluding) the date of admission of such Additional Member to the Company at a simple, non-compounding rate determined by the Manager in its sole discretion (the “**Additional Amount**”). Catch-up Contributions generally will not be reduced to take into account distributions previously made to the Members (unless otherwise determined by the Manager in its sole discretion) but may be equitably adjusted by the Manager in its reasonable discretion to address Recovered Capital Contributions to the Members as a result of distributions occurring prior to the applicable Subsequent Closing and/or other relevant considerations. All Additional Amounts shall, however, not be counted toward Capital Contributions or the completion of a Member’s Capital Commitment. The Company shall pay over to the Manager the portion of the Catch-up Contribution equal to the amount of the Fund Management Fee that would have been paid in respect of the Capital Commitment of the Additional Member if the Additional Member had been admitted at the Initial Offering, together with the portion of the Additional Amount attributable thereto (an “**Fund Management Fee Catch-up Payment**”), and the balance of the Catch-up Contribution and the portion of the Additional Amount attributable thereto shall then be paid over to the other Members as soon as a reasonably practicable on a pro rata basis in accordance with the Capital Contributions of the Members. The Additional Amount shall continue to accrue on any portion of the Catch-up Contribution that remains unpaid pursuant to the terms of this Section 4.02(b). The transactions contemplated by this Section 4.02(b) shall not require the consent, participation, or approval of any of the Members, and may be undertaken by the Manager at its sole discretion. The Manager also has the right, in its sole discretion to waive or otherwise alter the terms of this Section 4.02(b) for incoming Additional Members.

(c) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or Transfer (including a Permitted Transfer) of Membership Interests, such Person shall have executed and delivered to the Company a written undertaking substantially in the form of a Subscription Agreement or any other document(s) that the Manager may deem necessary or appropriate. Upon the amendment of the Members Schedule by the Manager and the satisfaction of any other applicable conditions, including the receipt by the Company of payment for the issuance of Membership Interests, such Person may be admitted as a Member and deemed listed as such on the books and records of the Company. The Manager shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 3.03.

Section 4.03 No Personal Liability. Except as otherwise provided in the DLLCA, by Applicable Law, or expressly in this Agreement, no Member will be liable or obligated personally for any debt, obligation, or liability of the Company or other Members, or the SPV’s and the Properties, whether

arising in contract, tort, or otherwise, including a debt, obligation, or liability under a judgment, decree, or order of a court, solely by reason of being a Member.

Section 4.04 No Withdrawal.

(a) If a Member chooses to withdraw all of its Capital Contributions pursuant to Section 3.06(b) above, has no further Capital Contributions remaining with the Company for any reason, or is otherwise withdrawn by the Company pursuant to terms of this Agreement (including by Section 4.04(b) below), such Member will immediately and automatically cease to be a Member of the Company and shall have no further rights, interests, duties, or obligations to the Company except as may exist under Applicable Law

(b) Further, the Manager reserves the right to redeem any or all Membership Interests from any and all Members and withdraw the same at any time and for any reason upon not less than 30 days' written notice. In such an event, the Company shall provide a distribution to that Member (or Members) equal to such Member's (i) Unrecovered Capital Contributions plus (ii) accrued and unpaid Preferred Returns to that Member's Capital Account through such date of withdrawal.

Section 4.05 No Member Interest in Property. No real or personal property of the Company, including the Portfolio Assets or the interests of the SPV's owned by the Company, shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

Section 4.06 Certification of Membership Interests.

(a) The Manager shall not be required to issue certificates to the Members representing the Membership Interests held by such Member. Membership Interests shall be evidenced this Agreement.

(b) In the event that the Manager elects to issue certificates representing Membership Interests in accordance with this Section, then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Membership Interests shall bear a legend substantially in the following form:

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO A COMPANY AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, GIFT, PLEDGE, HYPOTHECATION, ENCUMBRANCE, OR OTHER DISPOSITION OF THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH COMPANY AGREEMENT.

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, GIFTED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED EXCEPT PURSUANT TO (A) A REGISTRATION

STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

The above disclaimer shall also be incorporated as an agreed term and acknowledged representation of every Member.

Section 4.07 Similar or Competitive Activities; Business Opportunities. Nothing contained in this Agreement shall prevent Manager, any Member or any of its Affiliates from engaging in any other activities or businesses, regardless of whether those activities or businesses are similar to or competitive with the Company. None of the Members nor any of their Affiliates shall be obligated to account to the Company or to the other Members for any profits or income earned or derived from such other activities or businesses. None of the Members nor any of their Affiliates shall be obligated to inform the Company or the other Member of a business opportunity of any type or description, whether similar to or competitive with the Company.

Section 4.08 Member Representations and Warranties. Each Member represents and warrants to, and covenants with, the Company that:

(a) The Member understands that the Membership Interests have not been registered under the Securities Act of 1933, as amended, or any under any other applicable securities laws, nor has any governmental or regulatory authority passed an opinion regarding the Membership Interests;

(b) The Member warrants, certifies, and represents that it is subscribing to the Membership Interests with a view to investments for its own account, and not with a view to resell the same;

(c) The Member understands that the Company is not currently required to register and will not register as an Investment Company under the Investment Company Act of 1940 by way of exemption from definition provided under Section 3(c)1 and/or 3(c)5 of the Investment Company Act;

(d) The Member has all requisite authority (and in the case of an individual, the capacity) to purchase the Membership Interests, enter into this Agreement, and to perform all the obligations required to be performed by the Member hereunder, and such purchase will not contravene any law, rule, or regulation binding on the Member or any investment guideline or restriction applicable to the Member;

(e) The Member understands and accepts that the purchase of the Membership Interests involves various risks, including the risks that there may be no open market for the Membership Interests, or that Subscribers entire investment may be lost. The Member represents that it is able to bear any loss associated with an investment in the Membership Interests;

(f) The Member is an “**Accredited Investor**” as defined under the Securities Act and has such knowledge, skill and experience in business, financial and investment matters that the Member is capable of evaluating the merits and risks of this specific investment in the Membership Interests. With the assistance of the Member's own professional advisors, to the extent that the Member has deemed appropriate, the Member has made its own legal, tax, accounting, and

financial evaluation of the merits and risks of an investment in the Membership Interests and the consequences of this Agreement. The Member has considered the suitability of the Membership Interests as an investment in light of its own circumstances and financial condition and the Member is able to bear the risks associated with an investment in the Membership Interests and its authority to invest in the Membership Interests;

(g) The Member agrees to furnish any additional information requested by the Company or any of its affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Membership Interests. Any information that has been furnished or that will be furnished by the Member to evidence its status as an accredited investor is accurate and complete, and does not contain any misrepresentation or material omission.

ARTICLE V ALLOCATIONS

Section 5.01 Allocation of Net Income and Net Loss. Except as otherwise provided in this Agreement, Net Income and Net Loss (including individual items of profit, income, gain, loss, credit, deduction and expense) of the Company will be allocated among the Members in a manner such that the Capital Account balance of each Member, immediately after making that allocation, is, as nearly as possible, equal (proportionately) to the Distributions that would be made to that Member pursuant to Article VI if the Company were dissolved, its affairs wound up and its assets sold for cash, all Fund liabilities were satisfied (limited with respect to each nonrecourse liability to the Fair Market Value of the assets securing that liability), and the net assets of the Company were distributed in accordance with Article VI to the Members immediately after making that allocation, adjusted for applicable special allocations, computed immediately prior to the hypothetical sale of assets.

Section 5.02 Allocation Rules. In the event that Members are issued Membership Interests on different dates, the Net Income or Net Loss allocated to the Members for each Fiscal Year during which Members receive Membership Interests will be allocated among the Members in accordance with Section 706 of the Internal Revenue Code, using any convention permitted by law and selected by the Manager. For purposes of determining the Net Income, Net Loss and individual items of income, gain, loss credit, deduction and expense allocable to any period, Net Income, Net Loss and any other items will be determined on a daily, monthly or other basis, as determined by the Manager using any method that is permissible under Section 706 of the Code and the Treasury Regulations. Except as otherwise provided in this Agreement, all individual items of Fund income, gain, loss and deduction will be divided among the Members in the same proportions as they share Net Incomes and Net Loss for the Fiscal Year or other period in question.

Section 5.03 Limitation on Allocation of Net Losses. There will be no allocation of Net Losses to any Member to the extent that the allocation would create a negative balance in the Capital Account of that Member (or increase the amount by which that Member's Capital Account balance is negative).

Section 5.04 General Tax Allocations. Except as otherwise provided in this Section 5.4, the taxable income or loss of the Company will be allocated pro rata among the Members in the same manner as the corresponding items of Net Income, Net Loss and separate items of income, gain, loss, credit, deduction and expense (excluding items for which there are no related tax items) are allocated among the Member for Capital Account purposes.

5.04: **Section 5.05 Regulatory and Special Allocations.** Notwithstanding the provisions of Section

(a) *Minimum Gain Chargeback.* In the event there is a net decrease in the Company Minimum Gain during any Fiscal Year, the minimum gain chargeback provisions described in Sections 1.704-2(f) and (g) of the Treasury Regulations will apply.

(b) *Member Minimum Gain Chargeback.* In the event there is a net decrease in Member Minimum Gain during any Fiscal Year, the partner minimum gain chargeback provisions described in Section 1.704-2(i) of the Treasury Regulations will apply.

(c) *Qualified Income Offset.* In the event a Member unexpectedly receives an adjustment, allocation or Distribution described in of Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Treasury Regulations, which adjustment, allocation or Distribution creates or increases a deficit balance in that Member's Capital Account, the "qualified income offset" provisions described in Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations will apply.

(i) *Nonrecourse Deductions.* Nonrecourse Deductions will be allocated in accordance with and as required in the Treasury Regulations.

(ii) *Member Nonrecourse Deductions.* Member Nonrecourse Deductions will be allocated to the Members as required in Section 1.704-2(i)(1) of the Treasury Regulation.

(iii) *Intention.* The special allocations in this Section 5.05 are intended to comply with certain requirements of the Treasury Regulations and will be interpreted consistently. It is the intent of the Members that any special allocation pursuant to this Section will be offset with other special allocations pursuant to this Section. Accordingly, special allocations of Company income, gain, loss or deduction will be made in such manner so that, in the reasonable determination of the Manager, taking into account likely future allocations under this Section, after those allocations are made, each Member's Capital Account is, to the extent possible, equal to the Capital Account it would have been were this Section not part of this Agreement.

(d) *Recapture Items.* In the event that the Fund has taxable income in any Fiscal Year that is characterized as ordinary income under the recapture provisions of the Code, each Member's distributive share of taxable gain or loss from the sale of Company assets (to the extent possible) will include a proportionate share of this recapture income equal to that Member's share of prior cumulative depreciation deductions with respect to the assets which gave rise to the recapture income.

(e) *Tax Credits and Similar Items.* Allocations of tax credits, tax credit recapture, and any items related thereto will be allocated in those items as determined by the Manager considering the principles of Treasury Regulation Section 1.704-1(b)(4)(ii).

(f) *Consistent Treatment.* All items of income, gain, loss, deduction and credit of the Fund will be allocated among the Members for federal income tax purposes in a manner consistent with the allocation under this Section. Each Member is aware of the income tax consequences of the allocations made by this Agreement and hereby agrees to be bound by the provisions of this Agreement in reporting its share of Company income and loss for income tax purposes. No Member

will report on its tax return any transaction by the Company, any amount allocated or distributed from the Company or contributed to the Company inconsistently with the treatment reported (or to be reported) by the Company on its tax return nor take a position for tax purposes that is inconsistent with the position taken by the Company.

(g) *Modifications to Preserve Underlying Economic Objectives.* If, in the opinion of counsel or other advisor to the Company, there is a change in the Federal income tax law (including the Code as well as the Treasury Regulations, rulings, and administrative practices thereunder) which makes modifying the allocation provisions of this Section necessary or prudent to preserve the underlying economic objectives of the Members as reflected in this Agreement, the Manager will make the minimum modification necessary to achieve that purpose.

Section 5.06 Allocation of Excess Nonrecourse Liabilities. “Excess nonrecourse liabilities” of the Company as used in Section 1.752-3(a)(3) of the Treasury Regulations will first be allocated among the Member pursuant to the “additional method” described in that section and then in accordance with the manner in which the Manager expects the nonrecourse deductions allocable to those liabilities will be allocated.

Section 5.07 Allocations in Respect of Transferred Membership Interests. In the event of a Transfer of Membership Interests during any Fiscal Year made in compliance with the provisions of ARTICLE VIII, Net Income, Net Losses, and other items of income, gain, loss, and deduction of the Company attributable to such Membership Interests for such Fiscal Year shall be determined using the interim closing of the books method.

Section 5.08 Allocations in Year of Termination. Notwithstanding anything else in this Agreement to the contrary, in the year the Company elects to terminate, wind down its affairs, and liquidate, the Parties intended, then, for the allocation provisions of this Article V to produce final Capital Account balances of the Members that will permit final Distributions to be made pursuant to the order set forth in this Agreement. To the extent that the allocation provisions of this Article V would fail to produce the final Capital Account balances, the Manager may elect, in its sole discretion, to (a) amend those provisions if and to the extent necessary to produce that result and (b) reallocate income and loss of the Company for prior open years (including items of gross income and deduction of the Fund for those years) among the Members to the extent it is not possible to achieve that result with allocations of items of income (including gross income) and deduction for the current year and future years, as approved by the Manager. This Section 5.8 will control notwithstanding any reallocation or adjustment of taxable income, taxable loss, or related items by the Internal Revenue Service or any other taxing authority. The Manager will have the power to amend this Agreement without the Consent of the other Members, as it reasonably considers advisable, to make the allocations and adjustments described in this Section 5.08. To the extent that the allocations and adjustments described in this Section 5.08 result in a reduction in the Distributions that any Member will receive under this Agreement compared to the amount of the Distributions that Member would receive if all those Distributions were made pursuant to the order set forth in this Agreement, the Company may make a guaranteed payment (within the meaning of Section 707(c) of the Code) to that Member (to be made at the time that Member would otherwise receive the Distributions that have been reduced) to the extent that payment does not violate the requirements of Sections 704(b) and 514(c)(9)(E) of the Code or may take other action as reasonably determined by the Manager to offset that reduction.

ARTICLE VI DISTRIBUTIONS

Section 6.01 General Reserve for Operations; Preferred Return. Generally, the Company will first use available assets and cash to repay outstanding debts, obligations, and operating expenses of the Project, prior to making any distributions. The Company shall also maintain a sufficient reserve for anticipated and projected expenses, such sufficiency to be determined by the Manger in its sole discretion. Pursuant to, and subject to, the distribution order outlined in Section 6.02 below, the Company shall provide the Preferred Return as a distribution to all Class A Members. The distribution of the Preferred Return shall **not** be considered Recovered Capital Contributions.

Section 6.02 Distribution Mechanism. From time to time the Manager shall determine in its sole reasonable judgment to what extent (if any) the Company's cash on hand exceeds its current and anticipated needs, including, without limitation, for operating expenses, debt service, acquisitions, obligations, and a reasonable contingency reserve. If such an excess exists ("**Distributable Cash**"), the Manager, in intervals and at times in its discretion, shall make distributions as follows:

(a) **First**, 100% to all the Class A Members on a pro rata basis of their Unrecovered Capital Contributions in proportion to the total Unrecovered Capital Contributions held by the Company; then

(b) **Second and finally**, any balance shall be distributable to the Class B Sponsor.

Section 6.03 Distribution Rules.

(a) Nothing in this Agreement shall obligate the Manager to cause a distribution to any Member, though the distributions herein are currently anticipated. Distributable Cash, unless expressly stated above, will be distributed on a pro rata basis (in accordance with Capital Contributions or Membership Interests, as appropriate and applicable stated in section 6.02) to the Members.

(b) Notwithstanding any provision to the contrary contained in this Agreement: 1) distributions required by a duly authorized Withdrawal Notice shall supersede the requirements of Section 6.02 above; 2) Company shall not make any distribution to the Members if such distribution would violate the DLLCA or other Applicable Law; and 3) The Manager may pay out Distributable Cash to Members in chronological order of their subscription date (that is, distributions may be paid to Members in order of the date they became a Member).

Section 6.04 Tax Withholding; Withholding Advances. The Company shall not withhold or advance tax payments to the Members, except to the extent required by law (for example, for Non-U.S. Persons); each Member shall be solely responsible for its own tax liabilities arising out of or accrued in connection with this Agreement or its Membership Interest in Company.

Section 6.05 No Creditor Status. A Member will not have the status of, and is not entitled to the remedies available to, a creditor of the Company with regard to Distributions that a Member may be entitled to receive pursuant to this Agreement, the DLLCA, or the Uniform Commercial Code, as amended and in effect in any given state.

ARTICLE VII MANAGEMENT

Section 7.01 Management of the Company. Except as otherwise provided elsewhere in this Agreement, the business and affairs of the Company, including the Project, the Portfolio Assets, and each SPV, shall be managed, operated, and controlled by and under the sole direction of the Manager, who shall be permitted to act alone on behalf of the Company. Accordingly, the Manager shall have, and is hereby granted, sole, full, and complete power, authority, and discretion for, on behalf of, and in the name of the Company, to take such actions as it may deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, including with respect to the Project and the SPV's to the full extent permissible under the law. It is expressly understood, acknowledged, and agreed that this includes the power and authority of the Manager to acquire, sell, transfer, or otherwise dispose of any of the Portfolio Assets in any manner it determines, in its sole discretion, to be in the best interests of the Company. The acquisition or disposition of a Portfolio Asset from or to an Affiliate of the Sponsors, or the investment by the Fund in an Affiliate of the Sponsor, shall not, by itself, constitute a basis for an impermissible conflict or form the basis of a claim for breach of fiduciary duty by the Manager and/or Sponsor, it being understood that such duties, to the extent legally permissible, are affirmatively waived in these instances, and shall not void the transaction from or to such Affiliate nor the terms of such transaction.

Section 7.02 Number and Term of Managers.

- (a) The Company shall be managed by one Manager, identified in Article I hereunder.
- (b) Each Manager, including the initial Manager named in this Agreement, shall serve until a successor has been elected and qualified or until the Manager's earlier death, resignation, or removal.

Section 7.03 Removal; Resignation, Vacancies.

- (a) The Manager may not be removed except by a) its own voluntary resignation hereunder or b) for Cause, in which case the holders of a Majority of Membership Interests may vote to remove the Manager. The Manager may resign at any time by giving five (5) days' written notice to the Company. Any such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event. The Company's acceptance of a resignation shall not be necessary to make it effective.
- (b) If the Manager is removed or resigns, the Sponsors, acting unanimously, shall identify and nominate a replacement Manager within their sole discretion, and the Members acting upon a vote of the holders of a Majority of the Membership Interests shall approve and elect the new Manager.

Section 7.04 No Member Participation. Except as expressly provided otherwise in this Agreement or by operation of law, the Members shall have no rights or powers to take part in the management and control of the Company and its business and affairs, and shall have no power or authority to act for or on behalf of the Company, or bind the Company under agreements or arrangements with third parties. For the avoidance of any doubt, the Members shall have the right to vote only on matters explicitly set forth on this Agreement.

Section 7.05 Fees and Reimbursement of Manager and Sponsor/Affiliate Principals. The Manager (or Sponsor principals, as appropriate) is taking no fees in connection with its services as Manager. However, the Manager is entitled a reimbursement of all Operating and Organizational Expenses, as well as all other reasonable out-of-pocket costs incurred on behalf of the Company or the Project.

Section 7.06 Fees and Reimbursement of Affiliates and Third Parties. the Company may engage, in the sole discretion of the Manager, general contractors, key persons, and other service providers, which may or may not be affiliated with the Sponsors. These additional service providers may be compensated by Company upon such terms as agreed to by the Manager in its sole discretion. The Property Manager and any other third-party provider to be engaged may be an Affiliate of the Manager and such affiliation shall not constitute a basis for an impermissible conflict and shall not void the engagement of such Affiliate nor the terms of such engagement.

Section 7.07 Officers. The Manager may appoint individuals as officers of the Company (the “Officers”) as it deems necessary or desirable to carry on the business of the Company and the Manager may delegate to the Officers such power and authority as the Manager deems advisable. No Officer need be a Member of the Company. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation, or removal. Any Officer may resign at any time upon written notice to the Manager. Any Officer may be removed by the Manager, with or without cause, at any time. A vacancy in any office occurring because of death, resignation, removal, or otherwise, may, but need not, be filled by the Manager.

Section 7.08 No Personal Liability; Conflicts. Except as otherwise provided in the DLLCA, by Applicable Law, or expressly in this Agreement, the Manager will not be obligated personally for any debt, obligation, or liability of the Company, whether arising in contract, tort, or otherwise, including a debt, obligation, or liability under a judgment, decree, or order of a court, solely by reason of being or acting as a Manager. The Manager shall also not be obligated to devote all of its time or business efforts to the affairs of the Company, provided, however, that the Manager shall devote such time, effort, and skill as it determines in its sole discretion may be necessary or appropriate for the proper operation of the Company. The Manager may have other business interests and may engage in other activities in addition to those related to the Company, and the Manager and their Affiliates may engage in or possess any interest in other business ventures of any kind, nature, or description, independently or with others, whether such ventures are directly or indirectly competitive with the Company or otherwise, and neither the Company nor any Member shall have the right to share or participate in such other investments or activities or to the income delivered therefrom, solely by virtue of this Agreement.

ARTICLE VIII TRANSFER

Section 8.01 General Restrictions on Transfer.

(a) Except as otherwise expressly provided in this Article, no Member may Transfer all or any portion of its Membership Interests without (i) providing the Manager with a written opinion of counsel regarding the compliance of the proposed Transfer with all applicable securities laws and (ii) obtaining prior written approval of the Manager, which approval may be withheld, conditioned, or delayed in the Manager’s sole and absolute discretion. Any attempted Transfer in violation of this Article will be null and void *ab initio*, and will not bind the Company.

(b) Notwithstanding the foregoing, the Manager and the Organizer will be allowed to Transfer its Membership Interests to an Affiliate, *provided* that the principals of the Manager or Organizer, as applicable, continue to control the Membership Interests. In addition, the Organizer will be allowed to re-organize its structure, including dissolving its entity structure and distributing its Membership Interests in the Company to its principals, without approval of the Manager or other Members, *provided, however*, that the same principals continue to control the Membership Interests thereafter.

Section 8.02 Further Restrictions on Transfers. Notwithstanding anything in this Agreement to the contrary, in addition to any other restrictions on a Transfer of an Membership Interest, no Membership Interest may be Transferred (a) without compliance with the Securities Act and any other applicable securities or “blue sky” laws, (b) if, in the determination of the Manager, the Transfer could result in the Company not being classified as a partnership for federal income tax purposes, (c) if, in the determination of the Manager, the Transfer could cause the Company to become subject to the Investment Company Act of 1940, as amended (the “**Investment Company Act**”), (d) if, in the determination of the Manager, the Transfer would cause a termination of the Company under any applicable law, or (e) the transferee is a minor or incompetent.

Section 8.03 Permitted Transfers. Except for the requirement to receive approval from the Manager, all other restrictions upon Transfer specified in Section 8.1 will not apply to any Transfer (a) by a Member who is an individual to (i) that Member’s spouse, ex-spouse or domestic partner; (ii) that Member’s or Member’s spouse’s lineal descendants; (iii) any family limited partnership or other entity controlled (which for this purpose shall require that the Member own more than 50% of the equity securities of that entity) by that Member, (iv) a trust established solely for the benefit of that Member, Member’s spouse or lineal descendants without regard to age, and (v) from any trust to the beneficiaries of that trust; or (b) by a Member to another Member (each transferee, a “**Permitted Transferee**”); provided, however, that the Permitted Transferee (other than a Person who is already a Member) pursuant to the foregoing clauses (a) and (b) agrees in writing to become a party to this Agreement and to be subject to the terms and conditions of this Agreement. Notwithstanding the foregoing in this Section 8.3, any permitted Transfer must be approved by the Manager, which approval will not be unreasonably withheld.

Section 8.04 Admission of Transferee as a Member. A Transfer permitted by the Manager will only transfer the rights of an assignee as set forth in Section 8.6 unless (a) the transferee is a Member or is admitted as a Member and (b) payment to the Company of a transfer fee in cash which is sufficient, in the Manager’s sole determination, to cover all reasonable expenses incurred by the Company in connection with the Transfer and admission of the transferee as a Member.

Section 8.05 Involuntary Transfer of Interests. In the event of any involuntary transfer of Membership Interests to a Person, that Person will have only the rights of an assignee set forth in Section 8.06 with respect to those Membership Interests.

Section 8.06 Rights of an Assignee. An assignee has no right to vote, receive information concerning the business and affairs of the Company and is entitled only to receive Distributions and allocations attributable to the Membership Interest held by the assignee as determined by the Manager and in accordance with this Agreement.

Section 8.07 Enforcement. The restrictions on Transfer contained in this Agreement are an essential element in the ownership of a Membership Interest. Upon application to any court of competent jurisdiction, a Manager will be entitled to a decree against any Person violating or about to violate those restrictions, requiring their specific performance, including those prohibiting a Transfer of all or a portion of its Membership Interests.

Section 8.08 Death or Disability of a Member. Upon the Disability or death of a Member, that Member will cease to be a member of the Company and that disabled Member or the legal representative of that deceased Member’s estate (or the trustee of a living trust established by that deceased Member if that Member’s Membership Interests have been transferred to a trust) will have the rights only of an assignee.

Section 8.09 Compulsory Redemption.

(a) The Manager may, by notice to any Member, force the sale of all or a portion of that Member's Membership Interests on terms as the Manager determines to be fair and reasonable, or take other action as it determines to be fair and reasonable in the event that the Manager determines or has reason to believe that: (i) that Member has attempted to effect a Transfer of, or a Transfer has occurred with respect to, any portion of that Member's Membership Interests in violation of this Agreement; (ii) continued ownership of that Membership Interests by that Member is reasonably likely to cause the Fund to be in violation of securities laws of the United States or any other relevant jurisdiction or the rules of any self-regulatory organization applicable to the Manager, Organizer or its Affiliates; (iii) continued ownership of that Membership Interests by that Member may be harmful to the business or reputation of the Company or the Manager or the Organizer, or may subject the Fund or any Members to a risk of adverse tax or other fiscal consequence, including adverse consequences under ERISA; (iv) any of the representations or warranties made by that Member under this agreement or under any Subscription Agreement signed by that Member in connection with the acquisition of Membership Interests was not true when made or has ceased to be true; (v) any portion of that Member's Membership Interests has vested in any other Person by reason of the bankruptcy, dissolution, incompetency or death of that Member; or (vi) it would not be in the best interests of the Company, as determined by the Manager, for that Member to continue ownership of its Membership Interests. The Company shall indemnify Managers for any costs and expenses related to the violations of such Act by Member.

(b) The Manager may redeem a defaulting Member's Membership Interest under Section 3.02 of this Agreement.

(c) A Member's Membership Interests shall be automatically withdrawn and redeemed per the terms of Section 4.04 of this Agreement.

ARTICLE IX EXCULPATION AND INDEMNIFICATION

Section 9.01 Exculpation of Covered Persons.

(a) **Covered Persons.** As used herein, the term "**Covered Person**" shall mean (i) each Member, including the Sponsor(s); (ii) each manager, member, officer, director, shareholder, partner, Affiliate, employee, agent, or Representative of each Member, and each of their Affiliates; and (iii) each Manager (including its managers and members), Officer, employee, agent, or Representative of the Company.

(b) **Standard of Care.** No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage, or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith reliance on the provisions of this Agreement, *so long as* such action or omission does not constitute fraud or willful misconduct by such Covered Person.

(c) **Good Faith Reliance.** A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, or statements (including financial statements and information, opinions, reports, or statements as to the value or amount of the assets, liabilities, Net Income, or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Member; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser, or other expert or professional

employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the DLLCA.

Section 9.02 Liabilities and Duties of Covered Persons.

(a) **Limitation of Liability.** This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligations of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(b) **Duties.** Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 9.03 Indemnification.

(a) **Indemnification.** To the fullest extent permitted by the DLLCA, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution, or replacement, only to the extent that such amendment, substitution, or replacement permits the Company to provide broader indemnification rights than the DLLCA permitted the Company to provide prior to such amendment, substitution, or replacement), the Company shall indemnify, hold harmless, defend, pay, and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines, or liabilities, and any amounts expended in settlement of any claims (collectively, "**Losses**") to which such Covered Person may become subject by reason of:

(i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member, or any direct or indirect Subsidiary of the foregoing in connection with the business of the Company; or

(ii) such Covered Person being or acting in connection with the business of the Company as a member, shareholder, Affiliate, manager, director, officer, employee, or agent of the Company, any Member, or any of their respective Affiliates, or that such Covered Person is or was serving at the request of the Company as a member, manager, director, officer, employee, or agent of any Person including the Company;

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud or willful misconduct, in either case as determined by a final, nonappealable order of a court of competent jurisdiction. In connection with the foregoing, the termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud or willful misconduct.

(b) **Control of Defense.** Upon a Covered Person's discovery of any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 9.03, the Covered Person shall give prompt written notice to the Company of such claim, lawsuit, or proceeding, provided, that the failure of the Covered Person to provide such notice shall not relieve the Company of any indemnification obligation under this Section 9.03, unless the Company shall have been materially prejudiced thereby. Subject to the approval of the disinterested Members, the Company shall be entitled to participate in or assume the defense of any such claim, lawsuit, or proceeding at its own expense. After notice from the Company to the Covered Person of its election to assume the defense of any such claim, lawsuit, or proceeding, the Company shall not be liable to the Covered Person under this Agreement or otherwise for any legal or other expenses subsequently incurred by the Covered Person in connection with investigating, preparing to defend, or defending any such claim, lawsuit, or other proceeding. If the Company does not elect (or fails to elect) to assume the defense of any such claim, lawsuit, or proceeding, the Covered Person shall have the right to assume the defense of such claim, lawsuit, or proceeding as it deems appropriate, but it shall not settle any such claim, lawsuit, or proceeding without the consent of the Company (which consent shall not be unreasonably withheld, conditioned, or delayed).

(c) **Reimbursement.** The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend, or defending any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 9.03; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 9.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(d) **Entitlement to Indemnity.** The indemnification provided by this Section 9.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 9.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 9.03 and shall inure to the benefit of the executors, administrators, legatees, and distributees of such Covered Person.

(e) **Insurance.** To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Manager may reasonably determine; provided, that the failure to obtain such insurance shall not

affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(f) **Funding of Indemnification Obligation.** Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 9.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(g) **Savings Clause.** If this Section 9.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 9.03 to the fullest extent permitted by any applicable portion of this Section 9.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(h) **Amendment.** The provisions of this Section 9.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 9.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification, or repeal of this Section 9.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

Section 9.04 Survival. The provisions of this Article shall survive the dissolution, liquidation, winding up, and termination of the Company.

ARTICLE X ACCOUNTING; TAX MATTERS

Section 10.01 Financial Statements. As soon as reasonably and practically available following the end of each Fiscal Year, consolidated annual balance sheets of the Company as at the end of each such Fiscal Year and consolidated annual statements of income, cash flows, and Members' equity for such Fiscal Year, in each case setting forth in comparative form the figures for the previous Fiscal Year, shall be prepared and distributed to the Members. In addition thereof, the Company shall provide quarterly updates regarding the progress of the Project, including summary financials and progress reports to the Members, such quarterly reports to be prepared and distributed as soon as reasonably practical following the end of each fiscal quarter.

Section 10.02 Inspection Rights. Upon reasonable notice from a Member, and subject to the restrictive covenants and terms of Section 12.03, the Company shall afford each Member and its Representatives, once per fiscal year, access during normal business hours to the corporate, financial, and similar records, reports, and documents of the Company, including all books and records, minutes of proceedings, reports of operations, reports of adverse developments, and to permit each Member and its Representatives to examine such documents and make copies thereof, provided, however, that a) internal communications between the Manager and another Member and details and confidential information

regarding another Member may not inspected and b) the cost associated with an inspection shall be borne by the Member making the request.

Section 10.03 Income Tax Status. It is the intent of the Company and the Members that the Company shall be treated as a partnership for U.S., federal, state, and local income tax purposes. Neither the Company nor any Member shall make an election for the Company to be classified as other than a partnership pursuant to Treasury Regulations Section 301.7701-3.

Section 10.04 Tax Matters Representative.

(a) **Appointment.** The Members hereby appoint the Manager as “partnership representative” as provided in Code Section 6223(a) (the “**Tax Matters Representative**”). The Tax Matters Representative may not be removed, but may voluntarily resign, and shall resign if it is no longer a Member. In the event of the resignation of the Tax Matters Representative, Members holding Super Majority of the Membership Interests shall select a replacement Tax Matters Representative.

(b) **Tax Examinations and Audits.** The Tax Matters Representative is authorized and required to represent the Company (at the Company’s expense) in connection with all examinations of the Company’s affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Tax Matters Representative shall have sole authority to act on behalf of the Company in any such examinations and any resulting administrative or judicial proceedings, and shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority.

(c) **US Federal Tax Proceedings.** Unless otherwise approved by the Members, the Tax Matters Representative will cause the Company to annually elect out of the partnership audit procedures set forth in Subchapter C of Chapter 63 of the Code (the “**Revised Partnership Audit Rules**”) to the extent permitted by applicable law and regulations. For any year in which applicable law and regulations do not permit the Company to elect out of the Revised Partnership Audit Rules, then within forty-five (45) days of any notice of final partnership adjustment, the Tax Matters Representative will cause the Company to elect the alternative procedure under Code Section 6226, and furnish to the Internal Revenue Service and each Member during the year or years to which the notice of final partnership adjustment relates a statement of the Member’s share of any adjustment set forth in the notice of final partnership adjustment.

(d) **Tax Returns and Tax Deficiencies.** Each Member agrees that such Member shall not treat any Company item inconsistently on such Member’s federal, state, foreign or other income tax return with the treatment of the item on the Company’s return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes and taxes imposed pursuant to Code Section 6226) shall be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member as provided in this Agreement.

(e) **Section 754 Election.** The Tax Matters Representative may make an election under Code Section 754, if requested in writing by the Sponsor.

(f) **Indemnification.** The Company shall defend, indemnify, and hold harmless the Tax Matters Representative against any and all liabilities sustained as a result of any act or decision

concerning Company tax matters and within the scope of such Member's responsibilities as Tax Matters Representative, so long as such act or decision was done or made in good faith and does not constitute gross negligence or willful misconduct.

Section 10.05 Tax Returns.

(a) At the expense of the Company, the Manager (or any Officer that it may designate pursuant to Section 7.06) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. As soon as reasonably possible after the end of each Fiscal Year, the Manager or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state, and local income tax returns for such Fiscal Year. Notwithstanding anything to the contrary herein, the Manager shall have the right, at its sole discretion, to file an extension for the filing of the Company's tax returns in any fiscal year, and in such event, the distribution of K-1's may also be delayed to the Members.

(b) The Member understands that the Company and the Manager expect to deliver all tax return information, including Schedule K-1s (each, a "**K-1**") to the Members by either electronic mail or some other form of electronic delivery, and accordingly, each Member hereby expressly understands, consents to, and acknowledges such electronic delivery of tax returns and related information as the only method of transmission, unless the Member expressly, in writing, informs the Manager of its request for paper copies of the same.

Section 10.06 Company Funds. All funds of the Company shall be (initially, prior to making the investment in the Property) deposited in its name, or in such name as may be designated by the Manager, in such checking, savings, or other accounts, or held in its name in the form of such other investments as shall be designated by the Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Manager may designate.

ARTICLE XI DISSOLUTION; WINDING UP AND TERMINATION

Section 11.01 Events Requiring Dissolution Winding Up. The Company shall begin to wind up its business and affairs only upon the occurrence of any of the following events:

- (a) In the sole discretion of the Manager;
- (b) The occurrence of a nonwaivable event under the terms of the DLLCA which requires the Company to be terminated; or
- (c) The entry of a final, non-appealable judicial decree ordering winding up and termination of the Company.

Section 11.02 Effectiveness of Termination. The Company shall begin to wind up its business and affairs as soon as reasonably practicable upon the occurrence of an event described in Section 11.01 (if such event has not been revoked or cancelled), but the Company shall not terminate until the winding up of

the Company has been completed, the assets of the Company have been distributed as provided in Section 11.03, and the Certificate of Termination shall have been filed as provided in Section 11.04.

Section 11.03 Liquidation. If the Company is to be terminated pursuant to Section 11.01, the Company shall be liquidated and its business and affairs wound up in accordance with the DLLCA and the following provisions:

(a) **Liquidator.** The Manager or other Person designated by the Manager shall act as liquidator to wind up the Company (the “**Liquidator**”). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company’s assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) **Accounting.** As promptly as possible after the event requiring winding up and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company’s assets, liabilities, and operations through the last day of the calendar month in which such event occurs or the final liquidation is completed, as applicable.

(c) **Notice.** The Liquidator shall deliver to each known claimant of the Company the notice required by the DLLCA.

(d) **Distribution of Proceeds.** The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) First, to the payment of all of the Company’s debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company); then

(ii) Second, to the establishment of and additions to reserves that are determined by the Manager to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; then

(iii) Third, 100% to all of the Class A Members on a pro rata basis of their accrued and unpaid Preferred Returns in proportion to total accrued and unpaid Preferred Returns of all Members until all Members have zero accrued and unpaid Preferred Returns; then

(iv) Fourth, 100% to all of the Members on a pro rata basis of their Unrecovered Capital Contributions in proportion to total Unrecovered Capital Contributions of all Members until all Members have zero Unrecovered Capital Contributions; then

(v) Fifth and finally, 100% to the Class B Sponsor Member.

(e) **Discretion of Liquidator.** Notwithstanding the provisions of Section 11.03(d) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 11.03(d), if upon winding up of the Company the Liquidator reasonably determines that an immediate sale of part or all of the Company’s assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary

to satisfy Company liabilities and reserves, and may distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 11.03(d), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Fair Market Value.

Section 11.04 Certificate of Termination. Upon completion of the distribution of the assets of the Company as provided in Section 11.03(d) hereof, the Manager shall execute and cause to be filed a Certificate of Termination in the State of Delaware and shall cause the cancellation of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Delaware and shall take such other actions as may be necessary to terminate the Company. Upon acceptance of the Certificate of Termination by the Delaware Secretary of State, the Company shall be terminated.

Section 11.05 Survival of Rights, Duties, and Obligations. Dissolution, liquidation, winding up, or termination of the Company for any reason shall not release any party from any Loss that at the time of such dissolution, liquidation, winding up, or termination already had accrued to any other party or thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up, or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish, or otherwise adversely affect any Member's right to indemnification pursuant to Section 9.03.

Section 11.06 Recourse for Claims. Each Member shall look solely to the assets of the Company for all distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss, and other items of income, gain, loss, and deduction, and shall have no recourse therefor (upon termination or otherwise) against the Liquidator, the Manager, or any other Member.

ARTICLE XII MISCELLANEOUS

Section 12.01 Expenses. All Operating and Organizational expenses of the Fund and the Manager shall be borne by the Fund, meaning all Members acknowledge that a portion of their Capital Contributions shall be utilized toward such expenses. The Fund will also retain amounts contributed by the Subscribers to be utilized toward the establishment of contingency reserves within the discretion of the Manager. Expenses incurred by each Member, individually, however, will be borne by each Member incurring such costs (including their respective attorneys' and accountants' fees).

Section 12.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances, and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 12.03 Confidentiality.

(a) Each Member acknowledges that during the term of this Agreement, it may have access to and may become acquainted with trade secrets, proprietary information, and confidential information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements, and other information provided pursuant to this Agreement, operating practices and methods, expansion

plans, strategic plans, marketing plans, contracts, customer lists, or other business documents that the Company treats as confidential, in any format whatsoever (including oral, written, electronic, or any other form or medium) (collectively, “**Confidential Information**”). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense, and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing its investment in the Company) at any time, including, without limitation, use for personal, commercial, or proprietary advantage or profit, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss, and theft.

(b) Notwithstanding the above of Section 12.03(a), if the Manager, in its sole but reasonable judgement, determines in the best interests of the Company and/or the Project that some Confidential Information should not be disclosed even to the Members, then the Manager may withhold such particular Confidential Information and elect not to disclose, make available, or otherwise share or distribute such Confidential Information to any of the Members, including pursuant to a Member’s rights of inspection.

(c) Nothing contained in Section 12.03(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories, or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to the other Members; (vi) to such Member’s Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 12.03 as if a Member; or (vii) to any potential Permitted Transferee in connection with a proposed Transfer of Membership Interests from such Member, as long as such potential Permitted Transferee agrees in writing to be bound by the provisions of this Section 12.03 as if a Member before receiving such Confidential Information; provided, that in the case of clause (i), (ii), or (iii), such Member shall notify the Company and other Members of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Members) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(d) The restrictions of Section 12.03(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iii) becomes available to such Member or any of its Representatives on a non-confidential basis from a source other than the Company, the other Members, or any of their respective Representatives, provided, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the Company.

(e) The obligations of each Member under this Section 12.03 shall survive (i) the termination, dissolution, liquidation, and winding up of the Company; (ii) the withdrawal of such Member from the Company; and (iii) such Member's Transfer of its Membership Interests.

Section 12.04 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given:

- (a) when delivered by hand (with written confirmation of receipt);
- (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested);
- (c) by Electronic Transmission upon confirmation of delivery; or
- (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.04):

If to the Company or the Manager: 115 Camaron St., San Antonio TX 78205 USA
Attention: DJE IF I MGR, LLC, the Manager
Email: investors@djetexas.com

with a copy to: **M&W Law, PLLC**
5001 LBJ Fwy., Suite 830
Dallas, TX 75244
Email: adnan@mwfirm.com
Attention: Adnan Merchant

If to a Member: To the Member's respective mailing address as set forth on the Member's Signature Page.

Section 12.05 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

Section 12.06 Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 9.03(g), upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 12.07 Entire Agreement. This Agreement, together with the Certificate of Formation and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and

contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

Section 12.08 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Section 12.09 No Third-Party Beneficiaries. Except as provided in this Agreement which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors, and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 12.10 Amendment. The Certificate of Formation and this Agreement may be amended, supplemented, or restated by the Manager alone, in its sole discretion, provided, however, that the Manager may not amend Section 6.02 or the definition of “Preferred Return Rate” of this Agreement if such amendment would materially and adversely affect a Member’s economic rights without the consent of the holders of a Majority of the Membership Interests of the Company, including expressly, the Sponsors’ unanimous consent. Any amendment validly made pursuant to this Section, whether by the Manager alone or as required upon the consent of the Members, shall be binding upon the Company and all Members.

Section 12.11 Power of Attorney.

(a) **Function of Power of Attorney.** Each Member, by its execution of this Agreement, hereby irrevocably makes, constitutes and appoints each of the Manager and the (each is referred to as the “**Attorney-in-Fact**”), as its true and lawful agent and attorney-in-fact, with full power of substitution and full power and authority in its name, place and stead, to make, execute, sign, acknowledge, swear to, record and file (i) this Agreement and any amendment to this Agreement that has been adopted as provided in this Agreement; (ii) the original Certificate of Formation and all amendments required or permitted by law or the provisions of this Agreement; (iii) all instruments or documents required to effect a transfer of Membership Interest; (iv) all certificates and other instruments deemed advisable by the Manager to carry out the provisions of this Agreement, and applicable law or to permit the Fund to become or to continue as a limited liability company wherein the Members have limited liability in each jurisdiction where the Fund may be doing business; (v) all instruments that the Manager deems appropriate to reflect a change, modification or termination of this Agreement or the Fund in accordance with this Agreement including, the admission of additional Members or substituted members pursuant to the provisions of this Agreement, as applicable; (vi) all fictitious or assumed name certificates required or permitted to be filed on behalf of the Fund; (vii) all conveyances and other instruments or papers deemed advisable by the Manager including, those to effect the dissolution and termination of the Fund (including a Certificate of Cancellation); (viii) all other agreements and instruments necessary or advisable to consummate any purchase or sale of the Property or the Project; and (ix) all other instruments or papers that may be required or permitted by law to be filed on behalf of the Company, including with respect to the Property.

(b) **Additional Functions.** The foregoing power of attorney:

(i) is coupled with an interest, is irrevocable and will survive the subsequent death, disability or Incapacity of any Member or any subsequent power of attorney executed by a Member;

(ii) may be exercised by the Attorney, either by signing separately as attorney-in-fact for each Member or by a single signature of the Attorney, acting as attorney-in-fact for all of them;

(iii) will survive the delivery of an assignment by a Member of all or any portion of its Membership Interest; except that, where the assignee of all of that Member's Interest has been approved by the Manager for admission to the Fund, as a Substituted Member, the power of attorney of the assignor will survive the delivery of that assignment for the sole purpose of enabling the Attorney to execute, swear to, acknowledge and file any instrument necessary or appropriate to effect that substitution; and

(iv) is in addition to any power of attorney that may be delivered by a Member in accordance with its Subscription Agreement entered into in connection with its acquisition of Membership Interests.

(c) **Delivery of Power of Attorney.** Each Member must execute and deliver to the Manager within 5 days after receipt of the Manager's request, any further designations, powers-of-attorney and other instruments as the Manager reasonably deems necessary to carry out the terms of this Agreement.

Section 12.12 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 12.13 Governing Law. All issues and questions concerning the application, construction, validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

Section 12.14 Submission to Jurisdiction. The parties hereby agree that 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, whether in contract, tort, or otherwise, shall be brought in the federal courts of the United States of America or the courts of the State of Texas, in each case located in the City of Dallas and County of Dallas. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that 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 that is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice, or other document by registered mail to the address set forth in Section 12.04 shall be effective service of process for any suit, action, or other proceeding brought in any such court.

Section 12.15 Waiver of Jury Trial; Dispute Resolution

(a) **EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

(b) Any dispute, claim, or controversy arising out of or relating to this Agreement, including the negotiation, breach, validity or performance of the Agreement, the rights and obligations contemplated by the Agreement, any claims of fraud or fraud in the inducement, and any claims related to the scope or applicability of this agreement to arbitrate, shall be resolved at the request of any party to this Agreement through a two-step dispute resolution process administered by the American Arbitration Association at a location of the Manager's choosing, first as mediation, then followed if necessary, by final and binding arbitration administered by a panel of three (3) arbitrators (the "**Arbitrator**"). The fees and expenses of the Arbitrator shall be borne by the parties bringing the dispute advanced by them from time to time as required; provided that at the conclusion of the arbitration, the Arbitrator shall award costs and expenses (including the costs of the arbitration previously advanced and the reasonable fees and expenses of attorneys, accountants and other experts) to the prevailing party. No pre-arbitration discovery shall be permitted, except that the Arbitrator shall have the power in his sole discretion, on application by any party, to order pre-arbitration examination solely of those witnesses and documents that any other party intends to introduce in its case-in-chief at the arbitration hearing. The parties shall instruct the Arbitrator to render such arbitrator's award within thirty (30) calendar days following the conclusion of the arbitration hearing. The Arbitrator shall not be empowered to award to any party any damages of the type not permitted to be recovered under this Agreement in connection with any dispute between or among the parties arising out of or relating in any way to this Agreement or the transactions arising hereunder, and each party hereby irrevocably waives any right to recover such damages.

Section 12.16 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 12.17 Attorney's Fees. In the event that any party hereto institutes any legal suit, action, or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

Section 12.18 Attorney Disclaimer. All Members and Managers acknowledge that M&W Law, PLLC and its attorneys ("**Company Counsel**") have been engaged on behalf of the Company to draft this Agreement and other documents pertaining to the Company. Each Member individually understands that it has a right to its own independent legal counsel in connection with this Agreement and other documents drafted by Company Counsel. Each Member consents to the engagement of Company Counsel on behalf of the Company hereunder, recognizing that Company Counsel is also the counsel for the Sponsors, the

SPV's, and the Manager. All Members and Managers acknowledge that Company Counsel has not provided any opinions – legal, financial, investment or otherwise – with respect to the Project and the business terms of the Company.

Section 12.19 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 9.02 to the contrary.

Section 12.20 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement may be executed by electronic means, including e-signature and digital signature methods, and all Members and Managers hereby consent to execution of this Agreement via such methods.

This space intentionally left blank. Signature Page follow.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

By: DJE IF I MGR, LLC, the Manager

By: _____
Devin Elder, its Managing Member
and Authorized Representative

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date first written above by their respective officers thereunto duly authorized.

The Members:

Investor Name, (Entity or Individual)

By: _____

**Printed Name and Authority (if entity)
of Signatory**

Date Signed

Schedule I

Schedule of Members

This Schedule is kept in confidence by the Manager.

CONFIDENTIAL

**Exhibit C to PPM
For
DJE Income Fund I, LLC**

*Subscription Agreement and Investor Suitability Questionnaire
follows this cover sheet.*

Subscription Agreement

for

DJE Income Fund I, LLC

A Delaware Limited Liability Company

(The undersigned (“**Purchaser**” or the “**Subscriber**”) understands that DJE Income Fund I, LLC, a limited liability company organized under the laws of the state of Delaware (the “**Company**”), is offering for purchase to the undersigned a certain number of Class A Membership Interest Units of the Company (the “**Securities**” and each Unit a “**Unit**”) in this private placement offering with an indefinite amount sought in total subscriptions (the “**Offering**”). The Offering shall commence as of January 31, 2023 and shall terminate on the date the Manager, in its discretion, elects to terminate (the “**Offering Period**”). *Notwithstanding the foregoing, the Company reserves the right to increase or decrease the maximum amount sought under this offering or to terminate this Offering at any time and without notice or to take less than the minimum subscription at its discretion.* The undersigned further understands that this offering is being made without registration of the Securities under the Securities Act of 1933, as amended (the “**Securities Act**”), or any securities law of any state of the United States or of any other jurisdiction and is being offered pursuant to an exemption thereof.

1. Subscription; Investor Suitability Questionnaire. Subject to the terms and conditions hereof and under this Offering the undersigned hereby irrevocably subscribes to and for the specific number of Units set forth on the Signature Page hereto for the aggregate purchase price set forth on the Signature Page hereto, which is payable as described in **Section 4** hereof (the “**Subscription**”). The undersigned acknowledges that the Securities will be subject to restrictions on transfer as set forth in this subscription agreement (the “**Subscription Agreement**”), the Company’s company agreement controlling the governance of the Company, as in effect as of the date of this Subscription Agreement and as may be later amended from time to time (the “**Company Agreement**”), and under applicable law. Further, the undersigned hereby agrees and acknowledges that it must complete the attached “**Investor Suitability Questionnaire**” in order for Company to accept the subscription hereunder.

2. Acceptance of Subscription and Issuance of Securities. It is understood and agreed that the Company shall have the sole right, at its complete discretion, to accept or reject this subscription, in whole or in part, for any reason and that the same shall be deemed to be acceptable by the Company *only if*: 1) it is signed by the undersigned (or a duly authorized representative of the undersigned) and delivered to the Company at or before the Closing (defined below); 2) the same is counter-signed by the Manager; 3) the undersigned executes the Company’s Company Agreement; and 4) the undersigned pays the subscription price indicated (or that amount as initially called for by the Company) on or before the Closing (defined below).

3. The Closing; Extension or Termination of Offering Period. Beginning as of the Effective Date herein and continuing through the Offering Period, the Company may accept reservations for subscriptions hereunder on a rolling basis within the discretion of the Manager. All closings of the purchase and sale of all Securities for the undersigned (each a “**Closing**”) under this Offering shall take place remotely, coordinated by the Manager, always on the fifteenth (15th) of any given calendar month, at a time within the discretion and choosing of the Manager (the “**Closing Date**”) pursuant to the terms of Section 2 above. Subsequent Closings may continue to occur throughout the Offering Period (always on the 15th of a calendar month) until the Manager terminates the Offering. In accordance with Section 4 below, on or before the Closing the undersigned shall deliver its requisite subscriber funds to the Company. However, should the Company not raise a sufficient amount in the reasonable judgement of the Manager sought under this Offering during the Offering Period (initially or as extended), or for any other reason within the sole judgement of the Manager, the Company may elect terminate this Offering, void this Subscription Agreement, and return all subscription funds pursuant to the terms of this Subscription Agreement, without interest, and no Securities will be deemed sold.

4. Payment for Securities. Payment for the Securities shall be received by the Company from the undersigned by wire transfer of immediately available funds or other means approved by the Company at or prior to the Closing Date or, within the sole election of the Manager, within fifteen (15) days after notice by the Company that the payment for the securities is due, in the amount as set forth on the Signature Page hereto. The Company may, but is not obligated to, deliver certificates representing the Securities to the undersigned at the Closing bearing an appropriate legend referring to the fact that the Securities were sold in reliance upon an exemption from registration under the Securities Act. In lieu of certificates, this completed Subscription Agreement, together with the addition of the undersigned as a named “Member” in the Company Agreement, shall be sufficient evidence of the undersigned’s admission to the Company.

5. Representations and Warranties of the Company. As of the Closing, the Company represents and warrants that:

(a) The Company is duly formed and validly existing under the laws of Delaware, with full power and authority to conduct its business as it is currently being conducted and to own its assets.

(b) The Securities have been duly authorized and, when issued, delivered, and paid for in the manner set forth in this Subscription Agreement, will be validly issued, fully paid, and nonassessable. Based in part upon the representations of the undersigned below in this Subscription Agreement and subject to the completion of the filings referenced in Section 6 below, the Securities will be issued in compliance with all applicable federal and state securities laws

6. Representations and Warranties of the Undersigned. The undersigned hereby represents and warrants to and covenants with the Company that:

(a) **General.**

(i) The undersigned has all requisite authority (and in the case of an individual, the capacity) to purchase the Securities, enter into this Subscription Agreement, and to perform all the obligations required to be performed by the undersigned hereunder, and such purchase will not contravene any law, rule, or regulation binding on the undersigned or any investment guideline or restriction applicable to the undersigned.

(ii) The undersigned is not acquiring the Securities as a nominee or agent or otherwise for any other person.

(iii) The undersigned will comply with all applicable laws and regulations in effect in any jurisdiction in which the undersigned purchases or sells Securities and obtain any consent, approval or permission required for such purchases or sales under the laws and regulations of any jurisdiction to which the undersigned is subject or in which the undersigned makes such purchases or sales, and the Company shall have no responsibility therefor.

(iv) Neither undersigned, nor any of undersigned's beneficial owners, appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC"), nor are they otherwise a party with which the Company is prohibited to deal under the laws of the United States; undersigned further represents the monies used to fund the investment in the Securities are not derived from, invested for the benefit of, or related in any way to, the governments of, or persons within: (i) any country under a U.S. embargo enforced by OFAC; (ii) which have been designated as a "non-cooperative country or territory" by the Financial Action Task Force on Money Laundering; or; (iii) which has been designated by the U.S. Secretary of the Treasury as a "primary money laundering concern". Undersigned further represents and warrants that undersigned: (i) has conducted thorough due diligence with respect to all of its beneficial owners; (ii) has established the identities of all beneficial owners and the source of each of the beneficial owner's funds; and, (iii) will retain evidence of any such identities, any such source of funds and any such due diligence; undersigned further represents in the event undersigned receives deposits from, makes payments to, or conducts transactions, relating to a non-U.S. banking institution (a "Non-U.S. Bank") in connection with undersigned's investment in the Securities, such Non-U.S. Bank: (i) has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities; (ii) employs one or more individuals on a full-time basis; (iii) maintains operating records related to its banking activities; (iv) is subject to inspection by the banking authority which licensed it to conduct banking activities; and, (v) does not provide banking services to any other Non-U.S. Bank which does not have a physical presence in any country and which is not a registered Affiliate. Undersigned further represents that it does not know or have any reason to suspect: (i) the monies used to fund the investment in the Securities have been or shall be derived from or related to any illegal activities, including but not limited to, money laundering activities; and, (ii) the proceeds from undersigned's investment in the Securities shall be used to finance any illegal activities. Undersigned further represents and warrants undersigned has conducted appropriate due diligence of any beneficial owner who is: (i) a senior foreign political figure, (as used herein, a senior foreign political figure means: (1) a current or former senior official

in the executive, legislative, administrative, military, or judicial branches of a foreign government (whether elected or not); (2) a senior official of a major foreign political party; (3) a senior executive of a foreign government-owned commercial enterprise; or, (4) a corporation, business or other entity that has been formed by or for the benefit of an individual described in (1), (2) or (3) (“**SFPF**”); (ii) an immediate family member of the SFPF; or, (iii) a person who is widely and publicly known (or is actually known by undersigned) to be a close associate of any such individual; undersigned further represents and warrants to the extent a beneficial owner is a bank, including a branch, agency or office of a bank, which is not physically located in the United States, the undersigned has taken and will take reasonable measures to establish the bank has a physical presence or is an affiliate of a regulated entity. Undersigned further agrees and acknowledges, among other remedial measures: (i) Company may be obligated to “freeze the account” of such undersigned, either by prohibiting additional investments by the undersigned and/or segregating assets of undersigned in compliance with governmental regulations and/or if the Manager(s) of the Company determine in its/their sole discretion such action is in the best interests of the Company; and, (ii) Company may be required to report such action or confidential information relating to undersigned (including, without limitation, disclosing undersigned’s identity) to the regulatory authorities.

(b) **Information Concerning the Company.**

(i) The undersigned acknowledges and certifies that it has received the certain Private Placement Memorandum in connection with these securities and that it understands the terms and disclosures contained therein, that it has had full opportunity to request any additional information regarding the Company, its business, and its projected plans that it so reasonably requests, that the undersigned is familiar with the principals of the issuer, and acknowledges that it has consulted with his or her own advisors and consultants prior to entering into this Subscription Agreement. The undersigned further acknowledges and certifies that it has also received the Company Agreement and that it understands the terms contained therein. The Private Placement Memorandum, together with this Agreement, the accompanying Investor Suitability Questionnaire, and the Company Agreement, constitute the “**Offering Documents**”. **THE UNDERSIGNED REPRESENTS THAT IT HAS SOUGHT THE ADVICE OF ITS OWN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE OFFERING DOCUMENTS AND THE SECURITIES OFFERED HEREUNDER.**

(ii) The undersigned understands that the Company is not currently required to register and will not register as an Investment Company under the Investment Company Act of 1940 by way of exemption from definition provided under Section 3(c)1 and/or 3(c)5 of the Investment Company Act.

(iii) The undersigned understands and accepts that: (i) the purchase of the Securities involves various risks, including the risks that there may be no open market for the Securities, or that Subscribers entire investment may be lost; (ii) the Company has no operating history; and (iii) the undersigned may not be able to liquidate his, her or its investment. The undersigned represents that it is able to bear any loss associated with an investment in the Securities.

(iv) The undersigned confirms that it is not relying on any communication (written or oral) of the Company or any of its affiliates, as investment advice or as a recommendation to purchase the Securities. It is understood that information and explanations related to the terms and conditions of the Securities provided in the Offering Documents or otherwise by the Company or any of its affiliates shall not be considered investment advice or a recommendation to purchase the Securities, and that neither the Company nor any of its affiliates is acting or has acted as an advisor to the undersigned in deciding to invest in the Securities. The undersigned acknowledges that neither the Company nor any of its affiliates has made any representation regarding the proper characterization of the Securities for purposes of determining the undersigned's authority to invest in the Securities. The undersigned is entering into this Agreement of its own volition, and after its own proper due diligence.

(v) The undersigned is familiar with the business and financial conditions, projections, and operations of the Company. The undersigned has had access to such information concerning the Company and the Securities as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Securities.

(vi) The undersigned understands that, unless the undersigned notifies the Company in writing to the contrary at or before the Closing, each of the undersigned's representations and warranties contained in this Subscription Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, taking into account all information received by the undersigned.

(vii) The undersigned acknowledges that the Company has the right in its sole and absolute discretion to abandon this private placement or to alter the terms of offering at any time prior to the completion of the offering. If the Company should abandon this private placement, this Subscription Agreement shall thereafter have no force or effect and the Company shall return the previously paid subscription price of the Securities, without interest thereon, to the undersigned.

(viii) The undersigned understands that no federal or state agency has passed upon the merits or risks of an investment in the Securities or made any finding or determination concerning the fairness or advisability of this investment.

(c) **Non-reliance.**

(i) The undersigned represents that it is **NOT** relying on (and will not at any time rely on) any communication (written or oral) of the Company, as investment advice or as a recommendation to purchase the Securities, it being understood that information and explanations related to the terms and conditions of the Securities, the Offering Documents, and the other transaction documents that may have been provided to the undersigned shall **NOT** be considered investment advice or a recommendation to purchase the Securities and is provided "as is" without any warranties. The undersigned is providing this investment after conducting its own due diligence.

(ii) The undersigned confirms that the Company has **NOT** (A) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Securities or (B) made any representation to the undersigned regarding the legality of an investment in the Securities under applicable legal investment or similar laws or regulations. In deciding to purchase the Securities, the undersigned is not relying on the advice or recommendations of the Company and the undersigned has made its own independent decision that the investment in the Securities is suitable and appropriate for the undersigned.

(d) **Status of Undersigned.**

(i) The undersigned has such knowledge, skill and experience in business, financial and investment matters that the undersigned is capable of evaluating the merits and risks of an investment in the Securities. With the assistance of the undersigned's own professional advisors, to the extent that the undersigned has deemed appropriate, the undersigned has made its own legal, tax, accounting, and financial evaluation of the merits and risks of an investment in the Securities and the consequences of this Subscription Agreement. The undersigned has considered the suitability of the Securities as an investment in light of its own circumstances and financial condition and the undersigned is able to bear the risks associated with an investment in the Securities and its authority to invest in the Securities. The undersigned hereby represents and warrants that the undersigned, either by reason of the undersigned's business or financial experience or the business or financial experience of the undersigned's professional advisors (who are unaffiliated with and who are not compensated by the Company or any affiliate of the Company, directly or indirectly) has the capacity to protect the undersigned's own interests in connection with the transaction contemplated hereby.

(ii) The undersigned is an “**Accredited Investor**” as that term is defined under the Securities Act. The undersigned agrees to furnish any additional information requested by the Company or any of its affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Securities. Any information that has been furnished or that will be furnished by the undersigned to evidence its status as an accredited investor is accurate and complete and does not contain any misrepresentation or material omission.

(e) **Restrictions on Transfer or Sale of Securities.** As applies to the Purchaser:

(i) The undersigned is acquiring the Securities solely for the undersigned's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Securities. The undersigned understands that the Securities have not been registered under the Securities Act or any State Securities Laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the undersigned and of the other representations made by the undersigned in this Subscription Agreement. The undersigned understands that the Company is relying upon the representations and agreements contained in this Subscription Agreement (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions.

(ii) The undersigned understands that the Securities are “restricted securities” under applicable federal securities laws and that the Securities Act and the rules of the U.S. Securities and Exchange Commission (the “**Commission**”) provide in substance that the undersigned may dispose of the Securities *only* pursuant to an effective registration statement under the Securities Act or an exemption therefrom (and in any case not before one (1) year from the date of subscription hereof), and the undersigned understands that the Company, at this time, has no obligation or intention to register any of the Securities, or to take action so as to permit sales pursuant to the Securities Act (including Rule 144 thereunder). Accordingly, the undersigned understands that under the Commission's rules, the undersigned may dispose of the Securities principally only in “private placements” which are exempt from registration under the Securities Act, in which event the transferee will acquire “restricted securities” subject to the same limitations as in the hands of the undersigned. Consequently, the undersigned understands that the undersigned must bear the economic risks of the investment in the Securities for an indefinite period of time. The undersigned agrees to hold the Company and its members, manager, officers, employees, controlling persons and agents and their respective heirs, representatives, successors and assigns harmless and to indemnify them against all liabilities, costs and expenses incurred by them as a result of any misrepresentation made by the undersigned contained in this Subscription Agreement or any sale or distribution by the undersigned in violation of the applicable federal securities law, including but not limited to, the Securities Act. The undersigned understands and agrees that in addition to restrictions on transfer imposed by applicable securities laws, the transfer of the Securities will be restricted by the terms of the Offering Documents.

(iii) The undersigned agrees: (A) that the undersigned will not sell, assign, pledge, give, transfer, or otherwise dispose of the Securities or any interest therein, or make any offer or attempt to do any of the foregoing, except pursuant to a registration of the Securities under the Securities Act and all applicable State Securities Laws, or in a transaction which is exempt from the registration provisions of the Securities Act and all applicable State Securities Laws; (B) that the certificates representing the Securities will bear a legend making reference to the foregoing restrictions; and (C) that the Company and its affiliates shall not be required to give effect to any purported transfer of such Securities except upon compliance with the foregoing restrictions.

(iv) The undersigned acknowledges that neither the Company nor any other person offered to sell the Securities to it by means of any form of general solicitation or advertising, including but not limited to: (A) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio or (B) any seminar or meeting whose attendees were invited by any general solicitation or general advertising.

(f) **Further Rights of Redemption and Repurchase of Securities.** The undersigned understands and agrees that the Securities sold hereunder may also be subject to certain rights or redemption or repurchase as may be provided for in the Company Agreement, and the undersigned understands that it must agree to such terms in subscribing to the Company hereunder.

7. Conditions to Obligations of the Undersigned and the Company. The obligations of the undersigned to purchase and pay for the Securities as specified on the Signature Page hereto and of the Company to sell the Securities are subject to the satisfaction at or prior to the Closing of the following conditions precedent: the representations and warranties of the Company contained in **Section 5** hereof and of the undersigned contained in **Section 6** hereof shall be true and correct as of the Closing in all respects with the same effect as though such representations and warranties had been made as of the Closing.

8. Electronic Delivery of Disclosures and Schedule K-1.

(a) The undersigned understands that the Company expects to deliver tax return information, including Schedule K-1s (each, a “**K-1**”) to the undersigned by either electronic mail or some other form of electronic delivery. Pursuant to IRS Rev. Proc. 2012-17 (Feb. 13, 2012), the Undersigned hereby expressly understands, consents to, and acknowledges such electronic delivery of tax returns and related information. Federal law prohibits the Company, the Manager, or their affiliates and designees from disclosing, without consent, undersigned’s tax return information to third parties or use of that information for purposes other than the preparation of the Subscriber’s tax return. As part of subscription to this offering, the Company, the Manager, or their designees may disclose undersigned’s income tax return information to certain other affiliated entities or third-party service providers for tax return preparation and data aggregation purposes. The Company, the Manager, and their designees covenant they will keep and maintain undersigned’s information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure, and will not use such information in violation of law. In executing this Agreement, the undersigned authorizes the Company and the Manager to disclose tax return information to certain third-party entities, their respective successors, affiliates and, or such other third-party service providers as the undersigned may request or as may be required by the Company or the Manager for purposes of completing tax return preparation and K-1 delivery pursuant to this agreement.

(b) The Subscriber’s consent to electronic delivery will apply to all future K–1s unless such consent is withdrawn by the Subscriber.

(c) If for any reason the Subscriber would like a paper copy of the K-1 after the Subscriber has consented to electronic delivery, the Subscriber may submit a request via email to the Manager or send a written request to the same. Requesting a paper copy of the Subscriber’s K-1 will not be treated as a withdrawal of consent

(d) If the Subscriber in the future determines that it no longer consents to electronic delivery, the Subscriber will need to notify the Company so that it can arrange for a paper K-1 to be delivered to the address that the Company then currently has on file. The Subscriber may submit notice via email to the Manager or send a written request to the same. The Subscriber’s consent is considered withdrawn on the date the Company receives the written request to withdraw consent. The Company will confirm the withdrawal and its effective date in writing. A withdrawal of consent

does not apply to a K-1 that was emailed to the Subscriber before the effective date of the withdrawal of consent.

(e) The Company (or the Manager) will cease providing statements to the Subscriber electronically if the Subscriber provides notice to withdraw consent, if the Subscriber ceases to be a Member of the Company, or if regulations change to prohibit the form of delivery.

(f) Subscribers shall be responsible for maintaining and/or updating personal and tax related contact information in the Company's secure online portal, as it may exist from time to time, or for updating and maintaining their information in any other way designated by the Manager from time to time.. The Subscriber will be notified if there are any changes to the contact information of the Company.

(g) The Subscriber's K-1 may be required to be printed and attached to a federal, state, or local income tax return.

9. Obligations Irrevocable. The obligations of the undersigned shall be irrevocable.

10. Legend. The certificates representing the Securities sold pursuant to this Subscription Agreement will be imprinted with a legend in substantially the following form:

“THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS AND THE SECURITIES LAWS OF OTHER JURISDICTIONS, AND IN THE CASE OF A TRANSACTION EXEMPT FROM REGISTRATION, UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT AND SUCH OTHER APPLICABLE LAWS.”

11. Waiver, Amendment. Neither this Subscription Agreement nor any provisions hereof shall be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.

12. Assignability. Neither this Subscription Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by either the Company or the undersigned without the prior written consent of the other party.

13. Waiver of Jury Trial; Dispute Resolution.

(a) THE UNDERSIGNED IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT.

(b) Any dispute, claim, or controversy arising out of or relating to this Agreement, including the negotiation, breach, validity or performance of the Agreement, the rights and obligations contemplated by the Agreement, any claims of fraud or fraud in the inducement, and any claims related to the scope or applicability of this agreement to arbitrate, shall be resolved at the request of any party to this Agreement through a two-step dispute resolution process administered by the American Arbitration Association at a location of the Manager's choosing, first as mediation, then followed if necessary, by final and binding arbitration administered by a panel of three arbitrators (the "**Arbitrator**"). The fees and expenses of the Arbitrator shall be borne by the parties bringing the dispute advanced by them from time to time as required; provided that at the conclusion of the arbitration, the Arbitrator shall award costs and expenses (including the costs of the arbitration previously advanced and the reasonable fees and expenses of attorneys, accountants and other experts) to the prevailing party. No pre-arbitration discovery shall be permitted, except that the Arbitrator shall have the power in his sole discretion, on application by any party, to order pre-arbitration examination solely of those witnesses and documents that any other party intends to introduce in its case-in-chief at the arbitration hearing. The parties shall instruct the Arbitrator to render such arbitrator's award within thirty (30) calendar days following the conclusion of the arbitration hearing. The Arbitrator shall not be empowered to award to any party any damages of the type not permitted to be recovered under this Subscription Agreement in connection with any dispute between or among the parties arising out of or relating in any way to this Subscription Agreement or the transactions arising hereunder, and each party hereby irrevocably waives any right to recover such damages.

14. Submission to Jurisdiction. With respect to any suit, action or proceeding relating to any offers, purchases or sales of the Securities by the undersigned ("**Proceedings**"), the undersigned irrevocably submits to the jurisdiction of the federal or state courts located in the State of Texas, which submission shall be exclusive unless none of such courts has lawful jurisdiction over such Proceedings.

15. Governing Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

16. Section and Other Headings. The section and other headings contained in this Subscription Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Subscription Agreement.

17. Counterparts; Electronic Signature. This Subscription Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this

Agreement. This Agreement, and all other matters before the Members, the Manager, or the Company, may be executed by electronic signature methods, including DocuSign and related methods and each Member hereby accepts such method of execution as legally binding.

18. Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid to the following addresses (or such other address as either party shall have specified by notice in writing to the other):

If to the Company: 115 Camaron St., San Antonio TX 78205,
USA
Attention: DJE IF I MGR, LLC, its Manager
Email: investors@djtexas.com

with a copy to: **M&W Law, PLLC**
5001 LBJ Fwy, Suite 830
Dallas, TX 75244
E-mail: adnan@mwfirm.com
Attention: Adnan Merchant

If to the Purchaser: **Address listed on the Purchaser's signature page.**

19. Binding Effect. The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

20. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the subscription by the Company and the Closing, (ii) changes in the transactions, documents and instruments described in the Offering Documents which are not material or which are to the benefit of the undersigned and (iii) the death or disability of the undersigned. Notwithstanding the foregoing, the warranties, representations and covenants of the Company contained in or made pursuant to this Subscription Agreement shall survive the execution and delivery of this Subscription Agreement and the Closing for a period of one (1) year following the last Closing.

21. Acceptance of Company Agreement. The undersigned agrees that, in addition to the execution and acceptance of this Subscription Agreement, the undersigned must also execute the Company Agreement, accepting and agreeing to all terms therein.

22. Notification of Changes. The undersigned hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the closing of the purchase of the Securities pursuant to this Subscription Agreement which would cause any representation, warranty, or covenant of the undersigned contained in this Subscription Agreement to be false or incorrect.

23. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

This space intentionally left blank. Signature page and ISQ follow.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement as of the Date written below:

Investor Name (Entity or Individual)

By: _____

**Printed Name and Authority (if entity)
of Signatory**

Date Signed

Spousal Signature (*if required*)

By: _____

Printed Name of Spouse

Date Signed

The offer to purchase Securities as set forth above is **confirmed and accepted by the Company:**

By: DJE IF I MGR, LLC,
Manager of DJE Income Fund I, LLC

By: _____
_____, its Authorized Representative

**INVESTOR SUITABILITY QUESTIONNAIRE
IN CONNECTION WITH THE
SUBSCRIPTION AGREEMENT OF
DJE INCOME FUND I, LLC**

This Questionnaire is being distributed to certain individuals and entities, by way of direct distribution, which may be offered the opportunity to subscribe to Membership Interest Units or the equivalent thereof (the “**Securities**”) of **DJE INCOME FUND I, LLC**, a Delaware limited liability company (the “**Company**”). The purpose of this Questionnaire is to assure the Company that all such individuals and entities being offered the Securities will meet the standards required by the Securities Act of 1933, as amended (the “**Act**”), and applicable state securities laws. THIS OFFERING IS BEING MADE IN RELIANCE OF THE EXEMPTION PROVIDED FOR IN R. 506(c) UNDER REGULATION D OF THE ACT. INVESTORS MUST QUALIFY AS ACCREDITED.

All answers will be kept confidential. However, by signing this Questionnaire, the undersigned agrees that this information may be provided by the Company to its legal and financial advisors, and the Company and such advisors may rely on the information set forth in this Questionnaire for purposes of complying with all applicable securities laws and may present this Questionnaire to such parties as it reasonably deems appropriate if called upon to establish its compliance with such securities laws. **The undersigned represents that the information contained herein is complete and accurate to the best knowledge of the undersigned and will notify the Company of any material change in any of such information prior to the undersigned’s investment in the Company.**

Instructions: Please complete this questionnaire as thoroughly as possible. **All questions must be answered.**

- If the appropriate answer is “none” or “not applicable,” so state.
- If you have any questions, please contact the Manager of the Company directly.
- Investors **MUST** separately provide a completed W9 along with a copy of a valid governmental issue photo-ID; entity investors must provide a copy of filed organizational documents

Financial Status Questionnaire begins on the following page.

ERISA REPRESENTATIONS

1. Subscriber is **not** acting on behalf of an entity which is deemed to hold the assets of an “**Employee Benefit Plan**”¹ (which is subject to the fiduciary rules of ERISA) or a “**Plan**”² (e.g., an entity of which 25% or more of any class of equity securities is held by Employee Benefit Plans or Plans, or an insurance company separate account holding “plan assets,” etc.) (each, a “**Benefit Plan Investor**”).
2. Subscriber is **not** a life insurance company using the assets of its general account.

USA PATRIOT ACT COMPLIANCE

1. Name of the bank from which the Subscriber's payment to the Company is being wired (the “**Wiring Bank**”):

2. Is the Wiring Bank located in the United States or another “FATF Country”³?

☐ Yes
☐ No
3. If the Subscriber answered “Yes,” is the Subscriber a customer of the Wiring Bank?

☐ Yes
☐ No

If the Subscriber answered “No” to questions 2 or 3 above, the Subscriber may be required, if the Subscriber is an individual, to produce a copy of a passport or identification card, together with any evidence of the Subscriber's address, such as a utility bill or bank statement, and date of birth. If the Subscriber is an entity, the Subscriber may be required to produce a certified copy of the Subscriber's certificate of incorporation, articles of association (or the equivalent) or certificate of formation or limited partnership (or the equivalent), and the names, occupations, dates of birth and residential and business addresses of all directors.

¹ Any plan, fund, or program established or maintained by an employer or employee organization for the purpose of providing pension, welfare or similar benefits (i.e., deferred compensation arrangements) to employees, which is subject to the fiduciary rules of the U.S. Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”).

² An individual retirement account (“**IRA**”), a Keogh plan or any other plan subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the “**Code**”).

³ The current list of countries that are members of the Financial Action Task Force on Money Laundering (each an “**FATF Country**”) may be found here: <https://www.fatf-gafi.org/countries/>. The list of FATF Countries may be expanded to include future FATF members and FATF compliant countries, as appropriate.

PRIVACY NOTICE; BANKING DISCLOSURE

The Manager is committed to protecting your privacy and maintaining the confidentiality and security of your personal information, and in connection therewith, this Privacy Policy is observed by the Manager. This Privacy Policy explains the manner in which the Manager collects, utilizes, and maintains nonpublic personal information about its investors (“**Investors**”), as required under Federal Law. “**Manager**” collectively refers to the Manager and “**Company**” collectively refers to each investment account, partnership, limited liability company or fund for which the Manager serves as Manager, managing member, or manager.

Collection of Investor Information

The Manager may collect personal information about its Investors from the following sources:

1. Subscription forms, investor questionnaires, account forms, and other information provided by the Investor in writing, in person, by telephone, electronically or by any other means. This information includes name, address, employment information, and financial and investment qualifications;
2. Transactions within the Company, including account balances, investments, distributions and fees;
3. Other interactions with the Manager's affiliates (for example, discussions with our staff and affiliated broker-dealer); and
4. Verification services and consumer reporting agencies, including an Investor's creditworthiness or credit history.

Disclosure of Nonpublic Personal Information

The Manager may share nonpublic personal information about investors or potential investors in the Company with affiliates and third party service providers engaged by the Manager for the Company solely for administrative, tax, accounting, or legal reasons, in each case only as permitted by law. The Manager does not disclose nonpublic personal information about investors or potential investors in the Company to nonaffiliated third parties, except as permitted by law (for example, to service providers who provide services to the Investor or the Investor's account).

The Manager may share nonpublic personal information, without an Investor's consent, with affiliated and nonaffiliated parties in the following situations, among others:

1. To respond to a subpoena or court order, judicial process or regulatory inquiry;
2. In connection with a proposed or actual sale, merger, or transfer of all or a portion of its business;
3. To protect or defend against fraud, unauthorized transactions (such as money laundering), law suits, claims or other liabilities;
4. To service providers of the Manager in connection with the administration and operations of the Manager, the Company and other Manager products and services, which may include brokers, attorneys, accountants, auditors, administrators or other professionals;
5. To assist the Manager in offering Manager-affiliated products and services to its Investors;

6. To process or complete transactions requested by an Investor; and
7. For any proper purpose as contemplated by or permitted under the applicable Company offering, governing, or organizing documents.

Former Customers and Investors

The same Privacy Policy applies to former Investors.

Protection of Investor Information

The Manager maintains procedural safeguards that are reasonably prudent to protect nonpublic personal information. The Manager restricts access to the personal and account information of Investors to those parties who need to know that information in the course of their job responsibilities.

Further Information

The Manager reserves the right to change this Privacy Policy at any time. The examples contained within this Privacy Policy are illustrations and are not intended to be exclusive. This Privacy Policy complies with Federal Law regarding privacy. You may have additional rights under other foreign or domestic laws that may apply to you. All questions should be directed to the Manager.

Banking Disclosure

The Manager shall cause the Company to open and maintain a bank account (or accounts) at an FDIC insured banking institution in the United States, in which all Subscriber funds shall be collected. However, all Members acknowledge, understand, and agree that the Manager cannot and will not guarantee the safe deposit and keeping of all funds outside of reasonably due care, which generally entails ensuring correct receipts and deposits into the account(s) of the Company. The Manager, the Sponsor, and the Company are not responsible for the actions (or omissions) or events that occur with the banking institutions in which the Company's funds are deposited.

Signature Page Follows.

The undersigned, in executing this Investor Suitability Questionnaire, hereby affirms and certifies each of the representations and warranties provided for above, as well as understands and agrees to all notices and disclaimers provided herein. Investors may be required to make certain additional representations and to satisfy that they are an accredited investor as described herein and may be required to make certain additional representations at the request of Company. The suitability standards referred to above are minimum requirements; the satisfaction of such standards does not mean that an investment in the company is a suitable investment for an investor. The Company, in its sole and absolute discretion, has the authority to accept or reject an investor hereunder. In addition, the Company may revoke the offer made and refuse to sell any securities to a prospective investor for any other reason whatsoever.

The undersigned has executed this **Investor Suitability Questionnaire** in connection with the Subscription Agreement of DJE Income Fund I, LLC, as of the date written below.

Name of Investor

(Signature)

Name of Signing Party (Please Print)

Title of Signing Party (Please Print)

Date Signed