SUBSCRIPTION INSTRUCTIONS

Returning the PPM – one of the following ways:

1) Electronically complete in Viking's investor portal and it will be automatically returned
2) Scan and email a copy to invest@vikingcapllc.com

Funding

1) Funds should be wired within 3 business days of signing the PPM.
2) If wiring from a business account or anything other than a personal account, please list the name of the investor in the reference for identification purposes.
3) Wire all funds to the following **(Call 201-978-7434 to confirm wire details)**:
   Bank Name:
   Name on Account: **Hyro Holdings LLC**
   Account Number: 1858919106
   Routing Number: 055001096
   Account Holder Address (if required):
   1934 Old Gallows Rd., Suite 350, Vienna, VA 22182

Check one of the Boxes Below:
Investing as: □ Individual □ Entity or Trust

Recipient:_____

CONFIDENTIAL FOR RECIPIENT'S USE ONLY

Hyro Holdings LLC

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Hyro Holdings LLC

$20,000,000.00 Offering

Class A, Class B, and Class C Units

THIS PRIVATE PLACEMENT MEMORANDUM (THIS "MEMORANDUM") IS CONFIDENTIAL AND IS NOT TO BE SHOWN OR GIVEN TO ANY PERSON OTHER THAN THE PERSON WHO IS AN INTENDED RECIPIENT (AND THAT INTENDED RECIPIENT'S PROFESSIONAL ADVISERS FOR THE SOLE BENEFIT OF SUCH INTENDED RECIPIENT) AND IS NOT TO BE COPIED OR OTHERWISE REPRODUCED.

FAILURE TO COMPLY WITH THIS DIRECTIVE COULD RESULT IN A VIOLATION OF THE SECURITIES ACT OF 1933 ("ACT"), AS AMENDED. THE OFFERING DESCRIBED IN THIS MEMORANDUM DOES NOT CONSTITUTE A SOLICITATION OR AN OFFER TO SELL SECURITIES IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH A SOLICITATION OR OFFER IS NOT AUTHORIZED. INVESTORS SHOULD REVIEW THEIR STATE SPECIFIC JURISDICTIONAL LEGENDS AS PROVIDED FOR IN THIS MEMORANDUM.

THE COMPANY INTENDS TO HAVE ITS SECURITIES OFFERED UNDER THIS MEMORANDUM TO RELY UPON AN EXEMPTION FROM REGISTRATION AND/OR QUALIFICATION UNDER THE ACT. THE SECURITIES OFFERED HEREIN HAVE NOT BEEN APPROVED, DISAPPROVED, ENDORSED, OR RECOMMENDED BY THE SECURITIES AND EXCHANGE COMMISSION ("SEC") OR BY A STATE SECURITIES ADMINISTRATOR. YOU SHOULD MAKE AN INDEPENDENT DECISION WHETHER THE OFFERING MEETS YOUR INVESTMENT OBJECTIVES AND FINANCIAL RISK TOLERANCE. NEITHER THE SEC NOR A STATE SECURITIES ADMINISTRATOR HAS CONFIRMED THE ACCURACY OR TRUTHFULNESS OF THIS MEMORANDUM, OR WHETHER IT IS COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS ILLEGAL.

This document serves as record of my receipt of the Memorandum dated February __, 2024, for Hyro Holdings, LLC, a Delaware limited liability company (the "Company"). The recipient shall be presented with a copy of the document dated February __, 2024, containing Subscription Instructions, Subscription Agreement, Investor Questionnaire, and LLC Agreement.

The recipient of this Memorandum agrees to maintain in confidence the information set forth in this document, together with any other non-public information regarding the Company obtained relating to the Company, its affiliates or its agents, during the course of the proposed offering, and to return this document to the Company in the event that the recipient does not elect to participate in the offering.

Hyro Holdings LLC
c/o Hyro Holdings Manager LLC
1934 Old Gallows Rd., Suite 350
Vienna, VA 22182
invest@vikingcapllc.com

Maximum Aggregate Offering
$20,000,000
20,000,000 Class A, Class B, and Class C Units

1 Class A, Class B, or Class C Unit = $1,000

Class A Units have a non-compounding, cumulative
Preferred Return of 11% with equity share

Minimum Investment Amount for Class A Units:
50 Class A Units ($50,000.00)

Class B Units have a non-compounding, cumulative
Preferred return of 12% with equity share

Minimum Investment Amount for Class B Units:
100 Class A Units ($100,000.00)

Class C Units have a non-compounding, cumulative
Preferred return of 13% with equity share

Minimum Investment Amount for Class C Units:
250 Class C Units ($250,000.00)

Offering represents 50% of all interests in Hyro Holdings LLC

Hyro Holdings LLC

Hyro Holdings LLC (the "Company") is hereby offering for sale up to 20,000 Class A, B, and Class C Units and to up to one hundred (100) beneficial owners pursuant to Section 3(c)(1) of the Investment Company Act of 1940 (the "Investment Company Act"). The price is $1,000 per Class A, Class B, and Class C Unit with a minimum purchase as stated above, unless waived by the Manager. The offering is only available to accredited investors as that term is defined under the Securities Act of 1933, as amended, (The "Securities Act") Rule 501 and select amount of qualified sophisticated, non-accredited investors, with Subscription acceptance to be determined at the Manager's sole discretion.

> *The Offering, unless extended, will be terminated on December 31, 2024 (the "End Date"). The Company may accept or reject these subscriptions obtained in the Offering in whole or in part for any reason. Except as required by certain state's securities laws, subscriptions which are accepted by the Company may not be withdrawn by any subscriber.*

These securities are offered pursuant to an exemption from registration with the United States Securities and Exchange Commission (the "Commission") contained in section 4(a)(2) of the Securities Act of 1933 and Rule 506 of Regulation D promulgated thereunder. No registration statement or application to register these securities has been or will be filed with the Commission or any state securities commission. These securities are subject to restrictions of 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 the registration or exemption there from. Investors should be aware that they may be required to bear the financial risk of this investment. Furthermore, this Company will not be registered as an Investment Company and will claim an exemption from registration as an Investment Company pursuant to Section 3(c)(1) of the Investment Company Act, consequently, investors will not be afforded certain protections in the event the Company did register as an Investment Company.

THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE U.S. SECURITIES AND EXCHANGE COMMISSION DOES NOT PASS UPON THE MERITS OF ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR OR SELLING LITERATURE. THESE SECURITIES ARE OFFERED UNDER AN EXEMPTION FROM REGISTRATION; HOWEVER, THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THESE SECURITIES ARE EXEMPT FROM REGISTRATION.

General Solicitation under Rule 506(c)

The Company will file a Form D with the Securities and Exchange Commission, in which the Company will elect to proceed under Rule 506(c) to allow the Company to engage in general solicitation. In order to take advantage of the general solicitation and advertising provisions under Rule 506(c), the Company must take reasonable steps to verify that all the investors in the Company are Accredited Investors. This means two things: first, that the Company's investors are not able to self-certify that they are Accredited Investors by simply filling out a questionnaire; and second, that the Company must take reasonable steps to verify Accredited Investor status. The Company will still require that the Company's investors deliver to the Company a status certification letter, in a form acceptable to the Company's Manager, verifying that each investor is an Accredited Investor. This requirement cannot and will not be waived by the Company or the Company's Manager. If an investor is not willing to supply the required status certification letter, an investment in the Company may not be a suitable investment for the investor. The status certification letter must be submitted by an acceptable third party, which will be coordinated by the Sponsor(s) via a 3rd party licensed verification company. The Company will also deem the following to be acceptable third-party submitters of status certification letters - (1) registered broker-dealer; (2) registered investment adviser; (3) licensed attorney; and (4) certified public accountant.

100 Beneficial Owners under Section 3(c)(1)

The Company will claim an exemption from registration as an Investment Company pursuant to Section 3(c)(1) under the Investment Company Act of 1940 ("Investment Company Act") which will limit the Company's offering of securities to no more than one hundred (100) beneficial owners. The SEC has provided guidance over the years on the definition of "beneficial owner" and while the term generally has the meaning that one beneficial owner is equivalent to one natural person whether invested directly or through a legal entity, there are certain instances where a natural person is not counted as a beneficial owner or is counted collectively with another legal person or entity. Such instances include: (1) spouses who jointly own interests in the Company will be regarded as one beneficial owner; (2) persons who acquire interests through a gift, legal separation, divorce, death, or other involuntary event, the beneficial owner is deemed to be the person from whom the transfer was made; (3) employee benefit plans if an employee's contribution in such plan in involuntary and/or noncontributory, and if plan fiduciary has ability to control investment without control by any plan participant, then such plan is deemed as one beneficial owner; (4) multiple ownership interest by a single natural person in multiple capacities shall be treated as one beneficial owner; (5) managerial, general partner interests, or interests held by a manager or general partner shall not be count towards the beneficial ownership limit. Investors who invest through legal entities must disclose all beneficial owners prior to investment in order for the Company to make the appropriate assessment to ensure regulatory compliance.

NOTES TO COVER PAGE

The Offering is not underwritten and is being offered on a “best efforts” basis by the Company through its managers and officers. The Company has set a Maximum Subscription amount of $20,000,000.00. All proceeds from the sale of Investor Units will immediately be available for use by the Company at its discretion. The Company reserves the right to pay expenses related to this Offering from the proceeds of the Offering.

- The minimum subscription requirement for Class A is $50,000 for 50 Class A Units, unless waived by the Manager.
- The minimum subscription requirement for Class B is $100,000 for 100 Class B Units, unless waived by the Manager.
- The minimum subscription requirement for Class C is $250,000 for 250 Class C Units, unless waived by the Manager.
- The Company anticipates approximately $40,000.00 in estimated legal, accounting, printing, and other expenses to be incurred in this Offering.
- The Class A, Class B, and Class C Units are being offered for sale by the Company on a "best efforts" basis.

Table of Contents

CONSIDERATIONS

THIS MEMORANDUM IS FURNISHED ON A CONFIDENTIAL BASIS FOR THE PURPOSE OF EVALUATING AN INVESTMENT IN THE COMPANY AND MAY NOT BE USED FOR ANY OTHER PURPOSE. THIS MEMORANDUM AND THE INFORMATION CONTAINED HEREIN MAY NOT BE REPRODUCED, OR DISTRIBUTED, IN WHOLE OR IN PART, FOR ANY OTHER PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF THE MANAGER, AND ALL RECIPIENTS AGREE THEY WILL KEEP CONFIDENTIAL ALL INFORMATION CONTAINED HEREIN NOT ALREADY IN THE PUBLIC DOMAIN AND WILL USE THIS MEMORANDUM FOR THE SOLE PURPOSE OF EVALUATING A POSSIBLE INVESTMENT IN THE COMPANY. ACCEPTANCE OF THIS MEMORANDUM BY PROSPECTIVE INVESTORS CONSTITUTES AN AGREEMENT TO BE BOUND BY THE TERMS HEREIN. EACH RECIPIENT OF THIS MEMORANDUM AGREES TO USE ITS BEST EFFORTS TO RETURN THIS MEMORANDUM AND ALL RELATED MATERIALS TO THE MANAGER IF SUCH RECIPIENT DOES NOT PURCHASE ANY INTERESTS IN THE COMPANY.

THIS MEMORANDUM HAS BEEN PREPARED FOR THE BENEFIT OF PERSONS INTERESTED IN THE OFFERING DESCRIBED HEREIN AND MAY NOT BE USED FOR ANY OTHER PURPOSE. ANY REPRODUCTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DISCLOSURE OF ITS CONTENTS, WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE MANAGER, TO ANYONE OTHER THAN REPRESENTATIVES OF THE OFFEREE DIRECTLY CONCERNED WITH THE DECISION REGARDING SUCH INVESTMENT WHO HAVE AGREED TO ABIDE BY THE FOREGOING RESTRICTIONS IS PROHIBITED. EACH OFFEREE, BY ACCEPTING THIS MEMORANDUM, AGREES TO RETURN IT PROMPTLY UPON REQUEST.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED IN OR AUTHORIZED BY THIS MEMORANDUM. ANY INFORMATION NOT CONTAINED HEREIN OR AUTHORIZED HEREBY MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY OR ITS MANAGER. THE DELIVERY OF THIS MEMORANDUM WILL NOT, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE MATTERS DISCUSSED HEREIN SINCE THE DATE HEREOF.

THE UNITS ARE BEING OFFERED FOR SALE TO ACCREDITED INVESTORS ONLY, SUBJECT TO THE COMPANY'S RIGHT TO REJECT SUBSCRIPTIONS IN WHOLE OR IN PART. SEE "SUITABILITY STANDARDS". THE MINIMUM SUBSCRIPTION IS STATED HEREIN UNLESS WAIVED BY THE MANAGER IN ITS SOLE DISCRETION. THE SECURITIES OFFERED HEREBY WILL BE SOLD SUBJECT TO THE PROVISIONS OF A SUBSCRIPTION AGREEMENT ("THE SUBSCRIPTION AGREEMENT") CONTAINING CERTAIN REPRESENTATIONS, WARRANTIES, TERMS, AND CONDITIONS. ANY INVESTMENT IN THE SECURITIES OFFERED HEREBY SHOULD BE MADE ONLY AFTER A COMPLETE AND THOROUGH REVIEW OF THE PROVISIONS OF THE SUBSCRIPTION AGREEMENT.

THE DISTRIBUTION OF THIS MEMORANDUM AND THE OFFER AND SALE OF THE UNITS IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAW. THIS MEMORANDUM IS SUBMITTED IN CONNECTION WITH THE PRIVATE PLACEMENT OF INTERESTS IN THE COMPANY AND DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY JURISDICTION TO ANY PERSON TO WHOM SUCH OFFER OR SOLICITATION WOULD BE UNLAWFUL. THE INTERESTS ARE OFFERED SUBJECT TO THE RIGHT OF THE MANAGER TO REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART. UNITS THAT ARE ACQUIRED BY PERSONS NOT ENTITLED TO HOLD THEM MAY BE COMPULSORILY REDEEMED.

THIS MEMORANDUM SHOULD BE READ IN CONJUNCTION WITH THE COMPANY AGREEMENT, COMPANY BUSINESS OVERVIEW, AND SUBSCRIPTION AGREEMENTS (THE "OFFERING DOCUMENTS"). TO THE EXTENT THAT STATEMENTS MADE IN THIS

MEMORANDUM ATTEMPT TO SUMMARIZE PROVISIONS OF THE COMPANY AGREEMENT OR ANY OTHER OFFERING DOCUMENTS, THEY ARE QUALIFIED IN THEIR ENTIRETY BY AND MUST BE READ SUBJECT TO SUCH PROVISIONS IN THE OFFERING DOCUMENTS. TO THE EXTENT THAT THERE IS ANY INCONSISTENCY BETWEEN THIS MEMORANDUM AND THE COMPANY AGREEMENT, THE PROVISIONS OF THE COMPANY AGREEMENT WILL PREVAIL.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY OR THE MANAGER, OR ANY OF THEIR RESPECTIVE AGENTS OR REPRESENTATIVES, AS LEGAL, BUSINESS, FINANCIAL, TAX OR OTHER ADVICE. PRIOR TO INVESTING IN THE INTERESTS, A PROSPECTIVE INVESTOR IS STRONGLY URGED TO CONSULT WITH, AND MUST RELY UPON, HIS, HER OR ITS OWN ATTORNEY AND FINANCIAL AND TAX ADVISORS TO FULLY UNDERSTAND THE CONSEQUENCES OF AN INVESTMENT IN THE UNITS AND ARRIVE AT HIS, HER OR ITS OWN EVALUATION OF THE INVESTMENT, INCLUDING THE MERITS AND RISKS INVOLVED.

INVESTMENT IN THE INTERESTS WILL INVOLVE A HIGH DEGREE OF RISK DUE TO, AMONG OTHER THINGS, THE NATURE OF THE COMPANY'S INVESTMENTS. PROSPECTIVE INVESTORS SHOULD PAY PARTICULAR ATTENTION TO THE INFORMATION IN "RISK FACTORS" 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 SUCH 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. EACH PROSPECTIVE INVESTOR MUST RELY ON HIS/HER/ITS OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

ALL PURCHASERS MUST CONTINUE TO BEAR THE ECONOMIC RISK OF THE INVESTMENT IN THE UNITS FOR AN INDEFINITE PERIOD OF TIME AND BE ABLE TO WITHSTAND A TOTAL LOSS OF THEIR INVESTMENT. THE UNITS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF REGISTRATION OR AN OPINION OF COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.

AN INVESTMENT IN THE UNITS IS SUITABLE ONLY FOR INVESTORS OF SUBSTANTIAL MEANS WHO HAVE NO NEED OF LIQUIDITY IN THEIR INVESTMENT. SEE THE SECTION ENTITLED "SUITABILITY STANDARDS." THE UNITS ARE SPECULATIVE SECURITIES, AND THE INVESTMENT IN THE UNITS INVOLVES A HIGH DEGREE OF RISK.

THE MANAGER WILL MAKE AVAILABLE TO EACH PROSPECTIVE INVESTOR OR SUCH INVESTOR'S REPRESENTATIVE DURING THIS OFFERING AND PRIOR TO THE SALE OF ANY INTERESTS, THE OPPORTUNITY TO ASK QUESTIONS AND RECEIVE ANSWERS CONCERNING THE TERMS AND CONDITIONS OF AN INVESTMENT IN THE COMPANY OR ANY OTHER RELEVANT MATTERS, AND TO OBTAIN ANY ADDITIONAL INFORMATION (TO THE EXTENT THAT THE MANAGER POSSESSES SUCH INFORMATION OR CAN OBTAIN IT WITHOUT UNREASONABLE EFFORT OR EXPENSE) NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION IN THIS MEMORANDUM.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION WOULD BE UNLAWFUL. IN ADDITION, THIS MEMORANDUM CONSTITUTES AN OFFER ONLY TO THE PERSON WHOSE NAME APPEARS IN THE SPACE MARKED "RECIPIENT" ON THE COVER PAGE. PROSPECTIVE

INVESTORS SHOULD NOT CONSTRUE THE CONTENTS OF THIS MEMORANDUM, OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY OR ANY OF ITS AGENTS, OFFICERS OR REPRESENTATIVES, AS LEGAL OR TAX ADVICE; EACH OFFEREE SHOULD CONSULT HIS OWN ADVISORS AS TO LEGAL, TAX, AND RELATED MATTERS CONCERNING AN INVESTMENT IN THE COMPANY.

ALL INFORMATION CONTAINED HEREIN, INCLUDING ANY ESTIMATES OR PROJECTIONS, IS BASED UPON INFORMATION PROVIDED BY THE MANAGER OR THIRD PARTIES. CERTAIN OF THE ECONOMIC AND FINANCIAL MARKET INFORMATION CONTAINED HEREIN HAS BEEN OBTAINED FROM PUBLISHED SOURCES AND/OR PREPARED BY OTHER PARTIES. WHILE SUCH SOURCES ARE BELIEVED TO BE RELIABLE, NONE OF THE COMPANY, THE MANAGER, SPONSOR, OR THEIR RESPECTIVE AFFILIATES OR ANY OTHER PERSON ASSUMES ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AND NO REPRESENTATION OR WARRANTY IS MADE WITH RESPECT THERETO. UNLESS OTHERWISE SPECIFIED HEREIN OR IN A SUPPLEMENT TO THIS MEMORANDUM, ALL INFORMATION CONTAINED IN THIS MEMORANDUM RELATING TO THE COMPANY, THE MANAGER, THE SPONSOR OR THEIR AFFILIATES HAS BEEN COMPILED AS OF THE DATE SET FORTH ON THE COVER PAGE OF THIS MEMORANDUM.

ANY TARGETED RETURNS, PROJECTIONS OR OTHER FORECASTS CONTAINED HEREIN ARE BASED ON SUBJECTIVE ESTIMATES AND ASSUMPTIONS ABOUT CIRCUMSTANCES AND EVENTS THAT HAVE NOT YET TAKEN PLACE, MAY NEVER TAKE PLACE, AND ARE SUBJECT TO MATERIAL VARIATION. ACCORDINGLY, THERE CAN BE NO ASSURANCE THAT ANY PROJECTED, TARGETED OR FORECASTED RESULTS WILL BE ATTAINED. TARGETED OR POTENTIAL PERFORMANCE RESULTS MAY NOT BE ACHIEVED, AND THERE CAN BE NO ASSURANCE THAT THE COMPANY OR INVESTORS IN THE COMPANY WILL ACHIEVE FAVORABLE RESULTS. THE MANAGER BELIEVES THERE IS A SOUND BASIS FOR THE TARGETED RETURNS CONTAINED HEREIN.

THIS MEMORANDUM CONTAINS "FORWARD-LOOKING" STATEMENTS AS DEFINED IN SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED. FOR THIS PURPOSE, ANY STATEMENTS CONTAINED IN THIS MEMORANDUM THAT ARE NOT STATEMENTS OF HISTORICAL FACT SHALL BE DEEMED TO BE FORWARD-LOOKING STATEMENTS. WORDS SUCH AS "BELIEVES," "ANTICIPATES," "PLANS," "EXPECTS," "WILL," "TARGETS," AND SIMILAR EXPRESSIONS IDENTIFY FORWARD-LOOKING STATEMENTS. THERE ARE A NUMBER OF IMPORTANT FACTORS THAT COULD CAUSE THE RESULTS OF OUTSTANDING AND FUTURE INVESTMENTS, WITHIN AND OUTSIDE OF THE COMPANY, TO DIFFER MATERIALLY FROM THOSE INDICATED BY THESE FORWARD- LOOKING STATEMENTS, INCLUDING WITHOUT LIMITATION, FACTORS SET FORTH IN THE "RISK FACTORS" SECTIONS OF THIS MEMORANDUM. ALL FORWARD-LOOKING STATEMENTS INCLUDED HEREIN ARE BASED ON INFORMATION AVAILABLE ON THE DATE HEREOF AND NEITHER THE COMPANY NOR THE MANAGER OR THEIR RESPECTIVE AFFILIATES ASSUMES ANY DUTY TO UPDATE ANY FORWARD-LOOKING STATEMENT.

ANY PRIOR INVESTMENT RESULTS AND RETURNS OF COLLECTIVE INVESTMENT VEHICLES MANAGED BY THE SPONSORS OR ITS AFFILIATES MAY BE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE NOT NECESSARILY INDICATIVE OF THE COMPANY'S POTENTIAL INVESTMENT RESULTS. ALL PRIOR INVESTMENT RESULTS ARE APPROXIMATES AND HAVE BEEN INTERNALLY PREPARED BY AFFILIATES OF THE MANAGER AND ARE NOT AUDITED. PAST PERFORMANCE IS NO GUARANTEE OF FUTURE RESULTS.

VARNUM LLP HAS BEEN RETAINED TO ACT AS COUNSEL TO THE COMPANY AND THE MANAGER IN CONNECTION WITH THE COMPANY'S ORGANIZATION, AND WILL BE ACTING AS COUNSEL TO THE COMPANY, THE MANAGER AND THE SPONSORS. SUCH COUNSEL WILL

NOT BE ENGAGED TO PROTECT THE INTERESTS OF PROSPECTIVE INVESTORS OR INVESTORS AND SHOULD NEVER BE VIEWED AS REPRESENTING ANY PROSPECTIVE INVESTOR IN THE COMPANY OR ANY INVESTOR OF THE COMPANY. INVESTORS AND PROSPECTIVE INVESTORS SHOULD CONSULT WITH AND RELY UPON THEIR OWN COUNSEL CONCERNING INVESTMENT IN THE COMPANY, INCLUDING, WITHOUT LIMITATION, TAX CONSEQUENCES TO THEM AND ERISA AND OTHER ISSUES RELATING TO ANY INVESTMENT IN THE COMPANY. INVESTORS HEREIN WAIVE THE RIGHT TO DISQUALIFY SUCH COUNSEL FROM REPRESENTING THE COMPANY, THE MANAGER AND THEIR AFFILIATES IN CONNECTION WITH THE COMPANY AND SUCH UNRELATED MATTERS.

THIS MEMORANDUM SUPERSEDES ANY AND ALL PREVIOUSLY PROVIDED INFORMATION (WRITTEN OR ORAL).

THIS MEMORANDUM SUPERSEDES AND REPLACES IN THEIR ENTIRETY ANY AND ALL OFFERING MATERIALS AND PRIOR CORRESPONDENCE RELATED TO AN OFFERING OF INTERESTS OF THE COMPANY.

THE COMPANY WILL MAKE AVAILABLE TO ANY PROSPECTIVE INVESTOR, PRIOR TO THE CLOSING, THE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE COMPANY OR PERSONS ACTING ON BEHALF OF THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING, THE BUSINESS AND OPERATIONS OF THE COMPANY, AND TO OBTAIN ANY ADDITIONAL INFORMATION TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION.

THIS MEMORANDUM AND ATTACHMENTS CONTAIN SUMMARIES, BELIEVED BY THE COMPANY TO BE ACCURATE, OF CERTAIN AGREEMENTS AND OTHER DOCUMENTS WHICH ARE IDENTIFIED UNDER "ADDITIONAL INFORMATION". ALL SUCH SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO SUCH AGREEMENTS OR DOCUMENTS REFERRED TO HEREIN, WHICH DOCUMENTS WILL BE AVAILABLE TO PROSPECTIVE INVESTORS. THIS MEMORANDUM DOES NOT PURPORT TO BE ALL-INCLUSIVE OR CONTAIN ALL OF THE INFORMATION, WHICH A PROSPECTIVE INVESTOR MAY DESIRE. THE DELIVERY OF THIS MEMORANDUM AT ANY TIME DOES NOT IMPLY THAT INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE.

EACH PERSON RECEIVING THIS MEMORANDUM ACKNOWLEDGES THAT (i) SUCH PERSON HAS BEEN AFFORDED AN OPPORTUNITY TO REQUEST FROM THE COMPANY AND TO REVIEW, AND HAS RECEIVED, ALL ADDITIONAL INFORMATION CONSIDERED BY IT TO BE NECESSARY TO VERIFY THE ACCURACY AND COMPLETENESS OF THE INFORMATION INCLUDED OR INCORPORATED BY REFERENCE HEREIN, AND (ii) EXCEPT AS PROVIDED PURSUANT TO (i) ABOVE, NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION CONCERNING THE UNITS OFFERED HEREBY OTHER THAN THOSE CONTAINED HEREIN AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATION SHOULD NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY.

THIS OFFERING IS MADE SUBJECT TO WITHDRAWAL, CANCELLATION, OR MODIFICATION BY THE COMPANY WITHOUT NOTICE AND SOLELY AT THE COMPANY'S DISCRETION. THE COMPANY RESERVES THE RIGHT TO REJECT ANY SUBSCRIPTION OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE NUMBER OF UNITS SUBSCRIBED FOR BY SUCH PROSPECTIVE INVESTOR.

THERE IS NO PUBLIC MARKET FOR THE SECURITIES OFFERED HEREBY, AND THERE IS NO ASSURANCE THAT ONE WILL EVER DEVELOP. FURTHERMORE, THE TRANSFERABILITY OF

THESE SECURITIES IS SEVERELY RESTRICTED BY APPLICABLE SECURITIES LAWS. (SEE "RISK FACTORS") THE OFFEREE, BY ACCEPTING DELIVERY OF THIS MEMORANDUM, AGREES TO RETURN IT AND ALL ENCLOSED DOCUMENTS TO THE COMPANY, IF THE OFFEREE DOES NOT SUBSCRIBE FOR UNITS WITHIN THE TIME PERIOD STATED BELOW.

THE INCOME TAX LAWS APPLICABLE TO LIMITED LIABILITY COMPANIES AND THEIR MEMBERS ARE COMPLEX. PROSPECTIVE INVESTORS IN THE COMPANY ARE URGED TO CONSULT WITH, AND MUST DEPEND SOLELY UPON, THEIR OWN TAX ADVISERS WITH RESPECT TO THE TAX CONSEQUENCES TO THEM OF INVESTING IN THE COMPANY. WHILE PROSPECTIVE INVESTORS ARE INVITED TO QUESTION THE COMPANY CONCERNING THE PROPOSED STRUCTURE OF THE COMPANY AND POTENTIAL TAX ISSUES RELATED TO THE OFFERING, THE COMPANY DISCLAIMS ANY OBLIGATION TO PROVIDE, AND IS NOT PROVIDING, A PROSPECTIVE INVESTOR WITH TAX ADVICE IN RESPECT OF THE TAX CONSEQUENCES OF AN INVESTMENT IN THE COMPANY. ADDITIONALLY, NO RULINGS FROM THE INTERNAL REVENUE SERVICE AND NO OPINIONS OF COUNSEL HAVE BEEN SOUGHT NOR WILL ANY BE OBTAINED IN RESPECT OF THE TAX CONSEQUENCES OF AN INVESTMENT IN THE COMPANY.

PROSPECTIVE INVESTORS WILL BE REQUIRED TO REPRESENT IN THE SUBSCRIPTION MATERIALS THAT THEY UNDERSTAND THE NATURE OF THE INVESTMENT AND ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO CONSULT WITH THEIR TAX OR LEGAL ADVISERS PRIOR TO INVESTING IN THE COMPANY.

PROSPECTIVE FOREIGN INVESTORS WILL HAVE THE TAXABLE PORTION OF THEIR RETURN WITHHELD BY THE COMPANY IN COMPLIANCE WITH FEDERAL TAX AUTHORITY.

PROSPECTIVE INVESTORS' INVESTMENTS BECOME IRREVOCABLE FOR ANY BLUE SKY AND/OR SEC FILINGS UPON TIME OF SUBSCRIPTION.

PROSPECTIVE INVESTORS ARE STRONGLY ADVISED TO CONSULT WITH THEIR TAX OR LEGAL ADVISERS WITH RESPECT TO THE UNITED STATES FEDERAL, STATE, AND LOCAL TAX CONSEQUENCES OF AN INVESTMENT IN THE COMPANY.

CIRCULAR 230 NOTICE: THE DISCUSSION CONTAINED IN THIS MEMORANDUM IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING U.S. FEDERAL, STATE, OR LOCAL TAX PENALTIES. THIS MEMORANDUM IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED IN THIS MEMORANDUM. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

CONSIDERATION CONCLUSION

THE INFORMATION CONTAINED IN THIS OFFERING MEMORANDUM IS CONFIDENTIAL AND PROPRIETARY TO THE COMPANY AND IS BEING SUBMITTED TO PROSPECTIVE INVESTORS IN THE COMPANY SOLELY FOR SUCH INVESTORS' CONFIDENTIAL USE WITH THE EXPRESS UNDERSTANDING THAT, WITHOUT THE PRIOR WRITTEN PERMISSION OF THE COMPANY, SUCH PERSONS WILL NOT RELEASE THIS DOCUMENT OR DISCUSS THE INFORMATION CONTAINED HEREIN OR MAKE REPRODUCTIONS OF OR USE THIS OFFERING MEMORANDUM FOR ANY PURPOSE OTHER THAN EVALUATING A POTENTIAL INVESTMENT IN THE UNITS.

A PROSPECTIVE INVESTOR, BY ACCEPTING DELIVERY OF THIS OFFERING MEMORANDUM, AGREES PROMPTLY TO RETURN TO THE COMPANY THIS OFFERING MEMORANDUM AND ANY OTHER DOCUMENTS OR INFORMATION FURNISHED IF THE PROSPECTIVE INVESTOR ELECTS NOT TO PURCHASE ANY OF THE UNITS OFFERED HEREBY.

THE INFORMATION PRESENTED HEREIN WAS PREPARED BY THE COMPANY AND IS BEING FURNISHED BY THE COMPANY SOLELY FOR USE BY PROSPECTIVE INVESTORS IN CONNECTION WITH THE OFFERING. NOTHING CONTAINED HEREIN IS, OR SHOULD BE RELIED ON AS, A PROMISE OR REPRESENTATION AS TO THE FUTURE PERFORMANCE OF THE COMPANY.

THIS OFFERING MEMORANDUM DOES NOT PURPORT TO BE ALL-INCLUSIVE OR TO CONTAIN ALL THE INFORMATION THAT A PROSPECTIVE INVESTOR MAY DESIRE IN INVESTIGATING THE COMPANY. EACH INVESTOR MUST CONDUCT AND RELY ON ITS OWN EVALUATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED, IN MAKING AN INVESTMENT DECISION WITH RESPECT TO THE UNITS. SEE "RISK FACTORS" FOR A DISCUSSION OF CERTAIN FACTORS THAT SHOULD BE CONSIDERED IN CONNECTION WITH THE PURCHASE OF UNITS.

THIS OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY THE UNITS IN ANY JURISDICTION WHERE, OR TO ANY PERSON TO WHOM, IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION. EXCEPT AS OTHERWISE INDICATED, THIS OFFERING MEMORANDUM SPEAKS AS OF THE DATE HEREOF.

INQUIRIES REGARDING THIS MEMORANDUM SHOULD BE DIRECTED TO THE COMPANY.

FORWARD-LOOKING STATEMENTS

THIS DOCUMENT CONTAINS FORWARD-LOOKING STATEMENTS RELATING TO SUCH MATTERS AS ANTICIPATED FINANCIAL PERFORMANCE, BUSINESS PROSPECTS, SERVICES, DEVELOPMENTAL ACTIVITIES, AMOUNT OF FUNDS MADE AVAILABLE TO THE COMPANY FROM THIS OFFERING AND OTHER SOURCES, AND SIMILAR MATTERS.

THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995 PROVIDES A SAFE HARBOR FOR FORWARD LOOKING STATEMENTS. IN ORDER TO CONFORM WITH THE TERMS OF THE SAFE HARBOR THE COMPANY CAUTIONS THAT THE FOREGOING CONSIDERATIONS AS WELL AS A VARIETY OF OTHER FACTORS NOT SET FORTH HEREIN COULD CAUSE THE COMPANY'S ACTUAL RESULTS AND EXPERIENCE TO DIFFER WIDELY OR MATERIALLY FROM THE ANTICIPATED RESULTS OR OTHER EXPECTATIONS IN THE COMPANY'S FORWARD-LOOKING STATEMENTS.

The Memorandum includes “forward-looking statements” within the meaning of Section 27A of the Act and Section 21E of the Securities Exchange Act of 1934 which represent our expectations or beliefs concerning future events that involve risks and uncertainties. All statements other than statements of historical facts included in the Memorandum including, without limitation, the statements under “Company Business Overview” and elsewhere herein, including the Offering Documents incorporated by reference, are forward-looking statements. Although we believe that the expectations reflected in such forward-looking statements are reasonable, we cannot assure you that such expectations will prove to have been correct. You should always consult your own independent tax or legal professionals or advisors prior to making any investment, including this one. Important factors that could cause actual results to differ materially from our expectations (“Risk Factors”) are disclosed in the Memorandum, including without limitation, in connection with the forward-looking statements included in the Memorandum. All subsequent written and oral forward-looking statements attributable to us or persons acting on its behalf are expressly qualified in their entirety by the Risk Factors.

SUMMARY OF THE OFFERING

This summary of certain provisions of this Memorandum is intended only for convenient reference. It is not intended to be complete and is qualified in its entirety by the more detailed information contained elsewhere in this Memorandum and in the Exhibits hereto. The full text of this Memorandum, and the Exhibits to it, should be read in detail and understood by each potential Investor. The term "Investor" shall mean qualified entities or individuals receiving this Memorandum.

The Company reserves the right to increase or decrease the number of Investor Units offered hereby and the price per Investor Unit, to approve or disapprove each investor and reject any subscriptions in whole or in part, in its sole discretion.

The Company
The Company is a Delaware limited liability company formed to invest in real property, namely the acquisition of interests in various multifamily assets as a preferred equity holder (referred to collectively as the "Projects"). The Company ownership consists of Class A, B, C, and Sponsor membership units, which are more particularly described herein. The holders of the membership units of the Company shall herein be referred to as the "Member(s)"). Investors will subscribe to Class A, B, and Class C Units (herein referred to as "Investor Unit(s)") and become Class A, B, and C Members of the Company upon execution of the Subscription Agreement, LLC Agreement, and delivery of the investment funds as set forth herein.

Manager
Hyro Holdings Manager LLC (herein referred to as the "Manager") will manage the Company and is expected to be controlled directly or indirectly by Sponsor or its managers.

Sponsors
Viking Capital Investments LLC is the Sponsor for this Offering.

Securities Offered
The Company is offering for sale up to 20,000 Class A, B, and C Membership Interests. Consideration for the Investor Units of the Company is payable in cash upon subscription. The Company reserves the right in its sole discretion to increase the size of the Offering. This offering is open to prospective accredited investors. The minimum investment for the Class A Units is $50,000, for the Class B Units is $100,000, and for the Class C Units is $250,000; provided, however, the Manager may, in its sole discretion accept investments less than the stated minimum.

Plan of Offering
The Investor Units are being offered on a "best-efforts" basis by the Company. The Company reserves the right to allow broker/dealers which are registered as such with the SEC and which are members of FINRA ("Placement Agents") to sell the Investor Units and pay same a reasonable commission. The Offering will be open until the Maximum Aggregate Offering is reached, or the End Date, unless earlier terminated. No formal notice of closure shall be required to be given other than what is specified in this Offering.

Par Value
$1,000 per each Investor Unit.

Membership Units Outstanding
The Company has 40,000 total units outstanding, of which are 20,000 Investor Units and 20,000 Sponsor Units, owned by the Manager, provided that such Sponsor Units may be adjusted according to the number of Investor Units issued to maintain the Investor Units 50% Sponsor Units 50% ratio.

Use of Proceeds
The net proceeds from the sale of the Investor Units will be used primarily for providing additional capital to various operators in the commercial real estate space, including but not limited to multifamily, storage, and hotel assets. The capital will be used to acquire, operate, and develop the Projects. Net proceeds will also be used for marketing expenses and general corporate purposes, except as otherwise provided in the Memorandum.

Voting Rights
The holder of each outstanding Investor Unit will not have the right to vote on matters according to the terms of the LLC Agreement. All voting rights shall be vested in the Sponsor Member.

Indemnification
The Company shall indemnify, defend, and hold the Manager harmless from any losses, damages, and costs that relate to the operations of the Company to the fullest extent permitted by law.

Risk Factors
The Investor Units offered hereby involve a high degree of risk. See "Risk Factors" set forth in the Memorandum and the Offering Documents.

Restrictions on Resale
The investor(s) who purchase any Investor Units pursuant to this Offering will be restricted from selling, transferring, pledging, or otherwise disposing of any Investor Units due to restrictions under applicable Federal and state securities laws as well as restrictions set forth in the LLC Agreement.

Subscription Instructions
Each investor must:

1. Execute and deliver the Subscription Agreement attached hereto as Exhibit B and the LLC Agreement attached hereto as Exhibit E.

2. Complete the applicable questionnaire in Exhibit C or D.

3. Wire or deliver the total subscription funds to the Company's bank account.

Investors who wish to subscribe to the Investor Units may do so by executing the Subscription Agreement attached hereto as Exhibit B, the LLC Agreement attached hereto as Exhibit E, and delivering the completed materials and payment for the Investor Units to the Company. A subscription may not be considered for acceptance unless it is completely filled out and properly executed and is accompanied by payment in full for the Investor Units, which are being purchased. Subscriptions accompanied by payment in the form of a wire transfer. Funds accompanying any subscription not accepted by the Company will be promptly returned to the Investor without interest thereon or deduction therefrom. In the event that the Minimum Aggregate Offering is not reached, the Company may cancel each Subscription Agreement and return the funds to each investor.

Who May Invest
The Investor Units of the Company are being offered pursuant to this Memorandum solely to persons who are "accredited investors" as defined in Regulation D promulgated under the. See the Investor Questionnaire attached hereto as Exhibit C and D.

Investor Suitability
This Offering will be made pursuant to exemptions from registration provided by Section 4(a)(2) of the Act, Regulation D promulgated thereunder, and exemptions available under applicable state securities laws and regulations. Persons desiring to invest in the Company will be required to make certain representations and warranties regarding their financial condition in the Subscription Agreement

attached hereto as Exhibit B. Such representations include, but are not limited to, certification that the investor is an accredited investor. The Company reserves the right to reject any Subscription in whole or in part in its sole discretion. See "Suitability Standards."

THE SUBSCRIPTION AGREEMENT INCLUDES CERTAIN REPRESENTATIONS AND WARRANTIES OF THE INVESTOR ON WHICH THE COMPANY WILL RELY IN DETERMINING WHETHER TO ACCEPT THE SUBSCRIPTION. PROSPECTIVE INVESTORS ARE URGED TO READ THE SUBSCRIPTION AGREEMENT CAREFULLY AND, TO THE EXTENT THEY DEEM APPROPRIATE, TO DISCUSS THE SUBSCRIPTION AGREEMENT, THIS MEMORANDUM AND THEIR PROPOSED INVESTMENT IN THE SECURITIES WITH THEIR LEGAL OR OTHER ADVISORS.

Resale of Investor Units

There is no public market for the Investor Units. It is not anticipated or intended that one will develop. This is a non-liquid investment. (See "Risk Factors" — There is no public market for the Company's Units.") Further, there are substantial restrictions on private re-sales of any units, such as these.

NOTES TO THE SUMMARY

Suitability of Investors
The Investor Units will be offered pursuant to applicable exemptions from the registration requirements of federal and state securities law. Purchasers must be purchasing the Investor Units for their own accounts and not with a view to resale or distribution. Investors will be required to make representations to the Company consistent with such requirements, see "SUITABILITY STANDARDS" below.

Method of Subscription
The subscription documents, specimens of which are attached to this Memorandum, include an Investor Questionnaire ("Investor Questionnaire"), a Subscription Agreement (the "Subscription Agreement"), and Operating Agreement of the Company ("LLC Agreement") attached hereto as Exhibits B to E. The Investor Questionnaire and Subscription Agreement constitute the "Subscription Documents". A person desiring to purchase Investor Units must complete and sign the applicable Subscription Documents and deliver these documents, to the Company at the address set forth on the Subscription Documents. Subscriptions will be accepted by the Company until the Offering is fully subscribed or is terminated by the Company. The full subscription price for all Investor Units being subscribed for must be included with the applicable Subscription Documents. The wire transfer for the subscription price is payable to "Hyro Holdings, LLC" and paid pursuant to the wiring instructions in this Subscription Instructions.

The Company reserves the right, in its absolute discretion, to reject in whole or in part, any subscription and may, in its sole discretion, elect to accept subscriptions for fewer Investor Units than are subscribed for by any person. If the Company rejects all or a portion of any subscription, an appropriate refund of the subscription price, without interest, will be mailed to the subscriber. Subscribers may not revoke or withdraw their subscriptions after acceptance by the Company. The Company reserves the right, in its absolute discretion, to lower the minimum purchase for units for any prospective Investor. The Company reserves the right to offer certain investors a preferred position in the Company in connection with any subscription or prospective Investor, such offer may have the potential to subordinate other investor's right to receive distribution to the preferred investor's distribution right.

Issuance of Certificates
The Manager does not intend to issue certificates of interest for Investor Units, the interests in the Company being uncertificated. The Manager reserves the right, however, to do so in the future.

No Initial Market for Units
While the Company is a private company and is developing a market for its Units, the purchased Membership Interests will contain a legend that identifies the Units as restricted from public trading consistent with Rule 144. The Units will be deemed "restricted securities" under federal and state securities laws and may not be sold, transferred, or otherwise disposed of except under certain limited circumstances and conditions as further discussed in the LLC Agreement. Furthermore, it is unlikely that a lending institution will accept the Units as pledged collateral for loans unless a regular trading market does develop.

SUITABILITY STANDARDS

The Interests of the Company are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act of 1933 ("*Act*"), and the applicable state securities laws, pursuant to registration or exemption therefrom.

INVESTMENT IN THE UNITS INVOLVES A HIGH DEGREE OF RISK AND IS SUITABLE ONLY FOR THOSE INVESTORS WHO HAVE SUBSTANTIAL FINANCIAL RESOURCES IN RELATION TO THEIR INVESTMENT AND WHO UNDERSTAND THE PARTICULAR RISK FACTORS OF THIS INVESTMENT. IN ADDITION, INVESTMENT IN THE UNITS IS SUITABLE ONLY FOR AN INVESTOR WHO DOES NOT NEED LIQUIDITY IN HIS INVESTMENT AND IS WILLING TO ACCEPT RESTRICTIONS ON THE TRANSFER OF THE UNITS. WHEN IN DOUBT, YOU SHOULD NOT INVEST. ALWAYS SEEK INDEPENDENT LEGAL AND TAX ADVICE IN THE EVENT OF ANY QUESTION OR DOUBT.

The Securities have not been registered under the Securities Act of 1933 and are being offered in reliance upon the exemption set forth in Rule 506 of Regulation D, promulgated under the Securities Act of 1933. Regulation D provides an exemption for the sale of securities by the issuer to Accredited Investors who are purchasing for investment. An Accredited Investor is defined as an Investor who meets one of the following criteria:

a. a bank, insurance company, registered investment company, business development company, or small business investment company;
b. an employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of $5 million;
c. a charitable organization, corporation, or partnership with assets exceeding $5 million;
d. a director, executive officer, general partner, or knowledgeable employee of the company selling the securities;
e. a business in which all the equity owners are accredited investors;
f. a natural person who has a minimum net worth of $1,000,000, (net worth shall be determined exclusive of home, home furnishings and automobiles);
g. a natural person with income exceeding $200,000 in each of the two most recent years or joint income with a spouse exceeding $300,000 for those years and a reasonable expectation of the same income level in the current year; or
h. a trust with assets in excess of $5 million, not formed to acquire the securities offered, whose purchases a sophisticated person makes;
i. any entity in which all of the equity owners are accredited investors;
j. any person currently in good standing with a Series 7, Series 65, or Series 82 Securities license;
k. any natural person who is a knowledgeable employee of a private fund;
l. any limited liability companies with $5 million in assets, SEC- and state-registered investment advisers, exempt reporting advisers, and rural business investment companies (RBICs);
m. any entity, including Indian tribes, governmental bodies, funds, and entities organized under the laws of foreign countries, that own "investments," as defined in Rule 2a51-1(b) under the Investment Company Act, in excess of $5 million and that was not formed for the specific purpose of investing in the securities offered;
n. any spousal equivalent allowing spouses to pool their finances for the purpose of qualifying as accredited investors under the criteria above.

Consent of the Company along with the requirement that an opinion of counsel be furnished for any proposed transfer will be required in order to ensure full compliance with applicable securities laws.

There is no requirement or plan to register the Securities under the Securities Act of 1933 and there can be no assurance that an exemption from such registration will be available. Consequently, it is possible that the Securities may not be transferred or resold by an investor.

USE OF PROCEEDS

The net proceeds from this offering shall be used primarily for the acquisition and management of the Projects and general corporate purposes, including working capital subject to reallocation by the Manager in the best interests of the Company and its members. The amounts actually expended for each purpose may vary significantly depending upon a number of factors. Hyro Holdings LLC reserves the right to reallocate the proceeds of this Offering in response to a variety of factors and related contingencies.

THE FIGURES HEREIN REPRESENTS ONLY ESTIMATES OF THE PROPOSED APPLICATION OF PROCEEDS. SOME OF THE ABOVE ESTIMATES MAY VARY MATERIALLY FROM THE ACTUAL EXPENDITURE OF FUNDS.

SOURCES OF FUNDS		
Description		
Proceeds of Maximum Offering	20,000,000	
TOTAL SOURCES		**$20,000,000.00**

USES OF FUNDS		
Description		
Legal	$25,000	
Accounting	$15,000	
Capital Placement Fee	$400,000*	
Due Diligence Costs	$20,000	
Capital Reserve	$100,000	
Total Capital Available to Place	$19,440,000.00	
TOTAL USES		**$20,000,000.00**

*Capital Placement Fee will be 2% of the total sources/capital raised and will be reduced to the extent the Company does not raise the maximum.

All amounts in these sources and uses of funds are estimated in good faith but not guaranteed.

The Opportunity
Please review Exhibit A, which has the Company's business plan.

Costs
Some of the proceeds of the Offering will be used to reimburse the Manager, its affiliates, or third parties for expenses related to the expenses related to the development of the Projects, corporate expenses, due diligence, loan fees, and other related costs. The Company will pay to the Manager an asset management fee ("Asset Management Fee") of 1% of the total capital contributed, which fee is payable each year and payable regardless of whether there is sufficient excess cash flow to pay such amount. If however, there is not sufficient cash flow to pay an investor the base eight percent (8%) preferred return from cash flows, or the entire

preferred return from a Capital Event, then all or the portion necessary to pay such amounts, shall be deferred and accrue interest at the highest preferred return rate under the LLC Agreement, to be paid at such time as the eight percent preferred return or full preferred return, as the case may be, is paid.

Working Capital

Proceeds of the Offering that are not used to acquire the Projects will be held by the Company for use as working capital during operation of the Projects. If only the Minimum Aggregate Offering is raised, then additional working capital may need to be accumulated from cash flow during operation of the Projects and any capital improvements or distributions to the members may be deferred until such time as sufficient reserves have been accumulated, at the Manager's sole discretion. Working capital may also include costs of salaries to employees of the Company and other operational and administrative expenses.

Up Front Costs

Upfront costs may include, but are not limited to, sales commissions, bookkeeping fees, and expense allowances. To the extent that Units are sold by officers, directors and employees of the Company, amounts may be allocated to sales commissions, due diligence fees and the expense allowances. Such Front Costs may also include, but are not limited to, organizational costs which include all costs of organizing the offering, including, but not limited to, expenses for printing, mailing, charges of professionals and other experts, expenses of qualification of the exemption of the sale of the securities under federal and state law, including taxes and fees, accountant and attorney fees, travel expenses of the officers and directors of the Company, consulting fees and other front-end fees. Further, any unused sums in any of the above categories may be retained by the Company for any purposes needed to operate and fund the Company, including, but not limited to, payments to the principals for management fees.

CAPITALIZATION TABLE

40,000,000 Total Units*	**Current Number of Units**	**Current Percentage of Ownership**	**Number of Units after Maximum Offering**	**Percentage of Ownership After Minimum or Maximum Offering**
Investor Units	20,000 Class A, B, and C	0%	20,000 Class A, B, and C	50%
Manager	20,000 Sponsor Units	100%	20,000 Sponsor Units	50%

*The Manager, in its sole discretion, may choose to close the offering early or prior to maximum number of Units being issued. The figures above contemplate the maximum number of Units presently contemplated being issued to Members.

SPONSOR

Viking Capital Investments LLC

Viking Capital Investments LLC, a Delaware limited liability company is the sponsor of the transactions contemplated Project ("Viking Capital" or the "Sponsor"). The Sponsor's portfolio current includes approximately 5,000 apartment units, through identifying multifamily acquisitions. Viking Capital prides itself on having a depth of experience in the industry and uses this experience to identify comparatively low risk multi-family acquisitions that have historically had revenue growth potential. The mission is to acquire multifamily properties using a conservative acquisition strategy and a hands-on asset management approach. It is of utmost importance to implement a specific business plan designed to add value to its properties, which ideally, aims to deliver a solid current return to investors.

Vikram Raya, MD, Principal

Co-founder and managing member of Viking Capital. Prior to forming Viking Capital, Vikram was the Co-Founder and CEO of Dare Investments, where he was instrumental in the start-up of a real estate investment firm, acquiring numerous single family and commercial assets across Georgia including years of real estate investment experience in single family, multifamily, and commercial properties. Vik's strengths include raising capital, strategic acquisitions, investor relations, and asset management. A board-certified cardiologist, Vikram received a Bachelor's Degree from Emory University; Medical Degree from Medical College of Georgia. He is focused on Syndication strategies, Multifamily Investing, and Asset Management.

Ravi Gupta MD, Principal

Co-founder and managing member of Viking Capital. Prior to forming Viking Capital, Ravi was the Founder and CEO of MMG Capital – a real estate company with a multi-million-dollar portfolio in the greater Washington, DC area. His strengths include raising capital, investor relations, repositioning, conservation, business operations, and green energy. Ravi is the Chief Operating Officer for Viking Capital with an expertise on value-add renovation, construction, and asset management. Ravi also directs Viking Capital's charitable arm. Ravi graduated with distinction from the University of Virginia, with a major in biology and minor in chemistry. He also received his medical doctorate from the University of Virginia and completed his residency and research fellowship training at UNC and Duke.

IV. INVESTMENT OVERVIEW

RISK FACTORS

THE PURCHASE OF THE UNITS OFFERED HEREBY IS SUBJECT TO A HIGH DEGREE OF RISK. PROSPECTIVE PURCHASERS OF UNITS SHOULD CONSIDER THE FOLLOWING FACTORS, AMONG OTHERS, BEFORE SUBSCRIBING. PROSPECTIVE INVESTORS ARE URGED TO CONSULT THEIR OWN FINANCIAL COUNSEL IN CONNECTION WITH THE POSSIBLE PURCHASE OF UNITS.

Investing in the Investor Units of the Company entails certain risks. You should be able to bear a complete loss of your investment. You should carefully consider the following factors, among others.

Investment Risks

Indirect Ownership Risks. This Company is a fund that will invest in other entities that own directly or indirectly properties or debt positions, and therefore its performance is directly and solely affected by the performance of the Target Asset and is subject to a heightened risk of concentration and a lack of control. The ability of the Target Asset to meet its investment objectives is solely reliant upon the Target Asset Manager and is outside the control of the Manager or the Company. In the event the Target Asset suffers losses, the Company will be completely exposed and have no way to hedge any potential outflow

of risk. Further, the Company may not have the ability to redeem its interest in the Target Asset and the Company's investment in the Target Asset should be deemed as illiquid.

Disruptions in the Financial Markets and Changing Economic Conditions: The Company's activities may extend over a period of years, during which the business, economic, political, and regulatory environments within which the Company operates may undergo substantial changes. Recent events demonstrate that such changes may be severe and adverse. The duration of adverse economic and market conditions, and their impact on the Company's performance, is unknown. Investors will have no input on the Company's strategy and will have no right to withdraw from the Company.

Risks Associated with Development or Improvements: Any development of the Projects by the Company may undertake will entail risks, such actions may involve specific operational activities, which may negatively impact the profitability of the Company. Consequently, Members must assume the risk that (i) such development or improvements may ultimately involve expenditures of funds beyond the resources available to the Company at that time, (ii) delays and/or cost overruns in construction might adversely impact the Company's ability to make profit, and (iii) regulatory hurdles associated with the development that could impede the Company's operations and cash flow, all of which factors may have a material adverse effect on the Company's prospective business activities.

Unanticipated Obstacles to Execution of the Business Plan: The Company's business plans may change significantly. Many of the Company's potential business endeavors are capital intensive and may be subject to statutory or regulatory requirements. Management believes that the Company's chosen activities and strategies are achievable in light of current conditions with the skills, background, and knowledge of the Company's principals and advisors. Management reserves the right to make significant modifications to the Company's stated strategies depending on future events.

Future Capital Needs; Uncertainty of Additional Funding: Management of the Company currently anticipates that the net proceeds of the Offering will be sufficient to meet its development, design evolution and other working capital requirements through the first stages of its business development plan. Future capital may be required to manage operations where logistical hurdles will need to be overcome. The Company may need to raise additional funds to sustain its operational activities, particularly if there is a major shift in the marketplace. Adequate funds may not be available on terms favorable to the Company, if at all, to deal with such issues.

Real Estate Investments: Real estate investments are subject to numerous risks, including risks due to changes in general economic conditions, local market conditions, demand factors, supply of competing properties in a market area, operating costs, interest rates, or tax, real estate, environmental or zoning laws and regulations. The yields available from equity investments in real estate depend on the amount of income earned and capital appreciation generated by the related properties as well as the expenses incurred in connection therewith. If any of the Target Asset's properties do not generate income sufficient to meet the Target Asset's operating expenses, the Target Asset could adversely be affected. Income from, and the value of, the Target Asset's Projects may be adversely affected by the general economic climate, local conditions such as oversupply of properties, or a reduction in demand for properties, and the Target Asset's ability to provide adequate structures. Revenues from the Projects are also affected by such factors as new construction from competing developers and local market conditions. Because real estate investments are relatively illiquid, the Target Asset's ability to vary its portfolio promptly in response to economic or other conditions is limited. The relative illiquidity of its holdings could impede the Target Asset's ability to respond to adverse changes in the performance of its investments. No assurance can be given that the fair market value of the assets acquired by the Target Asset will not decrease in the future. Accordingly, investors should be prepared to hold their Units until the Target Asset is dissolved and the Projects is liquidated.

The Direction of the Real Estate Market Is Unknown: The U.S. real estate market, along with the broader economy (both in the U.S. and globally), is in the midst of uncertain times. The Sponsor anticipates that the current environment provides the Company with opportunities to acquire investments on favorable

terms and prices. However, there can be no guarantee that the elements that determine real estate values, such as tenant creditworthiness and the demand for real estate, will not soften, and the real estate market may suffer declines. Such a scenario could result in the Company acquiring investments that lose value.

Long Term Nature of Investment: An investment in the Investor Units may be long term and illiquid. As discussed herein, the offer and sale of the Investor Units will not be registered under the Securities Act or any foreign or state securities laws by reason of exemptions from such registration, which depends in part on the investment intent of the investors. Prospective investors will be required to represent in writing that they are purchasing the Investor Units for their own account for long-term investment and not with a view towards resale or distribution. Accordingly, purchasers of Investor Units must be willing and able to bear the economic risk of their investment for an indefinite period of time. It is likely that investors will not be able to liquidate their investment in the event of an emergency.

The Company Has a Limited Operating History: The Company was formed in 2023, did not undertake any activity in 2023, and was renamed to Hyro Holdings LLC in 2024. To date it has engaged primarily in the requisite stages of acquisition. Prospects must consider the risk in light of the expenses and difficulties frequently encountered by companies in their early stages of development. The Company cannot assure you it will be successful in addressing the risks it may encounter, and its failure to do so could have a material adverse effect on business, prospects, financial condition, and results of operations. The Company's proposed operations are subject to all business risks associated with new enterprises. The likelihood of the Company's success must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the expansion of a business and operation in a competitive industry. There is a possibility that the Company could sustain losses in the future. There can be no assurances that the Company will operate profitably.

Past Performance of the Sponsors Not an Indication of the Company's Success: The past performance of previous investments of the Sponsor and its affiliates cannot be relied upon as an indicator of the Company's future performance or success. The prior investment results of the Sponsor and its affiliates are provided for illustrative purposes only and may not be indicative of the Company's future investment results. There can be no assurance that the Company's investments will perform as well as the past investments of the Sponsor and its affiliates, especially as the market for real estate investments has changed substantially since the investment periods of those funds. Target returns are not intended to be projections. Actual events are difficult to predict, and results could be affected by a number of factors, including changes in available credit, interest rates, asset mix, the percentage of leverage use by the Company and the performance of the underlying assets, recent changes in the competitive nature of the value-added market, and financial and legal uncertainties. There can be no assurance that the Manager will be able to locate and complete investments for the Company that satisfy the Company's objectives or that the Company will be able to fully invest its available Capital Contributions.

Loss of Income from Tenants: Lease terminations or tenant defaults could reduce the Target Asset's income and limit its ability to make distributions. The success of the Target Asset's investments will materially depend on the financial stability of its tenants. The inability of a tenant to meet his or her rental obligations would lower the Target Asset's net income. A default by a significant number of tenants on their lease payments (or a single tenant with respect to a single residential unit) would cause the Target Asset to lose the revenue associated with such leases and require the Target Asset to find an alternative source of revenue to meet operating expenses and mortgage payments, if any, and to prevent a foreclosure if a property is subject to a mortgage. Such situations, given the current state of the economy, may be more common than in the recent past, and the Manager may fail to, or may not be able to, discover factors that would indicate a heightened level of uncertainty with respect to tenant defaults when performing due diligence on prospective investments. Tenant defaults thus increase the risk that the Target Asset, and hence the Investors, could suffer a loss. If a tenant defaults or goes bankrupt, the Target Asset may experience delays in enforcing its rights as landlord and may incur substantial costs in protecting its investment and re-letting the property. In fact, if a defaulting tenant does not cooperate in vacating the unit, the Target Asset would have to engage in time- consuming and costly prosecution and enforcement of eviction proceedings, during which time there

would be no rental revenues from such unit and no likely recovery of damages from the defaulting tenant. Further, if a significant number of leases are terminated, the Target Asset may be unable to lease the property for the rent previously received or sell the property without incurring a loss. These events could limit the Target Asset's ability to make distributions and decrease the value of an investment in the Target Asset. If and when residents decide not to renew their leases upon expiration, the Target Asset may be unable to relet such residents' units. Even if the residents do renew or the Target Asset can relet the units, the terms of renewal or reletting may be less favorable than current lease terms. If the Target Asset is unable to promptly renew the leases or relet the units, or if the rental rates upon renewal or reletting are significantly lower than expected rates, then the Target Asset's results of operations and financial condition will be adversely affected. Consequently, the Target Asset's cash flow and ability to service debt and to make distributions to investors would be reduced.

Investments in Apartment Buildings Have Special Risks: The Company intends to invest in multifamily properties or other residential real estate properties. Investment in apartments involves certain special risks. Apartments are particularly vulnerable to the risks that the population levels, economic conditions, or employment conditions may continue to decline (or fail to recover) in the surrounding geographic area. Any of these developments would likely have an adverse impact on the size or affluence of the tenant population in the area and a negative impact on the occupancy rates, rent levels and property values of apartment complexes in the area. Unlike many other types of real estate investment, apartment complexes do not have tenants occupying large portions of the property whose lease payments provide reliable sources of income for extended lease terms. Instead, such properties will typically have individual residential tenants with very limited net worth and with lease terms that are typically one year or less. Apartments generally experience frequent tenant turnover due to factors such as transient populations, new competition in the area, and changes in the tenants' economic status. In addition to continuously needing to replace vacating tenants, tenant turnover at apartment complexes causes the property owner to incur significant rehabilitation and maintenance costs in order to prepare units for new tenants.

Vacancies: Properties that have significant vacancies could be difficult to sell, which could diminish the return on an Investor's investment. A property may incur vacancies either by the continued default of tenants under their leases or the expiration of tenant leases. If vacancies continue for a long period of time, the Target Asset may suffer reduced revenues resulting in less cash available to distribute to Investors. In addition, because properties' market values depend principally upon the value of the properties' leases, the resale value of properties with high or prolonged vacancies or with tenants suffering economically (for example, because of the current global financial markets crisis) could suffer, which could further reduce an Investor's return.

Loss of Marketability of a Property: The Target Asset's inability to sell a property when it wants could limit its ability to make distributions. Many events that are beyond the Target Asset and the Company's control affect the real estate market and could affect the Target Asset's ability to sell properties for the price, on the terms or within the time frame the Target Asset wants. Many of these events are discussed elsewhere in these risk factors, including general economic conditions, the availability of financing, interest rates and other factors, including supply and demand. Because real estate investments are relatively illiquid, the Company will have a limited ability to vary the Company's portfolio in response to changes in economic or other conditions. Further, before the Target Asset can sell a property on the terms the Target Asset wants, it may be necessary to delay sale and expend funds to correct defects or to make improvements. The Company cannot, however, give investors assurance that the Target Asset will correct such defects or to make such improvements in a timely manner. The Target Asset may be unable to sell the Target Asset's properties at a profit as a result of declining market conditions. The Target Asset's inability to sell properties at the time and on the terms the Target Asset wants could reduce the Target Asset and the Company's cash flow and limit distributions to investors.

Insurance Considerations: Uninsured losses relating to real property or excessively expensive premiums for insurance coverage could reduce the Target Asset's income and the return on an Investor's investment. However, there are types of losses, generally catastrophic in nature, such as losses due to wars, acts of

terrorism, earthquakes, floods, hurricanes, pollution or environmental matters that are uninsurable or not economically insurable, or may be insured subject to limitations, such as large deductibles or co-payments. Insurance risks associated with potential terrorist acts could sharply increase the premiums the Target Asset pays for coverage against property and casualty claims (including coverage against personal injury and property damage claims brought by tenants of the Target Asset's acquired properties). Additionally, mortgage lenders often insist that multi-tenant property owners purchase coverage against terrorism as a condition of providing mortgage loans. Such insurance policies may not be available at reasonable cost, if at all, which could inhibit the Target Asset's ability to finance or refinance its investments or be protected with respect to its debt investments. In such instances, the Target Asset could be required to provide other financial support, either through financial assurances or self-insurance, to cover potential losses. The Target Asset may not have adequate coverage for such losses. If any of the Target Asset's investments incurs a casualty loss that is not fully insured, the value of the Target Asset's investments will be reduced commensurate with such uninsured loss. In addition, other than any working capital reserve or other reserves the Target Asset's Manager may establish on behalf of the Target Asset, the Target Asset may have no source of funding to repair or reconstruct any uninsured damaged property. Also, to the extent the Target Asset must pay unexpectedly large amounts for insurance, the Target Asset could suffer reduced earnings that would result in lower distributions.

Premises Liability: The Target Asset could be liable for accidents or injuries on the properties. There are inherent risks of accidents or injuries, including injuries from premises liabilities such as slips, trips and falls. If accidents or injuries occur at the Projects, the Target Asset may be held liable for costs related to the injuries. The Target Asset will maintain insurance of the type and in the amounts that the Manager believes is commercially reasonable and that are available to businesses in the industry, but there can be no assurance that the liability insurance will be adequate or available at all times and in all circumstances.

Market Conditions Could Affect Future Disposition of a Property: Uncertain market conditions relating to the future disposition of properties could adversely affect the return on an Investor's investment. The Company's strategy in some investments may be based, in part, on the premise that real estate assets will be available for purchase by the Company at prices that the Manager considers favorable. Further, the Company's strategy relies, in part, upon local market recoveries and economic rent growth during the term of the Investment. No assurance can be given that real estate assets can be acquired for favorable prices or that any such markets will recover or provide economic rent growth because this will depend, in part, upon events and factors outside the control of the Manager.

Increased Costs of Operation: Some significant increases in costs of property operation may be outside the control of the Target Asset. Shortages or increased rates charged for water, fuel, electricity, labor or insurance, or allocations thereof by suppliers or governmental agencies, could adversely affect the value of a property, reduce cash flow, and hinder the ability of the Target Asset to repair or sell a property. There is no guaranty that any such cost increases could be passed on to tenants. The recent sharp increases in the cost of energy have made the market for water, fuel, electricity, and other commodities less predictable than previously enjoyed over the last two decades, increasing the risk that the Target Asset will not properly reserve for these costs when they are not passed on to tenants and increasing the chance that tenants required to pay such charges will be unable to do so.

Inadequacy of Funds: The Maximum Aggregate Offering of $20,000,000.00 may not be realized. The Manager believes that such proceeds will capitalize and sustain the Company sufficiently to allow for the implementation of the Company's business. However, if certain assumptions contained expressly or implicitly in the Company's business plan prove to be incorrect, the Company may have inadequate funds to fully develop its business and may need additional debt financing or other capital investment to fully implement the Company's business plans. The Manager reserve the right to allow subsequent capital contributions from the Investor Members, only if authorized by the Members as set forth in the LLC Agreement, obtain a loan, or initiate future raises if necessary.

Increase in Property Taxes: Increases in property taxes could adversely affect the value of a property or the ability of the Target Asset to hold the property long enough to realize the desired return on its investment.

Property taxes may increase as tax rates change and as the properties are assessed or reassessed by taxing authorities. As the owner of the properties, the Target Asset is responsible for payment of the taxes to the applicable government authorities. If real property taxes increase, the Target Asset may or may not be able to raise rents to offset such increased taxes. Because such changes in property taxes are difficult to predict when a property is acquired, the financial results projected at the time of the Target Asset's investment may not hold true throughout the period of the Target Asset's ownership and, therefore, cash flows and property values could be materially and negatively affected in a manner that the Manager cannot foresee. If the Target Asset fails to pay any such taxes, the applicable taxing authority may place a lien on the property and the property may be subject to a tax sale.

Property Defects: The Target Asset may acquire property with unknown construction defects at the time of purchase. Construction defects can arise from inadequate construction plans and specifications, poor workmanship, or defective materials. Correction of serious defects can be costly and time consuming. Moreover, certain defects may not become apparent for several years after the expiration of contractor's or supplier's warranties.

Eminent Domain: A property may become subject to eminent domain or inverse condemnation proceedings. Such action could have a material adverse effect on the marketability of the investment and, as a consequence, adversely affect the amount of return on the investment for the Target Asset and its Members.

Mechanics Liens: A property may be subject to mechanic's liens which entitled the holder of such lien to foreclose on the investment. Local state law usually provides any person who supplies services or materials to a real estate project with a lien against the project securing any amounts owed to such person. If a mechanic's lien is recorded then it must be negotiated by the Target Asset in order to obtain its release, or the person holding such lien will have the right to bring an action to foreclose on the investment to satisfy the amount due under the lien.

Labor and Power Supply: Interrupted labor or power supply may cause suspension/closure of operation and damage to assets, which could adversely affect the Target Asset and the Company.

Change in Economy: Changes in the U.S. economy from time to time may have an adverse or favorable impact on the profitability of the Target Asset and the Company. A protracted recession may also negatively impact the Target Asset and the Company's profitability.

Anticipated Revenue: Results of operations may fluctuate in the future due to a combination of factors, including market conditions, the level of acceptance of a property by prospective patrons, and any volatility in operating expenses and marketing costs.

The Target Asset's Business May Be Adversely Affected by Increases in Interest Rates or Banks Refusing to Lend Money: An increase in interest rates by the Federal Reserve, or banks withholding loans, could adversely affect the affordability and attractiveness of financing for the project. The Target Asset's cost of borrowing would also increase as a result of interest rate increases, which could, in turn, adversely affect our results of operations.

The Target Asset May Face Intense Competition From Other Multifamily and Single-Family Residential Developers: Competition among real estate developers may result in increased costs for the acquisition of land for development, increased costs for raw materials, shortages of skilled contractors, oversupply of properties, decrease in rental rates, and increases in administrative costs for hiring or retaining qualified personnel, any of which may adversely affect the Target Asset's business and financial position. If the Target Asset cannot respond to changes in market conditions as swiftly and effectively as its competitors, its business and financial position will be adversely affected. If a well-financed competitor develops a competing property near our proposed location, it could materially affect occupancy rates.

General Economic Conditions: The financial success of the Company and the Target Asset may be sensitive to adverse changes in general economic conditions in the United States, or globally, such as a recession, inflation, unemployment, and interest rates. Such changing conditions could reduce demand and the return on investment.

Unproven Revenue and Profit Potential: The revenue and profit potential of the Company are uncertain. If the Company meets its revenue expectations, there is no guarantee that the Company will be profitable or that costs will not exceed revenue.

Risks of Borrowing: If the Target Asset incurs indebtedness, a portion of its cash flow will have to be dedicated to the payment of principal and interest on such. Typical loan agreements also might contain restrictive covenants, which may impair the Target Asset's operating flexibility. Such loan agreements would also provide for default under certain circumstances, such as failure to meet certain financial covenants. A default under a loan agreement could result in the loan becoming immediately due and payable and, if unpaid, a judgment in favor of such lender which would be senior to the rights of members of the Target Asset. A judgment creditor would have the right to foreclose on a property resulting in a material adverse effect on the Target Asset's business, operating results, or financial condition.

Risk of Foreclosure: The Target Asset may incur mortgage indebtedness and other borrowings, which will increase the risk of loss due to foreclosure. From the initial closing of the Target Asset through the end of the Target Asset's ownership of a property, the Target Asset may borrow funds to acquire its investments. In addition, the Target Asset may obtain debt financing to refinance certain investments that have been leased to qualified tenants. Such financing may be secured by up to 70% to 80% of the then fair market value of the Target Asset's aggregate investments. While leveraged investments offer the opportunity for capital appreciation, such investments also involve a higher degree of risk. If the Target Asset does mortgage a property and there is a shortfall between the cash flow from that property and the cash flow needed to service mortgage debt on that property, then the amount of cash available for distributions to investors may be reduced. In addition, incurring mortgage debt increases the risk of loss of a property since defaults on indebtedness secured by a property may result in lenders initiating foreclosure actions. In that case, the Target Asset could lose the property securing the loan that is in default, reducing the value of the Target Asset's investment. For tax purposes, a foreclosure of any of the Target Asset's properties would be treated as a sale of the property for a purchase price equal to the outstanding balance of the debt secured by the mortgage. If the outstanding balance of the debt secured by the mortgage exceeds the Target Asset's tax basis in the property, the Target Asset would recognize taxable income or gain on foreclosure even though the Target Asset would not necessarily receive any cash proceeds. The Target Asset may give full or partial guaranties to lenders of mortgage debt on behalf of the entities that own the Target Asset's properties. When the Target Asset gives a guaranty on behalf of an entity that owns one of the Target Asset's properties, the Target Asset will be responsible to the lender for satisfaction of the debt if it is not paid by such entity. If any mortgages contain cross-collateralization or cross-default provisions, a default on a single property could affect multiple properties. Changes in the availability and cost of financing may adversely affect the results of the Target Asset's investments. The economics of each property investment will be influenced by the financing terms prevailing during the term of the Target Asset. The availability and the terms of mortgage financing are not predictable. Mortgages with variable rates, periodically renegotiated rates, or short terms are likely. This means that the interest costs over the complete term of this investment may fluctuate as prevailing interest rates in the real estate industry fluctuate. Such fluctuations in financing costs during the term of an investment might lead to unforeseen operating costs and an inability of the Target Asset to meet its financial obligations. Additionally, the dynamic state of the mortgage market may lead to the development of new circumstances in the real estate finance industry that may be detrimental to the economics of the Target Asset when the Target Asset seeks to obtain financing or refinancing. For example, mortgage financing of all types may become unavailable or, if available, costlier to obtain and of shorter maturity during periods when the Target Asset is seeking new mortgage financing or refinancing. Also, mortgage financing may not provide for full amortization of the entire principal amount prior to maturity (a "balloon payment"). Financing which provides for a balloon payment involves greater risks than financing where the principal amount is completely amortized over the term of the loan. The ability of the Target Asset to make the required balloon payment at

maturity may depend upon the Target Asset's ability to obtain adequate refinancing, which in turn will be dependent upon economic conditions prevailing at that time.

Restrictive Covenants May Limit Distributions: Lenders may require the Target Asset to enter into restrictive covenants relating to the Target Asset's operations, which could limit the Target Asset's ability to make distributions to investors. When providing financing, a lender may impose restrictions on the Target Asset that affect its distribution and operating policies and its ability to incur additional debt. Loan agreements entered into by the Target Asset may contain covenants that limit the Target Asset's ability to further mortgage a property or that prohibit the Target Asset from discontinuing insurance coverage. These or other limitations would decrease the Target Asset's operating flexibility and ability to achieve its operating objectives.

Lack of Distributions: While it is presently contemplated that Investors will receive regular distributions, investors may not receive any distributions or distributions on a regular schedule. If projections or conditions do not meet expectations, there may be little or no near-term cash flow available to the investors. Further, the date thereafter that distributions to the Members will actually commence, or their subsequent timing or amount, or the date upon which the Company can exit the investment, cannot be accurately predicted. There is no guarantee that such distribution will, in fact, be made or, whether they will be made when anticipated. Delays in making distributions could result from the inability of the Company to make profitable investments or liquidate such investments at a gain once made. Additionally, the terms of any borrowings may also limit the Company's ability to make distributions to Members.

Fees and Expenses Will Reduce Available Distributions to Investors: Payment of fees and expenses will reduce cash available for investment and will increase the risk that an Investor may not recover the amount of its investment in the Company. Identifying attractive investment opportunities and performing due diligence with respect to prospective investments will require significant expenditures, which will be borne by the Company whether or not the investment is acquired. In addition, acquiring investments may require the Company to participate in auctions or other forms of competitive bids, which are also expected to require significant expenditures, including expenses relating to legal fees, the fees of third-party advisors, and other costs. Moreover, even after investments are made, the returns may not be realized by the Investors for a period of several years. Regardless of these factors, the Company will be required to pay fees due to the Manager, including but not limited to, the Asset Management Fee.

Additional Capital Raises Could Result in Risks of Dilution: The Company may need to raise additional capital, which may not be available on favorable terms, if at all, and which may cause dilution to existing Investors, restrict the Company's operations, or adversely affect its ability to operate. The Company may need to raise additional funds through equity financing or through other means. The Company may be unable to obtain additional financing on favorable terms, or at all, and any additional financings could result in additional dilution to our then existing Investors or restrict our operations or adversely affect our ability to operate our business. If the Company is unable to obtain needed financing on acceptable terms, it may not be able to implement its business plan, which will have a material adverse effect on its business, financial condition, and results of operations. If the Company is not able to meet its business objectives, its equity value will decrease, and Investors may lose some or all of their investment. If the Company raise funds by issuing additional Investor Interests through a follow-on offering, the percentage ownership of then existing Investors will be reduced.

Investor Lawsuits: The Company may be subject to legal action by an investor, which could negatively affect the value of the investment. Actions against the Company may arise in a variety of circumstances and at any time throughout the investment process. The Company could also incur liability for failing to honor the terms of any contractual commitment. The enforcement of agreements following any default by the Company, Manager, or Sponsor thereunder presents additional opportunities for liability. Even

if it is successful in defending any such claims, the costs of defending the claims could be substantial. If any such liability or claims are incurred, the cash flow distributable to the Members could be significantly reduced. In connection with the disposition of an investment, the Company may be required to make representations about its assets typical of those made in connection with the sale of any property. The Company may also be required to indemnify the purchasers of such investment to the extent that any such representations turn out to be inaccurate, incorrect, or misleading. These arrangements may result in contingent liabilities, which might ultimately have to be funded by the Investors to the extent that the Investors have received prior distributions from the Company or have unreturned Capital Contributions with the Company.

Investment Risk: There can be no assurance that the Company will be able to achieve its investment objectives or that Members will receive any return of their capital. Investment results may vary substantially over time and as a result, Members should understand that the results of a particular period will not necessarily be indicative of results in future periods.

Financial Projections: All financial projections are prepared on the basis of assumptions and hypotheses. Future operating results are impossible to predict, and no representation of any kind is made with respect to future accuracy or completeness of the forecast of projections as to income, expenses, costs, or other items. No representations or warranties of any kind are intended or should be inferred with respect to economic return which may accrue to each Member.

Insufficient Reserves or Working Capital: The Target Asset may not retain adequate reserves to cover unanticipated losses and may not be able to cover losses with additional capital contributions from the Manager or other Members. Although the Target Asset may establish operating and property reserves as a contingency against the kinds of risks, losses, possible shortfalls in operating revenues, and cost over-runs described in these risk factors, there is no assurance that such reserves will be adequate. If the Target Asset were to have a cash requirement in excess of its reserves, the Target Asset might be required to seek additional financing. There is no assurance that the Target Asset would be able to obtain such additional capital through borrowing, the sale of additional interests or otherwise. Although it may, at its sole discretion, contribute to or lend funds at a commercially reasonable rate, the Manager and its affiliates are under no obligation to contribute or lend funds to the Target Asset or any venture.

No Current Market for Investor Units: There is no current market for the Investor Units offered in this private Offering and no market is expected to develop in the near future.

Offering Price: The price of the Investor Units offered has been arbitrarily established by the Manager, considering such matters as the state of the Company's business development and the general condition of the development, construction, and multifamily residential industry in which it operates. The Offering price bears little relationship to the assets, net worth, or any other objective criteria of value applicable to the Company.

Unverified Financial Information: Financial information in the Memorandum is based upon factual statements of third parties that have not been verified. Certain of the factual statements made in this Memorandum are based upon information from various sources believed by the Manager to be reliable. The Manager and the Company have not independently verified any of such information and shall have no liability for any inaccuracy or inadequacy thereof. Except to the extent that legal counsel has been engaged solely to advise as to matters of law, no other party (including legal counsel to the Company and the Manager) has been engaged to verify the accuracy or adequacy of any of the factual statements contained in this Memorandum. In particular, neither legal counsel nor any other party has been engaged to verify any statements relating to the experience, track record, skills, contacts or other attributes of the members of the Manager or statements regarding the anticipated future performance of the Company. During the term of the Company, the Manager will provide to the Investors reports and other information regarding the condition and prospects of the Company and its investments. The Manager's duties, obligations, and liability to the

Investors with respect to the content, completeness and accuracy of such information will be determined solely under the LLC Agreement.

Banking Risks. As recent events have shown, there is an acute possibility of bank failures arising from: (i) liquidity risks due to an insufficient amount of liquid assets held by a bank to meet depositor's demands, (ii) credit risk arising from a loss of confidence in a bank's ability to meet its debt obligations which could lower the credit rating of a bank, (iii) perception risk which could be driven by public perception of the soundness of bank, whether valid or otherwise, which could result in a self-fulfilling prophecy, or (iv) regulatory risks stemming from regulatory action or increased regulatory scrutiny against a bank which could impact confidence of depositors, creditors, and the public at large in the bank. These risks could also be systematic and precipitate borders of different markets, thus there is a potential that the Target Asset and/or the Company may lose its deposits, and such loss would result in a material adverse effect.

Unexpected Events (Local, National, or Global): As 2020 has reinforced (with the advent of the Novel Coronavirus), the reality of life is that unexpected events can occur, which may have a significant impact on the Projects, the Target Asset, the Company, the Manager, any of the Sponsors, or the Members of the Company and Target Asset. Such a similar event could occur in the future, which may have a material adverse impact on both the Target Asset and the Company.

Projections / Forward Looking Statements: Management has prepared projections regarding the Company's anticipated financial performance. The Company's projections are hypothetical and a best estimate and are subject to risks and uncertainties. Results may differ materially from those set forth in the forward-looking statements.

Management Risks

Reliance on Third Party Information: The Company depends on the accuracy and completeness of information from third parties, and inaccuracies in such information could adversely affect profitability. In connection with making and managing its investments, the Company relies heavily upon information supplied by third parties, including the information contained in tenant applications, property appraisals or other indicators of property value, title information and employment and income documentation. If any of this information is intentionally or negligently misrepresented and the misrepresentation is not detected prior to making an investment or execution of a lease, the value of the investment may be significantly less than expected. Whether a misrepresentation is made by the rental applicant, another third party or one of the Company's own employees, the Company generally bears the risk of loss associated with the misrepresentation. Although the Company may have rights against persons and entities who made or knew or should have known about the misrepresentation, it is often difficult to recover any monetary losses that the Company has suffered as a result of their actions.

Risk of Expedited Transactions: Investment analyses and decisions by the Manager may frequently be required to be undertaken on an expedited basis to take advantage of investment opportunities. In such cases, the information available to the Manager at the time of making an investment decision may be limited, and it may not have access to detailed information regarding the investment property, such as physical characteristics, environmental matters, zoning regulations or other local conditions affecting an investment property. If the Company makes the decision prior to the full completion of one or more of these analyses, the Company may fail to identify certain risks that the Company would otherwise have identified and suffer significant losses as a result. Therefore, no assurance can be given that the Manager will have knowledge of all circumstances that may adversely affect an investment. Additionally, the Manager expects to rely upon independent consultants in connection with its evaluation of proposed investments, and no assurance can be given as to the accuracy or completeness of the information provided by such independent consultants or to the Company's right of recourse against them in the event errors or omissions do occur.

Limitations on Manager's Due Diligence: Due diligence on properties may not reveal all conditions that may decrease the value of an Investor's investment. The Manager will perform due diligence on each investment prior to its acquisition. Regardless of the thoroughness of the due diligence process, not all circumstances affecting the value of an investment can be ascertained through the due diligence process. If the materials provided to the Manager are inaccurate, if the Manager does not sufficiently investigate or follow up on matters brought to its attention as part of the due diligence process, or if the due diligence process fails to detect material facts that impact the value determination, the Company may acquire an investment that results in significant losses to the Company or may overpay for an investment, which would cause the Company's performance to suffer.

Mismanagement by Property Manager: Negligence or mismanagement by a Property Manager may result in additional costs for the Company's investments. The Manager may contract the property management of one or more properties to a local property manager, and the capital improvement projects to local contractors. The property manager will have responsibilities to manage the day-to-day operations and rental of a property within budgeted parameters. Construction contractors will have responsibilities to manage and complete construction contracts as directed and within estimated costs. Although the Manager will use commercially reasonable efforts to select and supervise only licensed and qualified property managers and contractors, there is no guarantee that a property will not be mismanaged, or a project mishandled with adverse results to the Company and the economic returns to investors.

Management Discretion as to Use of Proceeds: The net proceeds from this Offering will be used for the purposes described under "Use of Proceeds." The Company reserves the right to use the funds obtained from this Offering for other similar purposes not presently contemplated which it deems to be in the best interests of the Company and its Members in order to address changed circumstances or opportunities. As a result of the foregoing, the success of the Company will be substantially dependent upon the discretion and judgment of Management with respect to application and allocation of the net proceeds of this Offering. Investors for the Investor Units offered hereby will be entrusting their funds to the Company's Management, upon whose judgment and discretion the investors must depend.

The Company Is Effectively Controlled by the Manager: The Manager with limited exceptions as set forth in the LLC Agreement will control the Company. In addition, certain affiliates of the Sponsors of this Offering may serve as officers or managers of the Company. The Company's business will be significantly dependent on the Company's management team. The Company's success will be particularly dependent upon the Manager and its principals. The loss of the Manager or any of its principals could have a material adverse effect on the Company.

Risks of Having No Control in Management: Under the LLC Agreement, Members do not have a right to participate in the management of the Company's affairs. Members cannot propose changes to the Manager or to the LLC Agreement. Under the LLC Agreement, it may also be difficult for Members to enforce claims against the Manager, which means that Members may not be able to recover any losses they may suffer through their ownership of Units arising from acts of the Manager that harm the Company's business. The Manager and its management must discharge their duties with reasonable care, in good faith and in the best interest of the Company. Despite this obligation, the LLC Agreement limits management's liability to the Company and all Members. The Manager is not liable for monetary damages unless it involves receipt of an improper personal financial benefit, a willful failure to deal fairly with the Company on matters where there is a material conflict of interest, a knowing violation of law, or willful misconduct. Any Member's ability to bring legal action against the Manager for these actions is also limited. Members may only bring a legal action on behalf of the Company if the Company has refused to bring the action or an effort to cause the Manager to bring the action is not successful.

Members Must Rely on the Manager for Management of the Business: The Manager will make all decisions with respect to the management of the Company. Members will have no right or power to take

part in the management of the Company. Therefore, they will be relying entirely on the Manager for management of the Company and the operation of its business. The Manager may not be removed under the LLC Agreement.

Certain Affiliates of the Manager Shall Determine What Is in the Best Interests of the Company and Its Members: Certain individuals control the majority of the Membership Interests of the Manager and affiliates of the Manager. Therefore, these individuals will have a dominant role in determining what is in the best interests of the Company. Since no person other than these individuals has any direct control over management of the Company, it does not have the benefit of independent consideration of issues affecting its operations. As follows, these individuals will determine the propriety of their own actions, which could result in a conflict of interest and a risk to the viability and success of the Company when they are faced with any significant decisions relating to the affairs of the Company.

Conflicts of Interests: In the management of the Company, the Manager may experience conflicts of interest which arise principally from its involvement in activities that may conflict with those of the Company. It is possible that conflicts of interests will arise between the Company, the Manager, and the Sponsors. Potential conflicts may include, but are not limited to the following: (1) the Manager or the Sponsors may be involved in similar investments or have interests in similar properties, (2) the Manager or the Sponsors may act on behalf of entities that may compete with the Company, (3) the compensation structure of the Manager and the Sponsors may be adverse to the interests of the Company, (4) the Manager or the Sponsors may manage other like-kind Companies or Properties and may not fully allocate time or resources to the management of the Company or the Projects.

Exculpation Solely for the Benefit of the Manager: The Company exculpates and indemnifies the Manager, which may limit the rights of Investors. The LLC Agreement limits the circumstances under which the Manager and its affiliates will be held to be liable to the Company. As a result, Investors may have a more limited right of action in certain cases than they would have in the absence of such provision. Additionally, the Company will be required to indemnify the Manager, and their respective members, managers and affiliates for liabilities incurred in connection with the affairs of the Company. Such liabilities may be material and have an adverse effect on the returns to the investors. The indemnification obligation of the Company would be payable from the assets of the Company, including the unreturned Capital Contributions of the investors. Additionally, if the assets of the Company are insufficient, the Manager may recall distributions previously made to the Investors, subject to certain limitations set forth in the LLC Agreement.

Manager May Not Devote Full Attention to The Company: There will be competing demands on the officers of the Manager, and they will not devote all of their attention to the Company, which could have a material adverse effect on the Company's business and financial condition. The officers of the Manager will experience conflicts of interest in managing the Company, because they also have management responsibilities for other companies, including companies that invest in the same types of assets as the Company. For these reasons, all of these individuals share their management time and services among those companies, and the Company, and will not devote all of their attention to the Company.

None of the Agreements with the Manager Were Negotiated at Arm's Length: Agreements with the Manager were not negotiated at arm's length and accordingly may contain or omit different terms that would otherwise apply if the agreements were negotiated at arm's length with third parties.

The Company Will Pay Substantial Fees and Expenses: The Company will pay significant fees to the Manager and its affiliates in connection with its operations. In addition, the Company is obligated to reimburse the Manager for its operational costs and expenses, as well all costs and expenses of the Company, including commissions to broker-dealers relating to the sale of the Interests, in the event the Manager determines to enter into such engagement. Furthermore, none of these arrangements were determined on an arm's length basis. As a result, the fees have been determined without the benefit of arm's length negotiations of the type normally conducted between unrelated parties.

Company May be Reliant Upon Solvency of Manager or Its Affiliates: If affiliates of the Manager incur significant losses, the Company's performance and value could suffer. The Company will be dependent on the resources made available to the Manager by the Sponsor and other affiliates to operate the Company. Adverse developments in the financial health of those affiliates could hinder the Manager's ability to successfully manage the Company's operations and Investments. Some of the Sponsors may have contingent liability for the obligations from unrelated offerings or may face claims from investors. If such liabilities affected the level of services that the Manager could obtain from its affiliates, the Company's operations and financial performance could suffer as well, which would limit the Company's ability to make distributions and decrease the value of an Investor's investment.
Side Letters: The Manager may have side agreements with one or more investors not available to all investors. In accordance with common industry practice, the Manager may enter into one or more "side letters" or similar agreements with certain Investors pursuant to which the Manager grants to such Investors specific rights, benefits or privileges that are not made available to Investors generally. Such agreements will be disclosed only to those actual or potential Investors that have separately negotiated with the Manager for the right to review such agreements. Except to the extent permitted by the LLC Agreement, the Manager will have no authority to enter into side letters or similar agreements that are materially detrimental to the Company.

Preferred Equity Investors: The Manager reserves the right to negotiate with other third-party or affiliated investors for additional capital in return for concessions from the Company which could subordinate the priority of return to existing investors in the capital stack, further, the Manager could also bind the Company to side letters with certain investors providing certain preferences or concessions that are not afforded to other investors or members in the Company.

Regulatory Risks

Securities Regulation Risks: The Company is subject to various federal and state laws, rules and regulations governing, among other things, the licensing of, and procedures that must be followed by, and disclosures that must be made to investors purchasing securities. Failure to comply with these laws may result in civil and criminal liability and may, in some cases, give investors the right to rescind their investment transactions and to demand the return of funds paid to the company. If a number of Members were to obtain rescission, the Company would face significant financial demands, which could adversely affect the Company as a whole, as well as any non-rescinding Members. Because the Company's business is highly regulated, the laws, rules, and regulations applicable to the Company are subject to subsequent modification and change.

Further, if this offering fails to comply with state or federal securities law, the Company may be required to refund to a Member its capital contributions, which would result in a reduction in the amount of operating capital available to the Company and could impair the ability of the Company to operate as planned. This offering is not registered with the Securities and Exchange Commission and is being made pursuant to certain exemptions from state and federal registration requirements. Although the Company will receive representations and warranties from investors to ensure compliance with such exemptions from registration and other matters, if it is later determined that this offering did not fully comply with state or federal law, the Company may be required to refund to a Member its capital contributions, which refund would result in a reduction in the amount of operating capital available to the Company and could impair the ability of the Company to operate as planned. The Company might be required to liquidate, with potential economic loss and tax risks to the remaining Members.

Integration Risks: Integration of the Company with "Fund of Funds" and/or other affiliate funds. A fund conducting an offering pursuant to Rule 506(b) of Regulation D under the Securities Act of 1933 generally may accept up to thirty-five (35) non-accredited investors (provided certain conditions are met). However, if a fund's non-accredited investor limit is breached, such fund will be subject to severe

consequences including, potentially, loss of its private offering exemptions and the triggering of certain reporting and registration requirements. In certain instances, the SEC will aggregate or "integrate" various otherwise independent fund entities, provided certain conditions are met, and count all funds' investor pools as a single fund. While the Manager believes that the Company will not be integrated with such other funds due to the unrelated management between the funds and the different offering economics between such funds, but there is a risk that this may occur given that certain funds of funds will invest in the Company, including funds affiliated with the Manager or Sponsor. If integration does occur, and on the aggregate, there are more than thirty-five (35) non-accredited investors, the Company and such other private funds may be obligated to register their offerings with the SEC as public offerings, register as investment companies under the Investment Company Act of 1940 and otherwise be subject to other onerous registration and filing obligations. The cost of compliance would be significant which would ultimately reduce amounts distributable to the Members.

Compliance with Laws May Have Adverse Effect on Company's Cash Flow: Costs of complying with governmental laws and regulations may reduce the Company's income and cash available for distribution. Real property and the operations conducted on real property are subject to federal, state and local laws and regulations relating to, among other things, environmental protection, human health and safety and access by persons with disabilities. The Target Asset could be subject to liability in the form of fines or damages for noncompliance with these laws and regulations, even if the Target Asset did not cause the events(s) resulting in liability.

Environmental Laws Generally. Environmental laws and regulations generally govern wastewater discharges, air emissions, the operation and removal of underground and above-ground storage tanks, the use, storage, treatment, transportation and disposal of solid hazardous materials, the remediation of contaminated property associated with the disposal of solid and hazardous materials and other health and safety-related concerns. Some of these laws and regulations may impose joint and several liability on tenants, owners or operators of real property for the costs to investigate or remediate contaminated properties, regardless of fault, whether the acts causing the contamination were legal, regardless of whether the contamination was present prior to a purchaser's acquisition of a property, and whether an owner knew of such contamination. The Target Asset's tenants' operations, the conditions of investments at the time the Target Asset acquires them, operations in the vicinity of the Target Asset's investments, such as the presence of underground tanks, or activities of unrelated third parties may affect the value or performance of the Target Asset's investments.

Hazardous Substances. The presence of hazardous substances (on owned real estate and on real estate that is subject to notes owned by the Target Asset), or the failure to properly remediate these substances, may hinder the Target Asset's ability to sell, rent or pledge investments as collateral for future borrowings. Any material expenditures, fines, or damages that the Target Asset must pay will reduce the Target Asset's ability to make distributions and may reduce the value of an investment in the Target Asset.

Asbestos Containing Materials. Certain U.S. federal, state, and local laws, regulations and ordinances govern the removal, encapsulation or disturbance of asbestos containing materials ("ACMs") when such materials are in poor condition or in the event of construction, remodeling, renovation, or demolition of a building. Such laws may impose liability for release of ACMs and may provide for third parties to seek recovery from owners or operators of real property for personal injury associated with ACMs. In connection with its ownership and operation of real estate, the Target Asset may incur costs associated with the removal of ACMs or liability to third parties.
Americans with Disabilities Act. It is likely that any property acquired by the Target Asset will be required to comply with the Americans with Disabilities Act, or the ADA, subject to the local municipality's interpretation of ADA and ordinances and practices with respect to compliance with the ADA.

The ADA requires that "public accommodations" such as hotels and office buildings be made accessible to people with disabilities. Compliance with the ADA requirements could require removal of access barriers, and non-compliance could result in imposition of fines by the U.S. government or an award of damages to private litigants, or both, which could be imposed upon the Target Asset or issuers of debt held by the Target Asset. The Target Asset may be required to expend funds to comply with the provisions of the ADA, which could adversely affect the Target Asset's ability to make distributions.

Other Regulations. The Target Asset will be required to operate its properties in compliance with fire and safety regulations, building codes and other land use regulations, as they may be adopted by governmental agencies and bodies and become applicable to the Target Asset's properties. The Target Asset may be required to make substantial capital expenditures to comply with those requirements, and these expenditures could adversely affect the Target Asset's performance and its ability to make distributions.

Potential Liability from Environmental Problems Could Result in Substantial Costs: The Target Asset is subject to a variety of laws and regulations concerning the protection of health and the environment. The environmental laws and regulations which apply to any given project site vary greatly according to the site's location, the site's environmental condition, the present and former uses of the site, as well as adjoining properties. Compliance with environmental laws and conditions may result in delays, may cause us to incur substantial compliance and other costs and can prohibit or severely restrict project activity in environmentally sensitive regions or areas. Furthermore, such laws often impose liability whether or not the owner or operator knew of, or was responsible for, the presence of such hazardous or toxic substances, or other non-compliant environmental conditions.

Investment Company Act Considerations: An Investor's investment return may be reduced if the Company is required to register as an investment company under the Investment Company Act; if the Company becomes an unregistered investment company, the Company could not continue its business. The Company does not intend to register as an investment company under the Investment Company Act of 1940. If the Company were obligated to register as an investment company, the Company would have to comply with a variety of substantive requirements under the Investment Company Act that impose, among other things: limitations on capital structure; restrictions on specified investments; prohibitions on transactions with affiliates; and compliance with reporting, record keeping, voting, proxy disclosure and other rules and regulations that would significantly increase the Company's operating expenses. To maintain compliance with the Investment Company Act exemption, the Company may be unable to sell assets the Company would otherwise want to sell and may need to sell assets the Company would otherwise wish to retain. In addition, the Company may have to acquire additional assets that the Company might not otherwise have acquired or may have to forgo opportunities to acquire interests in companies that the Company would otherwise want to acquire. If the Company were required to register as an investment company but failed to do so, the Company would be prohibited from engaging in the Company's business and criminal and civil actions could be brought against the Company. In addition, the Company's contracts would be unenforceable unless a court required enforcement, and a court could appoint a receiver to take control of the Company and liquidate the Company's business.

Restrictions on Transfer: To satisfy the requirements of certain exemptions from registration under the securities Act of 1933 ("Securities Act"), and to conform with applicable state securities laws, each investor must acquire his Units for investment purposes only and not with a view toward distribution. Consequently, certain conditions of the Securities Act may need to be satisfied prior to any sale, transfer, or other disposition of the Units. Some of these conditions of the Securities Act may need to be satisfied prior to any sale, transfer, or other disposition of Units. Some of these conditions may include a minimum holding period, availability of certain reports, including financial statements from the Company limitations on the percentage of Units sold and the manner in which they are sold. The Manager may prohibit any sale, transfer, or disposition of the Units and may require an opinion of counsel provided at the holder's expense in a form satisfactory to the Manager, stating that the proposed sale, transfer, or other disposition will not result in a violation of applicable federal or state securities laws and regulations. No public market exists for the Units and no market is expected to develop. Consequently, owners of the Units may have to hold their investment

indefinitely (or as otherwise provided in the LLC Agreement) and may not be able to liquidate their investments or pledge them as collateral for a loan.

Risks of an Unregistered Offering: In a registered public offering of securities, the SEC or state regulatory authority may review the disclosures, including advertising materials, provided by the issuer and comment upon its compliance with the disclosure requirements of applicable securities laws. Because of the nature of this Offering, there are no specific required disclosures (although the antifraud provisions of securities laws are still applicable). Furthermore, there will be no regulatory authority reviewing or commenting upon this Memorandum. In addition, in an underwritten public offering, the underwriter will retain separate counsel, and the underwriter and its counsel will perform due diligence on the issuer. While the Manager will perform due diligence on the Projects, no party has performed or has been or will be retained to perform due diligence on the Company, the Manager, or any of its affiliates or to assess the accuracy or adequacy of this Memorandum. Investors must rely on their own knowledge of the market and due diligence in making an informed investment decision.

Risks Related to Registration of the Company's Securities: An Investor's investment return may be reduced if the Company is required to register under Federal or state securities laws. This offering has not been registered under the Securities Act in reliance upon Rule 506 of Regulation D promulgated by the SEC pursuant to § 4(a)(2) of the Securities Act; and reliance will also be made on apparently available exemptions from securities registration under the "blue sky" laws of states in which the Interests are offered and sold. There is no assurance that the offering presently qualifies or will continue to qualify under exemptive provisions. If suits for rescission are bought under the Securities Act and successfully concluded for failure to register this offering (or other of the Company's offerings, including concurrent offerings, where the Company wills serve as Fund), or for acts or omissions constituting offenses under the Securities Act, the Securities Exchange Act of 1934, as amended, or applicable state securities laws, both the capital and assets of the Company and the Company could be adversely affected, thus jeopardizing the ability of the Company to operate successfully. Further, the time and capital of the Company's need to defend an action by investigators of the SEC or state securities agencies of a particular state, even where the Company is ultimately exonerated.

The Manager is Not Registered Under the Investment Advisers Act. The Manager is not registered as an investment adviser under the Investment Advisers Act of 1940, as amended (the "Investment Advisers Act"), or any similar state law, and, as such, Investors will not currently be entitled to the protections afforded to investments that are advised by registered investment advisers. Although it reserves the right to do so at an earlier time in its discretion, at such time as the Manager is or becomes required to do so, as determined in its discretion, the Manager will either apply for registration as an investment adviser with the SEC and/or applicable state or report to the SEC and/or applicable state as an exempt reporting adviser, as applicable.

The Company Relies Upon Exemptions under the Federal Securities and State Securities Laws: The Interests have not been and will not be registered under the Securities Act, or under the securities laws of any state or foreign jurisdiction but will be offered and sold pursuant to an exemption from such securities registration. As discussed above, the Company does not intend to register as an investment company under the Investment Company Act, and none of the Manager, nor any of its affiliates is currently registered as an investment adviser under the Investment Advisers Act. Consequently, investors in the Company will not have certain regulatory protections provided to investors in registered investment companies or to investors in an investment managed by a registered investment adviser. If the Company fails to qualify for an exemption or exception from securities registration, or to maintain the Company's intended exemption from the Securities Act, the Investment Company Act, or applicable state securities or "blue sky" laws, the Company would be required to comply with numerous additional regulatory requirements and operational restrictions that could adversely restrict operations and reduce distributions to Investors, including registration of the Interests both federally and in each state in which there is a proposed investor in the Company. If the Company were obligated to register as an investment company, the Company would have to comply with a variety of substantive requirements

under the Investment Company Act that impose, among other things: (i) limitations on capital structure; (ii) restrictions on specified investments; (iii) prohibitions on transactions with affiliates; and (iv) compliance with reporting, record keeping, voting, proxy disclosure and other rules and regulations that would significantly increase the Company's operating expenses and potentially limit the Company's investment opportunities. If the Company were required to register as an investment company but failed to do so, the Company would be prohibited from engaging in its business, and criminal and civil actions could be brought against the Company. In addition, the Company's contracts would be unenforceable.

The Manager Is Not Subject to Regulatory Oversight: The Manager is not required to register as an investment adviser under the Investment Advisers Act. In consequence, the Manager is not subject to the restrictions contained in the Investment Advisers Act, although the Manager may become subject to such restrictions in the future. In general, the Manager will seek to minimize the degree of governmental regulation and oversight to which they and the Company are subject. While it is anticipated that this approach will reduce compliance and other costs, this approach will also eliminate a variety of investor protections (including certain protections arising under the Securities Act, the Investment Company Act, and the Investment Advisers Act) that would be available if the Manager and the Company were subject to greater regulatory and oversight burdens.

Recessionary Risks: Failure to comply with exemptions may cause rescission. The Interests are being offered, and will be sold, to investors in reliance upon certain exemptions from the registration requirements provided in the Securities Act and state securities laws, or "Blue-Sky" laws. If we fail to comply with the requirements of these exemptions, it is possible that investors may be entitled to seek rescission of their purchase of the Interests, if they so desire. It is possible that one or more investors seeking rescission would succeed. This might also occur under the applicable "Blue-Sky" laws and regulations in states where the Interests will be offered without registration or qualification pursuant to a private offering or other exemption. If a number of investors were successful in seeking rescission, we would face significant financial demands, which could adversely affect us as a whole.

The Company May be Subject to Anti-Money Laundering Regulations: The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "**USA PATRIOT Act**"), requires that financial institutions establish and maintain compliance programs to guard against money laundering activities. The USA PATRIOT Act requires the Secretary of the U.S. Treasury to prescribe regulations in connection with anti-money laundering policies of financial institutions. The Financial Crimes Enforcement Network ("**FinCEN**"), an agency of the U.S. Treasury, has announced that it is likely that such regulations would subject certain pooled investment vehicles to enact anti-money laundering policies. It is possible that legislation or regulations could be promulgated that would require the Manager or other service providers to the Company, in connection with the establishment of anti-money laundering procedures, to share information with governmental authorities with respect to Investors. The Manager reserves the right to request such information as is necessary to verify the identity of an Investor and the source of the payment of subscription monies, or as is necessary to comply with any customer identification programs required by FinCEN and/or the Securities and Exchange Commission. In the event of delay or failure by an Investor to produce any information required for verification purposes, the subscription monies relating thereto may be refused.

U.S. Economic Sanctions Regulation: Each prospective Investor will be required to represent, among other things, that it has taken, and shall continue to take until the closing of such prospective Investor's subscription, such measures as are required by law to assure that subscriptions to Interests in the Company are derived: (a) from transactions that do not violate U.S. law nor, to the extent such funds originate outside the U.S., do not violate the laws of the jurisdiction in which they originated and (b) from permissible sources under U.S. law and to the extent such funds originate outside the U.S., under the laws of the jurisdiction in which they originated; and that it is not subject to sanctions under any law, regulation or order administered by the Office of Foreign Assets Control ("**OFAC**") of the U.S.

Department of Treasury, including without limitation Subtitle B, Chapter V of Title 31 of the U.S. Code of Federal Regulations. Should a prospective investor or Investor refuse to provide any information requested for verification purposes, the Company in its sole discretion may refuse to accept a subscription or may cause the redemption of the Interests held by any such holder. The Company and the Manager may request such additional information from potential investors or Investors as is necessary or appropriate in order to comply with any law, regulation or order, including those administered by OFAC. The Company may be unable to adequately verify information provided by investors, and thus may be unable to mitigate regulatory risks involved with accepting investments from certain investors.

Risks of Holding Plan Assets Subject to ERISA Regulations: The Manager intends to cause the Company to qualify for one or more exceptions under the U.S. Department of Labor's plan asset regulations. Compliance with these exceptions may affect (i) the operations and investments of the Company or (ii) an investor's ability to transfer or to continue to hold its investment in the Company. The Manager is required to use reasonable commercial efforts to cause the Company to be structured and operated to avoid holding the "plan assets" of "benefit plan investors" as such terms are defined in the U.S. Department of Labor's plan asset regulations. The Manager may attempt to comply with these regulations by limiting the investment in the Company by benefit plan investors, which may have the result that (i) transfers of interests in the Company may be limited or (ii) the interests of some investors may be subject to mandatory sale or redemption. Alternatively, if the Manager relies on the venture capital operating company exception and/or the real estate operating company exception, the Company may be required to decline to make certain investments that it would otherwise prefer to make, or it may be required to sell certain investments before it would otherwise prefer to do so. There can be no assurance that the Company will avoid holding plan assets under the foregoing exceptions. If the underlying assets of the Company were to be considered plan assets of a benefit plan investor subject to ERISA, the Manager would be an ERISA fiduciary and the Company would be subject to certain fiduciary requirements of ERISA with which it would be difficult for the Manager to comply.

Risks of Unsuitable Investments for Investors Subject to ERISA: Investors that are subject to the fiduciary and other standards under ERISA, the Internal Revenue Code, or common law could be subject to criminal and civil penalties in connection with an investment in the Company. There are special considerations that apply to investing in the Company on behalf of a trust, pension, profit sharing trusts or IRAs. Each fiduciary or other person investing the assets of a trust, pension, profit sharing, 401(k), Keogh or other qualified retirement plan or the assets of an IRA in the Company should determine that the investment is consistent with such person's fiduciary obligations under applicable law, including common law, ERISA and the Internal Revenue Code; the investment is made in accordance with the documents and instruments governing the trust or the plan or IRA, including a plan's investment policy; the investment satisfies the prudence and diversification requirements of Sections 404(a)(1)(B) and 404(a)(1)(C) of ERISA and other applicable provisions of ERISA and the Internal Revenue Code; the investment will not impair the liquidity of the trust, plan or IRA; the fiduciary will be able to value the assets of the plan annually in accordance with ERISA requirements and applicable provisions of the plan or IRA; and the investment will not constitute a prohibited transaction under Section 406 of ERISA or Section 4975 of the Internal Revenue Code. Failure to satisfy the fiduciary standards of conduct and other applicable requirements of ERISA, the Internal Revenue Code of ERISA, the Internal Revenue Code, or other applicable statutory or common law may result in the imposition of civil and criminal penalties and can subject the fiduciary to equitable remedies. Additionally, if an investment in the Company constitutes a prohibited transaction under ERISA or the Internal Revenue Code, the fiduciary that authorized or directed the investment or a "disqualified person" within the meaning of Section 4975 of the Code may be subject to the imposition of excise taxes with respect to the amount invested.

Tax Risks

Allocation of Income, Gain, Loss, and Deduction: The LLC Agreement provides for the allocation of income, gain, and losses for all purposes, including tax purposes, to both the Common Member and Members of the Company based on the Member's economic interest in the Company. The Manager believes that all material allocations to the Members of the Company may or may not be respected for U.S. federal income tax purposes. The rules regarding Company allocations are complex and no assurance can be given that the IRS will not successfully challenge the allocations in the LLC Agreement, and reallocate items of income, gain, loss or deduction in a manner which adversely increases the income allocable to the Members of the Company.

Phantom Income Risks: The operations of the Company may generate phantom income. Due to differences in the timing of the recognition of income by the Company and cash distributions to the Members, a Member's tax liability for a year may in certain circumstances exceed such Member's cash distributions, if any, for such year. This could occur, for example, (i) because the Company will, under the accrual method of accounting, have to include rents in income when earned even though a tenant has not made its lease payments when due, (ii) if the Company uses taxable proceeds to make capital improvements or pay other items that are not currently deductible, or (iii) to the extent the Company's debt principal payments for a period exceed the Company's depreciation deductions for such period. In such event, the Members will have to use other means to satisfy such tax liabilities.

Risk of Inconsistent Enforcement by the IRS: The Internal Revenue Service may take different positions with respect to tax issues. The Company will not seek rulings from the IRS with respect to any of the federal income tax considerations discussed in this Memorandum. Thus, positions to be taken by the IRS as to tax consequences could differ from positions taken by the Company.

Tax-Exempt Investors May Have Unrelated Business Taxable Income ("UBTI"): Although the Manager intends for the Company's allocations and distributions to satisfy the requirements of the so-called "Fractions Rule", tax-exempt investors may have UBTI (which will generally be subject to tax) from investments that are acquired by the Company. The Manager may (but is not required to) use reasonable commercial efforts to comply with the Fractions Rule at both the Company and joint venture levels in order to attempt to minimize unrelated debt-financed income for "qualified organizations" (as such term is defined in the Code). Notwithstanding the foregoing, certain investments may have UBTI from sources such as parking revenue and incidental services provided to tenants, and other investments that the Manager determines to cause the Company to acquire may be the type that generate primarily UBTI (such as inventory-type property). The Manager will not be liable for the recognition of any UBTI by a Member with respect to an investment in the Company, and potential investors can expect some or all of their profits from the Company to be UBTI. Each Member should consult with its own tax advisor regarding the federal, state, local and foreign tax considerations applicable to an investment in the Company.

The Manager May Cause the Company to be Treated as REIT for Tax Purposes: To accommodate certain investors, the opportunity to invest in the Company through a private real estate investment trust ("**REIT**") may be provided or, alternatively, the Company may form a subsidiary REIT. If legislation is passed that would result in taxation of the Carried Interest to the Manager as ordinary income, the Manager may take such steps as are necessary to avoid or minimize the adverse effects of such legislation, including causing the Company to elect to be treated as a REIT for U.S. federal income tax purposes. The tax considerations and risk associated with using a REIT in the Company structure, or the Company electing to be treated as a REIT, would be included in a supplement to this Memorandum. Legislative or regulatory tax changes could adversely affect an Investor. All statements contained in this Memorandum concerning the federal income tax consequence of any investment in the Company are based upon existing law and the interpretations thereof. Therefore, no assurance can be given that the currently anticipated income tax treatment of an investment in the Company will not be modified by legislative, judicial, or administrative changes, possibly with retroactive effect, to the detriment of the Investors.

Legislative or Regulatory Tax Changes Could Adversely Affect an Investor: All statements contained in this Memorandum concerning the federal income tax consequence of any investment in the Company are based upon existing law and the interpretations thereof. Therefore, no assurance can be given that the currently anticipated income tax treatment of an investment in the Company will not be modified by legislative, judicial, or administrative changes, possibly with retroactive effect, to the detriment of the Investors.

The Activities of the Company May Create One or More Reportable Transactions: Under Treasury regulations, the activities of the Company may create one or more "reportable transactions," requiring the Company and each Member, respectively, to file information returns with the IRS. However, the Manager does not expect any reportable transactions (but it is possible). The Manager will cause the Company to give notice to all Members of any reportable transaction of which it becomes aware in the annual tax information provided to Members in order to file their tax returns. Members should consult with their own advisors concerning the application of these reporting obligations and any similar state and local tax reporting requirements to their specific situations.

The Company May Not Timely Deliver Schedule K-1s: Members may be required to file extensions and may be subject to interest and penalties if the Manager's estimated tax information is inaccurate. The Manager will use reasonable commercial efforts to cause all tax filings to be made in a timely manner (taking permitted extensions into account); however, investment in the Company may require the filing of tax return extensions and filing in multiple jurisdictions by Members if composite state returns are not filed by the Company. Members may have to file one or more tax filing extensions if the Company does not deliver Schedule K-1 by the due date of the Members' returns. Although the Manager will attempt to cause the Company to provide Members with estimated annual federal tax information prior to March 15th as long as the Company's taxable year is the calendar year, the Company may not obtain annual federal tax information from all properties by such date. Moreover, although estimates will be provided to the Members by the Company in good faith based on the information obtained from the properties, such estimates may be different from the actual final tax information and such differences could be significant, resulting in interest and penalties to the Members due to underpayment of taxes or loss of use of funds for an extended period of time due to overpayment of taxes. The Manager shall have the right, but not the obligation, to file composite state tax returns for the benefit of Members that elect to participate in the filing of such returns.

Risks Applicable to Foreign Investors: Foreign investors may be liable for U.S. taxes on ECI and may be subject to FIRPTA. Certain investments made by the Company in the United States may cause the Company to be considered engaged in a U.S. trade or business for U.S. federal income tax purposes. As a result, income of the Company from such investments may be treated as "effectively connected income" with such trade or business for such purposes ("ECI"). Non-U.S. Investors must generally file U.S. federal income tax returns and pay U.S. federal income tax with respect to ECI of the Company allocable to them. In addition, regardless of whether the Company's activities constitute a trade or business, under provisions added to the Code by the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA"), gain derived by the Company from the disposition of U.S. real property interests (including interests in certain entities owning U.S. real property interests) is generally treated as ECI. Thus, Non-U.S. Investors that invest in the Company should be aware that a significant portion of the Company's income and gain from U.S. Fund investments may be treated as ECI and thus may cause the Non-U.S. Investors to be subject to U.S. federal income tax (and possibly state and local income tax) with respect to their share of such income and gain. The Company has no obligation to minimize ECI.

Manager May Amend LLC Agreement to Ensure Compliance: The Manager will use reasonable commercial efforts to avoid the Company being considered a publicly traded partnership. No transfer of an Interest may be made if it would result in the Company being treated as a publicly traded partnership under the Code. The Manager may, without the consent of any Member, amend the LLC Agreement in order to improve, upon advice of counsel, the Company's position in avoiding publicly traded partnership status for the Company (and the Manager may impose time-delay and other restrictions on recognizing transfers as necessary to do so).

Tax Withholdings: Investors may be required to make withholding tax payments to the Company. To the extent that the Company is required to withhold and pay certain amounts to taxing authorities on behalf of or with respect to its Investors, (i) if the amount required to be withheld or paid by the Company on behalf of or with respect to an Investor exceeds the amount available for distribution to such Investor, such Investor will be required to pay such amount to the Company, plus interest thereon, until such amount is repaid by such Investor; and (ii) each Investor will indemnify the Company, the Manager, and any members, partners and officers of the Manager, and hold them each harmless, for any liability with respect to taxes, penalties or interest required to be withheld or paid on behalf of or with respect to such Investor.

Other Risks

Protection of Intellectual Property: In certain cases, the Company may rely on trade secrets to protect intellectual property, proprietary rights, and processes, which the Company has acquired, developed, or may develop the future. There can be no assurances that secrecy obligations will be honored or that others will not independently develop similar or superior products. The protection of intellectual property and/or proprietary rights through claims of trade secret status has been the subject of increasing claims and litigation by various companies both in order to protect proprietary rights as well as for competitive reasons even where proprietary claims are unsubstantiated. The prosecution of proprietary claims or the defense of such claims is costly and uncertain given the uncertainty and rapid development of the principles of law pertaining to this area. The company, in common with other firms, may also be subject to claims by other parties with regard to the use of intellectual property, technology information, and data, which may be deemed proprietary by others.

Counsel to the Company Does Not Represent Interests of Investors: Documents relating to the Company, including the Subscription Agreement to be completed by each investor as well as the LLC Agreement, will be detailed and often technical in nature. Legal counsel to the Company will represent the interests solely of the Manager and the Company and will not represent the interests of any investor. Moreover, under the terms of the LLC Agreement, each investor will be required to waive any actual or potential conflicts of interest between such investor and legal counsel to the Company. Accordingly, each prospective investor is urged to consult with its own legal counsel before investing in the Company. Finally, in advising as to matters of law (including matters of law described in this Memorandum), legal counsel has relied, and will rely, upon representations of fact made by the Manager in this Memorandum and other documents. Such advice may be materially inaccurate or incomplete if any such representations are themselves inaccurate or incomplete, and legal counsel generally will not undertake independent investigation with regard to such representations.

Cybersecurity Risk: With the increased use of technologies such as the Internet to conduct business, the Company and its affiliates are susceptible to operational, information security and related risks. In general, cyber incidents can result from deliberate attacks or unintentional events. Cyberattacks include, but are not limited to, gaining unauthorized access to digital systems (e.g., through "hacking" or malicious software coding) for purposes of misappropriating assets or sensitive information, corrupting data, or causing operational disruption. Cyber-attacks may also be carried out in a manner that does not require gaining unauthorized access, such as causing denial-of-service attacks on websites (i.e., efforts to make network services unavailable to intended users).

Conflicts of Interests

Various potential and actual conflicts of interest may arise from the overall investment activities of the Manager, the Sponsor, and their affiliates. By acquiring units in the Company, each Investor will be deemed to have acknowledged the existence of any such actual or potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflict of interest. The following briefly summarizes some of these conflicts but is not intended to be an exclusive

list of all such conflicts. Any references to any of the Manager and the Sponsors in this section will be deemed to include their respective affiliates, partners, Investors, shareholders, officers, directors and employees.

General Scope of Potential Conflicts of Interest: The Manager, the Sponsors, and their affiliates will engage in a broad spectrum of real estate investment activities that are independent from and may from time-to-time conflict with those of the Company. In the future, instances may arise in which the interests of the Manager, the Sponsors, or their affiliates conflict with the interests of the Investors or the Company. The Manager, the Sponsors, and their affiliates may invest for their own accounts or the account of other vehicles under their respective management in investments that are senior to or junior to, participations in, or have rights and interests different from or adverse to, the investment opportunities of the Company. The interests in such investments of the Manager, the Sponsor or their affiliates may conflict with the interests of the Company in related investments at the time of origination, at the time of acquisition by the Company or in the event of default or restructuring of the investment.

Manager May Make Decisions Not in the Best Interest of Any Particular Investor: The Members may have conflicting investment, tax, and other interests with respect to their investments in the Company and with respect to the interests of investors in other investment vehicles managed or advised by the Manager that may participate in the same investments as the Company. The conflicting interests of Members with respect to other Members and relative to investors in other investment vehicles may relate to or arise from, among other things, the nature of investments made by the Company and such other limited liability companies or partnerships, the structuring or the acquisition of investments and the timing or disposition of investments by the Company and such other limited liability companies or partnerships. Therefore, conflicts of interest may arise in connection with the decisions made by the Manager, including with respect to the nature or structuring of investments that may be more beneficial for one investor than for another investor, especially with respect to investors' individual tax situations. In addition, the Company may make investments that may have a negative impact in related investments made by the Members in separate transactions. In selecting and structuring investments appropriate for the Company, the Manager will consider the investment and tax objectives of the Company and its Members (and those of investors in other investment vehicles managed or advised by the Manager) as a whole, not the investment, tax or other objectives of any Partner individually.

Sponsors May Operate Competing Funds or Companies: The Sponsors may face conflicts of interest related to the allocation of investment opportunities among the Company and other investment funds in which the Sponsor or its management team has an interest. The Sponsor may sponsor other investment funds and may engage in other investment activities. The activities conducted by the Sponsor on behalf of any such other investment funds may be directly or indirectly competitive with the Company, and conflicts may arise in determining whether an investment opportunity will be offered to the Company or another investment fund.

Sponsors and the Manager May Engage in Other Competing Investment Activities: The Manager, the Sponsors, the Company, and their affiliates may face conflicts of interest with respect to the other investment activities in which they engage. The Manager, Sponsors, the Company, and their affiliates may engage in a wide variety of activities, some of which may be carried out on behalf of entities that are in competition with the Company. The Manager, the Sponsors, and their affiliates may (i) exercise investment responsibility, or otherwise engage, directly or indirectly, in any other business, whether or not similar to, or identical with, the business of the Company or its target assets (which may include purchasing, selling, holding or otherwise dealing with investments), (ii) act as partners or advisers to other present or future private equity funds including, without limitation, any such funds managed by the Manager, or its affiliates, and (iii) make investments, including investments in, and financings, acquisitions and dispositions of, investments for their own accounts, in each case without any obligation to offer investment opportunities to the Company, subject to the limitations set forth in the LLC Agreement, and the Manager, and its respective

members, managers, directors, officers, partners, employees, agents and affiliates may directly or indirectly purchase, sell, hold or otherwise deal with investments and pursue investment opportunities, even if the investment or the prospective investment is of a character which, if presented to the Company could be acquired by the Company for investment, except to the extent set forth in the LLC Agreement.

Sponsors and the Manager May Not Devote Time to Management of the Company: The management team will face competing demands on their time. The management team will not be restricted in the amount of business time and attention that they may devote to matters unrelated to the Company. Specifically, the management team may, if they are formed, devote a material amount of their business time and attention to the activities of future investment funds. Conflicts of interest may arise in allocating management time among the Company and the other activities of the management team, existing and future investment funds, and their respective affiliates.

Self-Interested Transactions: The Manager may cause the Company to engage in transactions with affiliates of the Manager. Affiliates of the Manager may provide services to the Company and its Subsidiaries, Investments, and/or Properties, on terms that have not been bargained for at arms' length and that have not been put on the market for competitive bidding.

Risks of Speculation by the Manager: The Manager may have an incentive to make investments that involve greater risk or speculation than would be the case in the absence of performance-based compensation. Because the percentage of the Company's profits allocated to the Manager in respect of its Carried Interest and capital contributions will exceed the capital contributions of the Manager as a percentage of the aggregate capital contributions of the Company, the Manager may have an incentive to make investments that involve greater risk or speculation than would be the case in the absence of such performance-based compensation.

Guarantor Considerations: There may be conflicts of interest in certain circumstances relating to guarantees the Manager or its affiliates provide on behalf of the Company. In connection with certain investments, the Company, or the Manager (or its affiliates), may provide a completion guaranty, a non-recourse guaranty, a repayment guaranty, and/or a performance guaranty. The Company will be required to indemnify the Manager and such affiliates for any losses incurred in connection with these guaranties except to the extent such loss results from the Manager's or its affiliates' gross negligence, fraud, willful malfeasance, or reckless disregard of duties to the Company. The party executing a completion guaranty, or a non-recourse guaranty may be motivated to make decisions regarding the extension, modification and/or refinancing of the loan under which such guaranty was given. These decisions may be advantageous to the guarantor, but detrimental to the Company or the Members.

Incentive to Not Distribute Proceeds: The principals of the Manager may have an incentive to maintain higher reserves than otherwise. The Manager has sole discretion over the timing and amount of distributions to the Members by the Company. The Manager may retain, in its sole discretion, reasonable reserves to cover anticipated expenses and liabilities of the Company. Because the Manager may apply these reserves to satisfy Company obligations, including without limitation, Asset Management, Capital Transaction, and Acquisition Fees and reimbursements to the Manager may elect to maintain higher reserves (as opposed to making distributions to Members) to ensure that the Company has sufficient capital to pay such expenses and liabilities, including indemnification obligations to the Manager and its personnel under the LLC Agreement.

Investments by the Manager and Affiliates: The Manager, Sponsor and their affiliates engage in a wide variety of activities, some of which may be carried out on behalf of entities and real estate projects that are in competition with the Company. Subject in each case to the limitations set forth in the LLC Agreement, the Manager and its affiliates may (i) exercise investment responsibility, or otherwise engage, directly or indirectly, in any other business, whether or not similar to, or identical with, the business of the Company (which may include purchasing, selling, holding or otherwise dealing with investments), (ii) act as partners or advisors to other present or future private equity funds including,

without limitation, any such funds managed by the Manager, the Sponsor and their affiliates, and (iii) make investments, including investments in, and financings, acquisitions and dispositions of, investments for their own accounts, in each case without any obligation to offer investment opportunities to the Company, subject to the limitations set forth in the LLC Agreement, and the Sponsor, Manager and its Investors, managers, directors, officers, partners, employees, agents and affiliates may directly or indirectly purchase, sell, hold or otherwise deal with investments and pursue investment opportunities even if the investment or the prospective investment is of a character which, if presented to the Company could be acquired by the Company for investment, to the extent set forth in the LLC Agreement.

Compensation through the Carried Interest: The Manager is entitled to the Carried Interest, which provides for an allocation of profits that is proportionately higher than the Manager's relative Capital Contributions to the Company. The Carried Interest may create an incentive for the Manager to make investments that are riskier or more speculative than would be the case in the absence of such a provision in order to increase the amount of the Carried Interest. Further, provisions of the federal revenue tax laws effective January 1, 2018, provide that taxable gain allocable to a carried interest that held for less than three (3) years will be taxable as short- term capital gain, which may cause the Manager to hold an asset, exclusionary of §1231(b) gain, for a longer period that it otherwise would absent such new provision.

Lack of Separate Representation: The Company, the Manager, and its affiliates have been represented by Varnum LLP (the "Law Firm"), in connection with the formation of the Company and all related activities. Except for the foregoing, no Investor has been (or will be) represented by the Law Firm in connection with any aspect of the offering and formation of the Company. It is also contemplated that the Law Firm and other attorneys, accountants and consultants who have previously performed services for the Manager and its affiliates may in the future perform services for the Company, the Manager and their respective affiliates that are unrelated to the Company's formation, this Memorandum and Company activities. Neither the Law Firm nor any other attorney or consultant may be disqualified from representing the Manager, the Company, or any of their affiliates in any related or unrelated matter by reason of such multiple representations.

Manager May Make Decisions Without Consideration for Any Particular Investor's Tax Situation: The Investors are expected to include taxable and tax-exempt entities and may include persons organized or residing in various jurisdictions. As a result, conflicts of interest may arise in connection with decisions made by the Manager that may be more beneficial for one type of Investor than for another type of Investor. In selecting investments appropriate for the Company, the Manager will consider the investment objectives of the Company as a whole and not the investment objectives of any individual Investor.

CERTAIN LEGAL MATTERS

Investment Company Act of 1940

The Company will not be registered under the Investment Company Act of 1940, as amended (the "**Investment Company Act**") in reliance upon an exemption or exemptions thereunder. Depending upon the assets of the Company, it may not meet the definition of "investment company" under the Investment Company Act or be excluded from such definition under Section 3(c)(1) exempts from the definition of "investment company" an issuer that limits beneficial ownership to 100. The Company reserves the right to sell its securities to "knowledgeable employees" (as defined under the Investment Company Act). The Company intends to obtain appropriate representations and undertakings in order to assure that the conditions of any relevant exemptions are met.

Investment Advisers Act of 1940

Neither the Sponsor nor the Manager currently is registered as an investment adviser under the Investment Advisers Act, or any similar state law, and, as such, Investors will not currently be entitled to the protections afforded to investments that are advised by registered investment advisers. Although it reserves the right to

do so at an earlier time in its discretion, at such time as the Sponsor is or becomes required to do so, the Sponsor will either apply for registration as an investment adviser with the SEC and/or applicable state or report to the SEC and/or applicable state as an exempt reporting adviser, as applicable.

Securities Act of 1933; Other Securities Laws

Interests are not and will not be registered under the Securities Act, or the securities laws of any state ("blue sky" laws) or non-U.S. jurisdiction. Interests are offered and sold without registration in reliance upon the exemption from securities registration for transactions not involving a public offering, under Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder, and corresponding exemptions from securities registration under the laws of any state in which an investor resides or has its principal place of business. Each investor is required, in the Company subscription agreement pursuant to which such investor subscribes to the Investor Units, to make customary Regulation D representations, including the investor's accreditation to make the investment.

Bad Actor Disqualification and Disclosure Provisions under Rule 506(d) and (e)

Recent changes to Rule 506 of Regulation D promulgated under the Securities Act prohibit an issuer from claiming an exemption from registration of its securities under such rule if the issuer, any of its predecessors, any affiliated issuer, any director, executive officer, other officer participating in the offering of the interests, general partner or managing member of the issuer, any beneficial owner of 20% or more of the voting power of the issuer's outstanding voting equity securities, any promoter connected with the issuer in any capacity as of the date hereof, any investment manager of the issuer, any person that has been or will be paid (directly or indirectly) commission or other remuneration for solicitation of purchasers in connection with such sale of the issuer's interests, any general partner or managing member of any such investment manager or solicitor, or any director, executive officer or other officer participating in the offering of any such investment manager or solicitor or general partner or managing member of such investment manager or solicitor has been subject to certain "Bad Actor" events described in Rule 506(d) and Rule 506(e) of Regulation D subsequent to September 23, 2013, subject to certain limited exceptions. The Company is required to exercise reasonable care in conducting an inquiry to determine whether any such persons have been subject to such "Bad Actor" events and is required to disclose any "Bad Actor" events that occurred prior to September 23, 2013 to investors in the Company. While the Company believes that it has exercised reasonable care in conducting an inquiry into "Bad Actor" events by the foregoing persons and is not aware of any required disclosures, it is possible that (a) additional "Bad Actor" events may exist of which the Company is not aware and (b) the SEC, a court or other finder of fact may determine that the steps that the Company has taken to conduct its inquiry were inadequate and did not constitute reasonable care. If such a finding were made, the Company may lose its ability to rely upon Rule 506 for the placement of the Interests and, depending on the circumstances, may be required to register the offering of the Company's Interests with the SEC and under applicable state securities laws or to conduct a rescission offer with respect to the securities sold in the Offering.

Changes in Law; Regulation of Private Investment Funds

Legal, tax, and regulatory changes could occur that may adversely affect the Company at any time during the term of the Company. The legal, tax, and regulatory environment for private investment funds is evolving, and changes in the regulation of such funds, including changes to existing laws and regulations, may adversely affect the ability of the Company to pursue its investment strategy, its ability to obtain financing, and the value of investments held by the Company. Furthermore, recent changes to legal, tax and regulatory environment, may have a material adverse effect on the Company's activities, including the ability of the Company to implement operating improvements or otherwise execute its investment strategy or achieve its investment objectives. The Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") was enacted in July 2010. The Dodd-Frank Act created a number of new regulatory, supervisory and advisory bodies and affects the regulation of virtually every aspect of U.S. financial markets. The Dodd-Frank Act also mandates the preparation of studies of a wide range of issues that could lead to additional regulatory change. New legislation may be enacted into law or interpretations, rulings or regulations could be adopted, any of which could impact the Company, the Manager or its affiliates and the Investors, potentially with retroactive effect. It is not possible to predict

at this time whether any such change will benefit or adversely impact the Company, the Manager, its affiliates, or Company investors.

In addition, in recent years, market disruptions and the dramatic increase in the capital allocated to alternative investment strategies have led to increased and governmental as well as self-regulatory scrutiny of the private investment fund industry in general, and certain legislation proposing greater regulation of the industry periodically is being considered by the U.S. Congress, the SEC, Federal Reserve Board and other bank regulatory authorities and the Financial Stability Oversight Council (FSOC), as well as the governing bodies of non-U.S. jurisdictions. It is impossible to predict what, if any, changes may be instituted with respect to the regulations applicable to the Company, the Manager, their affiliates, the markets in which they trade and invest, or the counterparties with which they do business, or what effect such legislation or regulations might have. There can be no assurance that the Company, the Manager, the Advisor or their affiliates will be able, for financial reasons or otherwise, to comply with future laws and regulations, and any regulations that restrict the ability of the Company to implement its investment strategy could have a material adverse impact on the Company. To the extent that the Company's investments are or may become subject to regulation by various agencies in the U.S., the costs of compliance will be borne by the Company. The impact of any such future laws or regulations on the Company and its investors is uncertain.

Anti-Money Laundering Regulations

The Company may be subject to the USA PATRIOT Act, which amends the Bank Secrecy Act and was designed to detect and deter money laundering and terrorist financing activity. The USA PATRIOT Act requires subject businesses to establish anti-money laundering compliance programs that must include policies and procedures to verify investor identity at account opening and to detect and report suspicious transactions to the government. Institutions subject to the USA PATRIOT Act must also implement specialized employee training programs, designate an anti-money laundering compliance officer and submit to independent audits of the effectiveness of the compliance program. Compliance with the USA PATRIOT Act may result in additional financial expenses for the Company and may subject the Company to additional liability. The failure of the Company to comply with regulations of the Treasury Department's Office of Foreign Assets Control applicable to it could have similar or additional negative consequences to those under the USA PATRIOT Act.

Fiduciary Matters

The Internal Revenue Code impose certain duties on persons who are fiduciaries of Benefit Plan Investors and prohibit certain transactions involving the assets of a Plan and its fiduciaries or other interested parties. Under the Internal Revenue Code, any person who exercises any discretionary authority or control over the administration of a Plan or the management or disposition of the assets of a Plan, or who renders investment advice for a fee or other compensation to a Plan, is generally considered to be a fiduciary of the Plan. In considering an investment in the Company of a portion of the assets of any Plan, a fiduciary should determine, particularly in light of the risks and lack of liquidity inherent in an investment in the Company, whether the investment is in accordance with the documents and instruments governing the Plan and the applicable provisions of the Internal Revenue Code or any Similar Law relating to a fiduciary's duties to the Plan including, without limitation, the prudence, diversification, delegation of control and prohibited transaction provisions of the Internal Revenue Code and any other applicable Similar Laws. Furthermore, absent an exemption, the fiduciaries of a Plan should not invest in the Company with the assets of any Plan if the Manager or any of its affiliates is a fiduciary with respect to such assets of the Plan.

The Plan Asset Regulations

The Department of Labor has promulgated regulations (the "**Plan Asset Regulations**") describing what constitutes the assets of a Plan with respect to the Plan's investment in an entity for purposes of the fiduciary responsibility provisions of Section 4975 of the Internal Revenue Code. Under the Plan Asset Regulations, if a Plan invests in an "equity interest" of an entity that is neither a "publicly offered security" nor a security issued by an investment company registered under the Investment Company

Act, the Plan's assets are deemed to include both the equity interest itself and an undivided interest in each of the entity's underlying assets, unless it is established that the entity is an "operating company" (including a venture capital operating company ("**VCOC**") or a real estate operating company ("**REOC**")) or the equity participation by Benefit Plan Investors is not "significant" (the exemption expected to be relied on by the Company). For this purpose, a "**Benefit Plan Investor**" is defined to mean any plan to which Section 4975 of the Internal Revenue Code applies, and any entity whose underlying assets include plan assets by reason of a plan's investment in such entity. The Company will not be registered under the Investment Company Act pursuant to the exemption provided by Section 3(c)(5) and/or Section 3(c)(6) which excludes from the definition of "investment company" an issuer investing in real estate interests and in liens upon real estate interests thereunder. Therefore, if participation in the Company through the acquisition of any class of equity interest by Benefit Plan Investors is "significant" within the meaning of the Plan Asset Regulations, the assets of the Company could be deemed to be the assets of Plans investing in Interests unless the Company qualifies as an "operating company". If the assets of the Company were deemed to constitute the assets of an investing Plan, (i) transactions involving the assets of the Company could be subject to the fiduciary responsibility and prohibited transaction provisions of Section 4975 of the Internal Revenue Code, (ii) the fiduciary causing the Plan to make an investment in the Investor Units could be deemed to have delegated its responsibility to manage the assets of the Plan, and (iii) the indicia of ownership of the assets of the Company would have to be maintained within the jurisdiction of the district courts of the United States unless certain regulatory exceptions were applicable. An "operating company" is defined in the Plan Asset Regulations as an entity primarily engaged in the production or sale of a product or service other than the investment of capital. It is not anticipated that the Company will qualify under this general definition of an operating company. However, the Plan Asset Regulations provide that the term "operating company" also includes an entity that is either a VCOC or a REOC.

Based upon the types of investments that the Manager expects to make with the assets of the Company, it is not anticipated that the Company will qualify as a VCOC or an REOC or otherwise qualify for the exception applicable to operating companies under the Plan Asset Regulations.

Restrictions on Purchase of Investor Units

The Manager intends to limit equity participation by Benefit Plan Investors so that participation is not considered "significant" as defined in the Plan Asset Regulations. Accordingly, each purchaser or transferee (if any) of any Investor Units will be required to represent and warrant (i) whether or not it is a Benefit Plan Investor, and (ii) whether or not it is not a Controlling Person. Each purchaser or transferee (if any) will also be required to represent and warrant that its purchase does not constitute a non- exempt prohibited transaction under the Internal Revenue Code or any law with provisions similar to the prohibited transaction provisions under Section 4975 of the Internal Revenue Code. Any purported purchase or transfer of Investor Units that would cause the Company to exceed the twenty-five percent (25%) Limitation or otherwise does not comply with the foregoing shall be null and void ab initio. In addition, the Manager may require that Interests held by Benefit Plan Investors be immediately redeemed to the extent necessary to cause the Company to stay within the twenty-five percent (25%) Limitation. Although the Company intends to restrict the acquisition of Interests by Benefit Plan Investors so that such Interests in the aggregate are not "significant," there can be no assurance that the ownership of Interests by Benefit Plan Investors will always remain below the threshold established under the Plan Asset Regulations.

Request for Information

The Company reserves the right to request from any investor or potential investor such information as it deems necessary to monitor the Company's compliance with the Plan Asset Regulations.

CERTAIN TAX MATTERS

The following discussion is a general summary of certain U.S. federal income tax considerations with respect to an investment in the Company. The following summary does not discuss all of the potential tax issues relevant to the Investors and is not a substitute for careful tax planning by each Investor. Moreover, the tax considerations relevant to a particular Investor depend upon its particular circumstances and state of residence. The following discussion also does not discuss any aspect of state, local, or foreign law or U.S. federal tax laws other than U.S. federal income tax and is limited to U.S. persons holding their Interests as "capital assets" within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "Code"), i.e., generally, for investment. The following discussion does not address certain special tax rules applicable to non-U.S. investors or tax-exempt investors. The following discussion is based upon the Code and the regulations promulgated thereunder (the "**Treasury Regulations**") and administrative and judicial interpretations thereof, as of the date hereof, all of which are subject to change, possibly on a retroactive basis.

For purposes of the following discussion, a U.S. person is (i) a citizen or individual resident (as defined in Section 7701(b) of the Code) of the United States, (ii) a corporation (including any entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, or under the laws of any state thereof (including the District of Columbia), (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source, or (iv) a trust if (a) it is subject to the primary supervision of a court within the United States and one or more U.S. persons have authority to control all substantial decisions of the trust or (b) it was in existence on August 20, 1996 and has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

THE FOLLOWING DISCUSSION OF CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS IS PROVIDED FOR GENERAL INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE TAX ADVICE. EACH INVESTOR IS URGED TO CONSULT HIS, HER OR ITS OWN TAX ADVISER CONCERNING THE POTENTIAL U.S. FEDERAL, STATE AND LOCAL TAX CONSEQUENCES OF AN INVESTMENT IN THE COMPANY, WITH SPECIFIC REFERENCE TO THE INVESTOR'S PARTICULAR TAX SITUATION. INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM OR ANY PRIOR OR SUBSEQUENT COMMUNICATION FROM THE COMPANY OR THE MANAGER OR ANY OF THEIR REPRESENTATIVES OR AGENTS AS TAX OR LEGAL ADVICE. INVESTORS MAY NOT RELY ON SUCH CONTENTS WITH RESPECT TO THESE MATTERS IN MAKING THEIR INVESTMENT DECISIONS.

Treatment as a Partnership

The Company intends to be treated as a partnership for U.S. federal income tax purposes. As a partnership, the Company generally should not be subject to entity-level U.S. federal income tax. Instead, each Investor will be required to take into account its distributive share of all items of the Company's income, gain, loss, deduction and credit, whether or not a distribution is made. The character of each item of income, gain, loss, deduction, or credit generally will be determined at the Company level. The state and U.S. federal income tax on an Investor's allocable share of the Company's taxable income may exceed distributions to such Investor and result in so-called "phantom income" to such Investor. As a result, an Investor may have to use funds from sources other than the Company to pay its state and federal income tax liability arising from an investment in the Company. The LLC Agreement generally will allocate items of income, gain, loss and deduction for U.S. federal income tax purposes in a manner that reflects the entitlement of the respective Investors' rights to distributions upon liquidation. Under Section 704(b) of the Code, a partnership's allocations of such items generally will be respected for U.S. federal income tax purposes if they have "substantial economic effect" or if they are in accordance with the Members' interests in the partnership. If a partnership's allocations do not comply with Section 704(b) of the Code, the Internal Revenue Service (the "IRS") may reallocate such items in accordance with the interests of the Members in the Company. Although the Manager expects that the allocations in the LLC Agreement will comply with Section 704(b) of the Code and thus will be respected for U.S. federal income tax purposes, there can be no assurance that the IRS will not challenge the allocations of such items. If the IRS were to assert successfully that the allocations provided in the LLC Agreement

should not be given effect, the IRS could reallocate tax items in a different manner, which could be less favorable than the allocations set forth in the LLC Agreement and could result in adverse tax consequences for the Investors.

Basis of Interests

For tax purposes, an investor's adjusted basis in the units is relevant for determining, among other things, the deductibility of the Investor's share of the Company's losses and for computing gain or loss, if any, upon a taxable transfer of the Investor's Units and upon receipt of certain distributions from the Company. An Investor's initial tax basis in the Company will generally equal the Investor's initial cash capital contributions, increased by the Investor's allocable share of the Company's liabilities. The Investor's adjusted tax basis will generally be increased by its distributive share of income and the amount of additional contributions made to the Company by such Investor and will generally be decreased (but not below zero) by the Investor's distributive share of losses and by the amount of distributions made to the Investor by the Company. Increases in an Investor's allocable share of liabilities will generally be treated as a contribution of cash to the Company to the extent of such increase and decreases in an Investor's allocable share of the Company's liabilities will generally be treated as distributions of cash to the Investor to the extent of the decrease. Subject to certain conditions and limitations, losses allocated to an Investor by the Company may be deducted by the Investor only to the extent of the Investor's adjusted tax basis in the Company as of the end of the taxable year in which the loss is incurred. Any loss that cannot be deducted under this basis limitation rule generally may be carried forward and used by the Investor in any future tax year to the extent of the Investor's adjusted tax basis in the Company.

Cash Distributions

Cash distributions by the Company to an Investor (including deemed cash distributions resulting from a decrease in an Investor's allocable share of the liabilities of the Company) will generally not result in taxable gain to that Investor unless the distributions exceed the Investor's adjusted tax basis of its interest, in which case the Investor will generally recognize gain in the amount of such excess. Gain, if any, resulting from cash distributions will generally be treated as gain from the sale or exchange of the Investor's interest. (See "*Sale or Other Disposition of Interests*" below.) A loss upon a distribution to an Investor would generally be recognized only upon a complete liquidation or redemption of the Investor's interest.

Sale or Other Disposition of Interests

Upon an Investor's sale of their units, the Investor will generally recognize gain or loss equal to the difference between (a) the proceeds of such sale plus such Investor's proportionate share of the liabilities of the Company and (b) the Investor's adjusted tax basis in such interest. Such gain or loss recognized on a sale of an interest by an Investor that has held such interest for more than twelve months generally will be treated as long-term capital gain or loss, as the case may be. However, that portion of the selling Investor's gain allocable to "unrealized receivables" or "inventory items," each as defined in Section 751 of the Code, will generally be treated as ordinary income.

Restrictions on Deductibility of Expenses and Other Losses

In the case of non-corporate taxpayers, the ability to use certain specific items of deduction attributable to the investment activities of the Company may be limited under the investment interest limitation under Section 163(d) of the Code and/or other provisions of the Code. Non-corporate taxpayers will generally not be able to deduct certain expenses not related to a "trade or business." Taxpayers are generally permitted to deduct losses from a "passive activity" (in general, business activities in which the taxpayer does not materially participate) only against passive activity income or upon the disposition of the taxpayer's interest in the passive activity. Any loss that cannot be deducted under the passive activity loss provisions generally may be carried forward and deducted by the taxpayer in future tax years to the extent permitted by the passive activity loss provisions. Certain other restrictions in the Code on the deduction of expenses and losses may also apply.

Audits

The audit rules under the Code for entities treated as partnerships provide that: (i) the IRS will deal with a single partnership representative (as such term is used in the Code) and (ii) under certain circumstances the IRS may impose any resulting tax at the partnership level. The partnership representative has the exclusive authority to deal with the IRS. The Manager will designate a partnership representative who will have the authority to take all actions and make all elections. In addition, under the LLC Agreement, if any tax is imposed at the Company level that is attributable in whole or in part to an Investor, such Investor will be required to indemnify the Company for such tax. These entity-audit provisions may cause individual Investors to be unable to protest the IRS's determinations separately and may increase the likelihood of audits for organizations such as the Company. If adjustments are made to the Company's income or loss as a result of an audit of the Company's federal tax information returns, the tax returns of the Investors may be reviewed by the IRS. Such review may lead to audits by the IRS of Investors' tax returns, which audits could result in adjustments of items that are unrelated to the Company, as well as of related items.

State and Local Tax Considerations

In addition to the U.S. federal income tax considerations described above, prospective investors should consider potential state and local tax consequences of an investment in the Company. State and local tax laws often differ from U.S. federal income tax laws with respect to the treatment of specific items of income, gain, loss, deduction and credit. EACH PROSPECTIVE INVESTOR IS ADVISED TO CONSULT ITS OWN TAX ADVISER REGARDING THE STATE AND LOCAL TAX EFFECTS OF AN INVESTMENT IN THE COMPANY, INCLUDING, WITHOUT LIMITATION, INFORMATION RETURN AND REPORTING REQUIREMENTS, THAT MAY BE IMPOSED.

INVESTMENT OBJECTIVE AND STRATEGY

The Company intends to identify and subsequently acquire membership interests in different entities owning different properties, which once identified, each indirect interest in a property will be known as (the "Target Asset"). The interest in the property identified by virtue of its equity interests in the Target Asset will be known as (the "Projects"). The Company intends to pursue interests in projects that are owned or controlled by affiliates of the Sponsor as well as third-party projects. There will not be an independent representative of the Company in dealing with the transactions with affiliates of Sponsor. Please see Exhibit A for further information.

PLAN OF DISTRIBUTION

This Regulation D offering will be conducted by the Manager. The Company and any Placement Agent as may be selected by the Company are offering the Investor Units on a "best efforts" basis. The officers of the Company who sell Investor Units will receive no transaction-based compensation for such sales. The Company may pay commissions of the purchase price of any Investor Units sold by the Placement Agent or any registered FINRA broker/dealer designated by the Placement Agent to participate in the Offering.

Determination of Offering Price

The offering price for the Investor Units sold in this Offering has been determined by the Company. Among the factors considered are prevailing market conditions, estimates of business potential of the Company, the present state of the Company's project and other factors deemed relevant. The Offering price does not necessarily bear any direct relationship to asset value or net book value of the Company.

Description of the Securities

Authorized Capital, Members and Investors
The authorized capital of the Company consists of 40,000 total Units, 20,000 of which are Sponsor Units that have been issued to the Manager, and 20,000 of which are Investor Units being offered herein. The Company will further limit the offering to up to one hundred (100) beneficial owners in accordance with Section 3(c)(1) of the Investment Company Act.

Class A Units
The minimum investment in Class A is $50,000. The Class A Members are entitled to a non-compounding, cumulative preferred return of eleven percent (11%) per annum on their invested capital with distributions to be paid quarterly to the extent of funds available for distribution, up to eight percent (8%) preferred return, and following a Capital Event, which is expected after a projected five-year holding period ("***Class A Preferred Return***"). Class A Members will receive a liquidation preference providing for their recoupment of their initial investment represented in their respective Subscription Agreements before liquidation distributions to the Sponsor Member. Class A, B, and C Members shall collectively have a fifty percent (50%) Sharing Ratio in the Company and shall receive fifty percent (50%) of remaining net cash in pari passu above their stipulated preferred return. Class A Members will not have the right to take part in the management or control of the business or affairs of the Company, to transact any business for the Company, to vote on any matter as set forth in the LLC Agreement, or to sign for or bind the Company as set forth in the LLC Agreement.

Class B Units
The minimum investment in Class B is $100,000. The Class B Members are entitled to a non-compounding, cumulative preferred return of twelve percent (12%) per annum on their invested capital with distributions to be paid quarterly to the extent of funds available for distribution, up to eight percent (8%) preferred return, and following a Capital Event, which is expected after a projected five-year holding period ("***Class B Preferred Return***"). The Class B Members will receive a liquidation preference providing for their recoupment of their initial investment represented in their respective Subscription Agreements before liquidation distributions to the Sponsor Members. Class A, B, and C Members shall collectively have a fifty percent (50%) Sharing Ratio in the Company and shall receive fifty percent (50%) of remaining net cash in pari passu above their stipulated preferred return. Class B Members will not have the right to take part in the management or control of the business or affairs of the Company, to transact any business for the Company, to vote on any matter as set forth in the LLC Agreement, or to sign for or bind the Company as set forth in the LLC Agreement.

Class C Units
The minimum investment in the Class C Units is $250,000. The Class C Members are entitled to a non-compounding, cumulative preferred return of thirteen percent (13%) per annum on their invested with distributions to be paid quarterly to the extent of funds available for distribution, up to eight percent (8%) preferred return, and following a Capital Event, which is expected after a projected five-year holding period ("***Class C Preferred Return***"). The Class C Members will receive a liquidation preference providing for their recoupment of their initial investment represented in their respective Subscription Agreements before liquidation distributions to the Sponsor Members. Class A, B, and C Members shall collectively have a fifty percent (50%) Sharing Ratio in the Company and shall receive fifty percent (50%) of remaining cash flow in pari passu above their stipulated preferred return. Class C Members will not have the right to take part in the management or control of the business or affairs of the Company, to transact any business for the Company, to vote on any matter as set forth in the LLC Agreement, or to sign for or bind the Company as set forth in the LLC Agreement.

Preferred Return
The Class A, Class B, and Class C Preferred Returns shall be collectively referred to as the "Preferred Return." The Preferred Return shall begin accruing when one the first (1st) day of the month following receipt and confirmation of funds to the Company.

Sponsor Units
The Company includes 20,000 Sponsor Units issued to the Manager as the initial Sponsor member. The Sponsor Units are not for sale or resale except as expressly set forth in the LLC Agreement. The Sponsor Member has fifty percent (50%) of the Sharing Ratio and one hundred percent (100%) of the voting ratio, which shall not change. The number of Sponsor Units may be adjusted according to the total number of Investor Units issued in order to maintain the Investor Units 50% and Sponsor Units 50% ratio.

Outstanding Units
Upon completion of the Offering, the Investor Units and the Sponsor Units (collectively "Units") shall comprise the only representation of ownership that the Company will have issued and outstanding to date.

Voting
Only the Sponsor Member of the Company is entitled to vote in proportion to such member's voting ratio as set forth in the LLC Agreement for each matter submitted to a vote of the members of the Company, subject to changes or modifications contained in the LLC Agreement. Members who hold investor units shall not be entitled to vote nor participate in the voting ratio of the Company. However, the Class A, B, or C Members will have the right to remove the Manager for cause. Cause for purposes of the LLC Agreement means conviction of a crime involving moral turpitude of the Manager or any of its members, shareholders, partners, managers, officers, or directors, or any of the members, shareholders, partners, managers, officers, or directors being deemed as a Bad Actor as the term is defined in Rule 506(d) of the Securities Act. In the event an affiliate of the Manager is convicted of a crime involving moral turpitude or being designated as a Bad Actor, the Manager shall remove such affiliate within fourteen (14) business days of such conviction or designation. Failure to remove such affiliate will justify removal of the Manager for cause.

Redemption
Investors who hold Class A, B, or Class C Units will not be vested with redemption or conversion rights. However, the Manager in its sole discretion may, in good faith, redeem any Member if the Manager determines that it is in the best interest of the Company or to ensure compliance with applicable law.

Limited Liability of Investors
No Investor will be personally liable as an Investor for any of the debts, or liabilities of the Company.

Transfer of Investor Units
In addition to the restrictions on transfer set forth in the LLC Agreement, until registration, the Investor Units offered herein and hereby will be deemed "restricted securities" under federal and state law securities laws and may not be sold, transferred, or otherwise disposed of except under certain limited circumstances and conditions. The Company has no plans to register the Investor Units.

Distributions
Distributable income from a refinance, sale or other disposition of the Projects or liquidation of the Target Asset or Company ("Capital Event"), as well as any income from cash flow or interest from a Project, to the extent received by the Company, net of reserves and expenses, and costs of a Capital Event, will be distributed to the members as soon as practicable after such event, in the following manner and order of priority as follows:

> First, to the Class A, B, and C Members until their entire accrued preferred return has been paid, pro rata to each Member's total Capital Contribution; *
> Second, to the Class A, B, C Members pro rata to each Member, until each has received a full return of their respective Invested Capital;
> Finally, with respect to further excesses, fifty percent (50%) to Class A, B, and C Members in pari passu in proportion to their respective Class A, B, and C interests, and fifty percent (50%)

to the Sponsor Member in proportion to the respective Sharing Ratios of the Sponsor Units Members (if more than one).

*Notwithstanding anything to the contrary, the Company anticipates paying current up to an eight percent (8%) preferred return with any additional preferred return accruing, but not compounding, to be paid from a Capital Event to the extent of available net proceeds.

Depreciation and Loss Allocation

Depreciation and allocations of loss will be shared in proportion according to the Sharing Ratio. In the event an investor is unable to take depreciation due to vehicle of investment or for some other reason, such allotted depreciation of the investor will shift to the Manager. The Company currently expects that depreciation and other losses will not be allocated to the Company from the Projects, given that the preferred equity interests in the Projects are expected to be treated as debt for tax purposes. No assurance is made or provided that in the future any depreciation will or will not be available or allocated to an investor.

METHOD OF SUBSCRIPTION

Each person intending to purchase the Investor Units offered hereby, must deliver the following items to the Company:

a. A completed and signed Subscription Agreement, a copy of which is attached hereto as Exhibit B, with the number of Investor Units desired indicated thereon. There is also a form to input your financial information so that the Company will have the appropriate account to make your distributions.
b. A completed and signed Investor Questionnaire either as an Entity Investor or Individual, a copy of which is attached hereto as Exhibit C and D; and
c. A signed LLC Agreement, a copy of which is attached hereto as Exhibit E. The signature Page for the LLC Agreement must be signed by every Member.
d. A wire transfer in the amount of at least $50,000 for Class A Investors, $100,000 for Class B Investors and $250,000 for Class C Investors to the account of "Hyro Holdings, LLC." The Manager will decide whether to accept lesser Subscriptions.
e. Wiring instructions are available on the cover page of the PPM to those Subscribers accepted by the Company after an Investor Questionnaire and Subscription Agreement has been approved.

These items should be delivered to the Company. Upon acceptance by the Company of a subscription, confirmation of such acceptance will be sent to the subscriber. The Company reserves the right to reject any subscriptions or portions of subscriptions at its own discretion. Investors must fund one hundred percent (100%) of their subscription for Investor Units.

ADDITIONAL INFORMATION

During the course of the Offering and prior to any sale, each offeree of the Investor Units and his or her professional advisor(s), if any, are invited to ask questions concerning the terms and conditions of the Offering and to obtain any additional information necessary to verify the accuracy of the information set forth herein. Such information will be provided to the extent the Company possesses such information or can acquire it without unreasonable effort or expense.

Each prospective investor will be afforded, and should seek, the opportunity to obtain any additional information which such prospective investor may reasonably request, to ask questions of, and to receive answers from, the Company or any other person authorized by the Company to act, concerning the terms and conditions of the Offering, the information set forth herein and any additional information which such prospective investor believes is necessary to evaluate the merits of the Offering, as well as to obtain additional information necessary to verify the accuracy of information set forth herein or provided in response to such prospective investor's inquiries. Any prospective investor should always contact and/or seek independent advice from their own independent legal or accounting advisors. Any prospective investor having any questions or desiring additional information should also contact:

Hyro Holdings LLC
c/o Hyro Holdings Manager LLC
1934 Old Gallows Rd., Suite 350
Tysons, VA 22182
invest@vikingcapllc.com
TEL: 352-727-1468

JURISDICTIONAL LEGENDS

1. NOTICE TO ALABAMA RESIDENTS ONLY: THE UNITS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND SUCH LAWS. THE UNITS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

2. NOTICE TO ALASKA RESIDENTS ONLY: 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 OF 1933, AS AMENDED, 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.

3. NOTICE TO ARIZONA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE ARIZONA SECURITIES ACT AND HAVE NOT BEEN APPROVED BY THE SEC OR THE ARIZONA CORPORATION COMMISSION AND THEREFORE CANNOT BE RESOLD UNLESS THEY ARE ALSO REGISTERED OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

4. NOTICE TO ARKANSAS RESIDENTS ONLY: THESE SECURITIES ARE OFFERED IN RELIANCE UPON CLAIMS OF EXEMPTION UNDER 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 THIS OFFERING OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

5. FOR CALIFORNIA RESIDENTS ONLY: THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS OFFERING HAS NOT BEEN QUALIFIED WITH COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFORE PRIOR TO SUCH QUALIFICATIONS IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPTED FROM QUALIFICATION BY SECTION 25100, 25102, OR 25104 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS OFFERING ARE EXPRESSLY CONDITION UPON SUCH QUALIFICATIONS BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

6. FOR COLORADO RESIDENTS ONLY: THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE COLORADO SECURITIES ACT OF 1991 BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE COLORADO SECURITIES ACT OF 1991, IF SUCH REGISTRATION IS REQUIRED.

7. NOTICE TO CONNECTICUT RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE BANKING COMMISSIONER OF THE STATE OF CONNECTICUT NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THE OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

8. NOTICE TO DELAWARE RESIDENTS ONLY: IF YOU ARE A DELAWARE RESIDENT, YOU ARE HEREBY ADVISED THAT THESE SECURITIES ARE BEING OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE DELAWARE SECURITIES ACT. THE SECURITIES CANNOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.

9. NOTICE TO DISTRICT OF COLUMBIA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES BUREAU OF THE DISTRICT OF COLUMBIA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

10. NOTICE TO DELAWARE RESIDENTS ONLY: THE SECURITIES DESCRIBED HEREIN HAVE NOT BEEN REGISTERED UNDER THE DELAWARE SECURITIES ACT. THE SHARES REFERRED TO HEREIN WILL BE SOLD TO

AND ACQUIRED BY THE HOLDER IN A TRANSACTION EXEMPT UNDER SAID ACT. THE SHARES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF DELAWARE.

11. NOTICE TO GEORGIA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE GEORGIA SECURITIES ACT PURSUANT TO REGULATION 5904-2-02. THE SECURITIES CANNOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.

12. NOTICE TO HAWAII RESIDENTS ONLY: NEITHER THIS PROSPECTUS NOR THE SECURITIES DESCRIBED HEREIN BEEN APPROVED OR DISAPPROVED BY THE COMMISSIONER OF SECURITIES OF THE STATE OF HAWAII NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS.

13. NOTICE TO IDAHO RESIDENTS ONLY: THESE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE IDAHO SECURITIES ACT IN RELIANCE UPON EXEMPTION FROM REGISTRATION PURSUANT TO SECTION 30-14-201(6) THEREOF AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SAID ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SAID ACT.

14. NOTICE TO ILLINOIS RESIDENTS: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECRETARY OF THE STATE OF ILLINOIS NOR HAS THE STATE OF ILLINOIS PASSED UPON THE ACCURACY OR ADEQUACY OF THE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

15. NOTICE TO INDIANA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 23-19-2-1 OF THE INDIANA SECURITIES LAW AND HAVE NOT BEEN REGISTERED UNDER SECTION 23-19-3. THEY CANNOT THEREFORE BE RESOLD UNLESS THEY ARE REGISTERED UNDER SAID LAW OR UNLESS AN EXEMPTION FORM REGISTRATION IS AVAILABLE. A CLAIM OF EXEMPTION UNDER SAID LAW WILL BE FILED, AND IF SUCH EXEMPTION IS NOT DISALLOWED SALES OF THESE SECURITIES MAY BE MADE. HOWEVER, UNTIL SUCH EXEMPTION IS GRANTED, ANY OFFER MADE PURSUANT HERETO IS PRELIMINARY AND SUBJECT TO MATERIAL CHANGE.

16. NOTICE TO IOWA RESIDENTS ONLY: IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED; 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.

17. NOTICE TO KANSAS RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 81-5-15 OF THE KANSAS SECURITIES ACT AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

18. NOTICE TO KENTUCKY RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER TITLE 808 KAR 10:210 OF THE KENTUCKY SECURITIES ACT AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

19. NOTICE TO LOUISIANA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER RULE 1 OF THE LOUISIANA SECURITIES LAW AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

20. NOTICE TO MAINE RESIDENTS ONLY: THE ISSUER IS REQUIRED TO MAKE A REASONABLE FINDING THAT THE SECURITIES OFFERED ARE A SUITABLE INVESTMENT FOR THE PURCHASER AND THAT THE PURCHASER IS FINANCIALLY ABLE TO BEAR THE RISK OF LOSING THE ENTIRE AMOUNT INVESTED.

THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION UNDER §16202(15) OF THE MAINE UNIFORM SECURITIES ACT AND ARE NOT REGISTERED WITH THE SECURITIES ADMINISTRATOR OF THE STATE OF MAINE.

THE SECURITIES OFFERED FOR SALE MAY BE RESTRICTED SECURITIES AND THE HOLDER MAY NOT BE ABLE TO RESELL THE SECURITIES UNLESS:

(1) THE SECURITIES ARE REGISTERED UNDER STATE AND FEDERAL SECURITIES LAWS, OR
(2) AN EXEMPTION IS AVAILABLE UNDER THOSE LAWS.

21. NOTICE TO MARYLAND RESIDENTS ONLY: IF YOU ARE A MARYLAND RESIDENT AND YOU ACCEPT AN OFFER TO PURCHASE THESE SECURITIES PURSUANT TO THIS MEMORANDUM, YOU ARE HEREBY ADVISED THAT THESE SECURITIES ARE BEING SOLD AS A TRANSACTION EXEMPT UNDER SECTION 11-602(9) OF THE MARYLAND SECURITIES ACT. THE SHARES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF MARYLAND. ALL INVESTORS SHOULD BE AWARE THAT THERE ARE CERTAIN RESTRICTIONS AS TO THE TRANSFERABILITY OF THE SHARES.

22. NOTICE TO MASSACHUSETTS RESIDENTS ONLY: 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 THIS 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.

23. NOTICE TO MICHIGAN RESIDENTS ONLY: IN MAKING AN INVESTMENT DECISION, PURCHASERS 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 BY OF RULE 144, 17 CFR 230.144, AS PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. PURCHASERS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

24. NOTICE TO MINNESOTA RESIDENTS ONLY: THESE SECURITIES BEING OFFERED HEREBY 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.

25. NOTICE TO MISSISSIPPI RESIDENTS ONLY: IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES 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 GENERALLY NOT BE TRANSFERRED OR RESOLD FOR A PERIOD OF ONE (1) YEAR. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

26. FOR MISSOURI RESIDENTS ONLY: THE SECURITIES OFFERED HEREIN WILL BE SOLD TO, AND ACQUIRED BY, THE PURCHASER IN A TRANSACTION EXEMPT UNDER SECTION 409.2-201(6) OF THE MISSOURI SECURITIES ACT OF 2003, AS AMENDED. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF MISSOURI. UNLESS THE SECURITIES ARE SO REGISTERED, THEY MAY NOT BE OFFERED FOR SALE OR RESOLD IN THE STATE OF MISSOURI, EXCEPT AS A SECURITY, OR IN A TRANSACTION EXEMPT UNDER SAID ACT.

27. NOTICE TO MONTANA RESIDENTS ONLY: IN ADDITION TO THE INVESTOR SUITABILITY STANDARDS THAT ARE OTHERWISE APPLICABLE, ANY INVESTOR WHO IS A MONTANA RESIDENT MUST HAVE A NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES) IN EXCESS OF FIVE (5) TIMES THE AGGREGATE AMOUNT INVESTED BY SUCH INVESTOR IN THE SHARES.

28. NOTICE TO NEBRASKA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER CHAPTER 15 OF THE NEBRASKA SECURITIES LAW AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

29. NOTICE TO NEVADA RESIDENTS ONLY: IF ANY INVESTOR ACCEPTS ANY OFFER TO PURCHASE THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION NRS 90.530 OF THE NEVADA SECURITIES LAW. THE INVESTOR IS HEREBY ADVISED THAT THE ATTORNEY GENERAL OF THE STATE OF NEVADA HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING AND THE FILING OF THE OFFERING WITH

THE BUREAU OF SECURITIES DOES NOT CONSTITUTE APPROVAL OF THE ISSUE, OR SALE THEREOF, BY THE BUREAU OF SECURITIES OR THE DEPARTMENT OF LAW AND PUBLIC SAFETY OF THE STATE OF NEVADA. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. NEVADA ALLOWS THE SALE OF SECURITIES TO 25 OR FEWER PURCHASERS IN THE STATE WITHOUT REGISTRATION. HOWEVER, CERTAIN CONDITIONS APPLY, I.E., THERE CAN BE NO GENERAL ADVERTISING OR SOLICITATION AND COMMISSIONS ARE LIMITED TO LICENSED BROKER-DEALERS. THIS EXEMPTION IS GENERALLY USED WHERE THE PROSPECTIVE INVESTOR IS ALREADY KNOWN AND HAS A PRE-EXISTING RELATIONSHIP WITH THE COMPANY. (SEE NRS 90.530.11.)

30. NOTICE TO NEW HAMPSHIRE RESIDENTS ONLY: NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE UNDER THIS CHAPTER HAS BEEN FILED WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY, OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER, OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

31. NOTICE TO NEW JERSEY RESIDENTS ONLY: IF YOU ARE A NEW JERSEY RESIDENT AND YOU ACCEPT AN OFFER TO PURCHASE THESE SECURITIES PURSUANT TO THIS MEMORANDUM, YOU ARE HEREBY ADVISED THAT THIS MEMORANDUM HAS NOT BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

32. NOTICE TO NEW MEXICO RESIDENTS ONLY: 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 RISK 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.

33. NOTICE TO NEW YORK RESIDENTS ONLY: THIS DOCUMENT HAS NOT BEEN REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW YORK 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. THE COMPANY HAS TAKEN NO STEPS TO CREATE AN AFTER MARKET FOR THE SHARES OFFERED HEREIN AND HAS MADE NO ARRANGEMENTS WITH BROKERS OF OTHERS TO TRADE OR MAKE A MARKET IN THE SHARES. AT SOME TIME IN THE FUTURE, THE COMPANY MAY ATTEMPT TO ARRANGE FOR INTERESTED BROKERS TO TRADE OR MAKE A MARKET IN THE SECURITIES AND TO QUOTE THE SAME IN A PUBLISHED QUOTATION MEDIUM, HOWEVER, NO SUCH ARRANGEMENTS HAVE BEEN MADE AND THERE IS NO ASSURANCE THAT ANY BROKERS WILL EVER HAVE SUCH AN INTEREST IN THE SECURITIES OF THE COMPANY OR THAT THERE WILL EVER BE A MARKET THEREFORE.

34. NOTICE TO NORTH CAROLINA RESIDENTS ONLY: IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FORGOING AUTHORITIES HAVE NOT CONFIRMED ACCURACY OR DETERMINED ADEQUACY OF THIS DOCUMENT. REPRESENTATION TO THE CONTRARY IS UNLAWFUL. 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 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.

35. NOTICE TO NORTH DAKOTA RESIDENTS ONLY: 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.

36. NOTICE TO OHIO RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 1707.3(X) OF THE OHIO SECURITIES LAW AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

37. NOTICE TO OKLAHOMA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED FOR SALE IN THE STATE OF OKLAHOMA IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION FOR PRIVATE OFFERINGS. ALTHOUGH A PRIOR FILING OF THIS MEMORANDUM AND THE INFORMATION HAS BEEN MADE WITH THE OKLAHOMA SECURITIES COMMISSION, SUCH FILING IS PERMISSIVE ONLY AND DOES NOT CONSTITUTE AN APPROVAL, RECOMMENDATION OR ENDORSEMENT, AND IN NO SENSE IS TO BE REPRESENTED AS AN INDICATION OF THE INVESTMENT MERIT OF SUCH SECURITIES. ANY SUCH REPRESENTATION IS UNLAWFUL.

38. NOTICE TO OREGON RESIDENTS ONLY: THE SECURITIES OFFERED HAVE BEEN REGISTERED WITH THE CORPORATION COMMISSION OF THE STATE OF OREGON UNDER PROVISIONS OF ORS 59.049. THE INVESTOR IS ADVISED THAT THE COMMISSIONER 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 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.

39. NOTICE TO PENNSYLVANIA RESIDENTS ONLY: EACH PERSON WHO ACCEPTS AN OFFER TO PURCHASE SECURITIES EXEMPTED FROM REGISTRATION BY SECTION 203(d), DIRECTLY FROM THE ISSUER OR AFFILIATE OF THIS 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 (2) 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 BINDING CONTRACT OF PURCHASE, WITHIN TWO (2) BUSINESS DAYS AFTER HE MAKES THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED. IF YOU HAVE ACCEPTED AN OFFER TO PURCHASE THESE SECURITIES MADE PURSUANT TO A PROSPECTUS WHICH CONTAINS A NOTICE EXPLAINING YOUR RIGHT TO WITHDRAW YOUR ACCEPTANCE PURSUANT TO SECTION 207(m) OF THE PENNSYLVANIA SECURITIES ACT OF 1972 (70 PS § 1-207(m), YOU MAY ELECT, WITHIN TWO (2) BUSINESS DAYS AFTER THE FIRST TIME YOU HAVE RECEIVED THIS NOTICE AND A PROSPECTUS TO WITHDRAW FROM YOUR PURCHASE AGREEMENT AND RECEIVE A FULL REFUND OF ALL MONEYS PAID BY YOU. YOUR WITHDRAWAL WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH THIS WITHDRAWAL, YOU NEED ONLY SEND A LETTER OR TELEGRAM TO THE ISSUER (OR UNDERWRITER IF ONE IS LISTED ON THE FRONT PAGE OF THE PROSPECTUS) INDICATING YOUR INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED SECOND BUSINESS DAY. IF YOU ARE SENDING A LETTER, IT IS PRUDENT TO SEND IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO EVIDENCE THE TIME WHEN IT WAS MAILED. SHOULD YOU MAKE THIS REQUEST ORALLY, YOU SHOULD ASK WRITTEN CONFIRMATION THAT YOUR REQUEST HAS BEEN RECEIVED. NO SALE OF THE SECURITIES WILL BE MADE TO RESIDENTS OF THE STATE OF PENNSYLVANIA WHO ARE NON-ACCREDITED INVESTORS IF THE AMOUNT OF SUCH INVESTMENT IN THE SECURITIES WOULD EXCEED TWENTY (20%) OF SUCH INVESTOR'S NET WORTH (EXCLUDING PRINCIPAL RESIDENCE, FURNISHINGS THEREIN AND PERSONAL AUTOMOBILES). EACH PENNSYLVANIA RESIDENT MUST AGREE NOT TO SELL THESE SECURITIES FOR A PERIOD OF TWELVE (12) MONTHS AFTER THE DATE OF PURCHASE, EXCEPT IN ACCORDANCE WITH WAIVERS ESTABLISHED BY RULE OR ORDER OF THE COMMISSION. THE SECURITIES HAVE BEEN ISSUED PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENT OF THE PENNSYLVANIA SECURITIES ACT OF 1972. NO SUBSEQUENT RESALE OR OTHER DISPOSITION OF THE SECURITIES MAY BE MADE WITHIN 12 MONTHS FOLLOWING THEIR INITIAL SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION, EXCEPT IN ACCORDANCE WITH WAIVERS ESTABLISHED BY RULE OR ORDER OF THE COMMISSION, AND THEREAFTER ONLY PURSUANT TO AN EFFECTIVE REGISTRATION OR EXEMPTION.

40. NOTICE TO PUERTO RICO RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE OFFICE OF THE COMMISSIONER OF FINANCIAL INSTITUTIONS OF THE COMMONWEALTH OF PUERTO RICO NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

41. NOTICE TO RHODE ISLAND RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE DEPARTMENT OF BUSINESS REGULATION OF THE STATE OF RHODE ISLAND NOR HAS THE DIRECTOR PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

42. NOTICE TO SOUTH CAROLINA RESIDENTS ONLY: THESE SECURITIES ARE BEING OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE SOUTH CAROLINA UNIFORM SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE SOUTH CAROLINA SECURITIES COMMISSIONER. THE COMMISSIONER DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF ANY SECURITIES, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

43. NOTICE TO SOUTH DAKOTA RESIDENTS ONLY: THESE SECURITIES ARE BEING OFFERED FOR SALE IN THE STATE OF SOUTH DAKOTA PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SOUTH DAKOTA BLUE SKY LAW, CHAPTER 47-31, WITH THE DIRECTOR OF THE DIVISION OF SECURITIES OF THE DEPARTMENT OF COMMERCE AND REGULATION OF THE STATE OF SOUTH DAKOTA. THE EXEMPTION DOES NOT CONSTITUTE A

FINDING THAT THIS MEMORANDUM IS TRUE, COMPLETE, AND NOT MISLEADING, NOR HAS THE DIRECTOR OF THE DIVISION OF SECURITIES PASSED IN ANY WAY UPON THE MERITS OF, RECOMMENDED, OR GIVEN APPROVAL TO THESE SECURITIES. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

44. NOTICE TO TENNESSEE RESIDENT ONLY: 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 OF 1933, AS AMENDED 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 RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

45. NOTICE TO TEXAS RESIDENTS ONLY: THE SECURITIES OFFERED HEREUNDER HAVE NOT BEEN REGISTERED UNDER APPLICABLE TEXAS SECURITIES LAWS AND, THEREFORE, ANY PURCHASER THEREOF MUST BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE SECURITIES CANNOT BE RESOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER SUCH SECURITIES LAWS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. FURTHER, PURSUANT TO §109.13 UNDER THE TEXAS SECURITIES ACT, THE COMPANY IS REQUIRED TO APPRISE PROSPECTIVE INVESTORS OF THE FOLLOWING: A LEGEND SHALL BE PLACED, UPON ISSUANCE, ON CERTIFICATES REPRESENTING SECURITIES PURCHASED HEREUNDER, AND ANY PURCHASER HEREUNDER SHALL BE REQUIRED TO SIGN A WRITTEN AGREEMENT THAT HE WILL NOT SELL THE SUBJECT SECURITIES WITHOUT REGISTRATION UNDER APPLICABLE SECURITIES LAWS, OR EXEMPTIONS THEREFROM.

46. NOTICE TO UTAH RESIDENTS ONLY: THESE SECURITIES ARE BEING OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE UTAH SECURITIES ACT. THE SECURITIES CANNOT BE TRANSFERRED OR SOLD EXCEPT IN TRANSACTIONS WHICH ARE EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.

47. NOTICE TO VERMONT RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES DIVISION OF THE STATE OF VERMONT NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. INVESTMENT IN THESE SECURITIES INVOLVES SIGNIFICANT RISKS AND IS SUITABLE ONLY FOR PERSONS WHO HAVE NO NEED FOR IMMEDIATE LIQUIDITY IN THEIR INVESTMENT AND WHO CAN BEAR THE ECONOMIC RISK OF A LOSS OF THEIR ENTIRE INVESTMENT. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. 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 OF 1933 AND THE VERMONT SECURITIES ACT, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

48. NOTICE TO VIRGINIA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION UNDER SECTION 13.1-514 OF THE VIRGINIA SECURITIES ACT AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

49. NOTICE TO WASHINGTON RESIDENTS ONLY: THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND THE SECURITIES ACT OF WASHINGTON CHAPTER 21.20 RCW, SHALL HAVE THE STATUS OF RESTRICTED SECURITIES AND CANNOT BE RESOLD WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND THE SECURITIES ACT OF WASHINGTON OR AN EXEMPTION THEREFROM.

50. NOTICE TO WEST VIRGINIA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 15.06(b)(9) OF THE WEST VIRGINIA SECURITIES LAW AND MAY NOT BE REOFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

51. NOTICE TO WISCONSIN RESIDENTS ONLY: IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES 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. IT IS THE RESPONSIBILITY OF ANY PERSON WISHING TO PURCHASE THE SECURITIES TO SATISFY HIMSELF AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE U.S. IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

52. FOR WYOMING RESIDENTS ONLY: IN MAKING AN INVESTMENT DECISION, PURCHASERS 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 BY SUBSECTION (E) OF SEC RULE 147, (17 C.F.R. 230.147(E)), AS PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. PURCHASERS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

EXHIBIT A: PRESENTATION

EXHIBIT B: SUBSCRIPTION INSTRUCTIONS AND SUBSCRIPTION AGREEMENT

SUBSCRIPTION INSTRUCTIONS

Please carefully follow these instructions. Failure to comply with these instructions may result in your subscription not being accepted by Hyro Holdings LLC, a Delaware limited liability company (the "Company"). After you have completed and executed the Subscription Agreement and Investor Questionnaire, ***please return the completed documents to the Company.*** The Company will return a copy of your Subscription Agreement and Investor Questionnaire if your subscription is accepted. ***The Company will not sell any securities to any person who has not completed the Subscription Agreement and the appropriate Investor Questionnaire.***

Each subscriber must complete in full and sign the Subscription Agreement and one of the two Confidential Accredited Investor Questionnaires; one is for investors who are natural persons and the other is for entities wishing to subscribe. The purpose of the Subscription Agreement and Investor Questionnaire is to provide the Company with sufficient information that the Company may determine, in accordance with Section 4(a)(2) and/or Regulation D, promulgated under the Securities Act of 1933, as amended, and with similar exemptions under applicable state laws, each subscriber's suitability to invest in the Company. Each member of a limited or general partnership or limited liability company must demonstrate such member's suitability by completing the Subscription Agreement, Investor Questionnaire in the member's separate name, and providing attestation of accredited investor status or sophistication as described in the Offering Memorandum. ***All information provided in the Subscription Agreement and Investor Questionnaire will be considered confidential; however, the Company may present the Subscription Agreement and Investor Questionnaire to such parties as it deems appropriate to assure itself that the offer and sale of the securities will not result in a violation of the registration provisions of the 1933 Act or a violation of the securities laws of any state.***

Please carefully review the Subscription Agreement and Investor Questionnaire because they contain statements, representations, and warranties to be made by you, the subscriber, and upon which the Company will rely in accepting your subscription. If, after your review, you wish to purchase Units in the Company, please complete, and sign the Subscription Agreement and Investor Questionnaire and return them to the Company together with your payment. If you have any questions with respect to the Subscription Agreement or Investor Questionnaire, please contact the Company.

Before subscribing to the Subscription Agreement, the Subscriber should check the Office of Foreign Assets Control ("OFAC") website at treas.gov/ofac with respect to federal regulations and executive orders administered by OFAC which prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals which are listed on the OFAC website. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists. Please be advised that the Company may not accept any amounts from a prospective investor if such prospective investor cannot make the representation set forth below. The Subscriber agrees to promptly notify the Company should the Subscriber become aware of any change in the information set forth in these representations.

UPON THE COMPLETION OF YOUR SUBSCRIPTION AGREEMENT, PLEASE DELIVER IT, AND YOUR WIRE TRANSFER (UNLESS SENDING A CHECK), TO THE COMPANY.

Hyro Holdings LLC

SUBSCRIPTION AGREEMENT

The transactions contemplated by this Subscription Agreement are made solely in connection with and pursuant to this Memorandum.

1. The undersigned (the "Subscriber"), intending to be legally bound, hereby subscribes to # _____ Class _____ Units ("Units") of **Hyro Holdings LLC**, a Delaware limited liability company (the "Company") as set forth on the signature page hereof.

2. The Subscriber will hereby tender a wire transfer, or legal good funds for $_____ ($1,000 for each Unit subscribed) payable to the Company (the "Subscription Payment").

3. This Subscription Agreement will not be effective until accepted by the Company. The Subscriber may withdraw his or her subscription at any time prior to acceptance by the Company. The Company may reject the subscription in whole or in part for any reason. If a subscription or part thereof is rejected, the applicable portion of the Subscription Payment will be returned to the Subscriber.

4. Subscriber understands and acknowledges that the Units are being sold by the Company, without registration under the Securities Act of 1933, as amended (the "1933 Act"), and state securities laws in reliance on the exemptions from registration set forth in section 4(a)(2) of the 1933 Act. The Subscriber further understands and acknowledges that the Company will not be obligated in the future to register any of the Units under the 1933 Act or the Securities Exchange Act of 1934, as amended, or under any state securities laws, or to provide the information necessary to facilitate a public disposition of any of the Units.

5. The Subscriber understands that the Company has not been registered as an investment company under the Investment Company Act of 1940 in reliance upon an exemption from registration. The Subscriber hereby further represents and warrants that it is not a participant-directed defined contribution plan.

6. The Units are being acquired by the Subscriber for his or her own account for long-term investment and not with a view to the distribution thereof, and with no present intention of selling or otherwise disposing of the Units or any part thereof. The Subscriber has no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness, or commitment providing for or which is likely to compel a disposition of the Units in any manner. The Subscriber is not aware of any present circumstances that are likely to promote his or her future disposition of the Units.

7. The Subscriber is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the 1933 Act as indicated by his or her responses to the Confidential Investor Questionnaire and through independent third-party verification or otherwise independent verification. The Subscriber is able to bear the economic risk of an investment in the Units and the Subscriber understands that because the Units will be sold without registration under the 1933 Act, he or she must hold the Units indefinitely and cannot sell, exchange, assign, transfer, gift, pledge, encumber, hypothecate, or otherwise dispose of the Units except to another accredited investor, and may only be transferred in accordance with the LLC Agreement.

8. The Subscriber has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment in the Company; the Subscriber has received and reviewed all information requested of the Company

and, based on such review, understands, and has evaluated the merits and risks of the prospective investment in the Company and has decided to purchase the Units.

9. The Subscriber can bear the economic risk of the investment in the Company and understands that he or she may continue to bear the economic risk of the investment in the Company for an indefinite period of time.

10. The Subscriber recognizes that the Company is newly formed and that any investment in the Company involves substantial risk, and the Subscriber has evaluated and fully understands all risks in the Subscriber's decision to subscribe to the Units hereunder, including, but not limited to, the Risk Factors discussed in the Memorandum.

11. The Company has given the Subscriber the opportunity to ask questions and receive answers concerning the terms and conditions of the offering of the Units; and to obtain additional information, reasonably available to the Company and any persons acting on the Company's behalf, necessary to verify the accuracy of any information provided to the Subscriber; and the Subscriber has received all of the information he or she has requested to the extent that such information is reasonably available to the Company. The Subscriber requires no additional information to evaluate fully the merits and risks of a prospective investment in the Company.

12. The Subscriber understands that the Company is relying on the accuracy of statements contained in this Subscription Agreement and the Investor Questionnaire in connection with the sale of the Units; and the Units would not be sold to him or her if any part of this Subscription Agreement or the Investor Questionnaire were untrue; and all other offerees or purchasers of the Units may rely on the accuracy of this Subscription Agreement and the Investor Questionnaire in connection with any matters relating to the offer or sale of the Units. ACCORDINGLY, THE SUBSCRIBER IS OBLIGATED TO READ THE ATTACHED INVESTOR QUESTIONNAIRE CAREFULLY AND TO ANSWER THE ITEMS CONTAINED THEREIN COMPLETELY AND ACCURATELY.

13. The Subscriber shall immediately notify the Company if, for any reason, any of the statements contained herein or in the Investor Questionnaire become inaccurate at any time from the date hereof until the Company's acceptance of this Subscription Agreement, and the Subscriber understands that the continued accuracy of the statements contained herein and in the Investor Questionnaire is of the essence to the sale of the Units.

14. The Subscriber shall indemnify the Company and all persons acting on their behalf and hold them harmless from any and all liability, damage, cost or expense, including but not limited to attorneys' fees, incurred on account of or arising directly or indirectly out of any inaccuracy in Subscriber's representations in this Subscription Agreement or the Investor Questionnaire or any disposition of all or any portion of the Units subscribed for hereunder in violation of Subscriber's representations in this Subscription Agreement and the Investor Questionnaire.

15. The Subscriber has relied on his or her own legal counsel to the extent he or she has deemed necessary as to all legal matters and questions presented with reference to the offering and sale of the Units.

16. The Subscriber has relied on his or her own accountant or other financial advisor and/or his or her own financial experience as to all financial matters and questions presented with reference to the purchase of the Units.

17. The Subscriber has relied on his or her own analysis and evaluation (or the analysis and evaluation of Subscriber's professional advisors) of the Company, its services, and the market in which the Company intends to operate.

18. The Subscriber fully comprehends the terms, conditions and consequences relating to the offering of the Units and understands he or she may have to hold the Units indefinitely.

19. All of the written information pertaining to the Subscriber which the Subscriber has heretofore furnished to the Company, and all information pertaining to the Subscriber, which is set forth in this Agreement, is correct and complete as of the date hereof and, if there should be any material change in such information hereafter, the Subscriber shall promptly furnish such revised or corrected information to the Company.

20. The Subscriber, as of the Effective Date (defined below) and the Closing Date, hereby represents and warrants that Subscriber has received a copy of and has fully reviewed the Memorandum and hereby makes the representations and warranties set forth in the Memorandum as if they were set forth in this Subscription Agreement.

21. The Subscriber has not been furnished with any oral representation or oral information or written materials in connection with the Offering that is in any way contrary to or inconsistent with, statements made in this Private Placement Memorandum, Agreement, and the attachments hereto.

22. If the Subscriber is an entity, such Subscriber is a corporation, partnership or other entity duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has the requisite corporate power to own its assets and to carry on its business.

23. The Subscriber has the requisite power and authority to enter into and perform this Agreement and to purchase the Units being sold to it hereunder. The execution, delivery and performance of this Agreement by the Subscriber and the consummation by it of the transaction contemplated hereby has been duly authorized by all necessary corporate or partnership action, and no further consent or authorization of the Subscriber or its board of directors, stockholders, partners, members, as the case may be, is required as necessary. This Agreement and other agreements delivered together with this Agreement or in connection herewith have been duly authorized, executed and delivered by the Subscriber and constitutes, or shall constitute when executed and delivered, valid and binding agreements enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights generally and to general principles of equity; and the Subscriber has full corporate power and authority necessary to enter into this Agreement and such other agreements and to perform its obligations hereunder and under all other agreements entered into by the Subscriber relating hereto.

24. In the event Subscriber is an entity, the execution, delivery and performance of this Agreement and the consummation by the Subscriber of the transactions contemplated hereby or relating hereto do not and will not (i) result in a violation of the Subscriber's charter documents or bylaws or other organizational documents or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of any agreement, indenture or instrument or obligation to which the Subscriber is a party or by which its properties or assets are bound, or result in a violation of any law, rule, or regulation, or any order, judgment or decree of any court or governmental agency applicable to the Subscriber or its properties (except for such conflicts, defaults and violations as would not, individually or in the aggregate, have a material adverse effect on the Subscriber). The Subscriber is not required to obtain any consent, authorization, or order of, or make any filing or registration with, any court or governmental agency in order for it to execute, deliver or perform any of its obligations under this Agreement or to purchase the Units in accordance with the terms hereof.

25. The Subscriber understands that no United States federal or state agency or any other governmental or state agency has passed on or made recommendations or endorsement of the Securities or the suitability of the investment in the Securities nor have such authorities passed upon or endorsed the merits of the offering of the Securities.

26. The Subscriber understands and hereby acknowledges and agrees that all of the information appearing herein and otherwise provided to the Subscriber in connection with the purchase of the Units made hereby is confidential and that the Subscriber and the Subscriber's. representatives and agents may not disclose such information to any person that is not a party to the transactions contemplated hereby.

27. The Subscriber acknowledges that Kelley Clarke PC, has been engaged by the Company, the Manager, and the Sponsors to represent them in connection with the organization of the Company and this offering of Investor Units of the Company. The Subscriber also acknowledges that no separate counsel has been engaged to independently represent the Investor Members of the Company, including the Subscriber, in connection with the formation of the Company, or the offering of the Units. The Subscriber also acknowledges that other counsel may also be retained where the Manager determines that to be appropriate. The Subscriber acknowledges that, in advising the Manager and the Sponsors with respect to the preparation of this Memorandum, Kelley Clarke PC has relied upon information that has been furnished to it by the Manager, the Sponsors and their affiliates, in preparation of this Memorandum.

28. The Subscriber acknowledges that there may be situations in which there is a "conflict" between the interests of the Company, the Manager, the Sponsors, or their Affiliates. The Subscriber acknowledges that, in these situations, the Manager will determine the appropriate resolution thereof, and may seek advice from counsel in connection with such determinations. The Subscriber acknowledges that, in general, independent counsel will not be retained to represent the interests of the Investor Members.

29. The Subscriber represents and warrants that the amounts invested by the Subscriber in the Company and in this Offering were not and are not directly or indirectly derived from activities that contravene federal, state, or international laws and regulations, including anti-money laundering laws and regulations. Federal regulations and Executive Orders administered by OFAC, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities, and individuals.

30. To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs.

31. The Subscriber understands and acknowledges that, by law, the Company may be obligated to "freeze the account" of the Subscriber, either by prohibiting additional subscriptions from the Subscriber, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations.

32. The Subscriber acknowledges that the Company may, by written notice to the Subscriber, suspend the redemption rights, if any, of the Subscriber if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any of the Company's service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

33. To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any

person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a senior foreign political figure[1], or any immediate family member[2] or close associate[3] of a senior foreign political figure.

34. In the event of rejection of this subscription in whole (but not in part), or if the sale of the Interests subscribed for by the Subscriber is not consummated by the Company for any reason (in which event this Agreement shall be deemed to be rejected), this Agreement and any other agreement entered into between the Subscriber and the Company relating to this subscription shall thereafter have no force or effect and the Company shall promptly cause to be returned to the Subscriber the Purchase Price remitted by the Subscriber, without interest thereon or deduction therefrom. If this subscription is accepted in part, the Company shall promptly cause to be returned to the Subscriber that portion of the Purchase Price remitted by the Subscriber which represents payment for the Interests for which this subscription was not accepted, without interest thereon or deduction therefrom.

35. All issues and questions concerning the construction, validity and interpretation of this Agreement and all matters pertaining hereto shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

36. The invalidity of any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part hereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, section or sections, or subsection or subsections had not been inserted.

37. The Subscriber consents to the Company's providing the Investor's annual Schedule K-1s in electronic format in accordance with Rev. Proc. 2012-17, I.R.B. 2012-10 (February 13, 2012). This Consent shall become effective upon the Investor's accessing, via email, its Schedule K-1 in an electronic format.

38. If the Subscriber is not a United Person as defined below, the Manager is required to withhold a certain portion of the taxable income and gain allocated or distributed to each Subscriber unless the Subscriber provides documentation confirming that such Subscriber is not subject to withholding or is subject to a reduced rate of withholding. Subscriber should consult with a tax advisor concerning the application of the U.S. withholding rules to such Subscriber. The type of documentation required by the Subscriber is a function of whether the Subscriber is a Foreign Person or a United States person[4]. "**Foreign Persons**" include nonresident aliens, foreign corporations, foreign

---

[1] A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

[2] An "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

[3] A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

[4] "**United States Person**" shall mean an individual who is a citizen of the United States or a resident alien for U.S. federal income tax purposes; a corporation, an entity taxable as a corporation, or a partnership created or organized in or under the laws of the United States or any state or political subdivision thereof or therein (including the District of Columbia); an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or a trust if (y) a court within the United States is able to exercise primary supervision over its administration and one or more United States persons have the

partnerships, foreign trusts, or foreign estates (as each of those terms is defined in the Code and Treasury Regulations). In the case of entities that are disregarded for purposes of U.S. tax law (e.g., fiscally transparent entities with a single owner that have not elected to be taxed as a corporation for U.S. tax purposes), such entities are treated as United States Persons or Foreign Persons depending on the residence and status of their owners, rather than on where the disregarded entities are organized. Thus, an Investor that is a U.S. disregarded entity with a foreign owner will generally be treated as a Foreign Person and should complete and submit the appropriate Form W-8 (available upon request) based on the owner's status. A Subscriber that is a foreign disregarded entity with a U.S. owner will generally be treated as a United States Person and should complete and submit Form W-9.

39. Please note, pursuant to the requirements of Sections 1471-1474 of the Code (the "**FATCA**") the Company will generally be required to impose a 30% withholding tax on payments made by the Company to a Member that is either a foreign financial institution (an "**FFI**") as defined in Section 1471(d)(4) of the Code or a non-financial foreign entity (an "**NFFE**") as defined in Section 1472(d) of the Code. To avoid this withholding tax, the Company will require that all Members (a) establish with the Manager, by providing all information that the Manager may reasonably request, that they are neither an FFI nor a NFFE, (b) if they are an FFI, establish with the Manager that they have entered into, and are maintaining, an FFI Agreement in compliance with Section 1471(b)(1) of the Code, or are otherwise exempt from the withholding requirements of Section 1471 of the Code, and (c) if they are an NFFE, certify that they have no "substantial United States owners," disclose all information that the Company is required to obtain pursuant to the FATCA regarding such substantial United States owners or adequately show that they are otherwise exempt from the withholding requirements of Section 1472 of the Code. Substantial United States owners are, generally, U.S. persons with at least a 10% interest (held directly or indirectly) in the NFFE. The Manager will notify the Investor of any additional documentation, certification or other actions required of the Investor in order to allow the Company to comply with the FATCA. The Manager may request such additional documentation, certification, or other actions well in advance of that time in order to ensure the Company is in compliance with the FATCA. Failure to timely provide the required information may result in the Investor's interest in the Company being redeemed.

40. The Subscriber agrees to comply with and be bound by the LLC Agreement, as amended further from time to time.

{Signature Pages Follow}

authority to control all of its substantial decisions or (z) such trust was in existence on August 20, 1996 and was treated as a domestic trust on August 19, 1996 and such trust has a valid election in effect under applicable U.S. Treasury regulations to be treated as a United States Person.

[SIGNATURE PAGE FOR INDIVIDUALS]

I hereby agree to make a cash contribution in the sum of $ _____ for _____ Units as my initial capital contribution to the Company, which represents funds needed for the operations of the Company.

SUBSCRIBER:

_____
(Name of Subscriber)

_____ _____
(Signature) (Second Signature, if subscribing jointly)

_____
(Effective Date)

Address:

_____

_____

_____

Telephone:_____
Email: _____
Social Security #:_____
Tax I.D. #: _____

All the information that I consider necessary and appropriate for deciding whether to purchase the interest hereunder has been provided to me, and, I have had an opportunity to ask questions and receive answers from the Company to verify the accuracy of the information supplied or to which I had access. I acknowledge that I am solely responsible for my own "due diligence" investigation of the Company, for my own analysis of the merits and risks of my own investment made pursuant to this purchase and for my own analysis of the fairness and desirability of the terms of this investment. I hereby acknowledge that the investment is a speculative investment. I represent that I have such knowledge and experience in financial business matters and that I am capable of evaluating the merits and risks of the investment contemplated hereunder and that I have the ability to risk losing my entire investment.

IF YOU ARE PURCHASING WITH YOUR SPOUSE, YOU MUST BOTH SIGN THE SIGNATURE PAGE. IF YOU ARE PURCHASING WITH ANOTHER PERSON NOT YOUR SPOUSE, YOU MUST EACH FILL OUT A SEPARATE QUESTIONNAIRE.

THE UNITS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED UNLESS SUCH SECURITIES ARE OFFERED, SOLD OR OTHERWISE TRANSFERRED PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT. IN ADDITION, THE COMPANY AGREEMENT PROVIDES THAT UNITS MAY ONLY BE TRANSFERRED OR SOLD TO ANOTHER ACCREDITED INVESTOR WITHIN THE SOLE DISCRETION OF THE COMPANY.

[SIGNATURE PAGE FOR ENTITIES/TRUSTS]

I hereby agree to make a cash contribution in the sum of $ _____ for _____ Units as my initial capital contribution to the Company, which represents funds needed for the operations of the Company.

Please check one of the boxes below if they apply.

- ☐ This entity is a Single Member LLC.
- ☐ This entity is a Multi-Member LLC
- ☐ This entity is a Limited Partnership
- ☐ This entity is a C-Corp
- ☐ This entity has elected to be an S-Corp.
- ☐ The entity is an Inter Vivos Trust.
- ☐ This entity is a Testamentary Trust.
- ☐ This entity is a Revocable Trust.
- ☐ This entity is an Irrevocable Trust.
- ☐ This entity is:

Please provide both your Social Security Number and EIN for the entity.

SUBSCRIBER:

_____

(Name of Subscriber / Jurisdiction of Formation / Date of Formation)

_____ _____

(Name of Signatory) (Name of Second Signatory, if applicable)

_____ _____

(Signature) (Second Signature, if subscribing jointly)

_____ _____

(Title of Signatory) (Title of Second Signatory, if applicable)

_____

(Effective Date)

Address: _____

_____

_____

Telephone: _____
Email: _____
Social Security #: _____
Tax I.D. #: _____

All the information that I consider necessary and appropriate for deciding whether to purchase the interest hereunder has been provided to me, and, I have had an opportunity to ask questions and receive answers from the Company to verify the accuracy of the information supplied or to which I had access. I acknowledge that I am solely responsible for my own "due diligence" investigation of the Company, for my own analysis of the merits and risks of my own investment made pursuant to this purchase and for my own analysis of the fairness and desirability of the terms of this investment. I hereby acknowledge that the investment is a speculative investment. I represent that I have such knowledge and experience in financial business matters and that I am capable of evaluating the merits and risks of the investment contemplated hereunder and that I have the ability to risk losing my entire investment.

THE UNITS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED UNLESS SUCH SECURITIES ARE OFFERED, SOLD OR OTHERWISE TRANSFERRED PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT. IN ADDITION, THE COMPANY AGREEMENT PROVIDES THAT UNITS MAY ONLY BE TRANSFERRED OR SOLD TO ANOTHER ACCREDITED INVESTOR WITHIN THE SOLE DISCRETION OF THE COMPANY.

[SIGNATURE PAGE FOR RETIREMENT ACCOUNTS]

I hereby agree to make a cash contribution in the sum of $ _____ for _____ Units as my initial capital contribution to the Company, which represents funds needed for the operations of the Company through my _____ Account.

SUBSCRIBER:

_____
(Name of Subscriber)

_____ _____
(Name of Signatory) (Name of Second Signatory, if applicable)

_____ _____
(Signature) (Second Signature, if subscribing jointly)

_____
(Effective Date):

CUSTODIAN (if applicable):

Address: _____

_____

_____

Telephone:_____
Email: _____
Social Security #:_____
Tax I.D. #: _____

All the information that I consider necessary and appropriate for deciding whether to purchase the interest hereunder has been provided to me, and, I have had an opportunity to ask questions and receive answers from the Company to verify the accuracy of the information supplied or to which I had access. I acknowledge that I am solely responsible for my own "due diligence" investigation of the Company, for my own analysis of the merits and risks of my own investment made pursuant to this purchase and for my own analysis of the fairness and desirability of the terms of this investment. I hereby acknowledge that the investment is a speculative investment. I represent that I have such knowledge and experience in financial business matters and that I am capable of evaluating the merits and risks of the investment contemplated hereunder and that I have the ability to risk losing my entire investment.

THE UNITS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED UNLESS SUCH SECURITIES ARE OFFERED, SOLD OR OTHERWISE TRANSFERRED PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT. IN ADDITION, THE COMPANY AGREEMENT PROVIDES THAT UNITS MAY ONLY BE TRANSFERRED OR SOLD TO ANOTHER ACCREDITED INVESTOR WITHIN THE SOLE DISCRETION OF THE COMPANY.

Investor Preferred Payment Information Form

Account Information

1) □ I would like my distributions deposited into my account through ACH:

I (we) hereby authorize to electronically credit my (our) account. I (we) agree that ACH transactions I (we) authorize comply with all applicable law.

NOTE: If Investing via a SD-IRA/401K then please include that account information and not your personal account.

□ Checking Account / □ Savings Account (select one) at the depository financial institution named below.

Depository (Bank) Name _____

ACH Routing Number _____

(not to be confused with Wire Routing Number)

Account Number _____

Name(s) on the Account _____

2) □ I would like a check mailed to the following (ONLY AVAILABLE FOR SD-IRA/401K):

_____

Make Check Payable To

_____

Address

_____

City State Zip Code

I (we) understand that this authorization will remain in full force and effect until I (we) notify COMPANY that I (we) wish to revoke this authorization.

Name(s):_____

(Please Print)

Signature(s):_____ Date:_____

EXHIBIT C: ENTITY INVESTOR QUESTIONNAIRE

Investor Name: _____

CONFIDENTIAL INVESTOR QUESTIONNAIRE (ENTITY)

Hyro Holdings LLC
c/o Hyro Holdings Manager LLC
1934 Old Gallows Rd., Suite 350
Tysons, VA 22182
invest@vikingcapllc.com
TEL: 352-727-1468

The information contained in this Questionnaire is being furnished in order to determine whether the investor is an "accredited investor" as defined in Regulation D of the Securities Act of 1933 capable of investing in the Company and whether the investor's subscription to purchase the above-captioned securities (the "Units") of Hyro Holdings LLC, a Delaware limited liability company (the "Company") may be accepted.

ALL INFORMATION CONTAINED IN THIS QUESTIONNAIRE WILL BE TREATED CONFIDENTIALLY. The undersigned understands, however, that the Company may present this Questionnaire to such parties as it deems appropriate if called upon to establish that the proposed offer and sale of the Units is exempt from registration under the Securities Act of 1933, as amended, or meets the requirements of applicable state securities or "blue sky" laws. Further, the undersigned understands that the offering is required to be reported to the Securities and Exchange Commission and to various state securities or "blue sky" regulators.

The undersigned, being the duly authorized representative of _____(the "Subscriber"), does hereby represent and warrant that the information contained herein is true and correct as of the date hereof and will be true and correct as of the date the Subscriber's subscription is accepted by the Company.

PART I (must choose one applicable.)

The Subscriber is an "accredited investor" as defined under Regulation D (17 CFR § 230.501) promulgated under the Securities Act of 1933 (the "1933 Act"). The Subscriber is an accredited investor because it (check all applicable boxes):

☐ 1. Is a bank (as defined in section 3(a)(2) of the 1933 Act) or a savings and loan association or other institution (as defined in section 3(a)(5)(A) of the 1933 Act) that is acting in its individual capacity.

☐ 2. Is a bank or savings and loan association or other institution (as defined above) acting in its fiduciary capacity as for___ .

☐ 3. Is an insurance company (as defined in section 2(13) of the 1933 Act).

☐ 4. Is an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 ("ERISA") and the investment decision with respect to the purchase of the Units is made by a plan fiduciary (as defined in section 3(21) of ERISA) which is either a bank or a savings and loan association or other institution (as defined above), an insurance company (as defined above) or a registered investment advisor. The plan fiduciary making the decision is

_____. Or, is a self-directed IRA or benefit plan where the subscriber is in control of what investment to make.

☐ 5. Is an employee benefit plan within the meaning of Title I of ERISA and has total assets in excess of $5 million.

☐ 6. Is a private business development company defined in section 202(a)(22) of the Investment Advisers Act of 1940.

☐ 7. Is an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"), and has total assets in excess of $5 million.

☐ 8. Is a trust, corporation, or partnership, with total assets in excess of $5 million, not formed for the specific purpose of acquiring the Units.

☐ 9. Is an entity in which all of the equity owners (or grantors if entity is a trust) are Accredited Investors under paragraph 1, 2, 3, 4, 5, 6, 7, or 8 above or under one of the following requirements[5]:

(a) Each equity owner has an individual net worth or joint net worth with his or her spouse in excess of $1,000,000, excluding his or her primary residence; or

(b) Each equity owner has had an individual income in excess of $200,000 in each of the last two calendar years and reasonably expects an individual income in excess of $200,000 for the current calendar year; or

(c) Each equity owner and his or her spouse has had a joint income in excess of $300,000 in each of the last two calendar years and reasonably expects a joint income in excess of $300,000 in the current calendar year; or

(d) Each equity owner has a Series 7, Series 65, or Series 82 in good standing.

(e) Each equity owner is a manager, director, executive officer, or a knowledgeable employee[6] of the Company.

Entity Identifier

☐ This entity is a Single Member LLC.
☐ This entity is a Multi-Member LLC.
☐ This entity is a Limited Partnership.
☐ This entity is a C-Corp.
☐ This entity has elected to be an S-Corp.
☐ This entity is an Inter Vivos Trust.
☐ This entity is a Testamentary Trust.
☐ This entity is a Revocable Trust.
☐ This entity is an Irrevocable Trust.
☐ This entity is: _____

PART II (Employee Benefit Plans)

The following information is required for Department of Labor compliance (check all applicable boxes) [Leave blank if inapplicable]:

[5] Note, if this box is checked, each equity owner of the entity must individually be deemed as an accredited investor.
[6] "Knowledgeable employee" as defined in Rule 3c-5(a)(4) of the Investment Company Act of 1940.

- ☐ The Subscriber is a plan described in sections 3(3) and 4(a) of Employee Retirement Income Security Act of 1974 ("ERISA") but is not a plan exempt from compliance from Title I, part 4 of ERISA pursuant to ERISA section 4(b) or ERISA section 401(a) ("Employee Benefit Plan").

- ☐ The Subscriber is an "employee welfare benefit plan" or an "employee pension benefit plan" as defined in sections 3(1) and 3(2), respectively, of the ERISA.

- ☐ The Subscriber is a plan described in section 4975(e)(1) of the Code.

- ☐ The Subscriber is an entity charged with the responsibility to invest all or any portion of the assets of one or more Employee Benefit Plans as defined above.

- ☐ The subscriber is an entity which is deemed to be a "benefit plan investor" under the Final Regulation of the Department of Labor, published in the Federal Register on November 13, 1986 (the "**Final Regulation**") because its underlying assets include "plan assets" by reason of a plan's investment in the entity (including, by way of example only, a partnership not qualifying as an operating company within the meaning of the Final Regulation, which is twenty-five percent (25%) or more owned by entities described above.

PART III (Beneficial Ownership)

1. Number of Beneficial Owners: __ _ (For this purpose, "Beneficial Owner" shall have the same meaning as under Rule 13d-3 of the Securities Exchange Act of 1934, which generally means a person or entity who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise has or shares, or is deemed to have or share: (1) voting power, which includes the power to vote, or to direct the voting of, the Investor's Units; and/or (2) investment power, which includes the power to dispose, or to direct the disposition of, the Investor's Units). **Subscribers must provide a roster of beneficial owners to the Company in the following format**:

Name of Member, Shareholder, Equity holder, Partner, or Grantor	Accreditation Status	% ownership in the Subscriber	Role in the Subscriber (Is such beneficial owner have managerial power over the Subscriber?)

2. Citizenship or Residency of the Subscriber and its beneficial owners.

- ☐ The Subscriber is a United States Person[7].
- ☐ The Subscriber is a Foreign Person[8].
- ☐ All beneficial owners of the Subscriber are United States Persons.
- ☐ Some beneficial owners of the subscriber are Foreign Persons.

Investment Knowledge

I have such knowledge and experience in financial and business matters that I am capable of evaluating the merits and risks of an investment in the Investor Units and do not desire to use an Investor Representative in connection with evaluating such merits and risks. I understand, however, that the Company may request that I use an Investor Representative.

[ ] Yes [ ] No

Date: _____

Name: _____

Signature: _____

[7] "United States Person" shall mean an individual who is a citizen of the United States or a resident alien for U.S. federal income tax purposes; a corporation, an entity taxable as a corporation, or a partnership created or organized in or under the laws of the United States or any state or political subdivision thereof or therein (including the District of Columbia); an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or a trust if (y) a court within the United States is able to exercise primary supervision over its administration and one or more United States persons have the authority to control all of its substantial decisions or (z) such trust was in existence on August 20, 1996 and was treated as a domestic trust on August 19, 1996 and such trust has a valid election in effect under applicable U.S. Treasury regulations to be treated as a United States Person.

[8] "Foreign Persons" include nonresident aliens, foreign corporations, foreign partnerships, foreign trusts, or foreign estates (as each of those terms is defined in the Code and Treasury Regulations). In the case of entities that are disregarded for purposes of U.S. tax law (e.g., fiscally transparent entities with a single owner that have not elected to be taxed as a corporation for U.S. tax purposes), such entities are treated as United States Persons or Foreign Persons depending on the residence and status of their owners, rather than on where the disregarded entities are organized.

LLC TAX INFORMATION FORM

Is your entity an LLC? □ Yes (please fill out this form) □ No (you may skip this form)

The IRS has recently updated their process for how schedule K1s are filed for LLCs. Please select the proper option below for us to complete your schedule K1 properly for your investment.

□ ← Check here if your LLC is classified as a **PARTNERSHIP**

LLC Legal Name:_____

What is the TAX ID associated with this LLC: _____

□ ← Check here if your LLC is classified as a **S-CORP**

LLC Legal Name: _____

What is the TAX ID associated with this LLC: _____

□ ← Check here if your LLC is a single-member and classified as a **DISREGARDED ENTITY**

LLC Legal Name: _____

What is the TAX ID associated with this LLC: _____

How is your LLC owned? □ Individual □ Entity

First Name: _____

Last Name: _____

SSN of Single-member: _____

Name of entity that owns this LLC: _____

EIN of the entity that owns this LLC:_____

Signature:_____ Date:_____

EXHIBIT D: INDIVIDUAL INVESTOR QUESTIONNAIRE

Investor Name: _____

CONFIDENTIAL INVESTOR QUESTIONNAIRE (INDIVIDUAL)

Hyro Holdings LLC
c/o Hyro Holdings Manager LLC
1934 Old Gallows Rd., Suite 350
Vienna, VA 22182
invest@vikingcapllc.com
TEL: 352-727-1468

The information contained in this Questionnaire is being furnished in order to determine whether the investor is an "accredited investor" as defined in Regulation D of the Securities Act of 1933 and whether the investor's subscription to purchase the above-captioned securities (the "Units") of Hyro Holdings LLC, a Delaware limited liability company (the "Company") may be accepted.

ALL INFORMATION CONTAINED IN THIS QUESTIONNAIRE WILL BE TREATED CONFIDENTIALLY. The undersigned understands, however, that the Company may present this Questionnaire to such parties as it deems appropriate if called upon to establish that the proposed offer and sale of the Units is exempt from registration under the Securities Act of 1933, as amended, or meets the requirements of applicable state securities or "blue sky" laws. Further, the undersigned understands that the offering is required to be reported to the Securities and Exchange Commission and to various state securities or "blue sky" regulators.

PART I (Please indicate desired type of ownership)

- ☐ Individual
- ☐ Joint Tenants (rights of survivorship)
- ☐ Tenants in Common (no rights of survivorship)

PART II (Please check any of statements 1-5 below that apply to you.)

☐ 1. I have an individual net worth or joint net worth with my spouse in excess of $1,000,000, excluding my primary residence.

☐ 2. I have had an individual income in excess of $200,000 in each of the last two calendar years and I reasonably expect an individual income in excess of $200,000 for the current calendar year. NOTE: IF YOU ARE BUYING JOINTLY WITH YOUR SPOUSE, YOU MUST EACH HAVE AN INDIVIDUAL INCOME IN EXCESS OF $200,000 IN EACH OF THESE YEARS IN ORDER TO CHECK THIS BOX.

☐ 3. My spouse and I have had a joint income in excess of $300,000 in each of the last two calendar years, and I reasonably expect a joint income in excess of $300,000 for the current calendar year.

☐ 4. I am a manager, director, executive officer, or a knowledgeable employee[9] of the Company. (For purposes of this Section II, executive officer means the president; any vice president in charge of a principal business unit, division or function, such as sales,

[9] "Knowledgeable employee" as defined in Rule 3c-5(a)(4) of the Investment Company Act of 1940.

administration or finance; or any other person or persons who perform(s) similar policymaking functions for the Company.)

☐ 5. I have a Series 7, Series 65, or Series in 82 in good standing.

Investment Knowledge

I have such knowledge and experience in financial and business matters that I am capable of evaluating the merits and risks of an investment in the Investor Units and do not desire to use an Investor Representative in connection with evaluating such merits and risks. I understand, however, that the Company may request that I use an Investor Representative.

[ ] Yes [ ] No

Date: _____

Name: _____

Signature: _____

EXHIBIT E: COMPANY LLC OPERATING AGREEMENT

(the final operating agreement is subject to further revision with respect to Company counsel recommended tax revisions, scriveners' errors and any requirements to address any potential lender concerns)

OPERATING AGREEMENT
OF
Hyro Holdings LLC
A Delaware Limited Liability Company

This Operating Agreement of Hyro Holdings LLC, dated as of February 2, 2024 ("**Effective Date**"), is adopted by the Manager (as defined below) and executed and agreed to, for good and valuable consideration, by and among the Members (as defined below).

ARTICLE I: DEFINITIONS

1.1 **Definitions**. As used in this LLC Agreement, the following terms have the following meanings:

i. *Act* means the Delaware Limited Liability Company Act regarding limited liability companies, and any successor statute, and other relevant provisions as amended from time to time (or any corresponding provisions of succeeding law).

ii. *Additional Capital Contributions* means any Capital Contribution to the Company by a member made subsequent to the member's initial capital contribution. Further explanation is set forth in Section 4.2.

iii. *Adjusted Capital Account* means, with respect to any Member, the Member's

Capital Account balance, increased by the Member's share of Member Minimum Gain.

iv. *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 or other period, after giving effect to the following adjustments: (i) any amounts that such Member is, or is deemed to be, obligated to restore pursuant to Section 1.704-1(b)(2)(ii)(c) of the Treasury Regulations, the penultimate sentence of Section 1.704-2(g)(1) of the Treasury Regulations, or the penultimate sentence of Section 1.704-2(i)(5) of the Treasury Regulations, shall be credited to such Capital Account; and (ii) the items described in Sections 1.704- 1(b)(2)(ii)(d)(4), (5), and (6) of the Treasury Regulations shall be debited to such Capital Account. For these purposes, no Member who has an unconditional obligation to restore any deficit balance in his/her or its Capital Account in accordance with the requirements of Section 1.704-1(b)(2)(ii)(b)(3) of the Treasury Regulations shall have an Adjusted Capital Account Deficit. The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

v. *Affiliate* means any Person that directly or indirectly controls, is controlled by, or is under common control with the Person in question. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct

or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

vi. *Articles* means the Certificate of Formation of the Company.

vii. *"Average Annual Return ('AAR')"* means the calculation of investment returns divided by the number of performance periods, often using certain yearly time horizons to measure performance, assuming a fresh engagement at the initiation of each period without compounded reinvestment of prior returns. Unlike a compounded return, the average annual return is a simple comparison of investment income (including cash and amortized interest income from fixed income instruments or dividend payments from equity products), realized and unrealized capital gains to the specific period of time over which those profits were generated, disregarding the compounding effect of reinvestment of cash profits and the time value of money.

viii. *Bad Actor* shall have the meaning given to it by 17 CFR § 230.506(d).

ix. *Bankrupt* means (i) a general assignment for the benefit of creditors; (ii) declaration of insolvency in any state insolvency proceeding; (iii) subject of an order for relief under Chapter 7 of the United States Bankruptcy Code, 11 U.S.C. §101 et seq., or successor statute (the "Bankruptcy Code"); (iv) voluntary debtor in a case under Chapter 11 of the Bankruptcy Code and fails to achieve confirmation of a plan of reorganization within 180 days; (v) involuntary debtor in a case under either Chapter 7 or 11 of the Bankruptcy Code and fails to achieve a dismissal of the case within 90 days, or, with respect to a Chapter 11 case in which an order for relief is entered prior to the expiration of 90 days, fails to achieve confirmation of a plan of reorganization within 180 days of the commencement of the involuntary case; or (vi) the appointment of a trustee, receiver or liquidator with respect to all or substantially all of his/her or its properties, and, where such appointment was contested, there has been a failure to vacate such appointment within 90 days of appointment.

x. *Bankrupt Member* means a Member of the Company who has filed for Bankruptcy and/or has become Bankrupt.

xi. *Book Depreciation* means for any asset for any fiscal year or other period an amount that bears the same ratio to the Gross Asset Value of that asset at the beginning of such fiscal year or other period as the federal income tax depreciation, amortization, or other cost recovery deduction allowable for that asset for such year or other period bears to the adjusted tax basis of that asset at the beginning of such year or other period. If the federal income tax depreciation, amortization, or other cost recovery deduction allowable for any asset for such year or other period is zero, the Book Depreciation for that asset shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Manager.

xii. *Business Day* means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Delaware are closed.

xiii. *Capital Account* means the capital account maintained for a Member pursuant to Section 4.5 of this LLC Agreement.

xiv. *Capital Event* has the meaning set forth in Section 5.2(b).

xv. *Capital Event Proceeds* means the amount of net proceeds received by the Company, after costs, expenses and reserves, of a Capital Event.

xvi. *Capital Contribution* means any contribution by a Member to the capital of the Company, which could be in the form of cash, assets, property, or service.

xvii. *Change of Control"* means: (1) the Company is merged or consolidated with another entity and as a result of such merger or consolidation less than 50% of the outstanding voting securities of the surviving or resulting entity are owned in the aggregate by the Members of the Company as determined immediately prior to the Change of Control; (2) the Company sells all or substantially all of its assets to another entity, that is not a wholly owned subsidiary of the Company; or (3) any Person acquires 50% or more of the aggregate outstanding Membership Interests of the Company (whether directly, indirectly, beneficially, or of record) pursuant to any transaction or combination of transactions.

xviii. *Class A Member* means any Member designated as a Class A Member on Exhibit A.

xix. *Class A Unit* means a unit of membership (ownership) in the Company held by a Class A Member as set forth on Exhibit A.

xx. *Class B Member* means any Member designated as a Class B Member on **E**xhibit A.

xxi. *Class B Unit* means a unit of membership (ownership) in the Company held by a Class B Member as set forth on Exhibit A.

xxii. *Class C Member* means any Member designated as a Class C Member on Exhibit A.

xxiii. *Class C Unit* means a unit of membership (ownership) in the Company held by a Class C Member as set forth on Exhibit A.

xxiv. *Code* means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

xxv. *Company* means Hyro Holdings, LLC, a Delaware limited liability company.

xxvi. *LLC Agreement* means this LLC Agreement of the Company, including all Exhibits and Schedules attached hereto, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto," and "hereunder" refer to this LLC Agreement as a whole, unless the context otherwise requires.

xxvii. *Company Minimum Gain* has the meaning set forth in Section 1.704-2(b)(2) of the Treasury Regulations.

xxviii. *Dispose, Disposing* or *Disposition* means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest, or other disposition or encumbrance (including, without limitation, by operation of law), or the acts thereof, whether or not for consideration.

xxix. *Effective Date* has the meaning set forth in the recitals.

xxx. *Event of Default* has the meaning set forth in Section 13.1.

xxxi. *General Interest Rate* means a rate per annum equal to the lesser of (a) the greater of six percent (6%) or Secured Overnight Financing Rate ("SOFR") plus three percent (3%) per annum, and (b) the maximum rate permitted by applicable law.

xxxii. *Gross Asset Value* has the meaning set forth in Section 4.5(c).

xxxiii. *Invested Capital* means the total Capital Contribution of a Member in the Company who purchased interests in the Company pursuant to the Private Placement Memorandum or a primary offering of the Company as decreased by the cumulative distributions that such Member or by a subsequent or replacement Member has received as return of capital pursuant to all proceeds of a Capital Event distribution pursuant to Section 5.2(a).

xxxiv. *IRR* means Internal Rate of Return and is a measure of an investment's expected future rate of return as calculated by the XIRR function in Microsoft Excel. As the IRR is an estimate of a future annual rate of return, IRR should not be confused with the actual achieved investment return of an historical investment. The term internal refers to the fact that the calculation excludes external factors, such as the risk-free rate, inflation, the cost of capital, or various financial risks.

xxxv. *Losses* has the meaning set forth in Section 4.5(b).

xxxvi. *Majority Interest* means one or more Members having among them than fifty percent (50%) of the Voting Ratios of all Members.

xxxvii. *Manager* means any Person or Persons named in the Certificate as an initial Manager of the Company and any Person or Persons hereafter elected as a Manager of the Company as provided in this LLC Agreement but does not include any Person who has ceased to be a Manager of the Company. As of the Effective Date,

Hyro Holdings Manager LLC, a Delaware limited liability company is the sole Manager of the Company.

xxxviii. *Member* means any Person executing this LLC Agreement as of the date of this LLC Agreement as a member or hereafter admitted to the Company as a member as provided in this LLC Agreement but does not include any Person who has ceased to be a member in the Company.

xxxix. *Member Capital* means with respect to each Member, the amount of such Member's Capital Contributions to the Company as set forth on Exhibit A.

xl. *Membership Interest* means the interest of a Member in the Company, including, without limitation, rights to distributions (liquidating or otherwise) and allocations.

xli. *Member Minimum Gain* means partnership minimum gain attributable to partner nonrecourse debt as determined under the rules of Section 1.704-2(i) of the Treasury Regulations.

xlii. *Member Nonrecourse Deductions* has the meaning set forth in Section 2(i)(2) of the Treasury Regulations.

xliii. *New Securities* has the meaning set forth in Section 3.4.

xliv. *New Securities Notice* has the meaning set forth in Section 3.4.

xlv. *Person* means an individual or a corporation, limited liability company, partnership, trust, estate, unincorporated organization, association, or other entity.

xlvi. *Pledge* or *Pledging* means a mortgage, pledge, grant of a security interest, or other encumbrance (including, without limitation, by operation of law), or the acts thereof, whether or not for consideration.

xlvii. *Class A Preferred Return* means a compounding, cumulative, preferred return of eleven percent (11%) per annum to Class A Members. The non-compounding, cumulative preferred return is based on the Invested Capital and shall begin accruing upon the later of the Company's funding of a Project (to the extent of funds deployed) or at time of an investor's subscription.

xlviii. *Class B Preferred Return* means a compounding, cumulative, preferred return of twelve percent (12%) per annum to Class B Members. The non-compounding, cumulative preferred return is based on the Invested Capital and shall begin accruing upon the later of the Company's (to the extent of funds deployed) or at time of an investor's subscription.

xlix. *Class C Preferred Return* means a compounding, cumulative, preferred return of thirteen percent (13%) per annum to Class C Members. The non-compounding, cumulative preferred return is based on the Invested Capital and shall begin

accruing upon the later of the Company's (to the extent of funds deployed) or at time of an investor's subscription.

l. *Private Placement Memorandum* means the initial Private Placement Memorandum of the Company, dated February __, 2024, and any supplements thereto.

li. *Profits* has the meaning set forth in Section 4.5(b).

lii. *Required Interest* means one or more Members having among them more than fifty percent (50.00%) of the Voting Ratios of all Members.

liii. *Required Supermajority Interest* means one or more Members having among them more than seventy-five percent (75%) of the Voting Ratios of all Members.

liv. *Securities Act* means the Securities Act of 1933, as amended.

lv. *Sell, Selling* or *Sale* means a sale, assignment, transfer, exchange, or other disposition (including, without limitation, by operation of law), or the acts thereof, whether or not for consideration.

lvi. *Sharing Ratio* with respect to any Member means the percentage set forth opposite each member's name on Exhibit A to this LLC Agreement, as such Exhibit may be amended from time to time in accordance with this LLC Agreement.

lvii. *Sponsor Member* means any Member designated as a Sponsor Member on Exhibit A.

lviii. *Sponsor Unit* means a unit of membership (ownership) in the Company held by a Sponsor Member as set forth on Exhibit A.

lix. *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.

lx. *Transfer, Transferring* or *Transferred* means Sell or Pledge, Selling or Pledging, or the completion of a Sale or Pledge, or any assignment of ownership to any third party.

lxi. *Treasury Regulations* means the Department of Treasury Regulations promulgated under the Code, whether proposed, temporary, or final, as amended and in effect (including corresponding provisions of succeeding LLC Agreement).

lxii. *Unit* of membership (ownership) in the Company.

lxiii. *Unrecovered Capital Contribution* shall be calculated as a Member's Capital Contribution to the Company less any prior distributions of capital.

lxiv. *Voting Ratio* means the voting power of each Member in the Company as set forth in Exhibit A and in accordance with this LLC Agreement.

lxv. Other terms defined herein have the meanings so given to them.

1.2 **Construction.** Whenever the context requires, the gender of all words used in this LLC Agreement includes the masculine, feminine, and neuter. All references to an article or a section refer to articles and sections of this LLC Agreement, and all references to exhibits are to exhibits attached hereto, each of which is made a part hereof for all purposes. Whenever the words "include," "includes," and "including" are used in this LLC Agreement, such words shall be deemed to be followed by the words "without limitation." The language used in this LLC Agreement shall be deemed to be the language that the parties hereto have chosen to express their mutual intent, and no rule of strict construction will be applied against any party hereto.

ARTICLE II: ORGANIZATION

2.1 **Formation.** The Company has been organized as a Delaware limited liability company by the filing of the Certificate of Formation under and pursuant to the Act. The rights and liabilities of the Members shall be as provided under the Act, the Certificate, and this LLC Agreement.

2.2 **Name.** The name of the Company is Hyro Holdings LLC, and all Company business must be conducted in that name or such other names that comply with applicable law as the Manager may select from time to time.

2.3 **Registered Office**; Registered Agent; Principal Office in the United States; Other Offices. The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Articles or such other office as the Manager may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Articles or such other Person or Persons as the Manager may designate from time to time in the manner provided by law. The principal office of the Company in the United States shall be at such place as the Manager may designate from time to time, which need not be in the State of Delaware, and the Company shall maintain records there as required by the Act and shall keep the street address of such principal office at the registered office of the Company in the State of Delaware. The Company may have such other offices as the Manager may designate from time to time.

2.4 **Purpose.** The purpose of the Company shall be to engage investing in real property, namely the acquisition of interests in various multi-family assets, entit(ies), and all improvements and all appurtenances thereon located, or in the alternative, owning interests in an entity that will hold such Projects.

2.5 **Foreign Qualification**. Prior to the Company's conducting business in any jurisdiction other than Delaware, the Manager shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Manager, with all requirements necessary to qualify the Company as a foreign limited liability company in that

jurisdiction. At the request of the Manager, each Member shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this LLC Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

2.6 **Term**. The Company shall continue in existence until the end of the period fixed in the Articles for the duration of the Company, or such earlier time as this LLC Agreement may specify.

2.7 **No State-Law Partnership.** The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member or Manager be a partner or joint venturer of any other Member or Manager, for any purposes other than federal and state tax purposes, and this LLC Agreement may not be construed to suggest otherwise. This Section 2.7 shall not, however, prohibit the Company from becoming a partner or joint venturer of a partnership or joint venture with one or more other Persons.

2.8 **Mergers and Exchanges**. The Company may be a party to a merger, consolidation, or other reorganization, subject to the requirements of Section 6.1.

ARTICLE III: MEMBERSHIP; DISPOSITIONS OF INTERESTS

3.1 **Initial Members.** The initial Members of the Company are the Persons executing this LLC Agreement as of the date of this LLC Agreement as Members, each of which is admitted to the Company as a Member effective contemporaneously with the execution by such Person of this LLC Agreement.

(a) There shall be four (4) classes of Members, Class A, B, C and M Members with their respective rights and obligations set forth in this LLC Agreement. The Class A, B, and C Members shall represent fifty percent (50%) of the Sharing Ratio and the Sponsor Member shall represent fifty percent (50%) of the Sharing Ratio.

(b) Unless otherwise required by the Act or by applicable law, the Class A, B, and C Members shall not have voting rights in the Company and the Sponsor Member shall always represent one hundred percent (100%) of the Voting Ratio in the Company. In the event this Section 3.1(b) be invalidated on any ground by a court of competent jurisdiction, the Voting Ratio shall be the Sharing Ratio for specific matters as required by law but not on all matters that require a vote of the Members under this LLC Agreement.

3.2 **Representations and Warranties.** Each Member hereby represents and warrants to the Company and each other Member that (a) if that Member is a corporation, it is duly organized, validly existing, and in good standing under the law of the state of its incorporation and is duly qualified and in good standing as a foreign corporation in the jurisdiction of its principal place of business (if not incorporated therein); (b) if that Member is a limited liability company, it is duly organized, validly existing, and (if applicable) in good standing under the law of the state of its organization and is duly qualified and (if applicable) in good standing as a foreign limited

liability company in the jurisdiction of its principal place of business (if not organized therein); (c) if that Member is a partnership, trust, or other entity, it is duly formed, validly existing, and (if applicable) in good standing under the law of the state of its formation, and if required by law is duly qualified to do business and (if applicable) in good standing in the jurisdiction of its principal place of business (if not formed therein), and the representations and warranties in clause (a), (b), or (c), as applicable, are true and correct with respect to each partner (other than limited partners), trustee, or other member thereof; (d) that Member has full corporate, limited liability company, partnership, trust, or other applicable power and authority to execute and agree to this LLC Agreement and to perform its obligations hereunder and all necessary actions by the board of directors, shareholders, Manager, members, partners, trustees, beneficiaries, or other Persons necessary for the due authorization, execution, delivery, and performance of this LLC Agreement by that Member have been duly taken; (e) that Member has duly executed and delivered this LLC Agreement; and (f) that Member's authorization, execution, delivery and performance of this LLC Agreement do not conflict with any other agreement or arrangement to which that Member is a party or by which it is bound.

3.3 **Restrictions on Transfer of Membership Interest.**

(a) No Member may Transfer all or any portion of his/her or its Membership Interest in the Company without the consent of the Manager. Any attempted Transfer by a Member of an interest or right, or any part thereof, in or in respect of the Company other than in accordance with this Section 3.3 shall be, and is hereby declared, null, and void *ab initio*.

(b) Subject to the provisions of Section 3.3(c), 3.3(d), and 3.3(e), a Person to whom an interest in the Company is Transferred in accordance with Section 3.3(a) hereof has the right to be admitted to the Company as a Member with the Sharing Ratio and Voting Ratio so Transferred to such Person, only if (i) the Member making such Transfer grants the transferee the right to be so admitted, and (ii) such admission is consented to by the Manager.

(c) The Company may not recognize for any purpose any purported Transfer of all or part of the Membership Interest unless and until the other applicable provisions of this Section 3.3 have been satisfied and the Manager has received, on behalf of the Company, a document (i) executed by both the Transferring Member (or if the Transfer is on account of the death, incapacity, or liquidation of the transferor, his/her or its representative) and the Person to whom or which the Membership Interest or part thereof is being Transferred, (ii) including the notice address of any Person to be admitted to the Company as a Member and his/her or its agreement to be bound by this LLC Agreement in respect of the Membership Interest or part thereof being obtained, (iii) setting forth the Sharing Ratios and Voting Ratios after the Transfer of the Transferring Member and the Person to whom or which the Membership Interest or part thereof is Transferred (which together must total the Sharing Ratio and Voting Ratio of the Transferring Member prior to the Transfer), and (iv) containing a representation and warranty that the Transfer was made in accordance with all applicable laws and LLC Agreement (including federal and state securities laws) and, if the Person to which the Membership Interest or part thereof is Transferred is to be admitted to the Company, its representation and warranty that the representations and warranties in Section 3.2 are true and correct with respect to that Person. Each Transfer and, if applicable, admission complying with the provisions of this Section 3.3(c) is

effective as of the first day of the calendar month immediately succeeding the month in which the Manager receives the notification of Transfer and the other requirements of this Section 3.3 have been met.

(d) For the right of a Member to Transfer a Membership Interest or any part thereof or of any Person to be admitted to the Company in connection therewith to exist or be exercised, (i) either (A) the Membership Interest or part thereof subject to the Transfer or admission must be registered under the Securities Act and any applicable state securities laws or (B) the Company must receive a favorable opinion of the Company's legal counsel or of other legal counsel acceptable to the Manager to the effect that the Transfer or admission is exempt from registration under those laws. The Manager, however, may at their discretion waive the requirements of this Section 3.3(d).

(e) The Member affecting a Transfer and any Person admitted to the Company in connection therewith shall pay, or reimburse the Company for, all costs incurred by the Company in connection with the Transfer or admission (including, without limitation, all legal costs and fees incurred in connection with the legal opinions referred to in Section 3.3(d), as well as all other legal and administrative costs) on or before the tenth (10^{th}) day after the receipt by that Person of the Company's invoice for the amount due. If it is not made by the date due, the Person owing that amount shall pay interest on the unpaid amount from the date due until paid at a rate per annum equal to the General Interest Rate.

3.4 **New Securities.** The Manager may in its sole discretion, accept new Members into the Company after the date of this LLC Agreement and issue New Securities represented by a Membership Interest as part of its initial raise of capital through the Class A, B, and C Members within the terms set forth in a Private Placement Memorandum. Further, the Manager may accept new Members into the Company after the date of this LLC Agreement and issue New Securities represented by a Membership Interest in order to raise additional capital outside the initial offering. Collectively, any new issuance of Membership Interests shall be referred to as ("New Securities"). Upon the issuance of New Securities, the Manager will provide written notice of same to the Members ("New Securities Notice").

3.5 **Interests in a Member.** A Member that is not a natural person may not cause or permit an interest, direct or indirect, in itself to be Disposed without the consent of the Manager, such that Member shall cease to be controlled by substantially the same Persons who control it as of the date of its admission to the Company. On any breach of the provisions of this clause of the immediately preceding sentence, the Company shall have the option to buy, and on exercise of that option the breaching Member shall sell, the breaching Member's Membership Interest, all in accordance with Section 11.1 as if the breaching Member were a Bankrupt Member.

3.6 **Information.** In addition to the other rights specifically set forth in this LLC Agreement, each Member is entitled to all information to which that Member is entitled to have access pursuant to the Act under the circumstances and subject to the conditions therein stated, but only to the extent required under the Act.

3.7 **Liability to Third Parties.** No Member or Manager shall be liable for the debts, obligations, or liabilities of the Company, including under a judgment decree or order of a court.

3.8 **Withdrawal.** A Member does not have the right or power to withdraw from the Company as a Member except in connection with a Disposition of the entirety of such Member's Membership Interest in accordance with this Article III.

3.9 **Lack of Authority.** No Member (other than a Manager or an officer acting in that capacity) has the authority or power to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any expenditures on behalf of the Company.

3.10 **Redemption.** The Manager may for the reasons stated below, in good faith, cause the Company to redeem Membership Interests from Members for the price of the inside basis of the Member plus any accrued Preferred Return at the rate of Eight Percent (8%) to the extent not already distributed. The Manager may in its good faith discretion redeem a Member's interest (i) to maintain compliance with the Securities Act or other applicable law, (ii) as part of a bona fide settlement agreement arising from any legal action including threatened legal action by a Member of the Company or judgment against the Company by a court of competent jurisdiction, or (iii) for the best interest of the Company as determined by the Manager in good faith.

ARTICLE IV: CAPITAL CONTRIBUTIONS AND ACCOUNTS

4.1 **Initial Contributions.** Contemporaneously with the execution by such Member of this LLC Agreement, each Member shall make the Capital Contributions described for that Member in Exhibit A.

4.2 **Subsequent Contributions.** Additional Capital Contributions by the Class A, B, and C Members may be called for by the Manager if, in the reasonable determination additional capital is necessary for the best interest of the Company. If Additional Capital Contributions are called for, each Class A, B, and C Member shall contribute its pro rata portion among the Class A, B, and C Members within fifteen (15) days of its receipt of written notice. If a Class A, B, or C Member fails to contribute its proportional share of the Additional Capital Contributions, its Sharing Ratio and/or Voting Ratio shall be decreased by the Manager.

4.3 **Return of Contributions.** Except as otherwise provided in this LLC Agreement, a Member is not entitled to the return of any part of his/her or its Capital Contributions or to be paid interest in respect of either his/her or its Capital Account or his/her or its Capital Contributions. Any unreturned Capital Contribution is not a liability of the Company or of any Member. A Member is not required to contribute or to lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

4.4 **Advances by Members.** If the Company does not have sufficient cash to pay its obligations, any Member(s) that agrees to do so, with the consent, may advance all or part of the needed funds to or on behalf of the Company. An advance described in this Section constitutes a loan from the Member to the Company, bears interest at the General Interest Rate from the date of the advance until the date of payment, and is not a Capital Contribution (the "Member")

4.5 **Capital Accounts.**

(a) A Capital Account shall be established and maintained for each Member in accordance with the following provisions.

(i) Each Member's Capital Account shall be increased by (A) the (i) amount of money contributed by that Member to the Company, (B) the Gross Asset Value of property contributed by that Member to the Company (net of liabilities secured by the contributed property that the Company is considered to assume or take subject to under Section 752 of the Code), and (C) allocations to that Member of Profits (or items thereof), including income and gain exempt from tax and income and gain described in Section 1.704-1(b)(2)(iv)(g) of the Treasury Regulations, but excluding income and gain described in Section 1.704-1(b)(4)(i) of the Treasury Regulations.

(ii) In the event of a Capital Event, Member's Capital Account shall be decreased by (A) the amount of money distributed to that Member of the Company, (B) the Gross Asset Value of property distributed to that Member by the Company (net of liabilities secured by the distributed property that the Member is considered to assume or take subject to under Section 752 of the Code), (C) allocations to that Member of expenditures of the Company described in Section 705(a)(2)(B) of the Code, and (D) allocations of Losses (or items thereof), including loss and deduction described in Section 1.704-1(b)(2)(iv)(g) of the Treasury Regulations, but excluding items described in clause above and loss or deduction described in Sections 1.704-1(b)(4)(i) or 1.704-1(b)(4)(iii) of the Treasury Regulations.

(iii) The Members' Capital Accounts also shall be maintained and adjusted as permitted by the provisions of Section 1.704-1(b)(2)(iv)(f) of the Treasury Regulations and as required by the other provisions of Sections 1.704-1(b)(2)(iv) and 1.704(b)(4) of the Treasury Regulations, including adjustments to reflect the allocations to the Members of depreciation, depletion, amortization, and gain or loss as computed for book purposes rather than the allocation of the corresponding items as computed for tax purposes, as required by Section 1.704(b)(2)(iv)(g) of the Treasury Regulations.

(iv) A Member that has more than one Membership Interest shall have a single Capital Account that reflects all his/her or its Membership Interests, regardless of the class of Membership Interests owned by that Member and regardless of the time or manner in which those Membership Interests were acquired. On the transfer of all or part of a Membership Interest, the Capital Account of the transferor that is attributable to the transferred Membership Interest or part thereof shall carry over to the transferee Member in accordance with the provisions of Section 1.704-1(b)(2)(iv)(l) of the Treasury Regulations.

(b) *Profits Losses* or other period, an amount or loss for such year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), but with the following adjustments for such fiscal year or other period:

(i) Income of the Company that is exempt from federal income tax as described in Section 705(a)(1)(B) of the Code and not otherwise taken into account in computing Profits and Losses pursuant to this Section 4.5(b) shall be added to such taxable income or loss as if it were taxable income.

(ii) Any expenditures of the Company described in Section 705(a)(2)(B) of the Code, or treated as expenditures under Section 705(a)(2)(B) of the Code pursuant to Section 1.704-1(b)(2)(iv)(i) of the Treasury Regulations, and not otherwise taken into account in computing Profits and Losses, shall be subtracted from such taxable income or loss as if such expenditures were deductible items.

(iii) If the Gross Asset Value of any Company asset is adjusted pursuant to this LLC Agreement, the amount of the adjustment shall be taken into account as gain or loss from the disposition of the asset for purposes of computing such taxable income or loss.

(iv) Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of the property differs from the Gross Asset Value of the property.

(v) In lieu of the deduction for depreciation, cost recovery, or amortization taken into account in computing such taxable income or loss, there shall be taken into account Book Depreciation for such fiscal year or other period.

(vi) Notwithstanding any other provision of this LLC Agreement, any items that are specially allocated pursuant to Section 5.3(a) or 5.3(b) of this LLC Agreement shall not be taken into account as taxable income or loss for purposes of computing Profits and Losses.

(vii) If the Company's taxable income or taxable loss for the year or period, as adjusted pursuant to subparagraphs (i)-(vi) above, is a positive amount, that amount shall be the Company's Profit for such fiscal year or other period; and if negative, that amount shall be the Company's Loss for such fiscal year or other period.

(c) *Gross Asset Value* means, for any asset, the asset's adjusted basis for federal income tax purposes, except as set forth below:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of the asset on the date of determination, as determined by the contributing Member and the Company. The Gross Asset Values of all assets shall be adjusted to equal their gross fair market values, as determined by the Manager, as of the following times: (A) the contribution of more than a *de minimis* amount of money or other property to the Company as a Capital Contribution by a new or existing Member, or the distribution by the Company to a retiring or continuing Member of more than a *de minimis* amount of property as consideration for an interest in the Company, if the Members reasonably determine that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company; or (B) the liquidation of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations.

(ii) The Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution.

(iii) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustment to the adjusted basis of such assets pursuant to Section 734(b) of the Code or Section 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Treasury Regulations; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 4.5(c)(iv) to the extent the Manager determine that an adjustment pursuant to Section 4.5(c)(ii) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 4.5(c)(iv).

(iv) If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 4.5(c)(i), (ii), or (iv), such Gross Asset Value shall thereafter be adjusted by the Book Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

ARTICLE V: ALLOCATIONS OF PROFITS AND LOSSES AND DISTRIBUTIONS

5.1 **Allocations**.

(a) ***General Allocations.*** Except as may be required by Section 704(c) of the Code and Section 1.704-1(b)(2)(iv)(f)(4) of the Treasury Regulations, Profits and Losses of the Company shall be allocated among the Members as follows:

(i) Except as otherwise provided in Section 5.3 of this LLC Agreement, Profits shall be allocated to the Members first to offset prior allocations of losses and then allocation in accordance with Section 5.2(a).

(ii) Except as otherwise provided in Sections 5.1(a)(iii) and 5.3 of this LLC Agreement, Losses for any fiscal year or other period shall be allocated to the Members in proportion to their respective Sharing Ratios.

(iii) The aggregate amount of Losses allocated pursuant to Section 5.1(a)(ii) hereof and the next sentence of this Section 5.1(a)(iii) to any Member for any fiscal year shall not exceed the maximum amount of losses that may be allocated to such Member without causing such Member to have an Adjusted Capital Account Deficit at the end of such fiscal year. All Losses in excess of the limitation in this Section 5.1(a)(iii) with respect to any Member shall be allocated solely to the other Members in proportion to their Sharing Ratios. If no other Member may receive an additional allocation of Losses pursuant to this Section 5.1(a)(iii), such additional Losses not allocated pursuant to Section 5.1(a)(ii) of this LLC Agreement or the preceding sentence shall be allocated solely to those Members that bear the economic risk for such additional Losses within the meaning of Section 704(b) of the Code and the Treasury Regulations thereunder. If it is necessary to allocate Losses under the preceding sentence, the Manager shall determine those Members that bear the economic risk for such additional Losses.

(b) ***Transfer.*** All items of Profit, Loss, income, gain, loss, deduction, and credit allocable to any Membership Interest that may have been transferred shall be allocated between the transferor and the transferee based on the portion of the calendar year during which each was recognized as owning that Membership Interest, without regard to the results of Company operations during any particular portion of that calendar year and without regard to whether cash distributions were made to the transferor or the transferee during that calendar year; provided, however, that this allocation must be made in accordance with a method permissible under Section 706 of the Code and the Treasury Regulations thereunder.

5.2 **Distributions.**

(a) ***Distributions***. At such times as the Manager determines that there is net cash available for distribution, net of reserves, from cash flow or other sources of the Company, and upon the refinance, sale, or other disposition of the Projects, or liquidation of the Company (a "Capital Event"), the Manager shall cause the Company to distribute the available net proceeds (net of any reserves, costs and fees, but subject to the possible deferral and accrual of the Asset Management Fee), and distributions shall be made in the following manner and order or priority:

1. First, to the Class A, B, and C Members, pari passu in proportion to their respective Class A, B, and C interests. until their entire accrued preferred return has been paid, pro rata to each Member's total Capital Contribution, provided that the Manager anticipates that only distributing up to an eight percent (8%) Preferred Return from non-Capital Event Proceeds, with the remainder of unpaid Preferred Return accruing on a non-compounding basis;

2. Second, to the Class A, B, C Members pro rata to each Member, until each has received a full return of their respective Invested Capital; and

3. Finally, with respect to further excesses, fifty percent (50%) to Class A, B, and C Members in pari passu in proportion to their respective Class A, B, and C interests, and fifty percent (50%) to the Sponsor Member in proportion to the respective Sharing Ratios.

(b) ***Overriding Distribution***. Notwithstanding the provisions of Section 5.2(a) above, if at any time distributions to a Member would create or increase an Adjusted Capital Account Deficit and if another Member has a positive Capital Account balance (after such Adjusted Capital Account Deficit and Capital Account balances have been adjusted to reflect the allocations of Profits, Losses, income, gains, and losses pursuant to this Article V, and taking into account interim Profits, Losses, income, gains, and losses (determined using such accounting methods as shall be selected by the Manager) for the period ending on or before such distribution), such cash or assets shall be distributed first to the Member having a positive Capital Account balance in an amount equal to such positive balance, and the remaining cash or assets, if any, shall be distributed in accordance with Section 5.2(a).

(c) ***Payments Not Deemed Distributions*.** Any amounts paid pursuant to Section 6.9 or Article VIII of this LLC Agreement shall not be deemed to be distributions for purposes of this LLC Agreement.

(d) ***Withheld Amounts*.** Notwithstanding any other provision of this Section 5.2 to the contrary, each Member hereby authorizes the Company to withhold and to pay over, or otherwise pay, any withholding or other taxes payable by the Company with respect to the Member as a result of the Member's participation in the Company; if and to the extent that the Company shall be required to withhold or pay any such taxes, such Member shall be deemed for all purposes of this LLC Agreement to have received a payment from the Company as of the time such withholding or tax is paid, which payment shall be deemed to be a distribution with respect to such Member's Membership Interest to the extent that the Member (or any successor to such Member's Membership Interest) is then entitled to receive a distribution. To the extent that the aggregate amount of such payments to a Member for any period exceeds the distributions to which such Member is entitled for such period, the amount of such excess shall be considered a loan from the Company to such Member. Such loan shall bear interest (which interest shall be treated as an item of income to the Company) at the General Interest Rate until discharged by such Member by repayment, which may be made by the Company out of distributions to which such Member would otherwise be subsequently entitled. Any withholdings authorized by this Section 5.2(e) shall be made at the maximum applicable statutory rate under the applicable tax law unless the Company shall have received an opinion of counsel or other evidence satisfactory to the Manager to the effect that a lower rate is applicable, or that no withholding is applicable.

(e) ***Distributions in Liquidation of Member's Membership Interest.*** For purposes of this LLC Agreement, a liquidation of a Member's Membership Interest means the termination of the Member's entire Membership Interest other than in connection with the dissolution, winding up, and termination of the Company. Where a Member's Membership Interest is to be liquidated by a series of distributions, the Membership Interest shall not be considered as liquidated until the final distribution has been made. If a member's Membership Interest is to be liquidated, liquidating distributions shall be made in accordance with the positive Capital Account balance of that Member (as determined after taking into account all Capital Account adjustments with respect to that Member's Membership Interest for the taxable year during which the liquidation occurs, as determined in accordance with Section 706 of the Code). A distribution in liquidation of a Member's Membership Interest shall be made by the end of the taxable year in which such liquidation occurs, or, if later, within 90 days after the Member's Membership Interest is liquidated.

5.3 **Special Allocations of Profits and Losses.**

(a) ***Special Allocations***.

(i) ***Qualified Income Offset***. If any Member has an Adjusted Capital Account Deficit, items of income and gain shall be specially allocated (on a gross basis) to each such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit of such Member as quickly as possible; provided, however, that an allocation pursuant to this Section 5.3(a)(i) shall be made only if and to the extent that a Member would have an Adjusted

Capital Account Deficit after all other allocations provided for in this Article V have been tentatively made as if this Section 5.3(a)(i) were not in this LLC Agreement. It is intended that this Section 5.3(a)(i) constitute a "qualified income offset" within the meaning of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted and applied in a manner consistent with such Treasury Regulations.

(iii) ***Gross Income Allocation***. If any Member has a deficit Capital Account at the end of any fiscal year, and such deficit Capital Account is in excess of the sum of (A) the amount such Member is obligated to restore pursuant to any provisions of this LLC Agreement and (B) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Sections 1.704-2(g)(l) and 1.704-2(i)(5) of the Treasury Regulations, each such Member shall be specially allocated items of income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 5.3(a)(ii) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in Article V have been made as if Section 5.3(a)(i) hereof and this Section 5.3(a)(ii) were not in this LLC Agreement.

(iii) ***Minimum Gain Chargeback - Company Nonrecourse Liabilities.*** If there is a net decrease in Company Minimum Gain during any Company taxable year, certain items of income and gain shall be allocated (on a gross basis) to the Members in the amounts and manner described in Section 1.704-2(f) of the Treasury Regulations. This Section 5.3(a)(iii) is intended to comply with the minimum gain chargeback requirement (set forth in Section 1.704-2(f) of the Treasury Regulations) relating to Company nonrecourse liabilities (as defined in Section 1.704-2(b)(3) of the Treasury Regulations) and shall be so interpreted.

(iv) ***Minimum Gain Chargeback - Member Nonrecourse Debt.*** If there is a net decrease in Member Minimum Gain during any Company taxable year, certain items of income and gain shall be allocated (on a gross basis) as quickly as possible to those Members who had a share of the Member Minimum Gain (determined pursuant to Section 1.704-2(i)(5) of the Treasury Regulations) in the amounts and manner described in Section 1.704-2(i)(4) of the Treasury Regulations. This Section 5.3(a)(iv) is intended to comply with the minimum gain chargeback requirement (set forth in Section 1.704-2(i)(4) of the Treasury Regulations) relating to Member nonrecourse debt (as defined in Section 1.704-2(b)(4) of the Treasury Regulations) and shall be so interpreted.

(v) ***Basis Adjustments.*** To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Sections 734(b) or 743(b) of the Code is required, pursuant to Section 1.704-1(b)(2)(iv)(m) of the Treasury Regulations, 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), and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(vi) ***Nonrecourse Deductions.*** Member Nonrecourse Deductions shall be allocated in accordance with Section 1.704-2(i)(l) of the Treasury Regulations to the Member who bears the economic risk of loss with respect to such deductions.

(vii) ***Allocation of Proceeds of Nonrecourse Liability.*** The determination of whether any distribution by the Company is allocable to the proceeds of a nonrecourse liability of the Company shall be made by the Member under any reasonable method that is in compliance with Section 1.704-2(h) of the Treasury Regulations.

(b) ***Curative Allocations.*** The allocations set forth in Sections 5.1(a)(iii) and 5.3(a) hereof (the "Regulatory Allocations") are intended to comply with certain requirements of Section 1.704-1(b) of the Treasury Regulations. The Members hereby acknowledge and agree that the Regulatory Allocations may not be consistent with the manner in which the Members intend to make Company distributions. Accordingly, the Manager is hereby authorized and directed to make other allocations of Profit, Loss, or Book Depreciation among the Members in any reasonable manner that the Manager deems appropriate, in their sole discretion, so as to prevent the Regulatory Allocations from distorting the manner in which the Company distributions would otherwise be divided among the Members pursuant to Sections 5.2 and 12.2 hereof. In general, the Members anticipate that this will be accomplished by specially allocating other Profits, Losses, or Book Depreciation among the Members so that, after such offsetting special allocations are made, the amount of each Member's Capital Account will be, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not a part of this LLC Agreement and all Company items had been allocated to the Members solely pursuant to Section 5.1(a) hereof.

(c) ***Tax Allocations: Code Section 704(c).*** In accordance with Section 704(c) of the Code and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and the initial Gross Asset Value of such property (determined in accordance with Section 4.5(c)(i) hereof). In accordance with the requirements of Section 1.704-1(b)(4)(i) of the Treasury Regulations, if the Gross Asset Value of any Company asset is adjusted pursuant to Section 4.5(c)(ii) hereof, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and the Gross Asset Value of such asset in the same manner as such variations are taken into account under Section 704(c) of the Code and the Treasury Regulations thereunder with respect to property contributed to the Company. Any elections or other decisions relating to such allocation shall be made by the Manager in any manner that reasonably reflects the purpose and intention of this LLC Agreement. Allocations pursuant to this Section 5.3(c) are solely for purposes of federal, state, and local taxes and shall not affect or be taken into account in computing any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to this LLC Agreement.

(d) ***Other Allocation Rules.***

(i) For purposes of determining the Profits, Losses, or any other item allocable to any period (including periods before and after the admission of a new Member), Profits, Losses, and any such other item shall be determined on a daily, monthly, or other basis, as determined and allocated by the Manager using any permissible method under Section 706 of the Code and the Treasury Regulations thereunder.

(ii) For federal income tax purposes, every item of income, gain, loss, and deduction shall be allocated among the Members in accordance with the allocations under Sections 5.1, 5.3(a), 5.3(b), and 5.3(c) of this LLC Agreement.

(iii) The Members are aware of the income tax consequences of the allocations made by this Section 5.3 and Section 5.1 and hereby agree to be bound by the provisions of this Section 5.3 and Section 5.1 in reporting their shares of Company income and loss for income tax purposes.

(iv) To the extent permissible under Section 704 of the Code and the Treasury Regulations thereunder, in making allocations provided for in this Section 5.3 and Section 5.1, ordinary income realized by the Company from recapture of previously reported deductions shall be allocated to those Members (or their successors in interest) to whom such deductions were originally allocated and in proportion to such original allocations. Any obligation relating to the recapture of previously reported credits shall be allocated to those Members (or their successors in interest) to whom such credits were originally allocated and in proportion to such original allocations.

(v) It is intended that the allocations in Sections 5.1, 5.3(a), 5.3(b), and 5.3(c) of this LLC Agreement effect an allocation for federal income tax purposes consistent with Section 704 of the Code and comply with any limitations or restrictions therein. The Manager shall have complete discretion to make the allocations pursuant to this Section 5.3 and Section 5.1 in any reasonable manner consistent with Section 704 of the Code and to amend the provisions of this LLC Agreement as appropriate to comply with the Treasury Regulations promulgated under Section 704 of the Code, if in the opinion of counsel to the Company, such an amendment is advisable to reflect allocations among the Members consistent with those Treasury Regulations.

(vi) The Members agree that their Sharing Ratios represent their interests in Company profits for purposes of allocating excess nonrecourse liabilities pursuant to Section 1.752-3(a)(3) of the Treasury Regulations.

(e) ***Depreciation Allocations.*** All Members shall share any depreciation according to their Sharing Ratios. However, notwithstanding anything to the contrary, in the event a Member is unable to take depreciation due to vehicle of investment or for some other reason, such allotted depreciation to said Member shall be reverted to the Manager.

ARTICLE VI: MANAGER

6.1 **Management by the Manager.**

(a) Except for situations in which the approval of the Members is required by the Articles, this LLC Agreement or by provisions of applicable law that are not waivable (and as to such provisions that are waivable by applicable law, the Members hereby waive such provisions to the maximum extent permitted by law) and subject to the provisions of Sections 6.2, 7.1(d) and 7.1(e), the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Manager; and the Manager may unilaterally make all decisions and take all actions for the Company not otherwise provided for in this LLC Agreement, including, without limitation, the following:

(i) entering into, making, and performing contracts, agreements, and other undertakings binding the Company that may be necessary, appropriate, or advisable in furtherance of the purposes of the Company and making all decisions and waivers thereunder.

(ii) opening and maintaining financial institution and investment accounts and arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements.

(iii) maintaining or causing to be maintained the assets of the Company.

(iv) collecting sums due the Company.

(v) to the extent that funds of the Company are available therefor, paying debts and obligations of the Company.

(vi) acquiring, utilizing for Company purposes, and disposing of any asset of the Company.

(vii) (vi) selecting, removing, and changing the authority and responsibility of lawyers, accountants, and other advisers and consultants.

(viii) borrowing money or otherwise committing the credit of the Company for Company activities and voluntary prepayments or extensions of debt.

(ix) obtaining insurance for the Company.

(x) determining distributions of Company cash and other property as provided in Section 5.2.

(xi) instituting, prosecuting, defending, and settling any legal, arbitration, or administrative actions or proceedings on behalf of or against the Company.

(xii) establishing a seal for the Company.

(xiii) accept new Members into the Company after the date of this LLC Agreement and issue New Securities represented by a Membership Interest as part of its initial raise of capital through the Class A, B, and C Members within the terms set forth in the Private Placement Memorandum.

(xiv) amending the Articles or this LLC Agreement with regard to matters not specifically restricted herein.

(xv) borrowing assets or refinance existing debt held by the company.

(xvi) assigning any fees to any entity or individual at the Manager's Sole Discretion.

(xvii) selling, leasing, exchanging, or otherwise disposing of all or substantially all the Company's property and assets.

(b) Notwithstanding the provisions of Section 6.1(a), the Manager may not cause the Company to do any of the following without a Required Supermajority Interest vote of the Members:

(i) be a party to a merger or an exchange or acquisition of the type described in the Act that requires Member consent and such consent is not satisfied by the vote of the Sponsor Member; and

(ii) amend or restate the Articles and this LLC Agreement with regard to matters material to the financial interests and voting of the Members that requires Member consent and such consent is not satisfied by the vote of the Sponsor Member.

Whenever in this LLC Agreement a reference is made to the Manager, such reference shall include a sole Manager, who shall have all the authority of the Manager set forth herein.

6.2 **Actions by Manager; Committees; Delegation of Authority and Duties**.

(a) In managing the business and affairs of the Company and exercising its powers, the Manager may act (i) unanimously through meetings and written consents pursuant to Sections 6.5 and 6.7 and (ii) through committees pursuant to Section 6.2(b).

(b) The Manager may, from time to time, designate one or more committees, each of which shall be comprised of any officer of the Company. Any such committee, to the extent provided in such resolution or in the Articles or this LLC Agreement, shall have and may exercise all of the authority of the Manager, subject to the limitations set forth in the Act and the Delaware Code. At every meeting of any such committee, the presence of a majority of all the members thereof shall constitute a quorum, and the affirmative vote of a majority of the members present shall be necessary for the adoption of any resolution. The Manager may dissolve any committee at any time, unless otherwise provided in the Articles or this LLC Agreement.

(c) Any Person dealing with the Company, other than a Member, may rely on the authority of the Manager or any officer in taking any action in the name of the Company without inquiry into the provisions of this LLC Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this LLC Agreement.

6.3 **Number and Term of Office.** The number of managers of the Company shall be one. The Manager shall hold office until its death, resignation, or expulsion. Unless otherwise

provided in this LLC Agreement, the Manager need not be a Member of or a resident of the State of Delaware. The number of managers may be increased or decreased from time to time by a Required Supermajority Interest.

6.4 **Vacancies; Removal; Resignation.** Subject to the other provisions of this Section 6.4, any vacancy occurring in the Manager position may be filled by a majority of the Sharing Ratio of the Member(s). A Manager elected to fill a vacancy shall be elected for the term set forth in the vote. The Manager position to be filled by reason of an increase in the number of managers shall be filled by election at any meeting of Members by a vote of other Members who make up the majority of the Sharing Ratio. The Manager may be removed only for cause by the majority of the Sharing Ratio. Cause shall mean conviction of a crime involving moral turpitude of the Manager or any of its members, shareholders, partners, managers, officers, or directors, or any of the members, shareholders, partners, managers, officers, or directors being deemed as a Bad Actor. In the event an affiliate of the Manager is convicted of a crime involving moral turpitude or being designated as a Bad Actor, the Manager shall remove such affiliate within fourteen (14) business days of such conviction or designation. Failure to remove such affiliate will justify removal of the Manager for cause. In the event of a vote to remove a Manager, the Manager along with its members, shareholders, partners, managers, officers, or directors, if any are also a Member of the Company, shall be excluded from the vote and the required percentage to carry the vote will be applied to those Members not excluded from the vote. Any such removal shall be effective immediately upon such Member action electing successors. The Manager may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the remaining members. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

6.5 **Expulsion**. A Member may be expelled from the Company by unanimous vote of all Sponsor Members and Manager (not including the Member to be expelled) if that Member or Manager (a) has willfully and materially violated any provision of this LLC Agreement causing material financial harm to the Company; (b) committed a financial felony that results in conviction by a Member against the Company or one or more Members or the Manager of the Company, or (c) engaged in wrongful conduct that adversely and materially affects the business or operation of the Company, as determined by the Manager. Such a Member shall be considered a Defaulting Member, and the Company or Manager may also exercise any one or more of the remedies provided for in this LLC Agreement. The Company may offset any damages to the Company or its Members occasioned by the misconduct of the expelled Member against any amounts distributable or otherwise payable by the Company to the expelled Member. Any such damages shall be permitted to be offset against any redemption payment to such Member if the Manager elects to redeem such Member per this LLC Agreement.

6.6 **Meetings.**

(a) Unless otherwise required by law or provided in the Articles or this LLC Agreement, a majority of the total number of managers fixed by, or in the manner provided in, the Articles or this LLC Agreement shall constitute a quorum for the transaction of business of the managers, and the act of the managers present at a meeting at which a quorum is present shall be

the act of the Manager. A Manager who is present at a meeting of the managers at which action on any Company matter is taken shall be presumed to have assented to the action unless his/her dissent shall be entered in the minutes of the meeting or unless he/she shall file his/her written dissent to such action with the Person acting as secretary of the meeting before the adjournment thereof or shall deliver such dissent to the Company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Manager who voted in favor of such action.

(b) Meetings of the managers may be held at such place or places as shall be determined from time to time by resolution of the Manager. At all meetings of the managers, business shall be transacted in such order as shall from time to time be determined by resolution of the Manager. Attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(c) In connection with any annual meeting of Members at which the Manager was elected, the Manager may, if a quorum is present, hold its first meeting for the transaction of business immediately after and at the same place as such annual meeting of the Members. Notice of such meeting at such time and place shall not be required.

(d) Special meetings of the managers may be called by the Manager on at least twenty-four (24) hours' notice to the members. Such notice need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law or provided for by the Articles or this LLC Agreement.

6.7 **Approval or Ratification of Acts or Contracts by Members.** The Manager in their discretion may submit any act or contract for approval or ratification at any annual meeting of the Members, or at any special meeting of the Members called for the purpose of considering any such act or contract, and any act or contract that shall be approved or be ratified by a Required Interest shall be as valid and as binding upon the Company and upon all the Members as if it shall have been approved or ratified by every Member of the Company. Failure of the Manager for any reason (or for no reason) to submit any act or contract to the Members for approval or ratification shall not in any way act to, or be deemed to, make such act or contract void or voidable.

6.8 **Action by Written Consent or Telephone Conference**. Any action permitted or required by the Act, the Articles or this LLC Agreement to be taken at a meeting of the managers or any committee designated by the Manager may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Manager or all the members of such committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the managers or any such committee, as the case may be. Subject to the requirements of the Act, the Articles, or this LLC Agreement for notice of meetings, unless otherwise restricted by the Articles, the Manager, or members of any committee designated by the Manager, may participate in and hold a meeting of the managers or any committee as designated by the Manager, as the case may be, by means of a conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at

such meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

6.9 **Fees.** The Manager or its designee shall be entitled to such fees as are provided herein, permitted by law or otherwise referenced in the Private Placement Memorandum, including but not limited to the Asset Management Fee. The Asset Management Fee is an annual fee payable in advance and equal to 1% of the committed capital contributions of the Company, provided that it will be deferred and accrue, with interest at the rate equal to the highest preferred return rate hereunder, to the extent that cash flow is not sufficient to pay such amount in full, to be paid at such time as sufficient cash flow or Capital Event Proceeds are available, as reasonable determined by the Managers. Such Asset Management Fee will be due and payable prior to any distributions of Capital Event Proceeds after the preferred returns have been paid in full and capital contributions have been returned.

6.10 **Reimbursement.** The Manager and any officers of the Company shall be entitled to be reimbursed for reasonable out-of-pocket costs and expenses incurred in the course of their service hereunder.

6.11 **Necessity of Approval by Required Interest.** Notwithstanding the provisions of Section 6.1(a) or any provision of this LLC Agreement to the contrary, neither the Manager nor officers shall have authority to do or cause the Company to do any of the following without the approval of the Manager and a Required Interest:

(a) cause the Company to become Bankrupt, to dissolve, or to liquidate;

(b) cause the Company to commence an initial public offering;

(c) amend any provision of this LLC Agreement with regard to matters material to the financial interests and voting of the Members;

(d) cause a change in the scope of business activities of the Company as described in Section 2.4 of this LLC Agreement.

6.12 **Conflict of Interests.**

(a) The Manager, the Members and their respective Affiliates may engage in or possess an interest in other businesses and investments of any nature, independently or in concert with others, whether or not the business or investment competes with or is enhanced by the business of the Company. None of the Company or a Member will have any right in or to any independent business or investment of the Manager or its Affiliates or the income or profits derived from any independent business or investment of the Manager or Affiliates. None of the Company, the Manager or another Member will have any right in or to any independent business or investment of a Member or its Affiliates or the income or profits derived from any independent business or investment of a Member or its Affiliates. The Manager need devote to the Company

only so much of the Manager's time and attention as in the Manager's judgment is reasonably necessary in connection with the business and affairs of the Company.

(b) The Manager will not be disqualified from acting because it has an interest in a decision or other action, even if the interest of the Manager (either as the Manager or as a Member) is in conflict with the interests of one or more Members or the Manager's own interests (either as the Manager or as a Member) will be furthered by its decision, and to the maximum extent allowed by Delaware law, the Members hereby waive any requirement that the Manager abstain from acting under such circumstances or that the Manager advise the Members before acting. The Manager is responsible only for the duties that it has specifically undertaken in this LLC Agreement, with no implication of additional duties or responsibilities. The Manager will have no liability for the return of Capital Contributions or for payment of any return on Capital Contributions.

6.13 **Limitation of Liability**. The Manager will not be liable or accountable, in damages or otherwise, to the Company or to any Member for anything it may do or refrain from doing in connection with the management of the Company or the business and affairs of the Company, except in the case of its fraud or its breach of an express limitation on its authority provided in this LLC Agreement. The Manager is not subject to any fiduciary or other duties except those that are non-waivable under the Delaware LLC Act. THE LIMITATION ON LIABILITY OF THE MANAGER IN THE PRECEDING SENTENCE IS INTENDED TO ABSOLVE THE MANAGER FROM RESPONSIBILITY FOR ITS NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY, AMONG OTHER THINGS. TO THE EXTENT THAT, AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE, THE MANAGER HAS DUTIES (INCLUDING FIDUCIARY DUTIES), SUCH DUTIES ARE HEREBY ELIMINATED TO THE FULLEST EXTENT PERMISSIBLE UNDER DELAWARE LAW AS TO ALL DECISIONS AND ACTIONS OF THE MANAGER IN MANAGING THE BUSINESS AND AFFAIRS OF THE COMPANY (INCLUDING ANY DECISION BEARING UPON THE RELATIONSHIP AMONG THE MEMBERS THAT THIS COMPANY AGREEMENT CONTEMPLATES WILL BE MADE BY THE MANAGER), THE MEMBERS AGREEING THAT, TO THE FULLEST EXTENT PERMISSIBLE UNDER DELAWARE LAW, THE DUTIES OF THE MANAGER WILL BE ONLY AS SPECIFICALLY PROVIDED IN THIS COMPANY AGREEMENT.

6.14 **Capacity to Bind Company.** The Members, in their capacities as Members, may not act for or bind the Company. The Members, in their capacities as Members, may participate in the management, conduct or control of the Company's business or affairs only to the extent specifically provided in this LLC Agreement, any broader rights or authority allowed by the Act or other applicable law notwithstanding. Nothing contained in this Section will prohibit any Member from acting as the Manager or a member, manager, officer, director, employee, agent or other representative of the Manager. One person may be both a Member and the Manager and, if a person does so, the person's interest as a Member will not affect the person's rights, authority or Responsibilities as Manager, nor will the person's position as Manager affect the rights or obligations of the person as a Member.

ARTICLE VII: MEETINGS OF MEMBERS

7.1 **Meetings.**

(a) A quorum shall be present at a meeting of Members if Members holding Membership Interests with Voting Ratios not less than the amount required to approve the action proposed to be taken are represented at the meeting in person or by proxy. With respect to any matter, other than a matter for which the affirmative vote of the holders of a specified portion of the aggregate Voting Ratios of all Members entitled to vote is required by this LLC Agreement or the Act, the affirmative vote of a Required Interest at a meeting of Members at which a quorum is present shall be the act of the Members.

(b) All meetings of the Members shall be held at the principal place of business of the Company or at such other place within or without the State of Delaware as shall be specified or fixed in the notices or waivers of notice thereof; provided that any or all Members may participate in any such meeting by means of conference telephone or similar communications equipment pursuant to Section 7.5.

(c) Notwithstanding the other provisions of the Articles or this LLC Agreement, the chairman of the meeting or the Members required to approve the action proposed to be taken shall have the power to adjourn such meeting from time to time, without any notice other than announcement at the meeting of the time and place of the holding of the adjourned meeting. If such meeting is adjourned by the Members required to approve the action proposed to be taken, such time and place shall be determined by a vote of the Members necessary to approve the action proposed to be taken. Upon the resumption of such adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally called.

(d) An annual meeting, if necessary, of the Members for the transaction of such business as may properly come before the meeting, shall be held at such place, within or without the State of Delaware, on such date and at such time as the Manager shall fix and set forth in the notice of the meeting, which date shall be within thirteen (13) months subsequent to the date of organization of the Company or the last annual meeting of Members, whichever most recently occurred; provided, however, that the Manager may elect not to hold annual meetings of the Members if it deems in its sole discretion such meeting or meetings to be unnecessary or burdensome. Any action taken at an annual meeting of Members pursuant to this Section 7.1(d) must be approved by the vote of Members required to approve such action as provided for in this LLC Agreement, and if so approved, shall be the action of the Company and shall not require the approval of the Manager, notwithstanding the provisions of Section 6.1(a).

(e) Special meetings of the Members for any proper purpose or purposes may be called at any time by the Manager or the holders of at least ten percent (10%) of the Voting Ratios of all Members. If not otherwise stated in or fixed in accordance with the remaining provisions hereof, the record date for determining Members entitled to call a special meeting is the date any Member first signs the notice of that meeting. Only business within the purpose or purposes described in the notice (or waiver thereof) required by this LLC Agreement may be conducted at a special meeting of the Members. Any action taken at a special meeting of Members pursuant to this Section 7.1(e) must be approved by the vote of Members required to approve such

action as provided for in this LLC Agreement, and if so approved, shall be the action of the Company and shall not require the approval of the Manager, notwithstanding the provisions of Section 6.1(a).

(f) Written or printed notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the Manager or Person calling the meeting, to each Member entitled to vote at such meeting. If mailed, any such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his/her address provided for in Section 15.2, with postage thereon prepaid.

(g) The date on which notice of a meeting of Members is mailed or the date on which the resolution of the Manager declaring a distribution is adopted, as the case may be, shall be the record date for the determination of the Members entitled to notice of or to vote at such meeting, including any adjournment thereof, or the Members entitled to receive such distribution.

(h) The right of Members to cumulative voting in the election of managers is expressly prohibited.

7.2 **Voting List**. The Manager shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the Voting Ratios held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office or principal place of business of the Company and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting. The original membership records shall be prima- facie evidence as to who are the Members entitled to examine such list or transfer records or to vote at any meeting of Members. Failure to comply with the requirements of this Section shall not affect the validity of any action taken at the meeting.

7.3 **Proxies.** A Member may vote either in person or by proxy executed in writing by the Member. A telegram, telex, cablegram, or similar transmission by the Member, or a photographic, photostatic, facsimile, or similar reproduction of a writing executed by the Member shall be treated as an execution in writing for purposes of this Section. Proxies for use at any meeting of Members or in connection with the taking of any action by written consent shall be filed with the Manager, before or at the time of the meeting or execution of the written consent, as the case may be. All proxies shall be received and taken charge of, and all ballots shall be received and canvassed by the Manager, who shall decide all questions touching upon the qualification of voters, the validity of the proxies, and the acceptance or rejection of votes, unless an inspector or inspectors shall have been appointed by the chairman of the meeting, in which event such inspector or inspectors shall decide all such questions. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable, and the proxy is coupled with an interest. Should a proxy designate two (2) or more Persons to act as proxies, unless that

instrument shall provide to the contrary, a majority of such Persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, the Company shall not be required to recognize such proxy with respect to such issue if such proxy does not specify how the Voting Ratios that are the subject of such proxy are to be voted with respect to such issue.

7.4 **Conduct of Meetings.** All meetings of the Members shall be presided over by the chairman of the meeting, who shall be the Chairman of the Company or approved by the Manager. The chairman of any meeting of Members shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

7.5 **Action by Written Consent or Telephone Conference.**

(a) Any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of not less than the minimum Voting Ratios that would be necessary to take such action at a meeting at which the holders of all Voting Ratios entitled to vote on the action were present and voted. No written consent shall be effective to take the action that is the subject to the consent unless, within sixty (60) days after the date of the earliest dated consent delivered to the Company in the manner required by this Section, a consent or consents signed by the holder or holders of not less than the minimum Voting Ratios that would be necessary to take the action that is the subject of the consent are delivered to the Company by delivery to its registered office, its principal place of business, or the Manager. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Company's principal place of business shall be addressed to the Manager. A telegram, telex, cablegram, or similar transmission by a Member, or a photographic, photostatic, facsimile, or similar reproduction of a writing signed by a Member, shall be regarded as signed by the Member for purposes of this Section. Prompt notice of the taking of any action by Members without a meeting by less than unanimous written consent shall be given to those Members who did not consent in writing to the action. The record date for determining Members entitled to consent to action in writing without a meeting shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Company by delivery to its registered office, its principal place of business, or the Manager. Delivery to the Company's principal place of business shall be addressed to the Manager.

(b) If any action by Members is taken by written consent, any documents filed with the Secretary of State of Delaware as a result of the taking of the action shall state, in lieu of any statement required by the Act concerning any vote of Members, that written consent has been given in accordance with the provisions of the Act and that any written notice required by the Act has been given.

(c) Members may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all Persons participating in

the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

7.6 **Unanimous Consent of the Manager**. Notwithstanding anything in this LLC Agreement, the meeting of members as set forth in this Article VII and in this LLC Agreement shall not be required in order for the Manager to undertake any action within its power under Article VI including the making of decisions not contemplated or otherwise provided for in this LLC Agreement.

ARTICLE VIII: INDEMNIFICATION

8.1 **Actions Other Than by or in the Right of the Company**. The Company shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company), by reason of the fact that he, she, or it, is or was a Member, Manager, officer, employee, or agent of the Company, or is or was serving at the request of the Company as a Manager, director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (all of such persons being hereafter referred to in this Article as a "Company Functionary"), against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such Company Functionary in connection with such action, suit, or proceeding, if he, she, or it acted in good faith and in a manner he, she, or it reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his, her, or its conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe that his/her conduct was unlawful.

8.2 **Actions by or in the Right of the Company**. The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he, she, or it is or was a Company Functionary against expenses (including attorneys' fees) actually and reasonably incurred by him, her, or it in connection with the defense or settlement of such action or suit, including any liabilities incurred under the loans of the Company, if he, she, or it acted in good faith and in a manner he, she, or it reasonably believed to be in or not opposed to the best interests of the Company, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the Company, unless and only to the extent that a court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which a court shall deem proper.

8.3 **Determination of Right to Indemnification**. Any indemnification under Sections 8.1 or 8.2 (unless ordered by a court) may be made by the Company only as authorized in the specific case upon a determination that indemnification of the Company Functionary is proper in the circumstances and that he/she has met the applicable standard of conduct set forth in Sections 8.1 or 8.2. Such determination shall be made by the Manager.

8.4 **Prepaid Expenses**. Expenses incurred by a Company Functionary in defending a civil, criminal, administrative, or investigative action, suit, or proceeding may be paid by the Company in advance of the final disposition of such action, suit, or proceeding, upon receipt of an undertaking by or on behalf of the Company Functionary to repay such amount if it shall ultimately be determined he/she is not entitled to be indemnified by the Company as authorized in this Article VIII.

8.5 **Other Rights and Remedies**. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which any person seeking indemnification and for advancement of expenses may be entitled under this LLC Agreement, or any agreement, determination of the Manager, or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office, and shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Company Functionary and shall inure to the benefit of the heirs, executors, and administrators of such a person. Any repeal or modification of this LLC Agreement or relevant provisions of the act and other applicable law, if any, shall not affect any than existing rights of a Company Functionary to indemnification or advancement of expenses.

8.6 **Insurance**. Upon approval by the Manager, the Company may purchase and maintain insurance on behalf of any person who is or was a Manager, officer, employee, or agent of the Company, or is or was serving at the request of the Company as a Manager, director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his/her status as such, whether or not the Company would have the power to indemnify him against such liability under the provisions of this Article VIII or the Act.

8.7 **Mergers.** For purposes of this Article VIII, references to "the Company" shall include, in addition to the resulting or surviving company, constituent entities (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its Manager, directors, officers, employees, or agents, so that any person who is or was a Manager, director, officer, employee, or agent of such constituent entity or is or was serving at the request of such constituent entity as a Manager, director, officer, employee, or agent of another limited liability company, partnership, joint venture, trust, or other enterprise shall stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving entity as he/she would have with respect to such constituent entity if its separate existence had continued.

8.8 **Savings Provision**. If this Article VIII or any portion hereof shall be invalidated on any ground by a court of competent jurisdiction, the Company may nevertheless indemnify each Company Functionary as to expenses (including attorneys' fees"), judgments, fines, and amounts

paid in settlement with respect to any action, suit, proceeding, or investigation, whether civil, criminal, or administrative, including a grand jury proceeding or action or suit brought by or in the right of the Company, to the full extent permitted by any applicable portion of this Article VIII that shall not have been invalidated.

ARTICLE IX: TAXES

9.1 **Tax Returns**. The Manager shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making the elections described in Section 9.2. Each Member shall furnish to the Manager all pertinent information in his, her, or its possession relating to Company operations that is necessary to enable the Company's income tax returns to be prepared and filed.

9.2 **Tax Elections**. The Company shall make the following elections on the appropriate tax returns:

(a) to adopt the calendar year as the calendar year as Company's fiscal year;

(b) to elect to deduct the organizational expenses of the Company and the startup expenditures of the Company ratably over a period of one hundred eighty (180) months as permitted under Section 195 and Section 709(b) of the Code; and

(c) any other election including, without limitation, whether the Company shall adopt a cash or accrual method of accounting as the Manager may deem appropriate and in the best interests of the Members.

Neither the Company nor any Manager or Member may make an election for the Company to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law, and no provision of this LLC Agreement (including, without limitation, Section 2.8) shall be construed to sanction or approve such an election.

9.3 Partnership Representative. With respect to U.S. federal (and comparable provisions of state and local) income tax matters concerning tax years of the Company, unless and until the Manager designates otherwise the Manager, will be the Company's designated "partnership representative" within the meaning of Code Section 6223 (the "Tax Representative") with sole authority to act on behalf of the Company for purposes of Subchapter C of Chapter 63 of the Code and any comparable provisions of state or local income tax laws. Initially, the Manager will be the Tax Representative and Ravindra Gupta will be the "designated individual" within the meaning of Treasury Regulations Section 301.6223-1(b)(3). Each Member agrees that, upon request of the Tax Representative, such Member shall provide such information, execute such instrument and take such other actions as may be necessary or reasonably requested (as determined in good faith by the Tax Representative) to allow the Company (or Tax Representative, acting on behalf of the Company pursuant to this Section 9.3) to comply with any applicable tax reporting and/or withholding obligations, prepare for and participate in any tax proceedings, timely make any tax elections, and otherwise undertake actions relating to tax matters of the Company (including, to the extent applicable, actions to ensure compliance with the provisions of Section

6226 of the Code so that any "partnership adjustments" are taken into account by the Members rather than the Company). Each Member shall use its best efforts to provide the Tax Representative with such information and execute such instruments as may be needed under the 2018 Audit Rules or otherwise reasonably requested by the Tax Representative in connection with the 2018 Audit Rules (including, for the avoidance of doubt, in connection with making any election thereunder). The Tax Representative shall be reimbursed by the Company for all out-of-pocket costs and expenses reasonably incurred in connection with any such proceeding and shall be indemnified by the Company (solely out of Company assets) with respect to any action brought against such Tax Representative in connection with the settlement of any such proceeding. Expenses incurred by the Tax Representative shall be borne by the Company. Such expenses shall include, without limitation, fees of attorneys and other tax professionals, accountants, appraisers and experts, filing fees and reasonable out-of-pocket costs and expenses.

ARTICLE X: BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS

10.1 **Maintenance of Books.** The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members, its Manager, and each committee of the Manager. The books of account for the Company shall be maintained on a cash or accrual basis (as determined by the Manager) in accordance with the terms of this LLC Agreement, except that the Capital Accounts of the Members shall be maintained in accordance with Section 4.5. The calendar year shall be the accounting year of the Company, or such other year as may be determined by the Manager from time to time.

10.2 **Account.** The Manager shall establish and maintain one or more separate bank and investment accounts and arrangements for Company funds in the Company name and with financial institutions and firms that the Manager determine. The Manager may not commingle the Company's funds with the funds of any Member; however, Company funds may be invested in a manner the same as or similar to the Manager's investment of its own funds or investments by their Affiliates.

ARTICLE XI: BANKRUPTCY OF A MEMBER

11.1 **Bankrupt Members.** Subject to Section 12.1, if any Member becomes a Bankrupt Member, the Company shall have the option, exercisable by notice from the Manager to the Bankrupt Member (or his/her or its representative) at any time prior to the one hundred eightieth (180th) day after receipt of notice of the occurrence of the event causing him, her, or it to become a Bankrupt, to buy, and on the exercise of this option the Bankrupt Member or his, her or its representative shall sell, his, her or its Membership Interest. The purchase price shall be an amount equal to the fair market value thereof determined by agreement between the Bankrupt Member (or his, her or its representative) and the Manager; however, if those Persons do not agree on the fair market value on or before the fifteenth (15th) day following the exercise of the option, either such Person, by notice to the other, may require the determination of fair market value to be made by an independent appraiser specified in that notice. If the Person receiving that notice objects on or before the tenth (10th) day following receipt to the independent appraiser designated in that notice, and those Persons otherwise fail to agree on an independent appraiser, either such Person may petition the United States District Judge in the Eastern District of Texas then senior in service to designate an independent appraiser. The determination of the independent appraiser, however

designated, is final and binding on all parties. The Bankrupt Member and the Company each shall pay one-half of the costs of the appraisal. The purchaser shall pay the fair market value as so determined in four equal cash installments, the first due on closing and the remainder (together with accumulated interest on the amount unpaid at the General Interest Rate) due on each of the first three (3) anniversaries thereof. The payment to be made to the Bankrupt Member or his, her, or its representative pursuant to this Section 11.1 is in complete liquidation and satisfaction of all the rights and interest of the Bankrupt Member and his/her or its representative (and of all Persons claiming by, through, or under the Bankrupt Member and his/her or its representative) in and in respect of the Company, including, without limitation, any Membership Interest, any rights in specific Company property, and any rights against the Company and (insofar as the affairs of the Company are concerned) against the Members, and constitutes a compromise to which all Members have agreed pursuant to the Act.

ARTICLE XII: DISSOLUTION AND LIQUIDATION

12.1 **Dissolution and Winding Up.** The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

(i) the vote or written consent of a Required Interest and the Manager;

(ii) the expiration of the period fixed for the duration of the Company set forth in the Articles; and

(iii) entry of a decree of judicial dissolution of the Company under the Act.

12.2 **Liquidation, Distribution, and Responsibility for Winding Up.** On dissolution or liquidation of the Company, the Manager shall act as liquidator or may appoint one or more Members as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions or related distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Manager. The steps to be accomplished by the liquidator are as follows: as promptly as possible after dissolution and again after final liquidation, the liquidator shall cause a proper accounting to be made of the Company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;

(a) the liquidator shall pay, satisfy, or discharge from Company funds all of the debts, liabilities, and obligations of the Company (including, without limitation, all expenses incurred in liquidation and any advances described in Section 4.4) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and

(b) subject to this Section 12.2(c), all remaining assets of the Company shall be distributed to the Members in accordance with Section 5.2(b).

(c) All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses, and liabilities theretofore incurred or for which the Company has committed prior to the date of termination and those costs, expenses, and liabilities shall be allocated to the distributee pursuant to this Section 12.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 12.2 constitutes a complete distribution to the Member with respect to his/her or its Membership Interest and the Member's interest in the Company's property, and constitutes a compromise to which all Members have consented. To the extent that a Member returns funds to the Company, he/she or it has no claim against any other Member for those funds.

12.3 **Deficit Capital Account.** Notwithstanding anything to the contrary in this LLC Agreement, and notwithstanding any custom or rule of law to the contrary, if any Member has a negative balance in his/her or its Capital Account on the date of the liquidation of such Member's "interest in the partnership" (within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations) after taking into account allocations of Profits, Losses, and other items of income, gain, loss, deduction, or credit, and distributions of cash or property (in each case as provided in Article V), that Member shall have no obligation to restore the negative balance or to make any Capital Contribution by reason thereof, and the negative balance shall not be considered an asset or a liability of the Company or of any Member.

12.4 **Articles of Dissolution.** On completion of the winding up of the Company's affairs, the Company shall be terminated, and the Manager (or such other Person or Persons as the Act may require or permit) shall cause the Articles of Dissolution to be filed with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5, and take such other actions as may be necessary to terminate the Company.

12.5 **Liabilities of the Company.** All liabilities of the Company, including indemnity obligations under Article VII, will be liabilities of the Company as an entity, and may be paid or satisfied from Company assets. Except to the extent a Member, the Manager, or such other person specifically agrees otherwise in a writing separate from this LLC Agreement, no liability of the Company will be payable in whole or in part by any Member, the Manager, or by any member, manager, partner, shareholder, director, officer, agent or advisor of any Member, the Manager, or any affiliate of a Member or the Manager.

ARTICLE XIII: EVENTS OF DEFAULT

13.1 **Events of Default.** Each of the following shall be deemed an *Event of Default*:

(a) Material violation or breach of any of the provisions of this LLC Agreement by a Member and failure to remedy or cure the violation or breach within five (5) Business Days after receipt of written notice of the violation or breach after delivery from the Manager; or

(b) A Member becoming Bankrupt; or

(c) A Member's legal status (whether by conviction, on an OFAC list, by indictment, or otherwise) has or may have an adverse effect on the Company, as determined by the Manager in its sole discretion.

13.2 **Remedies Upon Event of Default.** Upon the occurrence of an Event of Default, the Manager shall have the right, in its sole discretion, to cause the Company to redeem the defaulting party's Membership Interests for the net amount the Members would receive if the Company's assets were sold for fair market value (as determined in good faith by the Manager, in its sole discretion) and the proceeds distributed pursuant to Section 12.2.

ARTICLE XIV: RESERVED

ARTICLE XV: GENERAL PROVISIONS

15.1 **Offset.** Whenever the Company is to pay any sum to any Member, any amounts that Member owes the Company may be deducted from that sum before payment.

15.2 **Notices.** Except as expressly set forth to the contrary in this LLC Agreement, all notices, requests, or consents provided for or permitted to be given under this LLC Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by electronic (email) with the email address provided at subscription by the Member (provided that only attachments to the email will be deemed to constitute a notice hereunder); or facsimile transmission; and a notice, request, or consent given under this LLC Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the addresses given for that Member as provided in the Subscription Instructions and Agreement of the Private Placement Memorandum or in the instrument described in Section 3.3(c), or such other address as that Member may specify by notice to the other Members. Any notice, request, or consent to the Company or the Manager must be given to the Manager at the address of the principal office of the Company. Whenever any notice is required to be given by law, the Articles or this LLC Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

15.3 **Entire Agreement.** This LLC Agreement constitutes the entire agreement of the Members and their Affiliates relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written. However, nothing herein shall preclude some or all of the Members from entering into one or more separate agreements concerning voting, ownership, and Disposition of Membership Interests or shall preclude the Company from becoming a party to any such agreement.

15.4 **Effect of Waiver or Consent.** A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of his/her or its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the

Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of his/her or its rights with respect to that default until the applicable statute-of-limitations period has run.

15.5 **Amendment or Modification.** This LLC Agreement may be amended or modified from time to time only by a written instrument adopted by the Manager and executed and agreed to by a Required Interest, except for any provision for which the approval of a different specified portion of the Voting Ratios of all Members entitled to vote is expressly required by this LLC Agreement; provided, however, that (a) an amendment or modification decreasing a Member's Sharing Ratio and/or Voting Ratio other than in connection with the Sale of New Securities is effective only with that Member's consent, or (b) an amendment or modification the required Voting Ratio or other measure for any consent or measure theretofore required.

15.6 **Binding Effect.** This LLC Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors, and assigns.

15.7 **Governing Law; Severability; ARBITRATION**. THIS COMPANY AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS COMPANY AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. If any provision of this LLC Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this LLC Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law. Any disputes, claims, or issues arising out of or related to this LLC Agreement, the relationship between the Members or Manager shall be resolved by BINDING ARBITRATION applying the rules and procedures of the American Arbitration Association by a single Arbitrator. Each party shall bear their costs and fees of such Arbitration equally. If any provision of this LLC Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this LLC Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law. Venue for any dispute related to the Company, its assets, or this LLC Agreement shall be in Tysons, Virginia or such other venue as elected in the Manager's sole discretion.

15.8 **Further Assurances.** In connection with this LLC Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this LLC Agreement and those transactions.

15.9 **Waiver of Certain Rights.** Each Member irrevocably waives any right he/she or it may have to maintain any action for dissolution of the Company or for any partition of the property of the Company.

15.10 **Indemnification.** To the fullest extent permitted by law, each Member shall indemnify the Company, each Manager and each other Member and hold them harmless from and against all losses, costs, liabilities, damages, and expenses (including, without limitation, costs of suit and attorney's fees) they may incur on account of any breach by that Member of this LLC Agreement.

15.11 **Expenses**. The Company shall pay the costs and expenses incurred in connection with the organization of the Company.

15.12 **Conflicts.** Each Member acknowledges and agrees that the law firm of Varnum LLP ("***Varnum***") has represented and may continue to represent the Manager, and one or more members or managers or their affiliates. Notwithstanding the foregoing, Varnum has been requested to prepare this Operating Agreement. The Members understand and acknowledge that the interest of the Members in connection with and arising under this Agreement may conflict or be adverse to the financial and other interests of the others and that such potentially adverse interests of the Members, places Varnum in a conflict of interest in connection with the drafting of this Agreement. The Members have independently determined that the terms and conditions of this Agreement are fair and reasonable. The Members hereby waive any and all resulting conflicts of interest. The Members hereby acknowledge that they have been advised to retain independent counsel to review the terms and conditions of this Agreement and hereby consent to the continued representation by Varnum of any members or mangers or their affiliates in connection with this Agreement and any matters arising under this Agreement.

15.13 **Notice to Members of Provisions of this LLC Agreement.** By executing this LLC Agreement, each Member acknowledges that he/she or it has actual notice of (a) all of the provisions of this LLC Agreement, including, without limitation, the restrictions on the transfer of Membership Interests set forth in Article III and (b) all of the provisions of the Articles. Each Member hereby agrees that this LLC Agreement constitute adequate notice of all such provisions.

15.14 **Counterparts.** This LLC Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

15.15 **Creditors.** None of the provisions of this LLC Agreement shall be for the benefit of or enforceable by any creditors of the Company.

15.16 **Power of Attorney**.

(a) ***Grant of Power.*** Each Member hereby appoints the Manager to exercise this power of attorney and his/her authorized representatives (and any successor thereto by assignment, election, or otherwise and the authorized representatives thereof) with full power of substitution as his/her true and lawful agent and attorney-in-fact, with full power and authority in his/her name, place, and stead, to execute, swear to, acknowledge, deliver, file, and record in the appropriate public offices, as applicable or appropriate (i) all certificates and other instruments and all amendments or restatements thereof that such Manager deems reasonable and appropriate or necessary to qualify or register, or continue the qualification or registration of, the Company as a

limited liability company in all jurisdictions in which the Company may conduct business or own property; (ii) all instruments, including an amendment or restatement of this LLC Agreement, that such Manager deems appropriate or necessary to reflect any amendment, change, or modification of this LLC Agreement in accordance with its terms; (iii) all conveyances and other instruments or documents that such Manager deems appropriate or necessary to reflect the dissolution and liquidation of the Company pursuant to the terms of this LLC Agreement; (iv) all instruments relating to the admission or substitution of any Member; (v) all ballots, consents, approvals, waivers, certificates, and other instruments appropriate or necessary, in the sole discretion of such Manager, to make, evidence, give, confirm, or ratify any vote, consent, approval, agreement, or other action that is made or given by Members hereunder, is deemed to be made or given by Members hereunder, or is consistent with the terms of this LLC Agreement and appropriate or necessary, in the sole discretion of such Manager, to effectuate the terms or intent of this LLC Agreement.

(b) ***Irrevocability.*** The foregoing power of attorney is irrevocable and coupled with interest, and it shall survive, and not be affected by, the death, incompetency, incapacity, disability, dissolution, bankruptcy, or termination of any Member and the transfer of all or any portion of his/her or its Membership Interest and shall extent to such Member's heirs, successors, assigns, and personal representatives. Each Member agrees to be bound by any representations made by the Manager acting in good faith pursuant to the power of attorney; and each Member hereby waives any and all defenses that may be available to contest, negate, or disaffirm any action of the Manager taken in good faith under the power of attorney. Each Member shall execute and deliver to the Manager within 15 days after receipt of the Manager's request therefor, further designations, powers of attorney, and other instruments the Manager deems necessary to effectuate this LLC Agreement and the purposes of the Company.

15.17 ***Drag Along Rights***. If at any time and from time to time the Manager wishes to make a Voluntary Transfer of all of the Com transaction or series of related transactions (including by way of purchase agreement, tender offer, merger or other business combination transaction or otherwise) to any Person (other than an Affiliate of the Manager) (the "Proposed Transferee"), then the Manager shall have the right (the "Drag-Along Right") to require all the Members to sell (the "Drag-Along Sale") to the Proposed Transferee all of such other Member's Units (the "Drag-Along Units") in accordance with this Section. Each Member required to Transfer its Units pursuant to this Section shall be referred to herein as a "Drag-Along Co-Seller." In connection with any Drag-Along Sale, the following shall apply:

(i) Subject to Section 15.17(b), each Drag-Along Co-Seller will Transfer its Drag-Along Units on substantially the same terms (other than aggregate price) and conditions applicable to, and for the same type of consideration payable to, the Company at the price calculated in accordance with this Section; and

(ii) The aggregate purchase price payable for the Units purchased by a Proposed Transferee will be allocated among the Manager and the Drag-Along Co-Sellers in the same amounts and proportions the Members would receive distributions under a liquidity event.

(a) The Drag-Along Co-Sellers shall not be required to (i) make any representations and warranties, other than representations and warranties relating to such

Member's good standing, due authorization, due execution, enforceability, lack of conflicts, title to its Units and investment qualifications or (ii) enter into any non-solicitation or non- competition agreement, in connection with the Drag-Along Sale. To the extent that the parties are to provide any indemnification or otherwise assume any other post-closing liabilities, the Manager and each Drag-Along Co-Seller selling Units in a transaction under this Section shall do so severally and not jointly (and on a *pro rata* basis in accordance with the consideration received by each such Member in connection with the Drag-Along Sale), and each Member's respective potential liability thereunder shall not exceed the proceeds received by such Member, except with respect to claims related to fraud or willful breach by such Member. In connection with a Drag-Along Sale, the Drag-Along Co-Sellers will also (A) waive any dissenter's rights and other similar rights, (B) take all actions reasonably required, desirable or requested by the Manager to consummate such Drag-Along Sale and (C) comply with the terms of the documentation relating to the Drag-Along Sale.

(b) To exercise a Drag-Along Right, the Manager shall give each Member a written notice (a "Drag-Along Notice") containing a description of (i) the name and address of the Proposed Transferee and (ii) the proposed purchase price of the Units, terms of payment and other material terms and conditions of the Proposed Transferee's offer. Each Member shall thereafter be obligated to sell the Drag-Along Units on the terms set forth in the Drag-Along Notice, *provided* that the sale to the Proposed Transferee is consummated within one hundred eighty (180) days of delivery of the Drag-Along Notice. If the sale is not consummated within such one hundred eighty (180) day period, then each Member shall no longer be obligated to sell such Member's Units pursuant to that specific Drag-Along Right but shall remain subject to the provisions of this Section.

(c) The obligations of all the Members with respect to the transaction described in this Section, shall be contingent upon the consideration payable with respect to the Interests being sold.

15.18 ***Tag-Along Rights.*** If at any time and from time to time the Manager wishes to make a Voluntary Transfer of any of its Units in a bona fide arms' length transaction or series of related transactions (including by way of purchase agreement, tender offer, merger or other business combination transaction or otherwise) to any Proposed Transferee, and further the Manager does not exercise its Drag-Along Right described above, then the Manager shall give notice of such proposed Voluntary Transfer no later than thirty (30) days prior to the closing of such sale (the "Tag-Along Notice"). Each Tag-Along Notice shall include: (i) the number of Units to be sold in the proposed Voluntary Transfer; and (ii) the principal terms of the proposed Voluntary Transfer, including the consideration to be paid for such Units and, separately, such Units affiliated with the Manager. Each Member shall have the right (the "Tag-Along Right") to sell (the "Tag-Along Sale") to the Proposed Transferee the percentage of such other Member's Units equal to the percentage of the Units of the Manager proposed to be Transferred (with respect to each such Member and the Manager, its "Tag-Along Units") in accordance with this Section. Each Member electing to Transfer its Units pursuant to this Section shall be referred to herein as a "Tag-Along Co-Seller". In connection with any Tag-Along Sale, the following shall apply:

(i) Subject to Section 15.18(b), each Tag-Along Co-Seller will Transfer its Tag-Along Units on substantially the same terms (other than aggregate price) and conditions

applicable to, and for the same type of consideration payable to, the Manager at the price calculated in accordance with Section 15.18(a)(ii); and

(iii) For purposes of determining the purchase price of a Member's Tag-Along Units, the purchase price payable by the Proposed Transferee to the Manager for its Units shall be fairly apportioned between the Members' Units, on the one hand, and the Manager's Units, on the other hand, based upon the relative economic rights of all such Units under a liquidity event as laid out in Section 12.2(b).

(a) The Tag-Along Co-Sellers shall not be required to (i) make any representations and warranties, other than representations and warranties also made by the Manager, or (ii) enter into any non-solicitation or non-competition agreement, in connection with the Tag-Along Sale. To the extent that the parties are to provide any indemnification or otherwise assume any other post-closing liabilities, the Manager and each Tag-Along Co-Seller selling Units in a transaction under this Section 15.18 shall do so severally and not jointly (and on a pro rata basis in accordance with the consideration received by each such Member in connection with the Tag-Along Sale), and each Member's respective potential liability thereunder shall not exceed the proceeds received by such Member, except with respect to claims related to fraud or willful breach by such Member. In connection with a Tag-Along Sale, the Tag-Along Co-Sellers will also (A) waive any dissenter's rights and other similar rights, (B) take all actions reasonably required, desirable or requested by the Manager to consummate such Tag-Along Sale and (C) comply with the terms of the documentation relating to the Tag-Along Sale.

(b) To exercise a Tag-Along Right, the exercising Member shall give the Manager a written notice thereof on or before the date which is twenty (20) days after receipt of the Tag-Along Notice. Each electing Member shall thereafter be obligated to sell the Tag-Along Units on the terms set forth in the Tag-Along Notice, provided that the sale to the Proposed Transferee is consummated within one hundred eighty (180) days of delivery of the Tag-Along Notice. If the sale is not consummated within such one hundred eighty (180) day period, then each Member shall no longer be obligated to sell such Member's Units pursuant to that specific Tag-Along Right but shall remain subject to the provisions of this Section 15.18.

15.19 **Savings Clause.** If any provision of this LLC Agreement is determined to be illegal or unenforceable, such determination shall not affect the legality or enforceability of any other provision thereof.

{Signatures Follow On Next Page}

IN WITNESS WHEREOF, following adoption of this LLC Agreement by the Manager, the Members have executed this LLC Agreement as of the Effective Date.

MANAGER:
HYRO HOLDINGS MANAGER LLC, a Delaware limited liability company

By: _____
Name: Ravindra Gupta
Title: Manager

MEMBER SIGNATURE PAGE

The undersigned hereby agrees to be bound in all respects by, and hereby adopts and becomes a party to, this LLC Agreement of Hyro Holdings LLC, a Delaware limited company (the "Company") and agrees that execution and delivery of this Member Signature Page to the Company is a condition to issuance by the Company to the undersigned of Membership Interests in the Company. The undersigned hereby makes the representations and warranties to the Company and the other Members contained in Section 3.2 of the Agreement.

Individual Member:

_____
Signature

_____
Printed Name

Address:_____

Entity Member:

_____
Entity Name & Type

By: _____

Name: _____

Title: _____

Address: _____

IRA Member:

IRA: _____

FBO: _____

Signature: _____

Name: _____

Title: Custodian

Trust Member:

Trust: _____

Signature: _____

Name: _____

Title: Trustee

EXHIBIT A
MEMBERS INFORMATION

Member Name	Class Ownership	Sharing Ratio	Voting Ratio
Hyro Holdings Manager LLC aka the Sponsor Member	100% of Sponsor Units	50%	100%

OPTIONS TO VERIFY YOU'RE AN ACCREDITED INVESTOR

Please check below which option you will be using to verify that you are an accredited investor:

☐ **Option 1 – Signed Letter from a Licensed Professional**
You may have your accountant, lawyer, or other licensed professional send us a signed letter verifying that you or your entity is an accredited investor.
Email us if they need a sample letter for this purpose.

☐ **Option 2 – ParallelMarkets.com (a 3rd party verification service)**
ParallelMarkets.com is a third-party which can assist you in obtaining your signed verification letter. This service is **no cost to you**. This service usually takes 1-2 business days to complete once you submit the required documentation.
If you choose this option, we will send you a link to our portal with parallelmarkets.com and they will provide you with instructions on how to complete the verification. Once you have been verified, they will send us your verification letter directly.

☐ **Option 3 – I Already Have a Valid ParrellelMarkets.com Certification Letter**
If you already have a verification letter than you are an accredited investor from ParrellelMarkets.com or another third-party service, that has been completed within the last 90 days, then you can email us your verification document to avoid going through the verification process again.

☐ **Option 4 – A verification of accreditation status letter has already been submitted to ParrallelMarkets.com within the last 5 years.**

If you have any questions about this process email invest@vikingcapllc.com .