CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Mini West Self-Storage, LLC

A Colorado Limited Liability Company

PURSUANT TO RULE 506(b) AND 504 OF THE SECURITIES ACT OF 1933

Total Offering: $2,300,000*

Minimum Investment: One Class A Unit ($50,000)

**Subject to an overallotment amount of $700,000, for a total maximum offering of $3,000,000*

SUMMARY OF OFFERING

This Private Placement Memorandum ("Memorandum") relates to the sale ("Offering") of Class A Units in Mini West Self-Storage, a Colorado Limited liability company (the "Company").

The minimum amount to be raised in this Offering is $2,000,000 ("Minimum Offering Amount") and the total offering amount is $2,300,000 (the "Total Offering Amount"), with an overallotment amount option of up to $700,000 for a total maximum offering amount of $3,000,000 ("Maximum Offering Amount"). The Company shall return subscription funds, without interest or deduction, in the event the Minimum Offering Amount is not raised by March 15th, 2019 (the "Termination Date"), subject to extension by the Company in its sole discretion of three months. Provided the Minimum Offering Amount is raised by the Termination Date (as may be extended), the Offering shall remain open until the earlier of three months from the date the Company first accepts a subscription under this Offering (subject to extension by the Manager in its sole discretion for an additional three months) or such time as the Company has received and accepted subscriptions for Class A Units totaling the Maximum Offering Amount. Notwithstanding the foregoing, the Company may terminate this Offering at any time, in the sole and absolute discretion of the Manager.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Spartan Investment Group, LLC
9888 W. Belleview Ave #2082
Denver, CO 80123

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM
DATED FEBRUARY 23rd, 2019 (THE "MEMORANDUM DATE") Mini West Self-Storage, LLC

$2,300,000 in Class A Units

Minimum Investment for Units: $50,000

Minimum Offering Amount: $2,000,000
Total Offering Amount: $2,300,000
Maximum Offering Amount: $3,000,000

Mini West Self-Storage, LLC (the "Company" or "we") is a newly organized Colorado limited liability company formed to purchase an existing 81,060 square foot self-storage facility and car wash located at 1400 North 45th St, Corsicana, TX 75110 (the "Property"). The Company, which will be registered as a foreign entity in the state of Texas, intends to manage and rent self-storage units of located at the Property, with a contemplated refinance and ultimate sale of the Property in the future. The Company proposes to finance its operations through the sale of Class A limited liability company interests in the Company ("Units", as such may be further defined below). The Class A Units are entitled to an 8% preferred return. Investors who purchase the Units are referred to herein as "Members". The manager of the Company is Spartan Investment Group, LLC (the "Manager" or "SIG"), a Colorado limited liability company.

Upon consummation of the Sale Agreement (defined below), the Company intends to acquire an existing self-storage facility currently named Mini West Self-Storage and a car wash named Charlie's Laserwash in Corsicana, Texas, which is located about 55 miles southeast of Dallas. After conducting a feasibility study to determine the efficacy of the project, SIG, acting on behalf of the entity to be formed, entered into a purchase and sales contract in December 2018 for the purchase of the Property (the "Sale Agreement"). The Purchase price under the Sale Agreement is $6,000,000 and the closing date is anticipated as March 29, 2019. SIG will assign the purchase contract to the Company upon closing of this Offering. The Company intends to finance the purchase price of the Property through proceeds from this Offering plus debt (or other financing). Even if the Company raises the Maximum Offering Amount, consummation of the Sale Agreement is subject to the Company obtaining debt financing (or raising other funds) in order to purchase the Property, of which there can be no certainty. In the event the Company is unable to obtain financing to purchase the Property, the Company will return the subscription funds to the investors, without interest or deduction.

The Property consists of 2 lots, one of which contains Charlie's Laserwash and the other contains Mini West Self Storage. Both lots together comprise approximately 9.11 acres. Mini West Self Storage is 81,060 square feet of both climate controlled and non-climate controlled self-storage. Charlie's Laserwash is a five-bay car wash with 4 self service bays and one touchless automatic bay.

The lot that Mini West Self Storage is built on contains approximately 2 acres of undeveloped land. According to the feasibility study executed by SIG, the target market area has unmet demand for additional climate-controlled storage of ~38,000 square feet in a 15-minute drive time mile radius. The Company intends to add an additional 20,000 to 40,000 square feet of storage.

Since December of 2018, SIG has completed a feasibility study and conducted several meetings with both its own project team and officials from the City of Corsicana Officials relating to the expansion of the existing self-storage facility. The City of Corsicana and other government officials have final jurisdiction over the ultimate approval to issue

building permits, however have expressed support for the project.

To date the following studies have been ordered or completed;

1. Zoning Review
2. Feasibility Study
3. Survey Review and ordered new survey (in progress)
4. Phase I Inspection
5. Geotech Inspection (in progress)
6. General Inspection
7. Car Wash Inspection
8. Traffic Analysis
9. Fire Inspection
10. Title Work Review (in progress)

The Company estimates the current average monthly rental revenue to be between $0.40 to $1.30 per square foot resulting in an annual revenue of approximately $8.02 per square foot depending on market conditions. Based on current market conditions, the Company anticipates to earn a profit in year 1. Provided, however, there is no assurance that the Company will earn a profit in year 1 or any subsequent years.

The Company is offering (the "Offering") Units of the Company for a total offering amount of $2,300,000 (the "Total Offering Amount"), subject to an overallotment amount of $800,000 for a maximum offering amount of $3,000,000 (the "Maximum Offering Amount"). The Offering is contingent on the receipt of a minimum amount of subscriptions for the Units in the amount of $2,000,000 (the "Minimum Offering Amount") and will be capped at the Maximum Offering Amount. The Company may accept its first subscription under the Offering on any date following the Memorandum Date, chosen at the Company's sole and absolute discretion, and may continue the Offering for up to three (3) months following the first subscription from investors (the "Commencement Date") with the Manager having the right to extend the Offering for an additional three months or until such time that the Company has received and accepted subscriptions for Units totaling the Maximum Offering Amount, subject to the Company's right, in its sole and absolute discretion, to terminate the Offering earlier.

The offering price for the Units is $50,000 per Unit, with a minimum purchase of one Unit resulting in a minimum capital commitment of $50,000 per investor, subject to the right of the Manager to waive or reduce said minimum in its sole and absolute discretion. Investors will become "Members" of the Company upon the acceptance of their subscriptions by the Manager and execution of a joinder to the Operating Agreement of the Company (as provided for in the subscription agreement). Following the date of each Member's capital contribution, the Units will be earn an 8% preferred return.

An investment in the Units is speculative and involves significant risks. See the section entitled "Risk Factors" in this Memorandum for a complete discussion of the risks, including, without limitation, the following:

- the Units are unsecured and there is significant risk with respect to the Units, including loss of principal;
- the Company is newly formed and has limited capital;
- additional financing of the Company is necessary to purchase the Property and prior to any distributions being made to Members of the Company;
- the risks inherent in or associated with the Company's proposed operations to purchase the Property, rent units of such Property, manage such Property and then to sell or possibly refinance such Property; and
- the lack of any market for the Units and legal restrictions on the transfer of unregistered securities such as

the Units.

Proceeds of the Offering will be held in a depository account, specified in the Subscription Agreement, in a non-interest-bearing account at a third party bank (which is separate from the Company's operating account) or with a title agent that is independent from the Company until such time that the Manager accepts or rejects each subscription (the "Depository Account"). If a subscription is rejected, the applicable subscription funds will be returned promptly to the subscriber after the subscription is rejected, without interest or deduction. Until such time as the Minimum Offering Amount is met, funds shall be held in the Depository Account. At such time as the Minimum Offering Amount is met, the Company may conduct an initial closing for accepted subscriptions, and the funds related to such accepted subscriptions in the initial closing shall be transferred by the Manager to the Company's operating account and each subscriber whose funds are accepted in such initial closing shall be issued Units corresponding to their subscription. After an initial closing, the Company may conduct additional closings hereunder from time to time as it determines in its discretion.

The Company intends to use part of the gross proceeds from the sale of the Units to pay the actual costs incurred by the Company which are associated with the organization of the Offering and/or the closing of the subscriptions of the Offering (including, without limitation, legal fees, accounting fees, state securities filing fees, and marketing costs), as well as reimbursement of such costs incurred by the Manager on behalf of the Company. See "**Use of Proceeds.**"

The Units have not been approved or disapproved by the Securities and Exchange Commission ("SEC") or the securities regulatory authority of any state, nor has the SEC or any securities regulatory authority of any state passed upon the accuracy or adequacy of this Confidential Private Placement Memorandum (this "Memorandum") or any supplements hereto. Any representation to the contrary is a criminal offense. 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.

An investment in the Units is suitable only for persons of substantial means who have no need for liquidity in their investment. Prospective investors are not to construe the contents of this Memorandum as legal or tax advice. Each investor should consult his own independent counsel, accountant or business advisor as to legal, tax and related matters concerning the investment. Any investor who desires to purchase the Units must obtain and thoroughly read this Memorandum and any supplements. This Memorandum constitutes an offer only to the offeree who has received this Memorandum from the Company. Furthermore, this Memorandum does not constitute an offer or solicitation to anyone in any jurisdiction in which such an offer or solicitation is prohibited.

The Units 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 (the "Act"), and applicable state securities laws, pursuant to registration or exemption therefrom. Subscribers for the Units should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time. No public market currently exists or is ever intended to exist for the Units.

No person has been authorized to give any information or make any representations other than those contained in this Memorandum and, if given or made, such information or representations must not be relied upon as having been given by the Company.

The Act and the securities laws of certain jurisdictions grant purchasers of securities sold in violation of the registration or qualification provisions of such laws the right to rescind their purchase of such securities and to receive back the consideration paid. The Company believes that the Offering of the Units described in this Memorandum is not required to be registered or qualified. Many of these laws granting the right of rescission also provide that suits for such

violations must be brought within a specified time, usually one year from discovery of facts constituting such violation and three years from the violation. Should any investor institute such an action on the theory that the Offering conducted as described herein was required to be registered or qualified, the Company contends that the contents of this Memorandum constituted notice of the facts constituting such violation as of the Memorandum Date hereof.

THIS OFFERING OF SECURITIES IS BEING MADE PURSUANT TO THE PRIVATE PLACEMENT EXEMPTION AVAILABLE IN RULES 506(B) AND 504 OF REGULATION D PROMULGATED UNDER SECTION 4(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED, AND PURSUANT TO THE NATIONAL SECURITIES MARKET IMPROVEMENT ACT OF 1996.

THE OFFER AND SALE OF THE UNITS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). NO UNITS MAY BE RESOLD, ASSIGNED OR OTHERWISE TRANSFERRED UNLESS A REGISTRATION STATEMENT UNDER THE ACT IS IN EFFECT, OR THE COMPANY HAS RECEIVED EVIDENCE SATISFACTORY TO IT THAT SUCH TRANSFER DOES NOT INVOLVE A TRANSACTION REQUIRING REGISTRATION UNDER THE ACT AND IS IN COMPLIANCE WITH THE ACT.

THE UNITS HAVE NOT BEEN QUALIFIED UNDER CERTAIN STATE SECURITIES LAWS IN RELIANCE UPON THE APPLICABLE EXEMPTIONS FROM REGISTRATION FOR PRIVATE OFFERS AND SALES OF SECURITIES. NO UNITS MAY BE SOLD, ASSIGNED OR OTHERWISE TRANSFERRED UNLESS THE COMPANY HAS RECEIVED EVIDENCE SATISFACTORY TO IT THAT SUCH TRANSFER DOES NOT INVOLVE A TRANSACTION REQUIRING QUALIFICATION UNDER SAID STATE SECURITIES LAWS AND IS IN COMPLIANCE WITH SUCH LAWS.

THIS IS A SUMMARY ONLY AND DOES NOT PURPORT TO BE COMPLETE. ACCORDINGLY, REFERENCE SHOULD BE MADE TO THE OPERATING AGREEMENT, ARTICLES OF ORGANIZATION AND OTHER DOCUMENTS REFERRED TO HEREIN, COPIES OF WHICH ARE ATTACHED HERETO OR WILL BE SUPPLIED UPON REQUEST, FOR THE EXACT TERMS OF SUCH AGREEMENTS AND DOCUMENTS.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION WOULD BE UNLAWFUL. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION (OTHER THAN THAT CONTAINED IN ADDITIONAL WRITTEN DOCUMENTATION REFERRED TO HEREIN), OR TO MAKE ANY ORAL OR WRITTEN REPRESENTATIONS CONCERNING THE COMPANY OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM, OR OF ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY OR ANY OF ITS EMPLOYEES, AGENTS OR AFFILIATES, AS INVESTMENT, LEGAL OR TAX ADVICE. EACH INVESTOR SHOULD CONSULT HIS OWN COUNSEL, ACCOUNTANT AND OTHER PROFESSIONAL ADVISORS AS TO LEGAL, TAX AND OTHER RELATED MATTERS CONCERNING HIS INVESTMENT.

CERTAIN NOTICES UNDER STATE SECURITIES LAWS

FOR RESIDENTS OF ALL STATES: THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE ACT, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES 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.

THE SECURITIES REFERRED TO IN THIS MEMORANDUM WILL BE SOLD TO, AND ACQUIRED BY, THE

INVESTOR IN A TRANSACTION EXEMPT UNDER SECTION 517.061 OF THE FLORIDA SECURITIES ACT. THE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF FLORIDA. ADDITIONALLY, ALL FLORIDA RESIDENTS SHALL HAVE THE PRIVILEGE OF VOIDING THE PURCHASE WITHIN THREE (3) DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE OR WITHIN THREE (3) DAYS AFTER THE DATE THE PURCHASER RECEIVES THIS COMMUNICATION, WHICH EVER IS LATER.

TABLE OF CONTENTS

I. WHO MAY INVEST

The offer and sale of the Units is being made in reliance on an exemption from the registration requirements of the Act and applicable state securities laws. ***Accordingly, distribution of this Memorandum and any supplements has been strictly limited to persons who are "Accredited Investors" as defined in the Act, a limited number of non-Accredited Investors who pass the suitability requirements established by the Manager, and only with the express written consent of the Manager.*** The Company reserves the right, in its sole discretion, to declare any prospective investor ineligible to purchase Units based on any information that may become known or available to the Company concerning the suitability of such prospective investor, for any other reason, or for no reason.

An investment in the Units involves a high degree of risk and may only be purchased by persons of substantial financial means who have no need for liquidity in this investment. This investment will be sold only to prospective investors who purchase a minimum of one (1) Unit at $50,000, subject to the right of the Manager to waive or reduce said minimum in its sole and absolute discretion.

The Units may not be suitable investments for a qualified plan, an IRA or other tax-exempt entity. This Memorandum discusses certain risks that may be associated with an investment in the Units by a "Qualified Plan" (as such term is defined in the Company Operating Agreement), which includes, without limitation, an IRA, and certain other tax-exempt entities. Each investor must consult its own advisers before making an investment and must be willing to bear the risks of investment.

Each prospective investor must meet, among others, ALL of the following Investor Suitability Requirements, as applicable:

- The investor is a bona fide resident or domiciliary of the address set forth in the Subscription Agreement.

- As applicable, the investor is an "Accredited Investor" as defined under Rule 501 of Regulation D promulgated under the Act. An investor who meets one of the following tests should qualify as an "Accredited Investor":

    1) a bank, insurance company, registered investment company, business development company, or small business investment company;
    2) 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;
    3) a charitable organization, corporation, or partnership with assets exceeding $5,000,000;
    4) a director, executive officer, or general partner of the company selling the securities;
    5) a business in which all the equity owners are accredited investors;
    6) a natural person who has individual net worth, or joint net worth with the person's spouse, that exceeds $1,000,000 at the time of the purchase, excluding the value of the primary residence of such person;
    7) 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
    8) a trust with assets in excess of $5,000,000, not formed to acquire the securities offered, whose purchases a sophisticated person makes.

For purposes of calculating an investor's net worth above, "net worth" is generally defined as the difference between total assets and total liabilities. For purposes hereof, the value of the Investor's primary residence must be

excluded from net worth. Indebtedness that is secured by the Investor's primary residence, up to the estimated fair market value of the primary residence, shall not be included as a liability (except that if the amount of such indebtedness outstanding exceeds the amount outstanding 60 days prior to the Offering, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability). Indebtedness secured by the primary residence in excess of the value of the home is considered a liability and must be deducted from the Investor's net worth. In the case of fiduciary accounts, the net worth and/or income suitability requirements may be satisfied by the beneficiary of the account or by the fiduciary, if the fiduciary directly or indirectly provides funds for the purchase.

Or

- As applicable, the investor is NOT an "Accredited Investor" as defined under Rule 501 of Regulation D, but meets the suitability requirements established by the Manager.

- The Investor has read, understands and is fully familiar with and agrees to be bound by the terms and conditions of the Subscription Agreement, this Memorandum, and the Company Operating Agreement. The Investor is basing his or her decision to invest only on the Memorandum and exhibits to the Memorandum. The investor has relied on the information contained in said materials and has not relied upon any representations made by any other person; and

- The Investor has such knowledge and experience in financial and business matters, either alone or with his or her advisor(s) (the "Purchaser Representative(s)") in considering, analyzing and evaluating an investment in the Company and he or she is capable of evaluating the merits and risks of this prospective investment in the Company; and

- The Investor understands that an investment in the Units involves substantial risks and is fully cognizant of, and understands, all of the risk factors relating to a purchase of the Units, including, without limitation, those risks set forth below in the section entitled "Risk Factors" in this Memorandum, and that the Investor's investment in the Units may be lost due to the enumerated risks and other risks not described in this Memorandum; and

- The Investor's overall commitment to investments that are not readily marketable is not disproportionate to his or her individual net worth, and his or her investment in the Units will not cause such overall commitment to become excessive; and

- The Investor has adequate means of providing for his or her financial requirements, both current and anticipated, and has no need for liquidity in these investments; and

- The Investor recognizes the speculative nature of these investments, and can bear, and is willing to accept, the economic risk of losing his or her entire investment in the Units and the Investor has either received professional guidance with respect to his or her investment in the Company or is experienced in investment and business matters; and

- The Investor is acquiring the Units for his or her own account and for investment purposes only and has no present intention, agreement or arrangement for the distribution, transfer, assignment, fractionalization, resale or subdivision of the Units; the investor has no contract, undertaking, agreement or arrangement with any person to sell, transfer or pledge to such person or anyone else, all or any part of the Units acquired by the Investor; and the investor has no plans or intentions to enter into any such contract, undertaking or arrangement; and

- The Investor has had an opportunity to ask questions of and receive answers from the Manager concerning the terms and conditions of this investment, and all such questions have been answered to the full satisfaction of the Investor; and

- The Investor recognizes that the Company is newly formed and has no history of operations or earnings. There is no assurance that the Company will ever be profitable and that failure or loss of the Investor's entire investment is neither impossible nor unlikely; and

- The Investor expressly represents that: (a) the Investor's financial condition is such that the Investor has no need for liquidity with respect to this investment in the Company to satisfy any existing or contemplated undertaking or indebtedness; (b) the Investor is able to bear the economic risk of this investment in the Company for an indefinite period of time, including the risk of losing all of the Investor's investment, and the loss of the Investor' entire investment would not materially adversely affect the standard of living of the Investor and the Investor's family; (c) the Investor has either secured independent tax advice with respect to the Investor's investment in the Company, upon which the Investor is solely relying, or the Investor is sufficiently familiar with the income taxation of limited liability company transactions that the investor has deemed such independent advice unnecessary; (d) the Investor is not seeking a current cash return with respect to the Investor's investment in the Company and has no need for a current return on the Investor's investment in the Company and (e) after reasonable inquiry, considering the Investor's investment objectives, financial situation and needs, the Investor believes that an investment in the Company is a suitable investment for the investor; and

- The Investor acknowledges that all documents pertaining to the transaction described in or attached to this Memorandum, the Company Operating Agreement, the Subscription Agreement, or requested by the investor have been made available to the investor and/or the Purchaser Representative(s), and that the Investor and/or the Purchaser Representative(s) have been allowed an opportunity to ask questions and receive answers thereto and to verify and clarify any information contained in this Memorandum, the Company Operating Agreement, the Subscription Agreement, or other said documents. The Investor acknowledges that the investor has been advised not to Investor in the Company before the Investor has reviewed all documents pertaining to the transaction and all questions have been answered to the Investor's satisfaction; and

- The Investor has relied solely upon this Memorandum, the Company Operating Agreement, the Subscription Agreement, attachments to this Memorandum, advice of his or her Purchaser Representative(s), if any, and independent investigations made by the Investor and/or his or her Purchaser Representative(s) in making the decision to invest in the Company. The Investor has not relied on any written or oral statement concerning an investment in the Company except as is consistent with the terms and conditions of this Memorandum, the Company Operating Agreement, the Subscription Agreement, and other documents attached thereto, and in the event of such inconsistency, if any, the investor acknowledges and agrees that the terms and conditions of the Memorandum, the Company Operating Agreement, the Subscription Agreement, and their respective annexes and attachments shall be controlling and binding on the Investor; and

- The Investor understands that no governmental authority has made any finding or determination relating to the fairness of an investment in the Units of the Company and that no governmental authority has recommended or endorsed or will recommend or endorse the Units; and

- The Investor recognizes that there will be no market for the Units and that he or she cannot expect to be able readily to liquidate this investment. The Investor also understands that as a result of the illiquid nature by the investor in the Company he or she must bear the economic risk of the investment in the Company for an indefinite

period of time; and

- The Investor recognizes that the Company has no operating history and as such may not have sufficient working capital to begin or continue the operation of its business or distribute any future or accumulated earnings to the Investor; and

- The Investor understands that the revenues of the Company will be generated through its investment in the Property and its strategy of generating revenue through holding and renting such Property or immediately selling such Property. The ability of the Company to generate the desired revenues is highly dependent upon market conditions and other risks. An Investor should consider an investment in the Company as risk capital. There is no assurance of satisfactory earnings or distributions or that failure is impossible or unlikely; and

- The Investor understands that subscriptions for the Units are being offered pursuant to private offering exemptions from registration under the Act and Regulations thereunder. If the Offering were deemed not to be a private placement, subscribers might have the right to rescind their purchase of the Units. In the event of rescission, the Company might face severe financial demands which could adversely affect the Company as a whole, and thus, the non-rescinding subscribers; and

- The Investor understands that the Units are being offered pursuant to an exemption from state and Federal registration and cannot be resold by him or her without registration under the Act and applicable State law or an exemption therefrom in addition to compliance with the Company Operating Agreement. The investor understands that a legend will be placed upon any certificate or instrument that evidences the securities stating that the securities have not been registered under the Act or the securities laws of any state and referring to the restrictions on their transferability and resale, including those set forth in the Company Operating Agreement and the Subscription Agreement; and

- The Investor, if a "qualified plan" as that term is defined in the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and the Internal Revenue Code of 1986, as amended ("Code"), understands and agrees to allow the Company, in the event that the Company, in its sole discretion, determines that the continuation of the Investor as a member of the Company, or the conduct of the Company will result, or there is a material likelihood the same will result, in a violation of any of the provisions of ERISA or the Code to: (1) reduce the number of Units that the Investor may acquire pursuant to the Subscription Agreement; and (2) redeem, at any time and from time to time, all or any portion of the Units held or otherwise subscribed to by the investor. Additionally, to maintain the required 25% threshold proportion of Qualified Plans within the Offering, to the degree that in each applicable closing the tendered subscriptions from Qualified Plans exceed said 25% threshold limit, the Company may require that the portion of the subscription payment from all such Qualified Plan subscribers (including, without limitation, the Investor) which exceeds said threshold must be liquidated by each such Investor, on a pro rata basis, from each of the respective Qualified Plans into cash and invested as cash in the Offering in the Investor's name set forth in an applicable subscription agreement. In order to minimize the need for liquidation, the Company shall be authorized to hold subscriptions from Investor who are Qualified Plans for an additional 30 days so that such held Investor can be accommodated in a later closing. The Company shall provide prompt written notice to any Qualified Plan subscriber who will be required to so liquidate in order to subscribe.

  If the Company receives more than 25% of its capital from Qualified Plans, then it may elect to be a Real Estate Operating Company (REOC) in order to qualify for an exemption from the Plan Asset Rule. To be a REOC, the Company must also have more than 50% of its Assets in deeded real estate, as opposed to notes secured by real

estate. If the Company does not qualify to be a REOC then it must comply with the Plan Asset Rule.

- The Investor acknowledges that the Investor is aware of, understands, and has fully considered the following matters before deciding to invest in the Company:

    a. While the Company seeks to realize revenues and income, there is no guarantee that the Company will in fact realize any amount of revenues or income;

    b. There are significant restrictions on the transferability of any Units being offered hereunder;

    c. The Company may offer or sell additional Units of the Company, whether as one or more classes or series of Units in the Company, on such specific terms and conditions as shall be determined in the sole and absolute discretion of the Manager.

- Information that the Investor has provided concerning the Investor, the Investor's financial position and each of the Investor's Purchaser Representative(s) is correct and complete as of the date set forth below, and if there should be any material change in such information prior to the acceptance of the Investor's investment in the Company, the Investor will immediately provide such information to the Manager;

- The Investor acknowledges that the Company may decline to accept the Subscription Agreement for any reason, in its sole discretion, thereby denying the investor as a purchaser of the Units.

The investor suitability requirements described above represent minimum suitability requirements, as established by the Company for the Investor. Accordingly, the satisfaction of the above requirements by a prospective investor will not necessarily mean that the Units are a suitable investment for such Investor, or that the Company will accept the prospective investor as a subscriber. Furthermore, the Company may modify such requirements at its discretion, and any such modification may raise the suitability requirements for investors.

The written representations made by prospective investors will be reviewed to determine the suitability of each prospective investor, and the Company will have the right to refuse a subscription for Units if, in its sole and absolute discretion, it believes that a prospective investor does not meet the applicable investor suitability requirements or the Units otherwise constitute an unsuitable investment for such investor.

Restrictions Imposed by the USA PATRIOT Act and Related Acts

In accordance with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended (the "USA PATRIOT Act"), our Units may not be offered, sold, transferred or delivered, directly or indirectly, to any "Unacceptable Investor," which means anyone who is:

- a "designated national," "specially designated national," "specially designated terrorist," "specially designated global terrorist," "foreign terrorist organization" or "blocked person" within the definitions set forth in the Foreign Assets Control Regulations of the U.S. Treasury Department;

- acting on behalf of, or an entity owned or controlled by, any government against whom the U.S. maintains economic sanctions or embargoes under the regulations of the U.S. Treasury Department;

- within the scope of Executive Order 13224 — Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001;

- subject to additional restrictions imposed by the following statutes or regulations and executive orders issued thereunder: the Trading with the Enemy Act, the Iraq Sanctions Act, the National Emergencies Act, the Antiterrorism and Effective Death Penalty Act of 1996, the International Emergency Economic Powers Act, the United Nations Participation Act, the International Security and Development Cooperation Act, the Nuclear Proliferation Prevention Act of 1994, the Foreign Narcotics Kingpin Designation Act, the Iran and Libya Sanctions Act of 1996, the Cuban Democracy Act, the Cuban Liberty and Democratic Solidarity Act and the Foreign Operations, Export Financing and Related Programs Appropriation Act or any other law of similar import as to any non-U.S. country, as each such act or law has been or may be amended, adjusted, modified, or interpreted from time to time; or

- designated or blocked, associated or involved in terrorism, or subject to restrictions under laws, regulations, or executive orders as may apply in the future similar to those set forth above.

II. HOW TO SUBSCRIBE

If you are interested in subscribing for the Units, you must carefully read this Memorandum. Then you must (i) complete, execute and deliver the Subscription Agreement (which includes a joinder to the Operating Agreement), which will be provided via electronic signature and (ii) wire the subscription funds to the Depository Account (wire instructions to be provided by the Company) or pay by check to the Company the subscription funds. By executing the Subscription Agreement, you will attest that you:

- have received and read this Memorandum;
- meet the investor suitability standards;
- agree to be bound by the terms of the Operating Agreement of Mini West Self-Storage, LLC (the "Operating Agreement") which is attached to this Memorandum as Exhibit A;
- have received and reviewed due diligence documents;
- are purchasing the Units for your own account and accept and agree to the terms of the Units;
- acknowledge that there is no public market for the Units;
- if an entity, represent that the investor's purchase of the Units has been duly authorized;
- if an employee benefit plan, foreign plan, IRA, Keogh plan or other employee benefit account or arrangement, acknowledge and agree that the Company and the Manager will not have any direct fiduciary duty to or relationship with you and that the assets of the Company will not be considered "plan assets" and will not be subject to any fiduciary or investment restrictions under any pension code applicable to you;
- are in compliance with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended (the "USA PATRIOT" Act), and are not on any governmental authority watch list.

The Company includes these representations in the Subscription Agreement in order to prevent persons who do not meet its suitability standards or other investment qualifications from subscribing to the Units.

Subscriptions will be effective only when accepted by the Company, and the Company reserves the right to reject any subscription in whole or in part, in its sole discretion. Proceeds of the Offering will be held in the Depository Account until such time that each applicable subscription is either accepted or rejected by the Manager. If a subscription is not accepted, those funds will be returned promptly to the prospective subscriber, without interest or deduction.

After such time as the Minimum Offering Amount is met, the Manager may determine in its sole and absolute discretion, to schedule an initial closing and complete the sale of all the Units made through such closing date. At such time, funds in the Depository Account will be transferred into the Company's operating account and may be used by the Company for working capital needs, the payment of fees and expenses or other business purposes. Thereafter, we will accept subscriptions and make closings at various times as such subscriptions are received and in each such case, the funds will be so transferred from the Depository Account to the Company upon the applicable closing.

III. SUMMARY OF THE OFFERING

The following summary is intended to provide selected and limited information regarding the Company and the Offering and should be read together with, and is qualified in its entirety by, the detailed information appearing elsewhere in this Memorandum. *Because it is a summary, it does not contain all of the information you should consider before making an investment decision. You should read the entire prospectus carefully, including the section entitled "Risk Factors."* ***Each Prospective Investor is required to read the entire Memorandum and each of the Exhibits before investing in the Company.*** *Unless the context otherwise requires, the terms "we," "us," "our," "our Company," and similar expressions refer to Mini West Self-Storage, LLC, a Colorado limited liability company.*

Overview: Mini West Self-Storage, LLC ("Company") intends to raise capital through sales of Class A Units and use such capital for the acquisition and development of property located in Corsicana, Texas (the "Property").

Company History & Structure: The Company was formed on February 22, 2019 as a Colorado limited liability company. The Company is governed by the terms of the Company's operating agreement dated February 22, 2019 ("Operating Agreement"). The Operating Agreement provides that the Company is owned by Members with each Member's ownership interests represented by a number of Units, designated as either Class A Units and/or Class B Units. "Units" as used herein means Class A Units.

Company Manager: The Operating Agreement provides that the Company shall be managed by a sole manager and that the Members shall not have any rights to control or manage the Company. The sole manager of the Company is Spartan Investment Group, LLC, which is a Colorado limited liability company.

Company Contact: The principal office of the Company and Manager is located at 9888 W. Belleview Ave #2082, Denver, CO 80123, and their telephone number is (866) 375-4438. Scott Lewis, Ben Lapidus, and Ryan Gibson are the investor relations contacts for the Company.

Offering Overview: This offering consists of up to 46 Class A Units ("Units") for up to $2,300,000 in proceeds (with an overallotment option of up to $3,000,000) ("Proceeds") from the issuance of the Units ("Offering"). In exchange for its subscription payment, each investor will receive Units made up of Class A Units. The Proceeds will be used to acquire and manage the Property and for general working capital.

Offering Term: The Company may accept its first subscription under the Offering on any date following Memorandum Date (the acceptance of the first subscription being the Commencement Date), and may continue the Offering for up to three (3) months following the Commencement Date with the Manager having the right to extend the Offering for an additional three months, or until such time that the Company has received and accepted subscriptions for Units totaling the Maximum Offering Amount, subject to the Company's right, in its sole and absolute discretion, to earlier terminate the Offering. Investors will be required to deliver 100% of their investment with their subscriptions. In the event the Company

does not receive the Minimum Offering Amount by March 15th 2019 (the "Termination Date"), subject to the right of the Manager to extend the offering for a three-month period, this Offering shall immediately terminate.

Investor Suitability Standards:

This Offering is for a select group of Accredited Investors, as that term is defined under Rule 215 and 501 of the Securities Act of 1933 (the "Act") who are US Persons, as defined in Regulation S of the Act, and for a limited number of unaccredited investors. Each investor must meet the Manager's suitability requirements and the Manager reserves the right to approve or reject any investor's subscription for the Units. A potential investor in this Offering will only become a Member of the Company upon acceptance of the investor's subscription.

In the sole discretion of the Company Manager, the Company may accept subscriptions for Units from prospective investors who are "benefit plans" (as defined by the Employee Retirement Income Security Act of 1974, as amended, "ERISA") or IRAs (collectively, "Qualified Plans"); provided, however, that at all times Qualified Plans cannot own, in the aggregate, 25% or more of the total number of the Units then outstanding ("Plan Asset Rule"). Accordingly, to maintain said proportion of Qualified Plans within the Offering, to the degree that in each applicable closing the tendered subscriptions from Qualified Plans exceed said 25% threshold limit, that portion of the Subscription from all such Qualified Plan subscribers which exceeds said threshold must be liquidated by each subscriber, on a pro rata basis, from each of the respective Qualified Plans into cash and invested as cash in the Offering in the subscriber's name set forth in the applicable subscription agreement. In order to minimize the need for liquidation, the Company shall be authorized to hold subscriptions from prospective investors who are Qualified Plans for an additional 30 days so that such held subscriptions can be accommodated in a later closing.

If the Company receives more than 25% of its capital from Qualified Plans, then it may elect to be a Real Estate Operating Company (REOC) in order to qualify for an exemption from the Plan Asset Rule.

Units Offered:

The Company is offering up to 46 Units. The price of the Units is $50,000 per Unit, with a minimum capital commitment of $50,000 (1 Unit) per investor, subject to the right of the Manager to waive or reduce said minimum in its sole and absolute discretion.

Aggregate Proceeds:

If the Offering is fully subscribed, 46 Units shall be sold for $50,000 each for a total of $2,300,000 (with an overallotment option for a total of $3,000,000 constituting 60 Units) in aggregate proceeds to the Company.

Use of Proceeds:

The Company shall use the Proceeds from this Offering to acquire and manage the Property and for general working capital as further described herein and in the Operating Agreement. The Company may use such proceeds to pay legal fees, state securities filing fees, marketing costs and further including, without

limitation, reimbursement of such costs incurred by the Manager on behalf of the Company. **See "Exhibit B to this Memorandum - Management Compensation and Fees."**

Deposit of Proceeds: All subscription funds received by the Company will be held in a non-interest bearing depositary account, separate from the Company's operating accounts, until such time that the Manager accepts any such subscription; provided, however, the Company may not accept any subscriptions until such time as the Minimum Offering Amount has been received by the Company. If a subscription is rejected, the applicable subscription funds will be returned promptly to the subscriber after the subscription is rejected, without interest or deduction. Following acceptance of any subscription, upon the applicable closing for each such subscription, the applicable subscription funds for all subscriptions so closed will be transferred by the Manager to the Company for use and each subscriber will be issued the Units corresponding to his, her or its accepted subscription.

Plan of Distribution: Subject to the Minimum Offering Amount, offers and sales of Units will be made on a "best efforts" basis (with the continency of the Minimum Offering Amount) exclusively by the Company. See **"Plan of Distribution."**

Capitalization: The Company's Operating Agreement provides for two classes of units, Class A Units and Class B Units. Class B Units are held by Spartan Investment Group, LLC and Class A Units are issued to investors in the Offering. The following pro-forma capitalization table of the Company shows the outstanding units at the close of this Offering:

Class of Units	Minimum Offering Amount Sold	Total Offering Amount Sold	Maximum Offering Amount Sold
Class A	40	46	60
Class B*	52	46	32
Total Units	92	92	92

*The number of Class B Units at the final closing will be determined based on the following formula: (i) 92 minus (ii) the sum of the following: (Total Amount Raised in the Offering/$50,000) * 1.087% * 92

Additional Capital Calls: The Manager, in its discretion, has the right to seek additional capital from the Manager in an amount not to exceed 25% of the Member's Initial Capital Contributions. In lieu of seeking additional capital from a member, the Manager may convert five Class B Units into five Class A Units and sell those Class A Units for no less than $50,000 per unit in order to raise additional funds for the Company.

Capital Accounts: An individual capital account is maintained for each Member consisting of that Member's capital contribution: (1) increased by that Member's share of profits, (2) decreased by that Member's share of losses, and (3) adjusted as required in accordance with applicable provisions of the Operating Agreement or by law. The purchase price paid for Units in this Offering shall be considered a Member's initial capital contribution. Any additional capital contributions shall be included in calculating the total capital contributions by a Member.

Capital Withdrawal: No Member of the Company may withdraw any of its capital account or capital contribution.

Operating Distributions: Distributions of Net Distributable Cash (being cash available less all expenses and reserves as determined by the Manager in its sole discretion) from operations, if available, shall be made in the following order of priority:

1) first, to the Members holding Class A Units in proportion to their respective Preferred Return Balances until each such Member's Preferred Return Balance is reduced to zero;
2) and then, to the Members in proportion to their respective Percentage Interest.

Distributions of Net Distributable Cash from operations will be made at such times as determined by the Manager, in its discretion.

Refinancing and Liquidation Distributions Distributions of Net Distributable Cash from Refinancing or liquidation shall be made after the closing of any such Refinancing (or in connection with liquidation) and shall be made in the following order of priority:

1) First, to the Members holding Class A Units, in proportion to their Total Cash Capital Contribution Balance, until each such Member's Total Cash Capital Contribution Balance is reduced to zero.
2) Second, to the Members holding Class B Units, in proportion to their Total Cash Capital Contribution Balance, until each such Member's Total Cash Capital Contribution Balance is reduced to zero.
3) Third, to the Members holding Class A Units, in proportion to their respective Preferred Return Balances, until each such Member's Preferred Return Balance is reduced to zero.
4) Fourth, to the Members holding Class B Units, in proportion to their Total Non-Cash Capital Contribution Balance, until each such Member's Total Non-Cash Capital Contribution Balance is reduced to zero.
5) Fifth, to the Members in proportion to their respective Percentage Interest.

Tax Distributions: In addition to the above distributions, if funds are available, the Manager may make a distribution to the Members in amounts intended to cover their tax

obligations for any taxable gains not previously distributed during a calendar year in cash as further described in the Operating Agreement.

No assurance can be given, and none is, that sufficient Net Distributable Cash of the Company will be generated such that the Members will actually receive a distribution of any amount during the term of the Company.

Allocation of Profits & Losses: The profits and losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated as provided in the Operating Agreement of the Company, generally in accordance with positive capital account balances.

Reserves: The Company, in the Company Manager's sole and absolute discretion, may establish reserves to fund operating and other expenses of the Company, without limitation, for the reimbursement of any expenses due to the Company Manager.

Voting; Amendments to Operating Agreement: In general, the Company Operating Agreement may be amended only with the consent of the Manager and Members holding at least 75% of the outstanding units; provided, however, that any non-material changes, including, without limitation, any formatting, numbering, or other typographical changes, may be made by the Company without said consent.

No Registration Rights; Restriction on Transfer: The Units are being offered under an exemption from registration pursuant to Section 4(a)(2) of the Securities Act of 1933 and Regulation D, Rule 506 and Rule 504 promulgated by the U.S. Securities and Exchange Commission ("SEC"). The Company does not intend to register the Units in this Offering and these Units do not provide any registration rights. The Units may only be sold or transferred upon such security being registered with the SEC or under an exemption provided under the Act and relevant state law. The Operating Agreement also provides certain restrictions on transfer including the Company's and other Members' right of first refusal on any sale of a Unit, and the Manager, in its sole discretion, may require, and approve or reject, an opinion of counsel from a potential transferring Member stating the transfer is exempt from registration.

Determination of the Offering Price: The price of a Unit was determined by the Company and is not based on the Company's assets, book value, results of operations, projected earnings or any generally accepted method of valuation. No public trading market exists for the Units and none is expected to develop after this Offering. The Company does not represent that the Units have or will have a market value equal to their purchase price or could be resold (if at all) at their original purchase price.

Future Capital Needs: The Company will need to raise additional rounds of capital through debt or equity financing in subsequent or concurrent offerings in order to purchase the Property. In addition, the Company may need to raise additional rounds of financing for additional working capital or otherwise. Future offerings may result in the issuance of additional Units or other securities or rights that could

dilute the total ownership percentage of each Unit. The Company and Manager in their sole discretion may seek such additional financing. The Manager is not required to, but may invest or provide funding for future cash needs.

Management Compensation: The Manager will receive additional compensation, fees and other forms of remuneration in addition to reimbursement of its expenses, from the Company. See "**Exhibit B - Management Compensation and Fees**" attached to this Memorandum. The Manager is also Unit Holder in the Company and as such will be entitled to receive distributions as provided for in the Operating Agreement. The management fees reflect an oral agreement between the Manager and the Company for payment of such fees. The Manager does not intend to modify such fees.

Management Indemnification: Under the terms of the Operating Agreement or at law, the Company shall indemnify and defend the Manager, its employees, managers, agents, officers, or directors from any loss, expense, damage, or cost incurred by such person. See "**Operating Agreement**."

Outside Activities: The Manager will devote to the Company such time and effort as is reasonably necessary to diligently manage the Company's business and affairs. However, it is anticipated that the Manager will be employed in other activities as well. The Manager may also invest in the Company and may invest in or manage other investment opportunities and other businesses at the same time, all of which the Company will have no interest in and which will not be offered to the Company for investment.

Expenses: The Company will pay all of the costs and expenses associated with the operation and management of the Company including, without limitation: (i) legal, accounting, audit, custodial and other professional fees as well as consulting fees relating to services rendered to the Company; (ii) banking, registration, qualification, depositary, and similar fees; (iii) transfer, capital and other taxes, duties and costs incurred in acquisition, administration, and liquidation of the Company's assets; (iv) costs of financial statements and other reports; (v) property management company fees; and (vi) employee salaries. The Company shall additionally pay any costs associated with the organization of the Offering or the closing of the subscriptions of the Offering whether incurred by the Company or by the Manager on behalf of the Company. See "**Use of Proceeds**".

Federal Tax Matters: The Manager intends to operate the Company such that it will be classified as a partnership for federal income tax purposes. As a partnership for federal income tax purposes, a pass-through entity, the Company will not be subject to U.S. federal income tax but each Member will be required to include, in computing its U.S. federal income tax liability, its allocable share of the items of income, gain, loss and deduction of the Company, regardless of whether the Company makes any cash distributions to such Member.

The U.S. federal income taxation of partnerships and partners is extremely complex, involving, among other things, significant issues as to the character and timing of realization of gains and losses. Prospective investors are urged to consult their tax advisors with respect to such issues. See "**Federal Income Tax Matters**."

PROSPECTIVE INVESTORS ARE STRONGLY URGED TO CONSULT THEIR OWN TAX ADVISORS AND COUNSEL WITH RESPECT TO THE POSSIBLE TAX CONSEQUENCES TO THEM OF AN INVESTMENT IN THE COMPANY. THESE TAX CONSEQUENCES MAY BE DIFFERENT FOR DIFFERENT INVESTORS.

Risk Factors: An investment in the Units involves significant risks. See "**Risk Factors**."

IV. RISKS RELATED TO FORWARD-LOOKING STATEMENTS

Some of the statements in this Memorandum constitute forward-looking statements. These statements relate to future events or our future financial performance. In some cases you can identify forward-looking statements by terminology such as “may,” “should,” “expects,” “plans,” “anticipates,” “believes,” “intends,” “estimates,” “predicts,” “potential,” “continue.” “will be,” and similar words or phrases, or the negative thereof or other variations thereof or comparable terminology. All forward-looking statements are only predictions or projections and involve known and unknown risks, uncertainties and other factors that may cause the actual transactions, results, performance or achievements of the Company to be materially different from any future transactions, results, performance or achievements expressed or implied by such forward-looking statements. The cautionary statements set forth under the caption “Risk Factors” and elsewhere in this Memorandum identify important factors with respect to such forward-looking statements which you should specifically consider in evaluating these statements and which further include, without limitation, the following factors, any of which may cause our actual results to differ materially from any forward-looking statement:

- industry developments affecting the Company’s business, financial condition and results of operations;
- international, national and local economic and business conditions that impact upon the Company’s business;
- cash flow;
- operating performance;
- financing activities;
- tax status of the Company;
- the Company’s ability to compete effectively;
- governmental approvals, actions, and initiatives, and changes in laws and regulations or the interpretation thereof; and
- the effects of new tax legislation.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Moreover, neither we, nor any other person, will assume responsibility for the accuracy or completeness of these statements and thus no assurance can be made to any investor that the Company’s expectations will be attained or that any deviations will not be material. We are under no duty to update any of the forward-looking statements after the Memorandum to conform these statements to actual results, and as such, we undertake no obligation to publicly release the results of any revisions to the forward-looking statements that may be made to reflect any future events or circumstances.

V. RISK FACTORS

The purchase of the Units involves a number of risk factors, each of which should be considered a substantial risk. Each prospective investor should consider carefully, among other risks, the following risk factors as well as all of the other information included in this Memorandum before investing in the Units and should consult with his/her own legal, tax and financial advisors with respect thereto.

Risks Relating to the Business

The Company is subject to all risks of attributable to investments in real estate. The Company will be investing in a single piece of commercial real property and is subject to all risks inherent in such a business. In general, a downturn in the national or local economy, changes in zoning or tax laws, or the availability of financing could affect the performance and value of the Property. Also, because real estate is relatively illiquid, the Company may not be able to respond promptly to adverse economic or other conditions by disposing of its real estate holdings. Other risks include local market conditions, changes in economic conditions or interest rates, the unavailability or increased costs of financing, changes in real estate expenses, changes in governmental rules and policies (such as zoning), condemnation, casualty, acts of God, competition, the unavailability of funds to meet utility and maintenance costs, insurance costs and real estate taxes, liability under environmental or other laws and other factors which are beyond the control of the Company. The Property acquired by the Company may not perform to the Company's expectations, may not appreciate in value, may depreciate in value, and/or may not ever be sold at a profit. The marketability and value of the Property will depend upon many factors beyond the Company's control.

The vacancy rate of the Company's Property may fluctuate. The Property owned by the Company will be offered for commercial rent and 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, we may suffer reduced revenues resulting in less cash to be distributed. If current vacancy rates were to increase, the operating results of the Company could suffer, rendering us unable to timely pay our obligations, including those under any financing obtained and under any loans or mortgages.

Market and Economic Conditions May Impact Revenue from Property Operations. Local conditions in the market of the self-storage facility may significantly affect occupancy, rental rates, and the operating performance of the Property. These risks that may adversely affect the Property include the following:

- Abandoning of personal property of a tenant, in which case the Company may be compelled to auction the tenant's property, which includes the risk of being sued by the former tenant for wrongfully doing so.
- Since military tenants cannot be evicted while deployed, there is a risk that a military tenant may not respond to requests by the Company or maintain its rental payments.
- Property damage due to environmental events.
- Tenants may refuse rental insurance offered by the Company, and therefore create additional liability for the Company in the event they cause damage to others' property or their property gets damaged and they make a claim against the Property.
- Undiscovered damage to a storage unit at the time of purchase could create liability for new owner.
- The Property may contain mold or be infested with insects, rodents or other pests.
- Tenants may engage in illegal activity in one of the units at the Property, unbeknownst to the Manager, which activity may cause the Property to suffer property damage, be sequestered as a crime scene, or get a bad reputation causing a decrease in occupancy.
- Economic conditions could cause an increase in the Company's operating expenses, such as increases in property

taxes, utilities, compensation of on-site associates and routine or unforeseen maintenance.

The Company's success is subject to the fluctuations of the real estate market. The real estate market is affected by many factors, such as general economic conditions, availability of financing, interest rates and other factors, including supply and demand, that are beyond the Company's control. The Company cannot predict the length of time needed to find a willing tenant and to rent a self-storage unit. In addition, the Company may be required to expend funds to correct defects or to make improvements to the self-storage unit before it can be rented. Moreover, in acquiring the Property, the Company may have to agree to restrictions on the resale of the Property such as a limitation on the amount of debt that can be placed or repaid on the Property.

The Company will be subject to the risk of liability and casualty loss as the owner of the Property. The Company expects to maintain insurance against certain liabilities and losses on the Property but the insurance obtained may not cover all amounts or types of liability and loss. There is no assurance that any liability or loss that may occur will be insured or that, if insured, the insurance proceeds will be sufficient to cover the liability or loss. There are certain categories of risk of loss that may be or may become uninsurable or not economically insurable, such as earthquakes, floods and hazardous waste.

Environmental liabilities are possible and can be costly. Federal, state and local laws impose liability on a landowner for releases or the otherwise improper presence on the premises of hazardous substances. This liability is without regard to fault for, or knowledge of, the presence of such substances. A property owner may be held liable for hazardous materials brought onto the property before it acquired title and for hazardous materials that are not discovered until after it sells the property. Similar liability may occur under applicable state law. If any hazardous materials are found within the Property in violation of law at any time, the Company may be liable for all cleanup costs, fines, penalties, and other costs. This potential liability could continue after the Company sells the Property and may apply to hazardous materials present within the Property before the Company acquired the Property. If losses arise from hazardous substance contamination that cannot be recovered from a responsible party, the financial viability of the Property could be substantially affected. It is possible that the Company will acquire the Property with known or unknown environmental problems that may adversely affect the Company's business and financial viability.

A general economic downturn and regional and national economic weakness could adversely affect the rental performance and resale viability of Property. Prospective investors should be aware that periods of weak economic performance could adversely affect the Property owned by the Company. In addition, weakness in the regional and national economies could materially and adversely impact the tenants in the Properties and their business operations. If tenants were to suffer economically and be unable to pay the rent, the Company may not receive the anticipated amount of income from the Property. Likewise, a downturn in the real estate market could affect the value of the Property and the ability of the Company to sell the Property at a profit, or at all.

The real estate market is very competitive. Numerous properties will compete with the Company's Property in attracting renters and buyers. Additional properties may be built in the markets in which the Company's Property is located. The number and quality of competitive properties in a particular area will have a material effect on the Company's ability to rent space at the Property and on the rents charged. Some of these competing properties may be newer or better located than the Company's Property. There are a significant number of properties that may be available for sale in the market in which the Company's Property is located. The number of properties offered at the time that the Company decides to sell its Property could impact the number and quality of offers that the Company gets for the Property as well as the time in which it may take to sell the Property, if at all.

Government regulation may affect the operation, cost and value of the Property. The operation of

commercial real property is subject, both directly and indirectly, to federal, state, and local governmental regulation, including environmental, sewer, water, zoning and similar regulations. It is possible that (i) the enactment of new laws, (ii) changes in the interpretation or enforcement of applicable codes, rules and regulations, or (iii) the decision of any authority to change the current zoning classification or requirements, may have a substantial adverse effect on the operations and/or value of the Property.

Cost of renovation is unpredictable. If renovation to the Property is necessary, there is no guarantee that the ability to renovate the Property will meet with expectations and such renovation can be more expensive and time-consuming than expected. The cost and availability of labor, materials and other items may change causing the cost of renovation to any Property to be more expensive and to take longer than anticipated. These changes could delay renting units and collecting rental income and/or putting the Property on the market for sale. As such, the Company may not be able to take advantage of certain market conditions for rental and resale which could result in the Property losing value or garnering less income than needed.

Contractors making bids on construction projects can underestimate material and labor costs along with Scope of Work. The Company intends on purchasing the Property and constructing a self-storage facility. The Company will likely hire contractors based on bids received for the cost of the construction. The Company may hire a contractor that underestimates the material and labor costs, which may have a substantial adverse effect on the operations and/or value of the Property.

Cost overruns and unexpected Change Orders can delay a project past the expected hold time. The Company will not realize a profit until the Property is either cash flow positive or sold. Therefore, if there are cost overruns or multiple unforeseen Change Orders, which may have a substantial adverse effect on the operations and/or value of the Property.

Compliance with Americans with Disabilities Act Under the Americans with Disabilities Act of 1990 (the ADA), all public accommodations are required to meet certain federal requirements related to access and use by disabled persons. A determination that the Property is not in compliance with the ADA could result in imposition of fines or an award of damages to private litigants. If substantial modifications are made to comply with the ADA, which may have a substantial adverse effect on the operations and/or value of the Property.

The Company has limited capitalization and may be dependent on raising funds to grow and expand its business. The Company has limited capitalization and may be dependent on raising funds to continue its business. The Company will endeavor to finance its need for additional working capital through debt or equity financing. Additional debt financing would be sought only in the event that equity financing failed to provide the Company necessary working capital. Debt financing may require the Company to mortgage, pledge or hypothecate its assets, and would reduce cash flow otherwise available to pay operating expenses. There are no other current agreements or understandings with regard to the form, time or amount of any financing and there is no assurance that any financing can be obtained or that the Company can continue as a going concern.

The Company will be use financing to obtain the Property. The Company will be required to finance the acquisition of the Property. Financing in the real estate market has a number of risks:

Mortgages. The financing obtained by the Company would most likely involve a mortgage on the underlying Property. If the Company was unable to make payments on the loan or refinance the loan for any reason, the Company's continued ownership of the underlying Property would be jeopardized and the Company may lose funds that it expended for down payments and other deposits on the Property.

Variable Rates of Interest. The Company may obtain financing that provides for a variable rate of interest. As a result, in the event that interest rates increase, the Company will have to pay a greater amount for interest payments. Based on historical interest rates, current interest rates are low and it is likely that interest rates will rise in the future.

Fixed Rates of Interest. The Company may obtain fixed rate financing. As a result, if interest rates decrease and the Company's financing is a fixed rate, the return on the Properties could be lower than necessary to continue to repay the fixed rate obligation.

Control of Lenders. It is possible that the lender may require certain conditions or a certain amount of control in the Company. These rights may be exercised such that the results are in the best interest of the lender and not in the best interest of the Company.

Balloon Payments. The financing obtained by the Company may have short terms. Consequently, the Company may be required to make a large balloon payment on the maturity date of a loan. In the event the Company is unable to make the balloon payment or to refinance the loan for any reason, the Company's continued ownership of the underlying Property would be jeopardized.

Risks Relating to the Units

Determination of the terms for the Units. The distribution rights of the Units and all other terms and conditions with respect to the Units have been arbitrarily determined by the Company Manager are not the result of arm's-length negotiations. Such rights, terms and conditions were determined based on the perception of the Company Manager of the marketplace for investments like the Units and without any analytical, market, technical or other formal assessment of the appropriate rights, terms, and conditions to be applied to the Units based on the nature of the investment in the Units and the risks associated therewith or other factors.

Absence of public market for the Units. The Units will not be listed on any national securities exchange or included for quotation through an inter-dealer quotation system of a registered national securities association. The Units constitute new issues of securities with no established trading market. Furthermore, it is not anticipated that there will be any regular secondary market following the completion of the Offering of the Units. Accordingly, the Units should be purchased for their potential return only and not for any resale potential, which may or may not exist.

Limited transferability of the Units. In order to purchase the Units, prospective Members must represent that they are acquiring the Units for investment and not with a view to distribution, that prospective Members understand that the Units are not freely transferable and, in any event, that the Members must bear the economic risk of investment in the Units for an indefinite period of time because the Units have not been registered under the Act or applicable state "blue sky" or other securities laws. Further, the Units cannot be transferred unless they are subsequently registered or an exemption from such registration is available and all other applicable provisions of the Units, this Memorandum, the Company Operating Agreement and the Subscription Agreement are followed.

The Company and other Members have right of first refusal on any transfer. Pursuant to the Operating Agreement, prior to any transfer of a Unit held by a Member, the selling Member must first offer such Unit(s) to the Company and to the other Members for a period of time and only if they reject the offer can the selling Member pursue a transaction with a third party. This process increases the time required to complete a transfer and thereby may make it more difficult to find buyers for the Units and to complete a transaction with such buyers.

Lack of agency review. Since the Offering of the Units is a private offering and, as such, is not registered under federal or state securities laws, prospective Members do not have the benefit of review of this Memorandum by the SEC or any state securities commission. The terms and conditions of the Offering may not comply with the guidelines and regulations established for any similar programs that are required to be registered and qualified with those agencies.

Risks Relating To The Formation And Internal Operation Of The Company

The Company has limited operating history which makes it difficult to evaluate the Company and lessens the probability of success. The Company was organized February 22, 2019. Consequently, the Company has only a limited operating history and has not produced any revenue. The Company must be considered in the developmental stage. Prospective investors should be aware of the difficulties encountered by such enterprises, as the Company faces all the risks inherent in any new business, including the absence of any prior operating history, need for working capital and intense competition. The Company cannot assure that it will be profitable or when it may be profitable, or that the Company Manager will be able to perform its duties successfully. The likelihood of success of the Company must be considered in light of such problems, expenses and delays frequently encountered in connection with the operation of a new business and the competitive environment in which the Company will be operating.

Investors will rely on the Manager to identify, acquire, administer, collect, and liquidate the Company's investments. All decisions regarding management of the Company's business affairs and the management of the Company's Property will be made by the Manager with the support of various principals, affiliates, advisors, and future employees. The Members, other than the principals, will not participate in any decision-making on behalf of the Company. Accordingly, no person should purchase Units unless that person is willing to entrust all aspects of management of the Company and the Company assets to the Manager. Prospective investors should carefully evaluate the personal experience and business performance of the Manager and its principals. The Manager may not be removed from its respective position, except under limited circumstances, if at all.

The loss of key personnel could adversely impact our business. The Company's success is highly dependent upon the continued services of key personnel, as described under "Management." The loss of a member of the Management team or any of the Company's key principals, affiliates, employees, agents, or associates could have a material adverse impact on our business. We believe that the Company's future success depends, in large part, upon the ability of the Manager and its affiliates to hire and retain or contract with highly-skilled managerial and operational personnel. There is significant competition for such personnel and we cannot assure you that the Manager will be successful in attracting and retaining such skilled personnel.

The Manager may be entitled to indemnification by the Company and Members. The Manager, its officers, directors, managers, employees, agents, attorneys and certain other parties may not be liable to the Company and Members for errors of judgment or other acts or omissions not constituting bad faith, gross negligence or willful malfeasance as a result of certain indemnification provisions in the Company Operating Agreement. A successful claim for such indemnification would deplete the Company's assets by the amount paid.

The Manager may be unable to obtain required financing to generate significant returns for Members. For the Manager to generate significant returns for the Members, the Manager may need to secure financing to leverage proceeds from the Offering. However, there can be no assurances that the Company Manager will be able to obtain required financing on satisfactory terms or at all.

There may not be any current income to distribute to the Members. The Company anticipates that the majority, if not all, of the Company's cash available for distribution will arise out of the cash flow generated from the commercial

rental of the Property. As described throughout this Memorandum, the acquisition, renovation, and ownership of the Properties involves great risk and those activities may not generate sufficient cash for distribution to Members.

The Company may have insufficient cash reserves to manage the Company. The Company intends to maintain certain cash reserves from the proceeds of Members' capital contributions and other financing it may obtain to cover Company operating expenses. However, there is no assurance that the amount of cash reserves will be adequate. If the reserves are insufficient to cover current costs or unexpected future costs, it may become necessary for the Company to seek additional financing, which may be difficult, if not impossible, to obtain on favorable terms, if at all. If sufficient additional financing is not available, the Company would be forced to delay and/or reduce payments and distributions to Members, seek alternative forms of financing, or sell available assets at a loss.

The Company has the right to require additional capital investment from Unit Holders. Pursuant to the Company Operating Agreement, the Manager has the right to make a capital call on all of the current Unit Holders of the Company's Units in an amount up to 25% of their Initial Capital Contributions. Unit Holders who do not make their required additional capital contribution will owe a debt to the Company and if it is not paid could lose rights and suffer disproportionate dilution of ownership.

Risks Relating To Private Offerings

The Offering is not registered with the Securities and Exchange Commission or any state securities authorities and they have not made any determination that this Memorandum is adequate or accurate. The Offering of the Units will not be registered with the Securities and Exchange Commission under the Act or the securities agency of any state and are being offered in reliance upon an exemption from the registration provisions of the Act and state securities laws applicable only to offers and sales to prospective investors meeting the suitability requirements set forth herein. Since this is a nonpublic offering and, as such, is not registered under federal or state securities laws, prospective investors will not have the benefit of review by the Securities and Exchange Commission or any state securities regulatory authority. The Units are being offered, and will be sold, to prospective investors in reliance upon a private offering exemption from registration provided in the Act and state securities laws. If the Company should fail to comply with the requirements of such exemption, the prospective investors may have the right, if they so desired, to rescind their purchase of the Units. It is possible that one or more prospective investors seeking rescission would succeed. This might also occur under the applicable state securities or "Blue Sky" laws and regulations in states where the Units will be offered without registration or qualification pursuant to a private offering or other exemption. If a number of Members were successful in seeking rescission, the Company would face severe financial demands that could adversely affect the Company as a whole and thus, the investment in the Units by the remaining Members.

The Company is not registered with the Securities and Exchange Commission as an investment company under the Investment Company Act of 1940, as amended. The Company does not intend to register under the Investment Company Act of 1940, as amended, in reliance upon one or more exemptions from its registration provisions. If the Securities and Exchange Commission determined that the exemption(s) relied upon by the Company were incorrect or unsupportable, such a determination could adversely affect the Company as a whole and, thus, the investment in the Units by the Members.

Risks Relating To The Company Generally

The Company's business will not be diversified. At this time the Company anticipates that the majority, if not all, of the Company's cash available for distribution will come from its investment in the Property and from renting, refinancing and ultimately selling such Property. Accordingly, if for any reason the Company is unsuccessful in implementing its business plan or if there is substantially increased competition from new or existing competitors, such

changes could substantially, negatively affect the viability of the Company and the value of the Units, which in turn could potentially impact its profitability, its ability to operate, its ability to raise funds, and thus the Company's ability to pay any distributions to the Unit Holders.

Loss on Dissolution and Termination. The proceeds realized from the Company's investment in the Property and the sale of the Units will be used to pay all of the accumulated operating expenses of the Company upon dissolution or termination of the Company. Thus, the ability of a Member to recover all or any portion of his, her or its investment under such circumstances will, accordingly, depend materially on the amount of revenue realized from the rental and sale of the Property, as well as other material factors and events affecting the business of the Company prior to the date of any such dissolution or termination and the amount of claims to be satisfied resulting therefrom.

The condition of the U.S. and global financial markets is volatile and cannot be predicted. Investors should be aware that the U.S. and global financial markets are currently somewhat volatile and that the condition of the financial markets has been erratic at times in recent years. Any weakening of the markets or instability could adversely affect the Company's ability to conduct its business and make needed purchases and investments. Prospective investors should be aware that periods of weak economic performance globally, in the United States or regionally could adversely affect the Company's business and any investments or purchases that it has made or will make. Further, financial market instability could result in significant regulatory changes that could have an unpredictable impact on the Company's business.

Risks Related To Conflicts Of Interest

There may be conflicts of interest between the Manager and the Company, which might not be resolved in your favor. The Manager may be involved in other business activities and may get involved in other business activities in the future. The Manager will have to allocate their time between the Company and other activities in which they are involved. If they do not devote sufficient time to the business of the Company, the Company's business and results of operations could be negatively impacted.

The Manager will engage in other activities outside of the Company that could cause conflicts of interest. The principals of the Manager may be engaged in activities other than this Offering and the business of the Company. The Manager may have conflicts of interest in allocating time, services and functions between various existing and future enterprises. The Manager may organize other business ventures that may compete with the Company.

No arm's-length negotiations of compensation. None of the agreements or arrangements, including those relating to compensation, among the Company and the Company Manager, is the result of arm's-length negotiations.

ERISA Risks

Investment considerations for tax-exempt prospective investors. In considering an investment in the Units of a portion of the assets of a trust or a pension or profit-sharing plan qualified under Section 401(a) of the Code and exempt from tax under Section 501(a) (a "Qualified Plan"), a fiduciary should consider the following:

- whether the investment satisfies the diversification requirements of Section 404 of the Employee Retirement Income Security Act of 1974 ("ERISA");
- whether the investment is prudent, since the Units are not freely transferable and there will not be a trading market created in which he/she can sell or otherwise dispose of the Units;
- whether the Units or other assets owed by the Company constitute "Plan Assets" under ERISA; and
- the possibility that, in certain circumstances, pursuant to the terms and conditions of the Subscription Agreement,

a portion of the assets may have to be liquidated from the Qualified Plan and invested in the Units in an individual name, subject to the Company's right to seek qualification as a Real Estate Operating Company which would exempt the Company from this requirement.

See "Investment by Qualified Plans and Individual Retirement Accounts."

Considerations that trustees, custodians and fiduciaries must take into account before investing in the Units. Trustees, custodians and fiduciaries of retirement and other plans subject to ERISA or Code Section 4975 (including individual retirement accounts) should consider, among other things:

- that the plan, although generally exempt from federal income taxation, would be subject to income taxation if its income from an investment in the Company and other unrelated business taxable income exceeds One Thousand Dollars and 00/100 ($1,000) in any taxable year;
- whether an investment in the Company is advisable given the definition of plan assets under ERISA and the status of Department of Labor regulations regarding the definition of plan assets;
- whether the investment is in accordance with plan documents and satisfies the diversification requirements of Section 404(a) of ERISA;
- whether the investment is prudent under Section 404(a) of ERISA, considering the nature of an investment in, and the compensation structure of, the Company and the potential lack of liquidity of the Units;
- that the Company and the Company Manager have no history of operations; and
- whether the Company or any Affiliate is a fiduciary or party in interest to the plan.

The prudence of a particular investment must be determined by the responsible fiduciary taking into account all the facts and circumstances of the qualified plan and of the investment. See "Federal Income Tax Matters" and "Investment by Qualified Plans and Individual Retirement Accounts."

Risks Relating To Retirement Plan Investors

Investment by retirement plans generally. In considering an investment in the Units of a portion of the assets of a pension or profit-sharing plan qualified under Section 401(a) of the Code and exempt from tax under Section 501(a), a fiduciary should consider if: (a) the investment satisfies the diversification requirements of Section 404 of the Employee Retirement Income Security Act of 1974 and regulations adopted pursuant thereto by the U.S. Department of Labor (ERISA); (b) the investment is prudent, since the Units are not freely transferable and there may not be a market created in which the fiduciary can sell or otherwise dispose of the Units; (c) the underlying assets owned by the Company could be deemed to be "plan assets" under ERISA; (d) the possibility that, in certain circumstances, pursuant to the terms and conditions of the Subscription Agreement, a portion of the Qualified Plan assets may have to be liquidated from the Qualified Plan and invested in the Units in an individual name, subject to the Company's intent to seek qualification as a Real Estate Operating Company which may exempt the Company from this requirement; and (e) whether the investment otherwise complies with ERISA and the Code.

Plan assets. If the underlying assets owned by the Company are deemed to be assets of a qualified plan or IRA that is considered to be investing in the Company's equity, operations will be severely limited. In such case, the Company Manager may be considered a plan fiduciary and contemplated transactions described herein may be deemed to be "prohibited transactions" subject to excise taxation under the Internal Revenue Code and other penalties. The standards of prudence and other provisions of ERISA would extend to the Company Manager with respect to investments made by us. We have not requested or obtained an opinion of counsel regarding such matters and have not obtained or sought any rulings from the U.S. Department of Labor regarding the same. In the event the properties of the Company are deemed to

constitute plan assets or certain of our transactions constitute "prohibited transactions" under ERISA or the Internal Revenue Code and we can obtain no exemption for such transactions, we have the right, but not the obligation (upon notice to all Members, but without the consent of any said parties), to (i) terminate the Offering of Units, (ii) compel a termination and dissolution of the Company or (iii) restructure our activities to the extent necessary to comply with any exception in the Department of Labor Regulations or any prohibited transaction exemption granted by the Department of Labor or any condition which the Department of Labor might impose as a condition to granting a prohibited transaction exemption.

We may not generate sufficient liquidity to satisfy IRA minimum distribution requirements. Any potential investor who intends to purchase Units for his or her IRA and any trustee of an IRA or other fiduciary of a retirement plan considering an investment in our Units should consider particularly the limited liquidity of an investment in the Units as they relate to applicable minimum distribution requirements under the Internal Revenue Code. If the Units are still held and the Company's underlying assets and properties have not yet been sold at such time as mandatory distributions are required to commence to an IRA beneficiary or qualified plan participant, applicable provisions of the Internal Revenue Code and regulations may require that a distribution in kind of the Units be made to the IRA beneficiary or qualified plan participant. Any such distribution in kind of Units must be included in the taxable income of the IRA beneficiary or qualified plan participant for the year in which the Units are received at the fair market value of the Units without any corresponding cash distributions with which to pay the income tax liability arising out of any such distribution.

Tax Risks

There are risks associated with the federal income tax aspects of an investment in the Company. The Internal Revenue Service ("IRS") could potentially examine tax issues that could affect the Company. Moreover, the income tax consequences of an investment in the Company are complex and tax legislation could be enacted and regulations adopted in the future to the detriment of Members. The following paragraphs summarize some of the tax risks to the Members who own the Units. A discussion of the tax aspects of the investment is set forth in "Federal Income Tax Matters." Because the tax aspects of this Offering are complex and may differ depending on individual tax circumstances, each prospective investor must consult with and rely on his/her own, independent tax advisor concerning the tax aspects of the Offering and his/her individual situation.

No representation or warranty of any kind whatsoever is made with respect to the acceptance by the IRS of the treatment of any item by the Company or by any Member.

An IRS audit of the Company's books and records could result in an audit of a Member's income tax returns. The Company's federal income tax returns could potentially be audited by the IRS. Such an audit could result in the challenge and disallowance of some of the deductions claimed in such returns. The Company does not assure or give a warranty of any kind with respect to the deductibility of any such items in the event of either an audit or any litigation resulting from an audit.

A risk exists that the Company will be taxed as a corporation and not as a partnership. The Company Manager intends for the Company to be taxed as a partnership for federal income tax purposes. If the Company were to be treated for tax purposes as a corporation, the tax benefits associated with an investment in the Company, if any, would not be available to the Members. The Company would, among other things, pay income tax on its earnings in the same manner and at the same rate as a corporation, such earnings would be subject to tax again as ordinary income when distributed to the Members, and losses, if any, would not be deductible by the Members.

Because of the probability of Unrelated Business Taxable Income, an investment in the Company is not

appropriate for a charitable remainder trust. The Company may generate unrelated business taxable income ("UBTI") from its assets or debt financing, although a Qualified Plan may be eligible for an exemption therefrom. Tax-exempt entities must consult their own tax counsel regarding the effect of any UBTI. **Due to the likely presence of UBTI, an investment in the Units is not appropriate for a Charitable Remainder Trust.**

The IRS could disallow various deductions claimed. The availability, timing and amount of deductions or allocations of income of the Company will depend not only upon general legal principles but also upon various determinations that are subject to potential controversy on factual and other grounds. Such determinations could include, among other things, the allocation of basis to buildings, land, leaseholds, personal property and other assets, as applicable. If the IRS were successful, in whole or in part, in challenging the Company on these issues, the federal income tax benefits of an investment in the Company could be materially reduced.

Limitations exist on losses and credits from passive activities. A Member's share of the Company's taxable income and loss will likely be considered to be derived from a passive activity. Deductions in excess of income (i.e. losses) from passive trade or business activities generally may not be used to offset "portfolio income" (i.e. interest, dividends and royalties, salary or other active business income). However, deductions from passive activities generally may be used only to offset income from passive activities. Interest deductions attributable to passive activities are treated as passive activity deductions and not as investment interest. Thus, such interest deductions are subject to limitation under the passive activity loss rule and not under the investment interest limitation. Credits from passive activities generally are limited to the tax attributable to the income from passive activities. Passive activities include trade or business activities in which the taxpayer does not materially participate, which would include holding an interest as a Member. Thus, the Company's Net Income and Net Loss will likely constitute income and loss from a passive activity.

The IRS may challenge the allocation of net income and net losses. In order for the allocations of income, gains, deductions, losses and credits under the Company Operating Agreement to be recognized for tax purposes, such allocations must possess substantial economic effect. The Company cannot assure you that the IRS will not claim that such allocations lack substantial economic effect. If any such challenge to the allocation of losses to any Member were upheld, the tax treatment of the investment for such Member could be adversely affected.

A Member may have taxable income that exceeds the amount of cash distributions received. A Member's taxable income resulting from his/her interest in the Company may exceed the cash distributions that such Member receives from the Company. This may occur because the Company's receipts may constitute taxable income but its expenditures may constitute nondeductible capital expenditures or loan repayments. Thus, a Member's tax liability generally may exceed his/her share of cash distributions from the Company. The same tax consequences may result from the sale or transfer of a Member's Units, whether voluntary or involuntary, and may produce ordinary income or capital gain or loss.

A Member could be liable for Alternative Minimum Tax. The alternative minimum tax applies to certain items of tax preference. The limitations on the deduction of passive losses also apply for purposes of computing alternative minimum taxable income.

If the IRS were to audit the Company a Member could be liable for accuracy related penalties and interest. In the event of an audit in which Company deductions are disallowed, the IRS could assess significant penalties and interest on tax deficiencies. The Code provides for penalties relating to the accuracy of income tax returns equal to 20% of the portion of the underpayment to which the penalty applies. The penalty applies to any portion of any understatement which is attributable to: (1) negligence; (2) any substantial understatement of income tax; or (3) any substantial valuation misstatement. Additional interest may be imposed on underpayments relating to tax shelters. The Company Manager believes that the Company is not a "tax shelter," as defined, and that there is substantial support for the positions to be

taken by the Company on its income tax returns. However, the Company cannot assure you that the IRS will agree with these positions.

Changes in federal income tax law could adversely affect an investment in the Company. Congress enacts new tax laws on a regular basis which make significant changes to the federal tax law. In addition, Congress could make additional changes in the future to the income tax consequences with respect to an investment in the Company. In addition, Congress is currently analyzing and reviewing numerous proposals regarding changes to the federal income tax laws. The extent and effect of such changes, if any, is uncertain.

The discussion of tax consequences contained in this Memorandum is a summary of tax considerations based on the law, court rulings and regulations presently in effect and true. Nonetheless, prospective investors should be aware that new administrative, legislative or judicial action could significantly change the tax aspects of the Company at any time, which could have a material adverse effect on the Company and Members.

VI. MANAGEMENT

The Company Manager

The manager of the Company is Spartan Investment Group, LLC, a Colorado limited liability company, formed on October 6, 2014 (the "Manager").

Bio Of Key Management Personnel

Key personnel of the Manager are Scott Lewis and Ryan Gibson.

Scott Lewis, age 39, is the Chief Executive Officer of Spartan Investment Group, LLC. As the CEO, Scott is responsible for the strategic direction and operational performance of SIG and, on behalf of the Manager, the Company. Previously Scott has managed several successful real estate developments and owns cash flowing properties in several states. Scott previously worked as a professor of project management and strategic planning for the Catholic University of America. Scott is also a Major in the US Army Reserves and is an Operation Iraqi Freedom Veteran. He has held various positions including Infantry Platoon Leader, Military Police Company Commander, and Officer Candidate School Platoon Trainer amongst others. Scott graduated from Michigan State University with degrees in Chemistry and Marketing, from Catholic University with a MS in Management, from Georgetown University with a Certificate in Project Management, and has his Project Management Professional (PMP) Certification.

Ryan Gibson, age 34, is the Chief Operations Officer of Spartan Investment Group, LLC. As the COO, Ryan is responsible for overseeing the day to day operations of SIG and construction management projects, and on behalf of the Manager, the Company. Previously, Ryan has identified and acquired several high profit margin real estate investment opportunities and owns cash flowing properties in several states. Prior to joining SIG, Ryan worked as a commercial pilot for delta Airlines and Alaska Airlines. Ryan also worked for the FAA and in addition to holding the positions as Regional Chief Pilot, certified flight instructor, and Senior Aviation Analyst, Ryan was also directly involved with the FAA's implementation of sweeping regulatory changes in the commercial aviation industry. Ryan graduated from Mercyhurst University with a bachelor's degree in Business and from Cornell's Labor Relations certificate program.

VII. ESTIMATED USE OF PROCEEDS

The chart below shows potential sources and uses of proceeds. Management believes that the source of funds will derive from this Offering (based on the proceeds received from the Minimum Offering Amount and Maximum Offering Amount) and expected debt financing (although no bank has entered into any agreement or commitment to extend credit to the Company, and therefore the Company cannot offer any assurance that it will be able to obtain debt financing adequate in amount or on reasonable terms) will be sufficient for the proposed operations of the Company, however, there can be no such assurances. If the Company is unable to obtain debt financing, it will be unable to purchase the Property even if it raises the Maximum Offering Amount. Any debt financing will include certain conditions which Company will have to meet. Among the conditions may be the requirement that one or more persons guarantee the Company's repayment of the loan. No person has agreed to guarantee any of Company's obligations. Management intends to use the proceeds of this Offering plus debt financing substantially as follows, although it reserves the right to change the use of proceeds if deemed appropriate for the development of the Company along its proposed business plan.

SOURCES	
Description	**Total Offering Amount**
Offering [1]	2,300,000
Debt	$5,272,663
TOTAL SOURCES	**$7,572,663**

USES	
Description	**Total Offering Amount**
Organizational and Offering Expenses [2]	
Purchase Price of the Property	$6,000,000
Closing Costs	$180,000
Initial Improvements	$25,000
Permits & Plans	41,000
Land Development	60,000
Construction	760,000
Contingency	86,100
Working Capital	200,000
Management Fee	$220,563
TOTAL USES	**$7,572,663**

1. If less than the minimum offering is raised by the Termination Date, the Company will return all funds to subscribers and will not complete this Offering. The Company may use the funds once the minimum offering is raised, even though Company has not yet obtained the loan.
2. These funds are intended to pay the actual costs incurred by the Company which are associated with the organization of the Offering and the closing of the subscriptions of the Offering (including, without limitation, legal fees, state securities filing fees, and marketing costs), including reimbursement of such costs incurred by the Manager on behalf of the Company.

VIII. BUSINESS DESCRIPTION OF THE COMPANY

Upon consummation of the Sale Agreement (defined below), the Company intends to acquire an existing self-storage currently named Mini West Self-Storage and a car wash named Charlie's Laserwash in Corsicana, Texas, which is located about 55 miles southeast of Dallas. After conducting a feasibility study to determine the efficacy of the project, Spartan Investment Group, LLC ("SIG" or the "Manager"), acting on behalf of the entity to be formed, entered into a purchase and sales contract in December 2018 for the purchase of the Property (the "Sale Agreement"). SIG will assign the purchase contract to the Company upon closing of this Offering. Even if the Company raises the Maximum Offering Amount, consummation of the Sale Agreement is subject to the Company obtaining debt financing (or raising other funds) in order to purchase the Property, of which there can be no certainty.

The Property consists of 2 lots, one of which contains Charlie's Laserwash and the other contains Mini West Self Storage. Both lots together comprise approximately 9.11 acres. Mini West Self Storage is 81,060 square feet of both climate controlled and non-climate controlled self-storage. Charlie's Laserwash is a five-bay car wash with 4 self service bays and one touchless automatic bay.

The lot that Mini West Self Storage is built on contains approximately 2 acres of undeveloped land. According to

the feasibility study executed by SIG, the target market area has unmet demand for additional climate-controlled storage. The Company intends to add an additional 20,000 to 40,000 square feet of storage.

IX. DESCRIPTION OF THE UNITS

The Units represent membership interests in the Company and entitle the holder thereof to certain voting and other rights, as well as a distributions of Net Distributable Cash from operations, refinancing, and liquidation. Prospective investors who purchase Units from the Company and are accepted by the Manager will become Members in the Company. See "**Summary of the Company Operating Agreement**."

The Class A Units are entitled to cumulative an 8% preferred return on their Total Capital Contribution. Total Capital Contribution shall be calculated as a Members initial capital contribution plus any additional capital contributions less repayments of capital during a refinancing or liquidation.

Payment of Net Distributable Cash from operations may be made at such time as determined by the Manager in its sole discretion. Such payments shall be made:

1) first, to the Members holding Class A Units in proportion to their respective Preferred Return Balances until each such Member's Preferred Return Balance is reduced to zero;
2) and then, to the Members in proportion to their respective Percentage Interest.

Upon a refinancing or liquidation, payment of Net Distributable Cash shall be made as follows:

1) First, to the Members holding Class A Units, in proportion to their Total Cash Capital Contribution Balance, until each such Member's Total Cash Capital Contribution Balance is reduced to zero.
2) Second, to the Members holding Class B Units, in proportion to their Total Cash Capital Contribution Balance, until each such Member's Total Cash Capital Contribution Balance is reduced to zero.
3) Third, to the Members holding Class A Units, in proportion to their respective Preferred Return Balances, until each such Member's Preferred Return Balance is reduced to zero.
4) Fourth, to the Members holding Class B Units, in proportion to their Total Non-Cash Capital Contribution Balance, until each such Member's Total Non-Cash Capital Contribution Balance is reduced to zero.
5) Fifth, to the Members in proportion to their respective Percentage Interest.

The Manager may determine at any time that the Company needs additional operating capital and make an additional capital call to the current Unit Holders in an amount not greater than 25% of the initial capital contribution. Any Unit Holder who does not make his or her or its additional capital contribution will owe a debt to the Company which will be charged interest. If the Unit Holder does not repay the debt within a certain time, the Company can accept repayment of the debt by other Unit Holders and the delinquent Unit Holder will suffer dilution of its ownership. In addition, the delinquent Unit Holder forfeits certain rights including distributions and voting.

Prior to any additional capital call, the Manager, in its discretion, may convert up to five Class B Units into five Class A Units and sell such Class A Units for no less than $50,0000 per Unit to raise funds for the Company.

Restrictions on Transferability

There are substantial restrictions on the transferability of the Units contained in the Operating Agreement and imposed by state and federal securities laws. Before selling or transferring Units, a Member must offer the Units to the

Company and to the other Members at the price which has been offered by a third party and the Company and the other Members have a certain time to respond to the offer. If the Company and the other Members reject the offer, then the Member may be able to transfer Units provided that such transfer is in compliance with applicable federal and state securities laws and regulations, including the financial suitability requirements of such laws or regulations. Further, the selling Member must comply with both the Company's process for effectuating such a transfer and prepayment of fees to be incurred in such process. It is highly unlikely that any trading market for the Units will develop and prospective investors should view the Units solely as a long-term investment.

In addition, the Operating Agreement provides that an assignee of the Units, called a Participation Interest holder, may not become a substitute Member without meeting certain conditions and without consent to such substitution by the Manager, which consent the Manager may withhold in its sole and absolute discretion. If an assignee is not admitted to the Company as a substitute Member, such assignee will have no right to vote on Company matters, will remain a Participation Interest holder and have no right to information relating to the Company's business, and will have no right to participate in the management of the business and affairs of the Company. Such Participation Interest holder is only entitled to receive its allocations of profit and loss, its share of distributions, and its return of contributions, to which a Member would otherwise be entitled all as further described in the Operating Agreement.

The Units offered by this Memorandum have not been registered under the Act or by the securities regulatory authority of any state. The Units may not be resold unless they are registered under the Act and registered or qualified under applicable state securities laws or unless exemptions from such registration and qualification are available.

X. SUMMARY OF THE COMPANY OPERATING AGREEMENT

The following summary of the Operating Agreement does not purport to be comprehensive and is qualified in its entirety by reference to the full text thereof. Each prospective investor in the Units should review the entire Operating Agreement and Memorandum before executing a Subscription Agreement for the Units. (All capitalized terms in this section not otherwise defined in this Memorandum are as defined in the Company Operating Agreement.)

Management. The initial Manager of the company shall be Spartan Investment Group, LLC, a Colorado limited liability company. The Manager may not be removed without cause. The Manager may resign at any time. Vacancies for manager shall be filled by a vote of 75% of the Units outstanding held by the Members. The Company shall indemnify and exculpate the manager for actions taken in its capacity as Manager unless such actions constitute fraud, gross negligence or willful misconduct. The Manager has broad powers under the Agreement to manage the Company, execute contracts, borrow money, purchase insurance, distribute money, and generally conduct the affairs of the Company. The Manager cannot do the following without the approval of Members holding at least 75% of the total outstanding Units. approve a plan of merger or consolidation of the Company or amend the Company Operating Agreement. The Members waive any claims against the Manager for engaging in transactions or activities which may involve a conflict of interest.

Units. Initially, the Company shall have two classes of units: Class A Units and Class B Units. Each Class of unit shall be voting (provided such unit is held by a Member and not a Participation Interest holder) and shall be entitled to distributions as set forth below. The Manager may from time to time issue additional units and admit members to the Company.

Capital Contributions and Calls. The Members are not permitted to withdraw their capital contributions and the Manager can call upon the Members to make Mandatory Capital Contributions. Members who do not make called-upon Mandatory Capital Contributions may owe interest to the Company on the amount of the unpaid contribution, lose certain distribution and other membership rights and suffer dilution. The capital accounts of the Members will be maintained by

the Company which will reflect increases and decreases in such accounts as provided for in the Operating Agreement.

Allocations of Profit and Loss. The Company shall allocate Profits and Losses of the Company to the Members in accordance with their positive capital account balances, as further described in the Operating Agreement.

Distributions. All distributions are restricted in that the Company will not distribute cash unless that cash is available after paying other Company obligations. Net Distributable Cash from operations will be as follows:

1) first, to the Members holding Class A Units in proportion to their respective Preferred Return Balances until each such Member's Preferred Return Balance is reduced to zero;
2) and then, to the Members in proportion to their respective Percentage Interest.

Net Distributable Cash from refinancing or upon liquidation of the Company will be distributed as follows:

1) First, to the Members holding Class A Units, in proportion to their Total Cash Capital Contribution Balance, until each such Member's Total Cash Capital Contribution Balance is reduced to zero.
2) Second, to the Members holding Class B Units, in proportion to their Total Cash Capital Contribution Balance, until each such Member's Total Cash Capital Contribution Balance is reduced to zero.
3) Third, to the Members holding Class A Units, in proportion to their respective Preferred Return Balances, until each such Member's Preferred Return Balance is reduced to zero.
4) Fourth, to the Members holding Class B Units, in proportion to their Total Non-Cash Capital Contribution Balance, until each such Member's Total Non-Cash Capital Contribution Balance is reduced to zero.
5) Fifth, to the Members in proportion to their respective Percentage Interest.

Transfer Restrictions. The Units are not registered with the Securities & Exchange Commission or with the securities regulators of any state and thus cannot be transferred without an effective registration or a valid exemption from registration. Upon the death or bankruptcy of a Member or a Member's desire to withdraw, the Company may repurchase such Member's Units at a price established by an independent accountant. In addition, the Company and the other Members have a right of first refusal prior to any sale to a third party. Persons who acquire Units by transfer or by other means may or may not be admitted as Members and, if not, shall hold their Units as Participation Interest holders.

XI. PLAN OF DISTRIBUTION

Terms of the Offering

The Company is Offering Units of the Company for a total offering amount of $2,300,000 (the "Total Offering Amount"), subject to an overallotment amount of $700,000 for a maximum offering amount of $3,000,000 (the "Maximum Offering Amount"). The Offering is contingent on the receipt of a minimum amount of subscriptions for the Units in the amount of $2,000,000 (the "Minimum Offering Amount") and will be capped at the Maximum Offering Amount. The Company may accept its first subscription under the Offering on any date following the Memorandum Date, chosen at the Company's sole and absolute discretion, and may continue the Offering for up to three (3) months following the first subscription from investors (the "Commencement Date") with the Manager having the right to extend the Offering for an additional three months or until such time that the Company has received and accepted subscriptions for Units totaling the Maximum Offering Amount, subject to the Company's right, in its sole and absolute discretion, to terminate the Offering earlier.

The Company has indemnified, and will in the future indemnify the Manager for liabilities, including certain civil liabilities under the Act, which may arise from the use of this Memorandum in connection with the Offering of the Units. A successful claim against the Company for indemnification could result in a reduction in the Company's assets. In the opinion of the SEC, indemnification for liabilities under the Act is against public policy and therefore unenforceable.

Depository Account

Proceeds of the Offering will be held in the Depository Account specified in the Subscription Agreement. If we have not sold the Minimum Offering Amount by the Termination Date, as may be extended by the Manager for a three-month period in its sole discretion, then the Offering shall terminate and all funds shall be returned to subscribers without interest or deduction. After reaching the Minimum Offering Amount, the Company may conduct an initial closing pursuant to which it will accept subscriptions and transfer funds out of the Depository Account. Thereafter, the Company may conduct additional closing as it determines.

Suitability Requirements

Purchase of the Units is suitable only for persons of adequate financial means who have no need for liquidity with respect to this investment. There will not be any public market for the Units and they should be considered illiquid. Units will be sold only to prospective investors, or fiduciaries representing them, who represent in writing that they are Accredited Investors under Rule 501(a) of Regulation D as promulgated under the Act and that they meet the conditions set forth under "**Who May Invest**" and in the Subscription Agreement accompanying this Memorandum and to up to 35 non-Accredited Investors who represent that they meet the conditions set forth under "**Who May Invest**" and in the Subscription Agreement accompanying this Memorandum.

Prospective investors should be aware that the Units have not been registered under the Act and therefore cannot be sold or transferred unless they are subsequently registered under the Act or an exemption from such registration is available; accordingly, a Member must bear the economic risk of the investment in the Units for an indefinite time. Under certain very limited circumstances, a Member may be permitted to transfer Units, but only after offering such Units to the Company and the other Members or, if the Company and other Members reject the offer, to persons who meet certain suitability standards. The Company will require assurances that such standards are met before agreeing to any transfer of the Units. Additionally, the Company may charge an administrative fee to effectuate any such transfer or exchange.

XII. COMPENSATION OF THE COMPANY MANAGER & RELATED PARTY TRANSACTIONS

The Manager shall be paid certain fees in connection with its services as set forth in **"Exhibit B - Management Compensation and Fees"** attached to this Memorandum. These fees have been orally agreed to by the Manager and the Company and is not subject to any written agreement between the parties. The Manager does not intend to modify these fees. This oral agreement constitutes a related party transaction between the parties which has not been approved by any independent third party. Additionally, the Company may reimburse the Manager for costs incurred by the Manager. In addition to management and other fees, the Manager will also be entitled to distributions as a holder of Class B Units.

XIII. FEDERAL INCOME TAX MATTERS

The tax matters relating to the Company and its proposed transactions are complex and subject to various interpretations. The foregoing is not intended as a substitute for careful tax planning, particularly since the tax consequences of an investment in the Company may not be the same for all investors. Accordingly, the Company urges potential investors to consult their tax advisors prior to investing in the Company.

Treasury Department Circular 230 Notice

To ensure compliance with Circular 230, prospective investors and the Members are hereby notified that (a) any discussion of Federal tax issues contained or referred to in this Memorandum or in any supplements or annexes is not intended or written to be used, and cannot be used, by prospective investors and Members for the purpose of avoiding penalties that may be imposed on them under the Internal Revenue Code; (b) such discussion is written in connection with the promotion or marketing by the Company of the transactions or matters addressed in this Memorandum or in any supplements or annexes and (c) prospective investors and Members should seek tax advice based on their particular circumstances from an independent tax advisor.

There can be no assurance that any deductions or other tax consequences which are described herein, or which a prospective investor in the Company may contemplate, will be available. In addition, no assurance can be given that legislative or administrative changes or court decisions may not be forthcoming which would significantly modify the statements expressed herein. In some instances, these changes could have a substantial effect on the tax aspects of an investment in the Company. Any future legislative changes may or may not be retroactive with respect to transactions prior to the effective date of such changes. Bills have been introduced in Congress in the past and may be introduced in the future which, if enacted, would adversely affect some of the tax consequences presently anticipated from an investment in the Company.

There are risks and uncertainties concerning certain of the tax aspects associated with investment in the Company and there can be no assurance that some or all of the tax positions taken by the Company may not be challenged by the Internal Revenue Service (the “Service”). The Service may audit the Company's information returns and the individual returns of the Members of the Company (including investors pursuant to this Offering) and subject those returns to particularly close scrutiny. Such audits could result in tax adjustments, including adjustments to items on Members' returns unrelated to the Company. In the event that any of the Company's tax returns are audited, it is possible that substantial legal and accounting fees will be incurred to substantiate our position. Such fees would reduce the cash flow otherwise distributable to the Members. Such an audit may result in adjustments to the Company's tax returns which would, at a minimum, require an adjustment to the taxable income reported by each Member on his personal tax return and could cause an audit of unrelated items on each Member's tax returns which, in turn, could result in adjustments to such items.

Each prospective investor is therefore urged to consult his or her tax advisor with respect to the tax consequences arising from an investment in the Company. No ruling from the Service regarding the tax aspects of the Company has been or will be requested.

General

The following is a general discussion of certain federal income tax consequences of the purchase, ownership and disposition of the Units based upon the relevant provisions of the Internal Revenue Code of 1986, as amended (the “Code”), the regulations thereunder, existing judicial decisions and published rulings. Future legislative, judicial or administrative changes or interpretations, which may or may not be retroactive, could affect the federal income tax consequences to the Members or the Company. The discussion below does not purport to deal with the federal income tax consequences applicable to all categories of investors, some of which may be subject to special rules. The discussion focuses primarily upon investors who will hold the Units as “capital assets” within the meaning of the Code. You are advised to consult your own tax advisers with regard to the federal income tax consequences of acquiring, holding and disposing of the Units, as well as state, local and other tax consequences resulting from an investment in the Units.

Classification of the Company

The favorable tax treatment of the Company as a pass-through entity that is not subject to federal income tax depends upon the classification of the Company as a partnership and not as an association taxable as a corporation for federal income tax purposes.

Taxation of the Company and Members

Under federal income tax law, a partnership is not a taxable entity. Instead, items of partnership income, gain, loss, deduction or credit flow through to the partners. Each Member will be required to report on his income tax return each year his distributive share of the Company's income, gains, losses and deductions for that year, whether or not cash is actually distributed to him. Consequently, a Member may be allocated income from the Company although he has not received a cash distribution in respect of such income. A member’s ability to recognize their individual share of gain or loss may also be limited or precluded by their own tax situation.

Taxation of Gain and Loss on Sale

The Company will realize gain to the extent that the amount realized from the sale or other disposition of property exceeds the Company's adjusted basis. The Company will realize loss to the extent that the adjusted basis of property exceeds the amount realized by the Company, these gains and losses will generally be allocated to the Members at the time they are realized. At the time of the sale of certain Company assets, the Company may have its adjusted basis in such property be substantially less than the amount which will be realized, even though the Company may realize less than it paid for property, due to depreciation deductions. Thus, the sale of such property may not generate net proceeds distributable to the Members in amounts, if any, sufficient to pay their tax liabilities created thereby if the depreciated tax basis of property is significantly less than the remaining principal amount of related debt obligations.

In addition, upon the sale of Units by a Member, the excess, if any, of the amount realized on the sale over the Member's adjusted basis in the Units (which is computed on a per Unit basis with all other Units such Member may own) sold will be taxable gain to the Member. Since the amount realized on the disposition of Units includes the amount of nonrecourse debt allocable to such Units, the gain recognized may result in a tax liability in excess of the proceeds, if any, received by the Member from such disposition. Generally, if a Member holds his Units as capital assets, such gain will be taxed as capital gains. However, to the extent the Company holds "substantially appreciated inventory" or certain "unrealized receivables," the gain may be treated as ordinary income rather than capital gain.

Other Limitations on Use of Deductions and Losses

A Member's share of Company losses, if any, will not be allowed as a deduction to the extent such share exceeds the amount of the Member's adjusted tax basis in his Units. A Member's initial adjusted tax basis in his Units will generally be equal to the cash he has invested to purchase his Units. However, a Member’s basis in his Units is subject to change over time. Certain other Code Section (for example Code Section 465) may also limit the ability to take deductions.

Considerations for Foreign Investors

The Company is required to withhold tax with respect to a Member's allocable portion of the Company's "effectively connected taxable income" within the United States if the Member is a foreign person or entity. In general, the amount of tax to be withheld is: the applicable percentage equal to the highest appropriate tax rate. The Company can

be exempt from such withholding if the foreign Member certifies under penalty of perjury that it is not a foreign person as defined in the Code or Regulations.

Additional issues may arise pertaining to information reporting and backup withholding for foreign Members. Foreign Members should consult their tax advisers with regard to U.S. information reporting and backup withholding.

State and Local Taxes

The Company may be subject to State and local income, franchise, property, or other taxes in states and localities in which we do business or own property. Our tax treatment (and the tax treatment of our Members) in state and local jurisdictions may differ from the federal income tax treatment described above. The discussion in this Offering does not attempt to describe state and local tax effects applicable to the Company or the Members. Potential investors should consult their own tax advisors regarding these matters. Additionally, certain states impose an entity level tax on limited liability companies. In such case, payment of this tax would reduce cash availability for distribution.

Publicly Traded Company Rules

Section 7704 of The Code provides that a "publicly traded partnership" shall be treated as a corporation for federal income tax purposes unless such partnership has met and continues to meet certain requirements regarding the types of gross income received by such partnership. Section 7704 of the Code defines "publicly traded partnership" as any partnership if interests in such partnership are traded on an established securities market or are readily tradable on a secondary market or the substantial equivalent thereof. The Company believes that no interests in the Company (or any interests therein) are or will be traded on any national securities exchange registered under the Securities Exchange Act of 1934 or exempted from registration because of the limited volume of transactions, any local exchange, or any over-the-counter market (as defined for purposes of Section 7704 of the Code). In addition, the Company believes that transfers or assignments of Units (or any interest herein) will comply with the requirements of a "safe harbor" set forth in Treas. Reg. §1.7704-1.

If the requirements of such "safe harbor" are met, partnership interests will not be considered readily tradable on a secondary market or the substantial equivalent thereof. Therefore, we do not expect that we will be treated as a publicly traded partnership that is taxable as a corporation for federal income tax purposes. However, no assurance can be given that the Service will not issue future announcements providing that partnerships such as the Company constitute publicly traded partnerships for purposes of Section 7704 of the Code or that facts and circumstances will not develop which result in the Company being treated as a publicly traded partnership.

If the Company were classified as a publicly traded partnership taxable as a corporation, the Company would pay federal income tax at corporate rates on its net income, and distributions to the Members in general would be dividends to the extent of our earnings and profits, with distributions in excess thereof treated first as a return of capital and thereafter as capital gain. Such tax would result in a reduction in the amount of cash available for distribution to Members. Additionally, income allocable to tax-exempt Members would be treated as UBTI.

Section 754 Election to Adjust Basis upon Transfer

Section 754 of the Code permits a partnership to make an election to adjust the tax basis of the partnership's assets in the event of a transfer of a partnership interest. Depending on whether the transferee's tax basis was either greater or less than the transferor's tax basis, such an election could either increase the value of a partnership interest to the transferee (because the election would increase the tax basis of the partnership's assets for the purpose of computing the transferee's allocable share of partnership income, gains, deductions and losses) or decrease the value of a partnership

interest to the transferee because the election would decrease the tax basis of the partnership's assets in computing the transferee's share of depreciation. The Company Operating Agreement gives the Company Manager discretion regarding whether the Company will make the election permitted by Section 754 of the Code. The election once made is irrevocable without the consent of the Internal Revenue Service.

Alternative Minimum Tax

Depending on an investor's own tax situation, an investment in the Company could create or increase such investor's liability under the alternative minimum tax provisions applicable to corporations or individuals, as the case may be. The Company urges potential investors to consult their tax advisors in this regard.

Audits, Interest and Penalties

Under the Code, the Service is permitted to audit a partnership's tax returns instead of having to audit the individual tax returns' of the partners, so that a partner would be subject to determinations made by the Service or the courts at the partnership level. A partner is entitled to participate in such an audit, or in litigation resulting therefrom, only in limited circumstances. In the event that any audit results in a change in our return and an increase in the tax liability of a Member, there may also be imposed substantial amounts of nondeductible interest and penalties. In addition, the IRS may impose additional penalties under various sections of the Code.

Administrative Matters

The Company intends to furnish to each Member, certain tax information, including a Schedule K-1, which sets forth each Member's allocable share of our income, gain, loss, deductions and credits. The federal income tax information returns the Company files may be audited by the Service. Adjustments resulting from any such audit may require each Member to file an amended tax return, and possibly may result in an audit of the Member's own return. Any audit of a Member's return could result in adjustments of non-Company as well as Company items.

Companies are generally are treated as separate entities for purposes of federal tax audits, judicial review of administrative adjustments, and tax settlement proceedings. The tax treatment of partnership items of income, gain, loss, deduction and credit are determined at the partnership level in a unified partnership proceeding rather than in separate proceedings with the partners. The Company will serve as the "Partnership Representative" for these purposes. "Partnership Representative" has the meaning ascribed to it in the Company Operating Agreement. Any costs incurred by the Company in connection with any related judicial or administrative proceeding could reduce any anticipated yield on an investment in the Company.

The Partnership Representative will make certain elections on behalf of the Company and the Members and can extend the statute of limitations for assessment of tax deficiencies against Members with respect to Company items. In some circumstances, the Partnership Representative may bind a Member to a settlement with the Service.

A Member must file a statement with the Service identifying the treatment of any item on its federal income tax return that is not consistent with the treatment of the item on our return to comply with the requirement that all items be treated consistently on both returns. Intentional or negligent disregard of the consistency requirement may subject a Member to substantial penalties.

Possible Changes in Tax Laws

The statutes, regulations and rules with respect to all of the foregoing tax matters are constantly subject to change

by Congress and/or by the Department of the Treasury, and the interpretations of such statutes, regulations and rules may be modified or affected by judicial decision or by the Department of the Treasury. Because significant amendments have been made to the Code in recent years, and because of the continual changes made by Congress, the Department of the Treasury and the courts with respect to the administration and interpretation of the tax laws, no assurance can be given that the foregoing opinions and interpretations will be sustained or that tax aspects summarized herein will prevail and be available to the Members.

XIV. INVESTMENTS BY QUALIFIED PLANS AND INDIVIDUAL RETIREMENT ACCOUNTS

Certain investors in the Company may be subject to the fiduciary responsibility and prohibited transaction requirements of Employee Retirement Income Security Act of 1974, as amended **("ERISA"),** and/or related provisions of the Code. The following is a summary of some of the material fiduciary investment considerations that may apply to such investors under ERISA and the Code. This summary does not include all of the fiduciary investment considerations relevant to investors subject to ERISA and/or Section 4975 of the Code and should not be construed as legal advice or a legal opinion. Prospective investors should consult with their own counsel on these matters.

In considering an investment in the Units of any assets of a qualified plan, a fiduciary, taking into account the facts and circumstances of such qualified plan, should consider, among other things:

- whether the investment is in accordance with the documents and instruments governing such qualified plan;
- the definition of plan assets under ERISA (“Plan Assets”);
- whether the investment satisfies the diversification requirements of Section 404(a)(l)(C) of ERISA;
- whether the Company, the Manager or any of their affiliates is a fiduciary or a party in interest to the qualified plan;
- whether an investment in the Units may cause the qualified plan to recognize unrelated business taxable income, (“UBTI”), including any recourse debt taken on upon the Company or its affiliates; and
- the possibility that, in certain circumstances, pursuant to the terms and conditions of the Subscription Agreement, a portion of the assets may have to be liquidated from the Qualified Plan and invested in the Units in an individual name. If the Company receives more than 25% of its capital from Qualified Plans, then it may elect to be a Real Estate Operating Company (REOC) in order to qualify for an exemption from the Plan Asset Rule. To be a REOC, the Company must also have more than 50% of its Assets in deeded real estate, as opposed to notes secured by real estate. If the Company does not qualify to be a REOC then this exemption would not apply.

The prudence of a particular investment must be determined by the responsible fiduciary (usually the trustee, plan administrator or investment manager) with respect to each Qualified Plan, taking into account all of the facts and circumstances of the investment.

Tax exempt investors in the Company may be subject to the tax on UBTI with respect to certain income of the Company. In general, the Company's income would constitute UBTI since its income is derived from operating a trade or business rather than from interest, rent from real property, or gains from the disposition of assets. If UBTI is generated, tax form 990-T must be prepared and filed along with the appropriate amount of tax paid as required by IRS tax code. It is the responsibility of the Plan owner to file and report taxes on form 990-T. The risks of recognition of UBTI are particularly acute in respect of an investment by a charitable remainder trust (“CRT”).

ERISA provides that Units may not be purchased by a qualified plan if the Company, the Company Manager or any of their affiliates, is a fiduciary or party in interest (as defined in Sections 3(21) and 3(14) of ERISA) to the plan unless

such purchase is exempt from the prohibited transaction provisions of Section 406 of ERISA. Under ERISA, it is the responsibility of the fiduciary responsible for purchasing the Units not to engage in such transactions. Section 4975 of the Code has similar restrictions applicable to transactions between disqualified persons and qualified plans or IRAs, which could result in the imposition of excise taxes on the Company and other penalties, unless and until such a prohibited transaction is corrected.

In the case of an IRA, if the Company, the Company Manager or any of their affiliates, is a disqualified person with respect to the IRA, the purchase of the Units by the IRA could cause the entire value of the IRA to be taxable to the IRA sponsor. Penalties arising out of prohibited transactions can also rise to a 100% tax on the amount involved. Section 406 of ERISA and Code Section 4975 also prohibit qualified plans from engaging in certain transactions with specified parties involving Plan Assets. Code Section 4975 also prevents IRAs from engaging in such transactions. One of the transactions prohibited is the furnishing of services between a plan and a “party in interest” or a “disqualified person.” Included in the definition of “party in interest” under Section 3(14) of ERISA and the definition of “disqualified person” in Code Section 4975(e)(2) are “persons providing services to the plan.” If the Company, the Company Manager, or certain entities and individuals related to them have previously provided services to a benefit plan investor, then the Company, or the Company Manager could be characterized as a “party in interest” under ERISA and/or a “disqualified person” under the Code with respect to such benefit plan investor. If such a relationship exists, it could be argued that the Company or affiliate of the Company or the Company Manager is being compensated directly out of Plan Assets for the provision of services (i.e. establishment of the Offering and making it available as an investment to the qualified plan). If this were the case, absent a specific exemption applicable to the transaction, a prohibited transaction could be determined to have occurred between the qualified plan and the affiliate of the Company or the Company Manager.

Definition of Plan Assets

ERISA and the Code impose various duties and restrictions with respect to the investment, management and disposition of plan assets. ERISA and the Code do not, however, define the term "plan assets," particularly in the context of pooled investment funds and other vehicles in which a plan may invest. The U.S. Department of Labor has, however, published the Plan Asset Regulation which generally provides that when a plan, including an individual retirement account ("IRA"), acquires an equity interest in an entity that is neither a "publicly-offered security" nor a security issued by an investment partnership registered under the Investment Company Act of 1940, as amended, the plan's assets will include both the equity interest in the entity and an undivided interest in each of the underlying assets of the entity (the **"Look-Through Rule"**) unless it is established that, as relevant to the Company, ownership of each class of equity interests in the entity by benefit plan investors" has a value in the aggregate of less than 25% of the total value of such class of equity interests that are outstanding (not counting interests held by the general partner of the entity and its affiliates). A benefit plan investor is defined to include not only plans that are subject to ERISA but also other employee benefit and retirement arrangements (e.g. government plans, foreign employee benefit plans and IRAs), as well as entities that hold plan assets (e.g. group trusts and certain funds of funds). In certain circumstances, an investment by an insurance company of the assets of its general account or of a separate account may he treated as investment by a benefit plan investor, to the extent the assets held in such accounts are attributable to employee benefit plans. For purposes of the 25% limit, ownership by benefit plan investors is required to be tested immediately after each acquisition of an equity interest in the entity.

If the Company receives more than 25% of its capital from Qualified Plans, then it may elect to be a Real Estate Operating Company (REOC) in order to qualify for an exemption from the 25% limitation. To be a REOC, the Company must also have more than 50% of its Assets in deeded real estate, as opposed to notes secured by real estate. If the Company does not qualify to be a REOC then it must comply with the 25% limitation.

If the assets of the Company are deemed to be "plan assets" of a plan that is a Member, Subtitle A and Parts 1 and 4 of Subtitle B of Title I of ERISA and Section 4975 of the Code will extend to investments made by the Company. This would result, among other things, in: (i) the application of the prudence and other fiduciary standards of ERISA (which impose liability on fiduciaries) to investments made by the Company, which could materially affect the operations of the Company; (ii) potential liability for persons having investment discretion over the assets of an ERISA-covered plan investing in the Company should investments made by the Company not conform to ERISA' s prudence and fiduciary standards under Part 4 of Subtitle B of Title I of ERISA, unless certain conditions are satisfied; and (iii) the possibility that certain transactions that the Company might enter into in the ordinary course of its business might constitute "prohibited transactions" under ERISA and the Code. A prohibited transaction, in addition to imposing potential personal liability upon fiduciaries of employee benefit plans, may also result in the imposition of an excise tax under the Code upon disqualified persons with respect to the employee benefit plans and other penalties.

The Company intends to limit investment by benefit plan investors to less than 25% of any class of Units so that it will qualify for an exemption from the Plan Asset Regulation's Look-Through Rule. As discussed above, by limiting the investment in the Company by benefit plan investors to less than 25%, the underlying assets of the Company will not be treated as plan assets and the Look-Through Rule will not apply to the Company by virtue of such investment. The Company may, in its sole and absolute discretion, reject subscriptions for Units made by benefit plan investors and/or prevent transfers of Units, each to the extent that the investment or transfer would result in the Company exceeding this 25% limit. In addition, because the 25% limit is to be calculated upon every subscription to or transfer, withdrawal or redemption from the Company, the Company has the authority to require the redemption of all or some of the Units held by any benefit plan investor if the continued holding of such Units, in the opinion of the Company Manager, in its sole and absolute discretion, would result in the Company being subject to ERISA. Such redemption could result in a lower than expected return on any such redeemed benefit plan investor's investment in the Company.

Qualified plans and other tax-exempt entities should consult their own tax advisors with regard to the tax issues unique to such entities, including, but not limited to, issues relating to classification of the underlying properties of the Company as plan assets, unrelated business taxable income and required distributions. We can offer no assurance that the IRS will not take positions adverse to the Company on these or any other issue.

Need for Independent Advice

The tax matters relating to the Company and its proposed transactions are complex and subject to various interpretations. The foregoing is not intended as a substitute for careful tax planning, particularly since the tax consequences of an investment in the Company may not be the same for all investors. Accordingly, the Company urges potential investors to consult their tax advisors prior to investing in the Company.

XV. REPORTS

The Company will furnish the following reports, statements and tax information to each Member:

Tax Information: The Company intends send to each Member such tax information as shall be necessary for the preparation of federal income tax returns, state income tax returns, and any other tax returns required by any other applicable jurisdiction, if any.

Financial Information: Attached as Exhibit B is a balance sheet of the Company.

XVI. ADDITIONAL INFORMATION

The Company will afford the potential investors in the Units the opportunity to obtain any additional information to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense that is necessary to verify the information in this Memorandum.

All potential investors in the Units are entitled to review copies of any other material or non-material agreements relating to the Units described in this Memorandum, if any. In the Subscription Agreement, you will represent that you are completely satisfied with the results of your pre-investment due diligence activities.

EXHIBIT A: OPERATING AGREEMENT

(ATTACHED)

EXHIBIT B: ARTICLES OF ORGANIZATION

EXHIBIT C: FEES AND MANGEMENT COMPENSATION

Fees paid to the Managing Members				
Description	**Frequency**	**Description**	**When Earned**	**Amount**
Expense Reimbursement	On startup and incidentally thereafter	Payment of documented out-of -pocket expenses paid by the Manager.	Startup reimbursements due on breaking of impounds, or incidentally thereafter.	Indeterminate
Sponsorship Fee	One-time Fee	Compensation to the Manager for conducting due diligence on the Property, assigning the Sale Agreement, acquiring the property, and services for finalizing the purchase of the property.	Upon purchase of the Property.	1.5% of the total project cost
Project Management Fee	One-time Fee	Compensation to the Manager for the development and construction of the facility	Upon purchase of the Property.	1.5% of the total project cost.
Property Management Fee	Recurring, monthly Fee	Compensation for management of the Property.	During Property operations and capital improvements.	5% of Gross Operating Income.
Asset Management Fee	Recurring monthly Fee	Compensation to the Manager for its efforts in managing the investment	During Property operations and capital improvements.	1% Gross Operating Income

EXHIBIT D: FINANCIAL STATEMENTS

Audited Balance Sheet As of 3/1/19		
ASSETS		
Current Assets	$0	
TOTAL ASSETS		**$0**
LIABILITIES & OWNER'S EQUITY		
Liabilities	$0	
Current Liabilities		$0
Total Liabilities		
Equity		
Owner's Equity	$0	
Total Equity		$0
TOTAL LIABILITIES & OWNER'S EQUITY		**$0**

Balance Sheet at Closing Date As of 3/15/19		
ASSETS		
Current Assets	$2,300,000	
TOTAL ASSETS		**$2,300,000**
LIABILITIES & OWNER'S EQUITY		
Liabilities	$0	
Current Liabilities		$0
Total Liabilities		
Equity		
Owner's Equity	$2,300,000	
Total Equity		$2,300,000
TOTAL LIABILITIES & OWNER'S EQUITY		**$2,300,000**