CONFIDENTIAL
NOT TO BE REPRODUCED OR REDISTRIBUTED

PRIVATE PLACEMENT MEMORANDUM

DF VILLAGE CREEK PARTNERS, LLC

750 B Street, Suite 1930
San Diego, CA 92101

This memorandum (the "Memorandum") has been prepared on a confidential basis, solely for the benefit of selected qualified investors, in connection with the private placement of securities of DF VILLAGE CREEK PARTNERS, LLC. This Memorandum and the information contained herein may not be reproduced or used for any other purpose without the express written consent of DF VILLAGE CREEK PARTNERS, LLC.

Prospective purchasers of the securities offered hereby should read the entire Memorandum carefully. This offering involves a high degree of risk and the Units should be purchased only by persons who can afford to risk loss of their entire investment. Investors should consider, among other things, the risk factors set forth in the Memorandum before purchasing the securities offered hereby.

October 25, 2022

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM
DF VILLAGE CREEK PARTNERS, LLC

Up to 1,500 Units of Membership Interest

$1,000 per Unit

Minimum Purchase of $50,000

DF VILLAGE CREEK PARTNERS, LLC, a Delaware limited liability company (the "**Company**"), is offering to sell up to 1,500 common units (the "**Units**") of membership interest in the Company at a price of $1,000 per Unit to selected accredited investors (the "**Offering**"). Unless otherwise determined by the Manager (defined below), in its sole discretion, each investor must subscribe for a minimum of 50 Units, and additional investment must be in whole unit increments.

The Company's primary investment objective is to invest in P10 HGH-Village Creek, LLC, a Texas limited liability company (the "**Project Entity**"), for the purpose of owning and remodeling a multifamily housing project known as the "Village Creek Apartments" and located at approximately 2800 Briery Dr., Fort Worth, Texas 76119 (the "**Project**"). The Company will be managed by DiversyFund, Inc., a Delaware corporation (the "**Manager**") and the Project Entity will be managed by Obsidian Capital Co., LLC, a Texas limited liability company ("**Obsidian**") unrelated to the Manager. The Project will be owned by the Project Entity, and, other than the Company's minority ownership interest in the Project Entity, the Company will not directly own any real property or assets.

The Project is currently owned by the Project entity and co-managed by Obsidian and Hunt Group Holdings, LLC, which acquired it in 2018. The REIT (defined below) will purchase 9,547 Class A Units in the Project Entity from Hunt Group Holdings, LLC and Realty Mogul 120, LLC, which units at the time of the purchase will be 100% of the Project Entity's Class A Units and 95.47% of the Project Entity's total percentage interests (the "**REIT Share Purchase**"). After the REIT Share Purchase, Obsidian will remain the manager of the Project Entity and will own 4.53% of the Project Entity's total percentage interests.

The Company will contribute the capital necessary to become a minority owner of the Project Entity and is expected to purchase approximately 27.13% of the Class A Units of the Project Entity (approximately 25.90% of the Project Entity's total percentage interests) from the REIT (the "**Company Share Purchase**") after the REIT Share Purchase is completed. Upon the Company Share Purchase, the remaining Units of the Project Entity will be owned as follows: (i) DF Growth REIT, LLC, a Delaware limited liability company ("**REIT**"), an affiliate of the Manager, will own approximately 72.87% of the Project Entity's Class A Units (approximately 69.57% of the Project Entity's total percentage interests), and (ii) Obsidian, will own all (100%) of the Project Entity's Class B Units (approximately 4.53% of the Project Entity's total percentage interests). REIT and the Manager are affiliates, as the Manager is the sole manager of REIT's manager, DF Manager, LLC, a Delaware limited liability company ("**REIT Manager**").

The Units offered pursuant to this Offering shall remain available for purchase until one year from the date of this Memorandum, provided that this Offering may be either extended or earlier terminated in the sole discretion of the Manager ("**Closing**"). INVESTMENT IN THE UNITS AND THIS OFFERING INVOLVES A HIGH DEGREE OF RISK AND NO INVESTMENT SHALL BE MADE, UNLESS YOU ARE ABLE TO LOSE YOUR ENTIRE INVESTMENT. THE UNITS HAVE LIMITED VOTING RIGHTS AND LIMITED LIQUIDATION RIGHTS TO THE ASSETS OF THE COMPANY. NEITHER

THE UNITS NOR THE COMPANY'S MINORITY OWNERSHIP INTEREST IN THE PROJECT ENTITY ARE DIRECETLY SECURED BY REAL ESTATE OR ANY OTHER ASSET. NEITHER THE SECURITIES AND EXCHANGE COMMISSION ("**SEC**") NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM. THE SECURITIES DESCRIBED HEREIN HAVE NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), NOR UNDER THE SECURITIES ACTS OF ANY STATES.

Certain Matters Concerning the Offering

THE INFORMATION CONTAINED IN THIS CONFIDENTIAL OFFERING MEMORANDUM (THE "MEMORANDUM") IS CONFIDENTIAL AND PROPRIETARY TO COMPANY. IT IS BEING SUBMITTED TO PROSPECTIVE INVESTORS SOLELY FOR SUCH INVESTORS' CONFIDENTIAL USE, WITH THE EXPRESS UNDERSTANDING THAT, WITHOUT THE PRIOR PERMISSION IN WRITING FROM THE MANAGER, PROSPECTIVE INVESTORS WILL NOT DISCLOSE OR DISCUSS THIS DOCUMENT OR THE INFORMATION CONTAINED HEREIN WITH ANY OTHER PERSON OTHER THAN PERSONS AUTHORIZED BY THE MANAGER, COPY THIS DOCUMENT OR ANY PORTION OF IT OR USE ANY INFORMATION CONTAINED HEREIN FOR ANY PURPOSE OTHER THAN EVALUATING A POTENTIAL INVESTMENT IN THE UNITS BEING OFFERED HEREBY. YOU AGREE TO THE FOREGOING BY ACCEPTING DELIVERY OF THIS MEMORANDUM.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY BY ANYONE IN ANY STATE IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO, TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION, OR TO ANY PERSON OTHER THAN THE OFFEREE TO WHOM THIS MEMORANDUM HAS BEEN DELIVERED.

DISTRIBUTION OF THE UNITS WILL BE MADE BY THE MANAGER ONLY TO INVESTORS MEETING CERTAIN SUITABILITY STANDARDS. THE UNITS ARE BEING OFFERED SUBJECT TO PRIOR SALE, WITHDRAWAL, CANCELLATION OR MODIFICATION OF THE OFFER AND TO FURTHER CONDITIONS SET FORTH HEREIN. ONLY THOSE UNITS DESCRIBED HEREIN WILL BE SOLD. THE MANAGER RESERVES THE RIGHT, IN ITS ABSOLUTE DISCRETION, TO DECIDE WHICH SUBSCRIPTIONS WILL BE ACCEPTED AND WHICH WILL BE REJECTED, AND TO ALLOT TO ANY INVESTORS FEWER THAN THE NUMBER OF UNITS SUBSCRIBED FOR BY SUCH INVESTOR.

NO DEALER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED IN CONNECTION WITH THIS OFFERING TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MAY NOT BE RELIED UPON. PROSPECTIVE INVESTORS ARE ADVISED TO CONDUCT THEIR OWN THOROUGH INVESTIGATION OF COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED, BEFORE MAKING AN INVESTMENT IN THE SECURITIES. PRIOR TO THE SALE OF THE SECURITIES, COMPANY WILL PROVIDE PROSPECTIVE INVESTORS THE OPPORTUNITY TO ASK QUESTIONS AND TO OBTAIN ANY ADDITIONAL INFORMATION CONCERNING COMPANY AND THE TERMS AND CONDITIONS OF THE OFFERING THAT THEY WISH TO OBTAIN.

THE COMPANY DOES NOT INTEND TO REGISTER AS AN INVESTMENT COMPANY UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT"), IN RELIANCE UPON THE EXCEPTION AFFORDED BY SECTION 3(c)(1) OF THE INVESTMENT COMPANY ACT. IN GENERAL, SECTION 3(c)(1) EXCLUDES FROM THE DEFINITION OF "INVESTMENT COMPANY" ANY ISSUER WHOSE OUTSTANDING SECURITIES ARE BENEFICIALLY OWNED BY NOT MORE THAN 100 PERSONS AND

WHICH DOES NOT ENGAGE IN A PUBLIC OFFERING OF SECURITIES. HOWEVER, FOR PURPOSES OF COUNTING THE NUMBER OF PERSONS HOLDING OUR SECURITIES, WE ARE REQUIRED TO INCLUDE THE BENEFICIAL OWNERS OF THE OUTSTANDING SECURITIES OF ALL ENTITIES THAT (I) OWN OR WILL OWN 10% OR MORE OF OUR "VOTING SECURITIES" AND (II) WOULD THEMSELVES BE "INVESTMENT COMPANIES" BUT FOR THE EXCEPTIONS PROVIDED BY SECTION 3(c)(1) OR 3(c)(7) OF THE INVESTMENT COMPANY ACT.

THE SECURITIES OFFERED HEREBY ARE BEING OFFERED AND WILL BE SOLD IN RELIANCE ON THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT PROVIDED IN SECTION 4(2) AND RULE 506(c) OF REGULATION D TO A LIMITED NUMBER OF INVESTORS THAT ARE "ACCREDITED INVESTORS" WITHIN THE MEANING OF RULE 501(A) OF REGULATION D UNDER THE SECURITIES ACT AND THAT HAVE SUFFICIENT KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS TO BE CAPABLE OF EVALUATING THE MERITS AND RISKS OF INVESTING IN THE SECURITIES.

THIS INVESTMENT IS SUITABLE ONLY FOR INVESTORS OF SUBSTANTIAL NET WORTH THAT ARE WILLING AND HAVE THE FINANCIAL CAPABILITY TO BEAR THE ECONOMIC RISK OF AN INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THERE IS NO PUBLIC TRADING MARKET FOR THE SECURITIES NOR IS IT CONTEMPLATED THAT ONE WILL DEVELOP IN THE FORESEEABLE FUTURE. ANY TRANSFER OR RESALE OF THE UNITS OR ANY INTEREST OR PARTICIPATION THEREIN WILL BE SUBJECT TO RESTRICTIONS UNDER THE SECURITIES ACT AND AS PROVIDED IN THE OPERATING AGREEMENT.

PURCHASERS OF THE UNITS WILL BE REQUIRED TO MAKE (PURSUANT TO A SUBSCRIPTION AGREEMENT AND INVESTOR QUESTIONNAIRE DELIVERED TO COMPANY) CERTAIN ACKNOWLEDGMENTS, REPRESENTATIONS AND AGREEMENTS UPON INITIAL ISSUANCE, INCLUDING REPRESENTATIONS WITH RESPECT TO THEIR NET WORTH OR INCOME AND THEIR AUTHORITY TO MAKE SUCH INVESTMENT, AS WELL AS REPRESENTATIONS THAT THEY ARE FAMILIAR WITH AND UNDERSTAND THE TERMS, CONDITIONS AND RISKS OF THIS OFFERING.

CERTAIN OF THE TERMS OF THE SUBSCRIPTION AGREEMENT AND OTHER DOCUMENTS ARE DESCRIBED HEREIN. THESE DESCRIPTIONS DO NOT PURPORT TO BE COMPLETE AND EACH SUMMARY DESCRIPTION IS SUBJECT TO, AND QUALIFIED IN ITS ENTIRETY BY REFERENCE TO, THE ACTUAL TEXT OF THE RELEVANT DOCUMENT. THE TERMS OF THE PURCHASE OF THE UNITS OFFERED HEREIN WILL BE SET FORTH IN A SUBSCRIPTION AGREEMENT AND A LIMITED LIABILITY COMPANY OPERATING AGREEMENT. ANY PURCHASE OF UNITS SHOULD BE MADE ONLY AFTER A COMPLETE AND THOROUGH REVIEW OF THE PROVISIONS OF SUCH AGREEMENTS. IN THE EVENT THAT ANY OF THE TERMS, CONDITIONS OR OTHER PROVISIONS OF THE AGREEMENTS IS INCONSISTENT WITH OR CONTRARY TO THE DESCRIPTION OF TERMS IN THIS MEMORANDUM, SUCH AGREEMENTS WILL GOVERN.

THIS OFFERING INVOLVES A HIGH DEGREE OF RISK AND POTENTIALLY SUBSTANTIAL FEES TO THE MANAGER AND/OR ITS AFFILIATES. SEE "RISK FACTORS."

AN INDEPENDENT INVESTIGATION SHOULD BE UNDERTAKEN BY EACH INVESTOR REGARDING THE SUITABILITY OF HIS, HER OR ITS INVESTMENT IN THE UNITS. OFFEREES ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM OR ANY INFORMATION MADE AVAILABLE AS DESCRIBED BELOW AS LEGAL OR TAX ADVICE. EACH INVESTOR SHOULD CONSULT HIS, HER OR ITS OWN COUNSEL, ACCOUNTANT OR BUSINESS ADVISOR AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING THE PURCHASE OF THE UNITS.

THE MARKET, FINANCIAL AND OTHER FORWARD-LOOKING INFORMATION PRESENTED IN THIS MEMORANDUM REPRESENTS THE SUBJECTIVE VIEWS OF THE MANAGER OF COMPANY, AND IS BASED ON ASSUMPTIONS THE MANAGER BELIEVES ARE REASONABLE BUT THAT MAY OR MAY NOT PROVE TO BE CORRECT. THERE CAN BE NO ASSURANCE THAT THE MANAGER'S VIEWS ARE ACCURATE OR THAT THE MANAGER'S ESTIMATES WILL BE REALIZED, AND NOTHING CONTAINED HEREIN IS OR SHOULD BE RELIED ON AS A PROMISE AS TO THE FUTURE PERFORMANCE OR CONDITION OF COMPANY. INDUSTRY EXPERTS MAY DISAGREE WITH THESE ASSUMPTIONS AND WITH THE MANAGER'S VIEW OF THE MARKET AND THE PROSPECTS FOR COMPANY.

INVESTORS USING ASSETS SUBJECT TO THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 ("ERISA") OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986 (THE "CODE") SHOULD NOT ACQUIRE OR HOLD THE UNITS UNLESS SUCH ACQUISITION OR HOLDING IS EXEMPTED FROM THE PROHIBITED TRANSACTION RESTRICTIONS OF ERISA AND THE CODE.

INVESTORS WHOSE AUTHORITY IS SUBJECT TO LEGAL INVESTMENT RESTRICTIONS SHOULD CONSULT THEIR OWN LEGAL ADVISORS TO DETERMINE WHETHER, AND IF SO, TO WHAT EXTENT, THE UNITS WILL CONSTITUTE LEGAL INVESTMENTS FOR THEM.

THIS MEMORANDUM HAS NOT BEEN REVIEWED BY, AND THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY, THE SEC, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY. THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS MEMORANDUM PRESENTS INFORMATION WITH RESPECT TO COMPANY AS OF THE DATE HEREOF. THE DELIVERY OF THIS MEMORANDUM AT A TIME AFTER THE DATE ON THE COVER DOES NOT IMPLY THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THAT DATE.

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Conditions to Receiving this Memorandum

By accepting delivery of this Memorandum, you understand and agree to comply with the following:

- the information contained herein is confidential;
- you will not make any photocopies of this Memorandum or any related documents;
- you will not distribute this Memorandum or disclose any of its contents to any persons other than to those persons, if any, that you retain to advise you with respect to its contents;
- you will review this Memorandum, including statistical, financial and other numerical data, with your legal, regulatory, tax, accounting, investment or other advisors. Neither the Company nor the Manager intends in this Memorandum to furnish legal, regulatory, tax, accounting, investment or other advice;
- the Manager may reject any offer to purchase Units, in whole or in part, for any reason; and
- if you do not purchase Units or if the Offering is terminated, on request of the Company or the Manager, you will return this Memorandum and all attached documents to the address set forth below.

Notwithstanding the foregoing or any other express or implied agreement or understanding to the contrary, you and your employees, representatives and other agents are authorized by Company, the Manager, each of their respective affiliates and each person acting on behalf of the Company or the Manager, to disclose the tax aspects and structure (insofar as the structure may be relevant to the tax aspects) of this transaction to any and all persons, without limitation of any kind. You may disclose all materials of any kind (including opinions or other tax analyses) to the extent (but only to the extent) that they relate to the tax aspects and structure (insofar as the structure may be relevant to the tax aspects) of this transaction. This authorization is not intended to permit disclosure of any other information including without limitation: (i) any portion of any materials to the extent not related to the tax aspects or the structure of the transaction; (ii) the identities of participants or potential participants in the transaction; (iii) the existence or status of any negotiations; (iv) any financial information relating to the Company, the Manager or their respective affiliates; or (v) any other term or detail not related to the tax aspects or the structure of the transaction.

This Memorandum has been prepared for use by a limited group of accredited investors to consider the purchase of Units in the Company. The Company reserves the right to modify or terminate the offering process at any time.

The Manager should be the sole point of contact for the solicitation process and will assist prospective investors in their review of the Company. All inquiries should be directed to:

DIVERSYFUND, INC.
Attention: Legal
Email: legal@diversyfund.com

Phone: (858) 430-8528

Important Notice About Information in this Memorandum

The Company and the Manager will provide to each prospective purchaser prior to that investor's purchase of any Unit the opportunity to ask questions of, and receive answers and pertinent documentation from, the Company and the Manager concerning the Company, the Manager and their respective affiliates, the terms and conditions of the Offering and any other relevant matters, including additional information to verify the accuracy of the information set forth herein. By purchasing Units, you will be deemed to have represented and warranted that you have been provided this opportunity and have received the information requested.

This Memorandum contains summaries of certain documents believed to be accurate, but reference is hereby made to the actual documents for complete information concerning the rights and obligations of the parties thereto. Copies of such documents not otherwise provided in this Memorandum are available at the office of the Manager and all such summaries are qualified in their entirety by reference to these documents. Supplements, if any, to the material contained in this Memorandum will be attached hereto. Prospective investors should review the material contained in this Memorandum and the information contained in any such supplements.

This Memorandum has been prepared by the Company solely for use in connection with the initial offer and sale of the Units as described herein. It constitutes an offer only to the prospective purchaser to whom the offer was delivered by the Company or the Manager and not to the public generally. No person has authorized the use of or assumed any liability for this Memorandum in connection with any offer or sale of the Units other than the offer and sale by the Company to an initial purchaser of the Units.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Before purchasing any of the Units described in this Memorandum, you should read the section entitled "Risk Factors" in this Memorandum carefully. You should be prepared to accept any and all risks associated with purchasing the Units, including a complete loss of your investment.

Information contained in this Memorandum (including all attachments to this Memorandum) contains "forward-looking statements." Forward-looking statements reflect the Company's current expectations or forecasts of future events. Forward-looking statements can be identified by forward-looking terminology, including, but not limited to, the following words: "will," "intend," "plan," "seek," "estimate," "aim," "target," "project," "forecast," "predict," "potential," "believe," "expect," "may," "could," "should," or "anticipates" or, in each case, the negative thereof or other variations thereon or comparable terminology, or by discussions of strategy. The matters identified in the "Risk Factors" section constitute cautionary statements identifying important factors with respect to forward-looking statements, including certain risks and uncertainties. Other factors could also cause actual results to vary materially from the future results covered in the forward-looking statements contained herein.

Any projections, estimates or other forecasts contained in this Memorandum are forward-looking statements that have been prepared by the Company and are based on assumptions that the Company believes are reasonable. Projections are necessarily speculative in nature, and it can be expected that some or all of the assumptions underlying the projections will not materialize or will vary significantly from

actual results. Accordingly, the projections are only an estimate. Actual results may vary from the projections, and the variations may be material.

Forward-looking statements relate only to events as of the date on which the statements are made. None of the Company, the Manager or any of their respective affiliates has any obligation to update or otherwise revise any projections, including any revisions to reflect changes in economic conditions or other circumstances arising after the date hereof or to reflect the occurrence of unanticipated events, even if underlying assumptions do not come to fruition.

PRIVACY NOTICE

Current regulations require issuers of securities (including the Company) to provide their investors with an initial and annual privacy notice describing the issuer's policies regarding the sharing of information about their investors. In connection with this requirement, we are providing this Privacy Notice to each of our investors.

We do not disclose nonpublic personal information about our investors or former investors to third parties other than as described below.

We collect information about you (such as name, address, social security number, assets and income) from our discussions with you, from documents that you may deliver to us (such as subscription documents) and in the course of providing services to you. In order to maintain your capital accounts and the operations of the Company, we may provide your personal information to our affiliates and to firms that assist us in maintaining your capital accounts that may have a need for such information, such as our financial institutions, attorneys, auditors, accountants, or tax professionals. We do not otherwise provide information about you to outside firms, organizations or individuals except as required or permitted by law. Any party that receives this information will use it only for the services required and as allowed by applicable law or regulation, and is not permitted to share or use this information for any other purpose.

These materials are for the personal use of the person whose name appears above and are not to be transferred or electronically forwarded to any other person.

TABLE OF CONTENTS

APPENDICES

WHO MAY INVEST

We will offer and sell the Units in reliance on an exemption from the registration requirements of the Securities Act and state laws, under Rule 506(c) of the Securities Act. Accordingly, distribution of the Memorandum has been strictly limited to persons who meet the requirements and make the representation set forth below. We reserve the right, in our sole discretion, to reject any subscription based on any information that may become known or available to us about the suitability of an investor or for any other reason.

An investment in the Units involves a high degree of risk and is suitable only for persons of substantial financial means who have no need for liquidity in this investment. Only investors who (i) purchase the minimum Membership Interest amount set forth in the Memorandum, and (ii) represent in writing that they meet the investor suitability requirements set by us and as may be required under federal or state law, may acquire Units. The written representation you make will be reviewed to determine your suitability.

The investor suitability requirements stated below represent minimum suitability requirements established by the Company. However, your satisfaction of these requirements will not necessarily mean that the Units are a suitable investment for you, or that we will accept you as an investor. Furthermore, we may modify such requirements in our sole discretion, and such modification may raise the suitability requirements for investors.

You must represent in writing that you meet certain requirements, including, but not limited to, all of the following requirements (the "**Investor Suitability Requirements**"):

(1) You have received, read and fully understand the Memorandum and are basing your decision to invest on the information contained in the Memorandum. You have relied only on the information contained in the Memorandum and have not relied on any representations made by any other person;

(2) You understand that an investment in the Units is highly speculative and involves substantial risks and you are fully cognizant of and understand all of the risks relating to an investment in the Units, including those risks discussed in the "Risk Factors" section of the Memorandum;

(3) Your overall commitment to investments that are not readily marketable is not disproportionate to your individual net worth, and your investment in the Units, will not cause such overall commitment to become excessive;

(4) You have adequate means of providing for your financial requirements, both current and anticipated, and have no need for liquidity in this investment;

(5) You can bear and are willing to accept the economic risk of losing your entire investment in the Units;

(6) You are acquiring the Units for your own account and for investment purposes only and have no present intention, agreement or arrangement for the distribution, transfer, assignment, resale, or subdivision of the Units;

(7) You have such knowledge and experience in financial and business matters that you are capable of evaluating the merits of investing in the Units and have the ability to protect your own interests in connection with such investment; and

(8) Notwithstanding anything to the contrary in this Memorandum (including subsection (9) below), you are not (a) an investment company under the Investment Company Act of 1940 ("**Investment Company Act**"), (b) a private investment company that avoids registration and regulation under the Investment Company Act on the exclusion provided by Section 3(c)(1), or (c) a private investment company that avoids registration and regulation under the Investment Company Act on the exclusion provided by Section 3(c)(7).

(9) You are an "Accredited Investor" as defined in Rule 501(a) of Regulation D under the Securities Act. An "**Accredited Investor**" is any:

(a) Natural person that:

(i) has an individual net worth, or joint net worth with their spouse, or spousal equivalent, of more than $1,000,000;

(ii) has an individual income in excess of $200,000, or joint income with their spouse or spousal equivalent in excess of $300,000, in each of the two most recent years and has a reasonable expectation of reaching the same income level in the current year; or

(iii) holds, in good standing: (1) a General Securities Representative (Series 7) license, (2) an Investment Adviser Representative (Series 65) license, (3) a Private Securities Offerings Representative (Series 82), or (4) or other professional certification or designation or credential from an accredited educational institution that the SEC has designated as qualifying a natural person for accredited investor status;

(b) Corporation, partnership, limited liability company, Massachusetts or similar business trust, or organization described in Section 501(c)(3) of the Internal Revenue Code (the "**Code**"), not formed for the specific purpose of acquiring the Units, with total assets over $5,000,000;

(c) Trust with total assets over $5,000,000, not formed for the specific purpose of acquiring Units and whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of an investment in the Units as described in Rule 506(b)(2)(ii) under the Securities Act;

(d) Entity (i) of a type not listed herein, owning investments in excess of $5,000,000, that is not formed for the specific purpose acquiring the Units, or (ii) in which all of the equity owners are Accredited Investors;

(e) Broker-dealer registered under Section 15 of the Securities and Exchange Act of 1934, as amended;

(f) Investment company registered under the Investment Company Act or a business development company (as defined in Section 2(a)(48) of the Investment Company Act);

(g) Small business investment company licensed by the Small Business Administration under Section 301 (c) or (d) of the Small Business Investment Act of 1958, as amended;

(h) Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act;

(i) Employee benefit plan within the meaning of ERISA, if the investment decision is made by a plan fiduciary (as defined in Section 3(21) of ERISA), which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are Accredited Investors;

(j) Private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended (the "**Investment Advisers Act**");

(k) Bank as defined in Section 3(a)(2) of the Securities Act, any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity, or any insurance company as defined in Section 2(13) of the Securities Act;

(l) Plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets of more than $5,000,000; or

(m) Investment adviser (i) registered pursuant to the Investment Advisers Act or the laws of any state, or (ii) relying on the exemption from registering with the SEC under section 203(l) or (m) of the Investment Advisers Act.

(n) "Family Office," as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act, (i) that is not formed for the specific purpose of acquiring the securities being offered, (ii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that the family office capable of evaluating the merits and risks of the prospective investment in the Units, and (iii) with assets under management in excess of $5,000,000; and

(o) "Family Client" as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act, of a family office meeting the requirements above and whose prospective investment in the Company is directed by the family office pursuant to (p)(iii) above.

For purposes of calculating your net worth, "net worth" means the excess of total assets at fair market value (including personal and real property, but excluding the estimated fair market value of your primary home) over total liabilities. Total liabilities excludes any mortgage on the primary home in an amount of up to the home's estimated fair market value as long as the mortgage was incurred more than 60 days before the securities were purchased, but includes (i) any mortgage amount in excess of the home's fair market value and (ii) any mortgage amount that was borrowed during the 60-day period before the closing date for the sale of securities for the purpose of investing in the securities. In the case of fiduciary accounts, the net worth and/or income suitability requirements must be satisfied by the beneficiary of the

account, or by the fiduciary, if the fiduciary directly or indirectly provides funds for the purchase of the Units.

In addition, the SEC has issued certain no action letters and interpretations in which it deemed certain trusts to be Accredited Investors, such as trust where the trustee is a bank as defined in Section 3(a)(2) of the Securities Act and revocable grantor trusts established by individuals who meet the requirements of clause (i) or (ii) of the first sentence of this paragraph (h). However, these no-action letters and interpretations are very fact specific and should not be relied upon without close consideration of your unique facts.

SUMMARY OF THE OFFERING

IN THIS SUMMARY, SELECTED INFORMATION IS HIGHLIGHTED REGARDING THE UNITS AND THE OFFERING. THE SUMMARY DOES NOT CONTAIN ALL THE INFORMATION INVESTORS NEED TO CONSIDER IN MAKING AN INVESTMENT IN THE COMPANY. TO UNDERSTAND THE TERMS OF THE UNITS, READ THIS ENTIRE MEMORANDUM AND REVIEW COPIES OF EACH OF THE DOCUMENTS ATTACHED AS APPENDICES OR REFERENCED HEREIN.

Company	DF VILLAGE CREEK PARTNERS, LLC, a Delaware limited liability company (the "**Company**"). A copy of the Company's certificate of formation is available upon request.
The Offering & Investors' Capital Contributions	The Company is offering to sell up to 1,500 common units (the "**Units**") of membership interest in the Company to selected accredited investors (the "**Offering**"). Purchasers of Units in this Offering (each a "**Member**") will each contribute $1,000 per Unit. The minimum investment by a Member is 50 Units, or $50,000. The Manager in its sole discretion may accept investments for less than the unit minimum.
Securities Offered & Overview of Investment	The Company is raising up to $1,500,000 of capital contributions in the Offering to pursue its investment objective of purchasing 27.13% of the Class A Units of P10 HGH-Village Creek, LLC, a Texas limited liability company (the "**Project Entity**") from the REIT. In the event that the Company in fact purchases the percentage of Class A Units set forth in the preceding sentence, the Company anticipates that it will own approximately 25.90% of the Project Entity's total percentage interests. The Company will be managed by DiversyFund, Inc., a Delaware corporation (the "**Manager**") and the Project Entity will be managed by Obsidian (defined below). THERE CAN BE NO ASSURANCES THAT THE COMPANY WILL RAISE THE ENTIRE AMOUNT PROVIDED ABOVE, AND, ACCORDINGLY, THE COMPANY MAY OWN A SMALLER PERCENTAGE OF THE CLASS A UNITS OF THE PROJECT ENTITY THAN AS SET FORTH ABOVE. The Company will not own any property, and its only asset will be its minority ownership interest in the Project Entity. The remaining Units of the Project Entity will be owned as follows: (i) REIT (defined below) will own approximately 72.87% of the Project Entity's Class A Units (approximately 69.57% of the Project Entity's total percentage interests), and (ii) Obsidian (defined below) will own all (100%) of the Project Entity's Class B Units (approximately 4.53% of the Project Entity's total percentage interests). As described in further detail below, REIT and the Manager are affiliates. The Project Entity will use capital contributions primarily to acquire and remodel a 184-unit multifamily housing project known as "Village Creek

Apartments" and located approximately at 2800 Briery Drive, Fort Worth, Texas 76119 (the "**Project**").

Investment Objectives

The principal objectives are to (i) preserve Members' capital contributions, (ii) make periodic distributions to Members as income is available, and (iii) earn a profit upon the sale of the Project at some future date. THERE IS NO ASSURANCE THAT ANY OF THESE OBJECTIVES WILL BE ACHIEVED.

The Company intends to purchase a minority ownership interest in the Project Entity (an estimated 25.90% to of the Project Entity's total percentage interests), and the Project Entity will own the Project.

The intention of the Project Entity is to acquire and remodel the Project and to eventually sell the Project after remodeling and rehabilitation of the Project is complete. It is estimated that the planned renovations may be completed within two years, the operations may be stabilized after two years, and the Project may be sold at any time thereafter. *Notwithstanding the foregoing sentence, as of the date of this Memorandum, the Project Entity, the Manager, Obsidian and the Company anticipate retaining the Project for approximately five years.* If the Project is ever sold, the net proceeds will be distributed to, as applicable, the Company, REIT and Obsidian as provided herein. Distributions may be made from net income generated from the Project to the extent the Project Entity's manager deems it appropriate.

Ownership of the Project Entity & Additional REIT Investment in the Project Entity

The Project Entity will be owned as follows:

- DF Growth REIT, LLC, a Delaware limited liability company and affiliate of the Manager ("**REIT**"), will own approximately 72.87% of the Project Entity's Class A Units (approximately 69.57% of the Project Entity's total percentage interests).

- Obsidian Capital Co., LLC, a Texas limited liability company ("**Obsidian**"), will manage the Project Entity and will own all (100%) of the Project Entity's Class B Units (approximately 4.53% of the Project Entity's total percentage interests).

- The Company will own approximately 27.13% of the Project Entity's Class A Units (approximately 25.90% of the Project Entity's total percentage interests).

- The Project Entity will issue additional Class A Units to the REIT to the extent the REIT contributes additional capital to the Project Entity in order to fund additional costs of the Project Entity, including but not limited to, the renovations, the fees disclosed in this Memorandum, closing costs, the $100,000 buy-side broker's commission payable to Hunt Group Holdings, LLC in connection with the REIT's purchase of units from Hunt Group Holdings, LLC

and Realty Mogul 120, LLC, which additional amounts will total in aggregate at least $1,380,000. This will cause the Company's percentage ownership of both the Project Entity's Class A Units and total interests to be reduced accordingly. See "Sale of Additional Units in the Future" in the "Risk Factors" section of this Memorandum.

Company's Assets and Ownership in Project Entity

The Company, as a minority member of the Project Entity, will have limited voting rights and liquidation rights. The Company, other than its minority ownership interest in the Project Entity, will not directly own any assets or property. *Accordingly, the investor's investment in the Company and, in turn, the Company's investment in the Project Entity, each involves a high degree of risk*.

Investors

The Offering is limited to selected accredited investors, as such term is defined in Regulation D promulgated under the Securities Act. In addition, the Company does not intend to register as an investment company under the Investment Company Act of 1940 ("**Investment Company Act**"), in reliance upon the exception afforded by Section 3(c)(1) of the Investment Company Act. In general, Section 3(c)(1) excludes from the definition of "investment company" any issuer whose outstanding securities are beneficially owned by not more than 100 persons and which does not engage in a public offering of securities. For purposes of counting the number of persons holding the Company's securities, the Company is required to include the beneficial owners of the outstanding securities of all entities that (i) own or will own 10% or more of the Company's "voting securities" and (ii) would themselves be "investment companies" but for the exemptions provided by Section 3(c)(1) or 3(c)(7) of the Investment Company Act.

Management of the Company and Project Entity

The business and affairs of Company are managed by the Manager. The Manager is also an affiliate of REIT. Investors should read and familiarize themselves with the Company's Operating Agreement, and the PE Operating Agreement.

With respect to the Company, the Manager may be removed for cause by the affirmative vote of the Members holding at least 80% of the Units by reason of the Manager's incompetency, willful misconduct, gross negligence or conviction of the Manager or its principals of a felony; provided, however, that (i) prior to removal of the Manager for cause, the Members desiring such removal shall provide Manager at least thirty (30) days prior written notice and an opportunity to cure the cause of such removal event, which cure shall include, without limitation, removal from management of Manager any principal convicted of a felony; and (ii) at all times while any loans remains outstanding, the Manager shall not be removed without also obtaining the prior written consent of lender(s).

The Company, as a minority member of the Project Entity, will not have the ability to remove Obsidian as manager of the Project Entity.

Conflicts of Interest

REIT and the Manager are affiliates, as the Manager is the sole manager of REIT's manager, DF Manager, LLC, a Delaware limited liability company ("**REIT Manager**"). The principals for each of the entities are provided below:

- The Manager is majority owned by the following shareholders: Craig Cecilio and Alan Lewis, along with nearly 260 additional shareholders; and the Manager's board of directors is comprised of Craig Cecilio and Alan Lewis.

- REIT Manager is managed by the Manager and is a wholly owned subsidiary of the Manager.

Accordingly, given the affiliations outlined above and in Appendix IV attached to this Memorandum, such other principals of Manager, REIT Manager or REIT may have control or will have to participate in decisions involving the Manager, the Company, the Project Entity and the Project, and thus, an investor's investment may be subject to the decisions of such other principals, whose interests may not be aligned with those of the Company, Project Entity or the Project.

Units

The Company has authorized one class of common Units.

Company Operating Agreement

The Company will be governed by an operating agreement (the "**Operating Agreement**") substantially in the form attached as Appendix I to this Memorandum, with such changes as the Manager may adopt with the vote of the Members from time to time as provided in the Operating Agreement. *All capitalized terms not otherwise defined herein have the meaning set forth in the Operating Agreement.*

Project Entity's Operating Agreement

The Project Entity will be governed by an operating agreement (the "**PE Operating Agreement**") substantially in the form attached as Appendix II to this Memorandum, with such changes as Obsidian may adopt with the vote of the Project Entity's members from time to time as provided in the PE Operating Agreement. Investors should read and familiarize themselves with the PE Operating Agreement.

Additional Capital Contributions to the Project Entity

As set forth in the PE Operating Agreement, Obsidian may require the members of the Project Entity, including the Company, to make additional capital contributions. Failure to make such additional capital contributions, may result in some or all of the following, among other remedies that may be available to Obsidian and the Project Entity: 10% interest accruing on the delinquent additional capital contribution amount, forfeiture of all voting rights (and all ability to vote on company matters), forfeiture of participation in Project Entity's Profits and Cash Distributions, prohibition from selling, transferring, pledging or otherwise disposing its Interest in

the Project Entity, and prohibition from making any future contributions to the Project Entity. *In addition, failure to make additional capital contributions as required in the PE Operating Agreement may also result in the reduction, subordination, redemption, forced sale, or forfeiture of a Defaulting Member's Interests in the Project Entity.*

Distributions by and to the Company

In accordance with the PE Operating Agreement, the Company, as minority Class A Member of the Project Entity, Obsidian, REIT and Manager shall receive distributions of Distributable Cash from Capital Transactions or operations of the Project Entity, as determined by Obsidian in its sole discretion, in the following order of priority:

(a) First, to Class A Members, pari passu, (i) until each Class A Member, including the Company, has been fully reimbursed in an amount equal to such Class A Member's initial Capital Contribution and Additional Capital Contribution, if any, and (b) until each Class A Member, including Company, has also received a 7.0% cumulative, non-compounded annual internal rate of return on their initial Capital Contribution and Additional Capital Contribution, if any (the "**Preferred Return**");

(b) Second, an amount that bears the same proportion to the total Preferred Return paid to the Class A Members to date as 35 bears to 65, such amount split 50/50 between Obsidian and the Manager;

(c) Third, 65% to the Class A Members, pari passu, and 17.5% to Obsidian and 17.5% to Manager, until such time as the Class A Members have received a 12% IRR on their Capital Contribution and Additional Capital Contribution, if any;

(d) Fourth, 50% to the Class A Members, pari passu, and 25% to Obsidian and 25% to Manager.

However, as provided in the PE Operating Agreement, there are a number of conditions that must be met before any distributions from the Project may be made to any member of the Project Entity.

Thereafter, in accordance with the Operating Agreement, the Members will receive distributions of Net Cash Flow and Capital Proceeds from the Company at such times as may be determined by the Manager, pro-rata in accordance with their Percentage Interests.

The Manager will cause Company and Obsidian will cause the Project Entity to establish such reserves as may be reasonably necessary for payment of all expenses of Company and the Project Entity. To the extent Company and the Project Entity have sufficient Net Cash Flow and Capital Proceeds, Obsidian will cause the Project Entity, and, in turn, the Manager will cause the Company, to make distributions as set forth in the respective

operating agreements.

Subject to the applicable provisions of the Company's Operating Agreement, upon liquidation of Company, and after payment of all creditors of Company (including the Manager and/or any Members, if applicable) the assets and proceeds from the disposition of Company assets shall be applied as set forth above with respect to distributions.

There can be no assurance that the Company's objectives will be satisfied or that Members of Company will receive any distributions.

Distributions Upon Termination

In the event that the Company terminates and is dissolved, liquidating distributions will be made to the Members and the Manager in accordance with the provisions above regarding distribution.

Manager Compensation

Although the Manager will not receive any compensation in connection with its management of the Company, the Manager will: (i) through its control of the REIT, receive a portion of the Project Entity's distributions as outlined above, and (ii) receive an acquisition fee from the Project Entity equal to $672,406 payable to Manager within 60 days of the Equity Recap (as defined in the PE Operating Agreement).

Each investor hereby acknowledges and agrees to the payment of the following fees, *in addition to the Distributions described in Article 4 of the PE Operating Agreement and expense reimbursement described in Section 5.1 of the PE Operating Agreement*, paid by the Project Entity to Obsidian, and/or its affiliated entities, in consideration of its services as manager of the Project Entity (collectively, the "**Management Fees**"):

- Obsidian shall receive an asset management fee equal to 1.5% of the gross monthly revenue of the Property, which shall be payable to Obsidian on a monthly basis.

- Obsidian shall receive a finance fee equal to $89,316, which shall be payable to Obsidian within 60 days of the Equity Recap.

- Obsidian shall receive an acquisition fee equal to $83,281, which shall be payable to Obsidian within 60 days of the Equity Recap.

- Obsidian shall receive a construction management fee equal 5.0% of the total renovation costs of the Property, which shall be payable to Obsidian on a monthly basis during such renovations.

- In consideration for managing the Property, the property manager, as selected by Obsidian, shall be entitled to receive a base property management fee equal to 3% of the gross operating revenues derived from the Property which fee shall be paid on a monthly basis to such property manager.

Disassociation of Project Entity's Members	The Company may be disassociated as a member of the Project Entity for Cause or by operation of law as set forth in Article XII of the PE Operating Agreement. Upon disassociation of Project Entity member, such disassociated member shall have no ability to participate in the management or control of the Project Entity's business and shall have no ability to vote on any company matters.
Dispute Resolution	In the event of a dispute, claim, question, or disagreement between the Company and the Project Entity's members or between Obsidian and the Company arising from or relating to PE Operating Agreement, the breach thereof, or any associated transaction, or to interpret or enforce any rights or duties under the Texas Business Organizations Code, the Company shall be required to to resolve such dispute by strictly adhering to the Procedure provided in Article XIV of the Operating Agreement.
Term of the Offering	The subscription period will continue until the Closing. The Manager will accept or reject each subscription agreement in its discretion within 10 days of receipt. If the Manager accepts the subscription agreement, a confirmation will be sent to the investor within 10 business days. If the Manager rejects a subscription agreement, the accompanying subscription payment will be returned to the investor within 10 business days of such rejection, without payment of any interest thereon.
Transfer and Withdrawal Restricted	Transfers of Units are prohibited without the prior consent of the Manager, which consent may be withheld or granted in the discretion of the Manager. No Member will have the right to (i) withdraw or reduce such Member's Capital Contribution, (ii) receive any distributions from the Company, except as otherwise provided in the Operating Agreement, (iii) demand or receive any Company property, (iv) unilaterally dissociate from Company or (v) require that such Member's interest in the Company be redeemed, in whole or in part.
Investor Suitability Standards	Each investor will be required to make certain representations concerning the appropriateness of this investment. Such representations are contained in the subscription documents that each investor will be required to complete and furnish to the Manager. Representations are also contained in the Operating Agreement. The Manager, in its sole discretion, may require independent verification of the accuracy of the information and representations provided by investors, in order to assure compliance with applicable federal and state securities laws. The Manager will have sole discretion regarding acceptance of any subscription. The investor standards in the subscription documents represent minimum requirements for investors, and the satisfaction of such standards does not necessarily mean that the Units are an appropriate investment for an investor. It is anticipated that comparable standards will be imposed by the Manager in connection with any resale of the Units, as well as various other restrictions.

Tax Matters	See the sections entitled "Risks Related to Tax Matters Generally" and "United States Federal Income Tax Consequences."
Subscription Procedure	All investors who desire to subscribe for and purchase Units must complete, execute and deliver to Manager a subscription agreement and investor questionnaire. To subscribe for Units, each subscriber must deliver all the completed documents provided in Appendix V.
Side Letter Agreements	The Manager, in its own name or on behalf of the Company, may enter into side letters or other written agreements to or with an investor or any Member, without the consent of or disclosure to other Members, to provide additional rights or obligations pertinent to an investment in the Company.
Depository Accounts	Cash tendered by the members in payment for Units will be held in an account at Silicon Valley Bank until the closing the Membership Interest Purchase Agreement, attached hereto as Appendix III.
Risk Factors	INVESTMENT IN THE UNITS IS SPECULATIVE, INVOLVES A HIGH DEGREE OF RISK, AND SHOULD BE CONSIDERED ONLY BY ACCREDITED INVESTORS WHO CAN BEAR THE ECONOMIC RISKS OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME AND WHO CAN AFFORD TO SUSTAIN A TOTAL LOSS OF THEIR INVESTMENT. PROSPECTIVE INVESTORS SHOULD CONSIDER CAREFULLY ALL OF THE INFORMATION PROVIDED, INCLUDING THE RISK FACTORS DESCRIBED BELOW. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.
Restrictions on Resale	The Units offered hereby will not be registered under the Securities Act, and any certificates representing these securities will contain a legend restricting the distribution, resale, transfer, pledge, hypothecation or other disposition unless and until such securities are registered under the Securities Act or the Manager receives an opinion of counsel acceptable to the Manager that registration is not required under the Securities Act. Additionally, these securities will be subject to certain restrictions on transfer pursuant to the Operating Agreement and otherwise.
Mergers and Sales	The Manager may approve and consummate any merger, conversion, sale of all or substantially all of the assets of the Company, or sale of all or substantially all of the Units of the Company, in a single or series of related transactions.
Legal Counsel	Ray Quinney & Nebeker P.C. will act as counsel to the Company, in connection with the Offering of the Units. However, such firm has not: (i) passed upon the adequacy of this Memorandum or the completeness or

fairness of the disclosure herein, (ii) undertaken any obligation to update this Memorandum, (iii) undertaken to monitor the affairs of the Company, Project Entity or the Manager, (iv) obtained knowledge of all facts or circumstances which could have a bearing on the Project Entity, the Manager, the Company or the Company's investment in the Project Entity, or (v) investigated or verified the accuracy and completeness of information set forth in this Memorandum. In connection with the Offering of the Units and subsequent advice to the Company, Ray Quinney & Nebeker P.C. will not represent any Members of the Company, including any investors who subscribe to the Offering. The Company and the Manager have not engaged independent counsel to represent the Members, including investors investing in the Units offered hereby. By investing in the Units, all Members expressly consent to Ray Quinney & Nebeker P.C.'s representation of the Company or the Manager, and their respective affiliates, in any dispute or controversy that may arise between such Member and any of the Company and the Manager or any of their respective affiliates.

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THE INVESTMENT

DF VILLAGE CREEK PARTNERS, LLC

DF VILLAGE CREEK PARTNERS, LLC, a Delaware limited liability company (the "**Company**"), is raising up to $1,500,000 of Capital Contributions (as defined in the Company's Operating Agreement) to pursue its investment objective of purchasing approximately 27.13% Class A Units membership interest of P10 HGH-Village Creek, LLC, a Texas limited liability company (the "**Project Entity**") from the REIT. The Company will not directly own any real property or any assets other than its minority interest in the Project Entity, and the Project will be owned by the Project Entity.

Prior to the Company purchasing the Class A Units of the Project Entity noted above, the REIT will purchase 9,547 Class A Units from Hunt Group Holdings, LLC and Realty Mogul 120, LLC, which number of units will represent 100% of the Class A Units of the Project Entity at the time of the REIT Share Purchase. Obsidian will remain the manager of the Project Entity.

The Units of the Project Entity will be owned as follows: (i) DF Growth REIT, LLC, a Delaware limited liability company ("**REIT**"), will own approximately 72.87% of the Project Entity's Class A Units (approximately 69.57% of the Project Entity's total percentage interests), (ii) the Company will own approximately 27.13% of the Project Entity's Class A Units (approximately 25.90% of the Project Entity's total percentage interests), and (iii) Obsidian Capital Co., LLC, a Texas limited liability company ("**Obsidian**") will own all (100%) of the Project Entity's Class B Units (approximately 4.53% of the Project Entity's total percentage interests). REIT and the Manager are affiliates, as the Manager is the sole manager of REIT's manager, DF Manager, LLC, a Delaware limited liability company ("**REIT Manager**").

The Project Entity acquired the multifamily housing project known as the "Village Creek Apartments" and located at approximately 2800 Briery Dr., Fort Worth, Texas 76119 (the "**Project**") in 2018 and expects to complete some minor renovations of the Project.

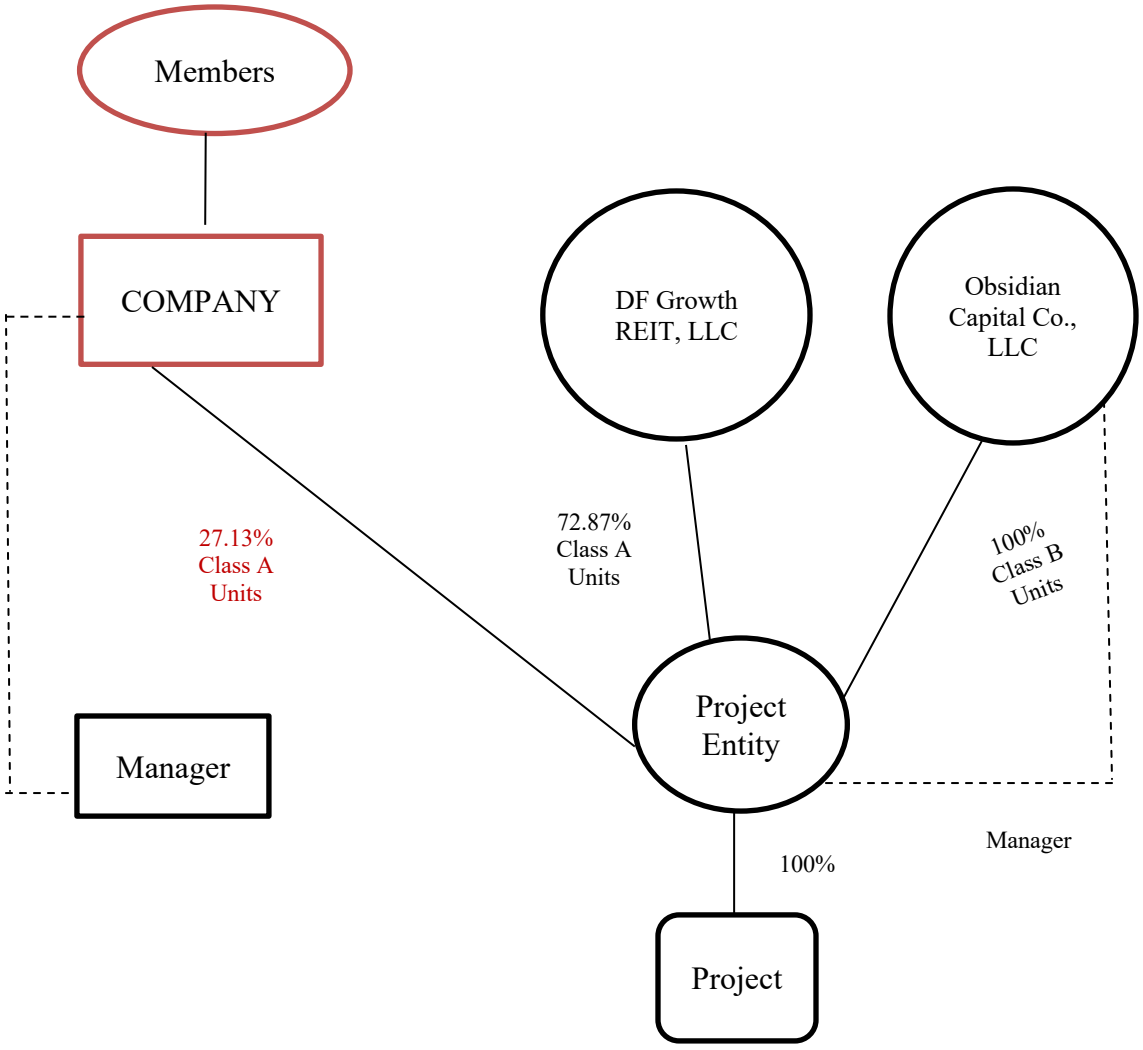
The Company will be managed by DiversyFund, Inc., a Delaware corporation (the "**Manager**") and the Project Entity will be managed by Obsidian.

Ultimately, the Project Entity already owns the Project and intends to invest in remodeling of the Project, and to advertise the Project for sale in an effort to sell the Project in the future. Obsidian and Manager are determining the scope of the renovations, and the Project Entity has an existing loan in place with a principal balance of $8,907,462 (as of September 28, 2022) from Fannie Mae at a fixed rate of 5.16% per annum maturing in August 2030. Based on the REIT Share Purchase, the Project is being valued at $14,550,000. Below is a summary of the contemplated capitalization structure (please see the full development budget in the list of available documents):

PROJECT CAPITALIZATION SUMMARY		
Estimated Loan(s):	55.56%	$8,907,462
Estimated Equity from REIT Purchase of Class A Units, Fees, Closing Costs, Renovations and Additional Equity Required:	44.44%	$7,125,554

Estimated Total Cost:	**100.00%**	**$16,033,016**

ORGANIZATIONAL CHART



THE OFFERING

UP TO 1,500 UNITS, EACH CONSISTS OF:
ONE UNIT IN: DF VILLAGE CREEK PARTNERS, LLC
COST OF MEMBERSHIP INTEREST PER UNIT = $1,000
TOTAL INTERESTS OFFERED = $1,500,000

PROJECT

The Project is a multifamily housing project known as the "Village Creek Apartments" and located at approximately 2800 Briery Drive, Fort Worth, Texas 76119 and is owned by the Project Entity. The Project was built in 1980 and consists of a total of 184 apartment units. At any given time some of the apartment leases for the Project may be in default. The apartment leases vary in length, and do not typically exceed one year.

MANAGER

The Manager will be the sole manager of the Company and will co-manage the Project Entity with Obsidian. The Manager and REIT are affiliates, as (a) the Manager is the sole manager of REIT Manager, and (b) REIT Manager is the sole manager of REIT. The principals for each of the entities are provided below:

- The Manager is majority owned by the following shareholders: Craig Cecilio and Alan Lewis, along with nearly 260 additional shareholders; and the Manager's board of directors is comprised of Craig Cecilio and Alan Lewis.

- REIT Manager is managed by the Manager and is a wholly owned subsidiary of the Manager.

Accordingly, given the affiliations outlined above, such other members of the Manager, REIT Manager or REIT may have control or will have to participate in decisions involving the Manager, the Company, the Project Entity and the Project, and thus, an investor's investment may be subject to the decisions of such other members and principals, whose interests may not be aligned with those of the Company, Project Entity or the Project.

In addition to the information provided below regarding principals of the Manager, please see Appendix IV to this Memorandum for an overview of the relationship between the Company, the Manager, REIT Manager, REIT and the Project Entity and their respective principals.

GENERAL CONTRACTOR

The Project Entity will engage a contractor or trade contractors for the renovations to the Project, and on terms consistent with the loan.

LAND USE RESTRICTIONS

The Project is subject to a Land Use Restriction Agreement that limits the rents that can be charged and requires that all tenants meet certain respective low-income requirements. These rent restrictions expire on December 31, 2027, on which date, the Project will be able to begin increasing its rents to the market rate as existing leases expire.

LOAN

The following is merely a summary of the primary terms of the loans for the Project. Investors should review the entire loan term sheet and final loan documents carefully before investing:

Loan

Loan Amount:	$8,907,462 (principal balance as of September 28, 2022)
Lender:	Fannie Mae
Borrower(s):	Project Entity
Maturity Date:	August 2030
Interest Rate:	5.16% per annum, fixed
Pre-Payment Penalty:	Yes

INDIVIDUAL MINIMUM INVESTMENT

In general, a prospective investor wishing to participate in this Offering will be required to commit to contribute a minimum to Company of $50,000, representing 50 Units, though the Manager, in its sole discretion, may agree to accept. Purchasers of the Units offered for sale hereby will be admitted to Company as Members and will have the rights as set forth in Company's Operating Agreement and applicable law. The Manager will accept or reject each subscription agreement in its sole discretion within 10 business days of receipt.

OFFERING CLOSING

The subscription period will continue until the Offering Closing (the earlier of twelve months from the date of this Memorandum or the date the Offering is fully subscribed, unless extended or earlier terminated by the Manager in its sole discretion).

DISTRIBUTIONS OF PROCEEDS BY AND TO THE COMPANY

In accordance with the PE Operating Agreement, the Company, as minority Class A Member of the Project Entity, Obsidian, REIT and Manager shall receive distributions of Distributable Cash from Capital Transactions or operations of the Project Entity, as determined by Obsidian in its sole discretion, in the following order of priority:

(e) First, to Class A Members, pari passu, (i) until each Class A Member, including the Company, has been fully reimbursed in an amount equal to such Class A Member's initial Capital Contribution and Additional Capital Contribution, if any, and (b) until each Class A Member, including Company, has also received a 7.0% cumulative, non-compounded annual internal rate of return on their initial Capital Contribution and Additional Capital Contribution, if any (the "**Preferred Return**");

(f) Second, an amount that bears the same proportion to the total Preferred Return paid to the Class A Members to date as 35 bears to 65, such amount split 50/50 between Obsidian and the Manager;

(g) Third, 65% to the Class A Members, pari passu, and 17.5% to Obsidian and 17.5% to Manager, until such time as the Class A Members have received a 12% IRR on their Capital Contribution and Additional Capital Contribution, if any;

(h) Fourth, 50% to the Class A Members, pari passu, and 25% to Obsidian and 25% to Manager.

However, as provided in the PE Operating Agreement, there are a number of conditions that must be met before any distributions from the Project may be made to any member of the Project Entity.

Thereafter, in accordance with the Operating Agreement, the Members will receive distributions of Net Cash Flow and Capital Proceeds from the Company at such times as may be determined by the Manager, pro-rata in accordance with their Percentage Interests.

The Manager will cause Company and Obsidian will cause the Project Entity to establish such reserves as may be reasonably necessary for payment of all expenses of Company and the Project Entity. To the extent Company and the Project Entity have sufficient Net Cash Flow and Capital Proceeds, Obsidian will cause the Project Entity, and, in turn, the Manager will cause the Company, to make distributions as set forth in the respective operating agreements.

Subject to the applicable provisions of the Company's Operating Agreement, upon liquidation of Company, and after payment of all creditors of Company (including the Manager and/or any Members, if applicable) the assets and proceeds from the disposition of Company assets shall be applied as set forth above with respect to distributions.

There can be no assurance that the Company's objectives will be satisfied or that Members of Company will receive any distributions.

RISK FACTORS

Investment in the Units of the Company offered hereby involves significant risk, including the risk of a complete loss of the investment and the general economic failure of the Company. In addition to the other information in this Memorandum, the following factors should be considered carefully in evaluating an investment in the Units offered hereby. The risks and uncertainties described below are not the only ones relevant to the Company. The investment described herein is highly speculative, involves a high degree of risk and represents an illiquid investment. An investor should be able to bear the loss of the investor's entire investment. Investors are urged to read this Memorandum and the attached exhibits and should consult with the investor's own legal, tax, and financial advisors before investing in the Company.

GENERAL RISKS

General Economic and Market Conditions

The Company's activities may extend over several years, during which the business, economic, political and regulatory environments within which the Company operates are likely to undergo substantial changes. Recent events demonstrate that such changes may be severe and adverse. The success of the Company's activities may be affected by general economic and market conditions such as rising interest rates, availability of credit, increasing inflation rates, supply chain disruptions, labor issues, economic uncertainty, illiquidity and credit crises here or abroad, and changes in laws. Wars and other conflicts, such as the ongoing war in Eastern Europe, and United States and international political circumstances may also have a material adverse impact on the Company's activities. These factors may affect the ability to develop and sell the Project.

Real Estate Market Performance

The U.S. real estate market (in the U.S. and globally) has experienced unanticipated shifts in recent years. There can be no guarantee that elements that determine real estate values, such as tenant creditworthiness and the demand for real estate, will not soften, and the real estate market may suffer declines. Such a scenario could result in reduced investment returns or even investment losses for Members.

Uncertainty of Assumptions Underlying Financial Projections

Financial projections in this Memorandum are based on subjective estimates of future operating results. Such financial projections merely represent an illustration of financial results that the Company believes may be achieved based on underlying business assumptions, which may or may not occur and which are in many cases beyond the Company's control. The Company cannot provide any assurances or representations, and no investor should assume, that the actual results of operations will conform to financial projections for any of the indicated years. Neither the Company nor the Project Entity, nor any other entity, or their respective officers, employees and agents, individually warrant or guarantee the existence of any fact, assumption or projection.

Changes in Law; Regulation of Private Investment Funds

Legal, tax, and regulatory changes could occur that may adversely affect the Company at any time. The legal, tax, and regulatory environment for private investment funds is evolving, and changes in the regulation of such funds may adversely affect the ability of the Company to pursue its investment

strategy, its ability to obtain financing, and the value of investments by Members. Recent changes to the legal, tax and regulatory environment may have a material adverse effect on the Company's activities, including the ability of the Company to implement operating improvements or otherwise execute its investment strategy or achieve its investment objectives.

In addition, recent market disruptions and a dramatic increase in the capital allocated to alternative investment strategies have led to increased governmental as well as self-regulatory scrutiny of the private investment fund industry in general, and certain legislation proposing greater regulation of the industry periodically is being considered by the U.S. Congress, the SEC, the Federal Reserve Board and other bank regulatory authorities, and the Financial Stability Oversight Council. It is impossible to predict what, if any, changes may be instituted with respect to the regulations applicable to the Company, the Project Entity, their affiliates, the market in which they operate and invest, or the counterparties with which they do business, or what effect such legislation or regulations might have. There can be no assurance that the Company, the Project Entity or their affiliates will be able, for financial reasons or otherwise, to comply with future laws and regulations, and any regulations that restrict the ability of the Company to implement its investment strategy could have a material adverse impact on the Company and your investment in Units.

Projections, Assumptions, and Models

Certain factual information contained in this Memorandum has been obtained or derived from various sources believed by the Company to be reliable, but the Company has not independently verified this information and does not represent that it is accurate or complete. It is impossible to predict accurately the results to an investor of an investment in the Company because of its recent formation and general uncertainties in the real estate and financing markets. The analyses contained herein are based on numerous assumptions. Different assumptions could result in materially different results. Past performance is not indicative of future results. Before making any investment, prospective investors should examine this Memorandum carefully and conduct their own due diligence.

Sophisticated Investment

The investment objectives of the Company involve a variety of risks and a wide range of assumptions. Investors should not invest in the Units if they do not fully comprehend the nature of these risks and assumptions.

RISKS RELATED TO THE COMPANY

No Operating History and Limited Resources

The Company is a newly formed business with no history of operations and limited assets and the Project Entity has a limited operating history and only owns the Project. The Company and the Project Entity are subject to the risks involved with any speculative new venture. No assurance can be given that either the Company or the Project Entity will be profitable. The Manager has been associated with a variety of real property ventures. Neither the Manager nor the Company represent that prior success in any such ventures is any indication of future performance. Further, the Manager has limited net worth and limited financial resources to satisfy its obligations as the Manager. A financial downturn or reversal for the Manager could adversely affect the ability of the Manager to manage the Company or the Project Entity. There can be no assurance that the Manager will have sufficient funds to meet its obligations to the Company or the Project Entity, or to otherwise financially support the Company or the Project Entity. The

Manager has no obligation to advance, invest, or loan money to the Company. There can be no assurance that an investment in Units will provide any investment return.

Limited Approval Rights Regarding Operating of the Project

Members will only have limited approval rights regarding the operation of the Project through Members' ownership of the Company. A majority of the decisions regarding the Project and the Company will be made by the Manager without input from the Members. See "Summary of the Operating Agreement."

Loss of Uninsured Bank Deposits

The Company's cash, including subscription payments held in the depository account, will likely be held in bank depository accounts. While the FDIC insures deposits up to $250,000 per depositor per insured institution in most cases, the Company may have deposits at financial institutions in excess of the FDIC limits. The failure of any financial institution in which the Company has funds on deposit in excess of the applicable FDIC limits may result in the Company's loss of such excess amounts, which would adversely impact the Company's performance.

Reliance on Management

Decisions regarding management of the Company's and the Project's affairs will be made primarily by the Manager and not by the Members of the Company. Accordingly, investors should not purchase Units unless they are willing to entrust most aspects of management to the Manager or its successor(s). The Company's success will depend on its ability to retain the services of investment professionals and potential investors must carefully evaluate the personal experience and business performance of the principals of the Manager.

In addition, the departure for any reason of any senior members of the management team or of a significant number of other investment professionals, including independent contractors, would have a material adverse effect on the Company's ability to achieve its investment objectives.

Standard of Care

The Manager will have no fiduciary responsibilities to the Members or the Company except as specifically set forth in the Operating Agreement. As permitted under the Delaware Limited Liability Company Act, these duties are limited to a duty of good faith and fair dealing, a duty of care and a duty of loyalty. The Manager's fiduciary duties will be limited to the fullest extent allowable by law. Without limiting the generality of the foregoing, the Manager is specifically authorized to devote less than its full time or business efforts to the affairs of the Company and may engage in any other business or activity whatsoever (including business related to the Company's stated and/or actual purposes or in competition with the Company).

Property Management

The Project will be managed by Obsidian or by a third party selected by Obsidian. There can be no assurance that Obsidian or any third-party property management company will be able to successfully manage the Project.

No Financial Statements of the Manager

This Memorandum does not contain financial statements of the Manager.

No Audit of Company's Financial Statements

Because the Company has no operating history and the Project Entity has a limited operating history, the Manager does not believe that the expense of an audit of the either the Company's or Project Entity's financial statements is justified, and as such, no audit will be conducted. Therefore, there will be no third-party review of either the Company's or the Project Entity's financial statements and investors will need to rely on the Manager as to the accuracy and correctness of the Company's financial statements.

Adequacy of Reserves to Cover Unanticipated Losses

The Company and the Project Entity may fail to establish sufficient reserves as a contingency against risks, losses, operating shortfalls and cost overruns and neither the Company nor the Project Entity will have the ability to require investors to contribute additional capital. As a result, the Company or the Project Entity could be required to seek additional capital and there is no assurance that any additional capital would be available when needed, or at all. Investors should understand that any such capital constraints will affect the risks and potential investment returns.

Liability of Members

In general, Members of the Company may be liable for the return of a distribution to the extent that the Members knew at the time of the distribution that after such distribution, the remaining assets of the Company would be insufficient to pay the then outstanding liabilities of the Company (exclusive of liabilities to members on account of their limited liability company interests and liabilities for which the recourse of creditors is limited to specified property of the limited liability company). Otherwise, Members are generally not liable for the debts and obligations of the Company beyond the amount of the capital contributions they have made or are required to make under the Operating Agreement.

Limitation of Liability/Indemnification of the Manager

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

Purchase of Units by the Manager or an Affiliate

The Manager or an affiliate or one or more of their respective principals may purchase Units on the same terms as the other members. The Manager or an affiliate, or their respective principals, will not acquire any Units with a view to resell or distribute such Units. Any purchase of Units by the Manager or an affiliate, including their respective principals, will be on the same terms and conditions as are available to all investors. The purchase of Units by the Manager or an affiliate or their respective principals could create certain risks, including, but not limited to, the following: (i) the Manager, as a Member, could obtain additional voting power, (ii) the Manager may have an interest in disposing of the Company assets at an earlier date than the other Members so as to recover their investment in the Units, and (iii) substantial purchases of Units may limit the Manager's ability to fulfill any financial obligations that it may have to or on behalf of the Company.

Business Dependent upon Key Individuals

The Manager will have authority to make decisions or to exercise business discretion on behalf of the Company and the Project. Various principal's roles are crucial to the success of the Project. The loss of their services could materially and adversely affect the ongoing operations of the Company.

No Guaranteed Cash Flow

There can be no assurance that cash distributions will, in fact, be made or, if made, whether those distributions will be made when or in the amount anticipated. Delays in making cash distributions could result from the inability of Company or Project Entity to purchase, develop, or operate their assets profitably.

Competition

The real estate industry is highly competitive and fragmented. The Company and Project Entity will compete with other real estate companies, many of which have greater financial resources than the Company. Also, many competing properties are located within the vicinity of the Project. The Project will experience competition from such other properties, as well as other individuals, corporations and other entities engaged in real estate investment activities. Competition for apartment rentals may increase costs and reduce returns on the Project. It is also possible tenants in the Project will move to existing or any new properties in the surrounding area and that the financial performance of the Project would be adversely affected. Competition may also make it difficult to attract new tenants to the Project. Such competition may result in decreased profits or in losses for the Company.

Determination of Offering Price

Prior to this Offering, there has been no public market for the Units. The prices of the Units were determined arbitrarily without regard of the assets, earnings potential, or other criteria of value. The Offering Price should not be considered an indication of the actual present or future value of the Units.

No Active Trading Market

The Units are not and will not be qualified for public trading on any secondary market. The lack of an active trading market for the Units may result in losses on your investment. If you need to sell your Units at a time when no market for them exists, you may be unable to sell your Units. Units may not be assigned, transferred or encumbered without the prior written consent of the Manager. Accordingly, a Member must be prepared to bear the risks of owning the Units for an extended period.

Long-Term Nature of Investment; Restrictions on Marketability

There is no public or private market for the Units and no market is expected to develop after the Offering. In addition, there is no assurance of any distribution to Members. Consequently, an investment in the Units is highly illiquid and suitable only for those investors who have no need for liquidity in the investment and who can afford to make an investment that may have to be held for a long period of time and that cannot be readily sold, transferred or assigned. The Units will not be registered in the U.S. under the Securities Act or the securities laws of any state and may be resold only in transactions exempt from registration under the Securities Act and applicable state and non-U.S. securities laws. Significant restrictions on resale are imposed in the governing documents of the Company. You may not be able to liquidate your Units in the event of an emergency or for any other reason.

Unregistered Offering – Lack of Regulatory Review

Because the Offering is a private offering and is not registered under federal or state securities laws, investors will not have the benefit of a review of the Offering or this Memorandum by the United States Securities and Exchange Commission ("**SEC**") or any similar state securities agency or commission. The terms and conditions of the Offering may not comply with guidelines and regulations established for real estate programs that are required to register or be qualified with the SEC or any state securities commission and no regulatory authority will review this Memorandum.

Failure to Comply with Exemptions

The Units are being offered, and will be sold, to investors in reliance on exemptions from the registration requirements of the Securities Act and state securities laws. If we fail to comply with all of the requirements of these exemptions, it is possible that investors may be entitled to seek rescission of their purchase of the Units, if they so desire. If a number of investors were successful in seeking rescission, the Company would face significant financial demands which could adversely affect it as a whole.

Prohibition on Bad Actors

This Offering is intended to be made in compliance with Rule 506 of Regulation D promulgated under the Securities Act. Regulation D offerings include a prohibition on the participation of certain "bad actors." In the event that a statutory "bad actor" participates in the Offering, the Company may lose its exemption from registration of the Units.

Limited Voting Powers and Voice in Management

Except for certain decisions set forth in statute and in the Operating Agreement, the Members will have no voting rights and/or limited ability to participate with respect to the operation, management and conduct of the affairs of the Company or the Project. See "Summary of the Operating Agreement."

Exculpation and Indemnification

Under the Operating Agreement, neither the Manager nor any of its principals, agents, servants, employees, members, or affiliates is liable to the Company or its respective Members for any act or omission based upon errors of judgment or other fault in connection with the business or affairs of the Company as long as the relevant person acted honestly and in good faith and that act or omission did not constitute gross negligence or a willful violation of law. These provisions alter the fiduciary duties of the Manager such that no action taken or omitted to be taken by the Manager, including actions involving conflicts of interest, as described in this Memorandum and otherwise, breaches any duty to the Company or its Members if the relevant person acted honestly and in good faith and the act or omission does not constitute gross negligence or a willful violation of law. In addition, the Manager and its employees, agents and affiliates have broad indemnification rights for any act or omission where they acted honestly and in good faith and where the act or omission does not constitute gross negligence or a willful violation of law under their various agreements with the Company. Under some securities and corporate laws, in some circumstances, liability may be imposed even when a person acts in good faith, and the exculpation and indemnification of the Company may not be effective to limit the liability of their persons to the extent liability would otherwise be imposed under certain provisions of the securities and corporate laws.

Regulation under the Investment Company Act

The Company is not required to register and does not intend to register with the SEC as an investment company pursuant to the Investment Company Act of 1940, as amended (the "Investment

Company Act") but intends to rely upon the exception in Section 3(c)(1) of the Investment Company Act. As a result, investors in the Company will not have certain regulatory protections provided to investors in registered investment companies.

In general, Section 3(c)(1) excludes from the definition of "investment company" any issuer whose outstanding securities are beneficially owned by not more than 100 persons and which does not engage in a public offering of securities. For purposes of counting the number of persons holding the Company's securities, the Company is required to include the beneficial owners of the outstanding securities of all entities that (i) own or will own 10% or more of the Company's "voting securities" and (ii) are investment companies under the Investment Company Act or would themselves be "investment companies" but for the exceptions provided by Section 3(c)(1) or 3(c)(7) of the Investment Company Act. Neither a legal opinion nor a no-action position has been requested of the SEC staff on this issue. If the Company failed to qualify for an exemption from the registration requirements of Investment Company Act, the Company would be subject to significant negative consequences including fines, penalties, and costs associated with registration as an investment company or defending against lawsuits or other proceedings. Should the Company be subjected to any or all of the foregoing, the Company would be affected materially and adversely, which would substantially increase the risk of failure of an investment in Units.

Regulation Under the Investment Advisers Act

The Manager is not registered as an investment adviser with the SEC under the Investment Advisers Act of 1940, as amended ("**Investment Advisers Act**"), or any similar state law, because the Manager (i) is not and does not intend to be in the business of advising investors or others as to the value of securities, or investing in, purchasing, or selling securities, or issuing or promulgating analyses, reports or other publications concerning securities; and (ii) is not receiving a management fee or other compensation for securities advising or securities publications or analyses. In the event the Manager is considered an "investment adviser" as defined by the Investment Advisers Act, the Manager anticipates that it will not be required to register with the SEC or any state regulatory agency pursuant to one or more exemptions under the Investment Advisers Act for private fund advisors. Registered investment advisers are subject to limitations on the amount of fees they may receive, among other restrictions. In the event that the Manager was required to be licensed as an investment adviser, Manager or the Company could be subject to cease and desist orders, fines, administrative penalties or other sanctions, some or all of which, individually or in the aggregate, could have a materially adverse impact on the Company and its operations.

Regulation Under the Securities Act

The Units have not been and will not be registered under the Securities Act or under the securities laws of any state or foreign jurisdiction, but will be offered and sold pursuant to the exemption set forth in Section 4(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder. As a result, investors in the Partnership will not have certain regulatory protections provided to investors in registered securities. The Units will be sold only to "accredited investors" as that term is defined in Rule 501 of Regulation D. If it were determined after the Units are sold that the Offering did not qualify for exemption under Rule 506, or for any other exemption, the securities would have been sold in violation of Section 5 of the Securities Act. Both federal and state laws include provisions under which purchasers of unregistered, non-exempt securities may seek the return of their investment. The Company may not have funds sufficient to repay investors in such case without materially jeopardizing its prospects for success.

Limited Transferability of Units

Each investor who becomes a Member will be required to represent that such investor is acquiring

the Units for investment and not with a view to distribution or resale, that such investor understands the Units are not freely transferable. and that such investor must bear the economic risk of investment in the Company for an indefinite period of time. The Units have not been registered under the Securities Act or applicable state securities laws and cannot be sold unless they are subsequently registered or an exemption from such registration is available and unless such investor complies with the other applicable provisions of the Operating Agreement. There will be no market for the Units and a Member cannot expect to be able to liquidate his, her or its investment in the case of an emergency. Further, the sale of Units may have adverse federal income tax consequences. The transfer of a Member's Units is strictly limited and requires the prior written consent of the Manager. No transfer will be allowed unless the Manager determines, in its sole discretion, that the transfer will not cause the Company to be "publicly traded." There are no specified circumstances relating to the granting or withholding of the required prior written consent of the Manager, although the Manager will observe the standards of a fiduciary to the Members as a group in determining whether to grant or withhold its consent as to any particular request for a transfer.

Speculative Investment

The Company's business objectives are highly speculative and there is no assurance that the Company will satisfy those objectives. No assurance can be given that the Members will realize a substantial return, or any return, on their purchase of Units or that the Members will not lose their entire investment in the Company.

Sale of Additional Units in the Future

Future capital requirements depend on many factors, including the costs of constructing improvements on the Project and the Company's and Project Entity's financing needs. Any equity or debt financings of the Project Entity or the Company, if available at all, may be on terms that are not favorable to the Company or Project Entity. In the case of debt financings, the obligations related to such debt may restrict the Company's or Project Entity's operations, encumber their assets, and jeopardize their ability to obtain other financings. If adequate capital cannot be obtained, the Company's and the Project Entity's business, operating results and financial condition could be adversely and materially affected.

Debt Financing Presents Risks

The Company expects to employ leverage in connection with its operations and the Company and the Project Entity intends to obtain debt financing for the Project that will be secured by the Project. The use of leverage involves a high degree of financial risk and may increase the exposure of the Company to factors such as rising interest rates or downturns in the economy. Principal and interest payments on any indebtedness of the Company and/or the Project Entity would have to be made when they become due and payable regardless of whether sufficient cash is available. If sufficient cash flow is not available, the obligation to pay principal and interest on the debt, if any, could negatively impact the Company and its ability to make distributions to the Members. If such capital is not available, the Company's or the Project Entity's default in paying such principal and interest could result in foreclosure of any security instrument securing the debt (including any security interest encumbering the Project) and the complete loss of the Company's capital invested and/or assets.

Separate Understandings with Certain Members

The Manager, in its own name or on behalf of the Company, may enter into side letters or other written agreements to or with an investor or any Member, without the consent of or disclosure to other Members, to provide additional rights or obligations pertinent to an investment in the Company. As a result

of side letters, certain Members may benefit from arrangements that do not apply to others. No waiver or modification of terms for any Member will entitle any other Member to such waiver or modification. The Manager is not required to notify Members of any side letters or of any of the terms thereof, nor will the Manager be required to offer any of the terms set forth in any side letter to other Members.

Potential Conflicts Among Members

The Members may include persons or entities organized in various jurisdictions within the United States who may have conflicting investment, tax and other interests with respect to their investments in the Company. The conflicting interests of individual Members may relate to or arise from, among other things, the nature of investments made by the Company, the structuring of the acquisition of the Company investments and the timing and disposition of investments. Such structuring of the Company investments may result in different returns being realized by different Members. As a consequence, conflicts of interest may arise in connection with decisions to be made by the Manager, including with respect to the nature or structuring of investments which may be more beneficial for one Member than for another Member, especially with respect to each Member's individual tax situations. In selecting and structuring any acquisition of the Project, the Manager will be under no obligation to consider the investment, tax or other objectives of any Member individually.

Cybersecurity Risk

The Company, the Project Entity and their affiliates are susceptible to operational, information security and related risks. In general, cyber incidents can result from deliberate attacks or unintentional events. Cyberattacks include, but are not limited to, gaining unauthorized access to digital systems (*e.g.,* through "hacking" or malicious software coding) for purposes of misappropriating assets or sensitive information, corrupting data, or causing operational disruption. A successful penetration or circumvention of the security of the Company's systems or the systems of service providers, counterparties or others on whom they rely could result in the loss or theft of an investor's data or funds, the inability to access electronic systems, loss or theft of proprietary information, physical damage to a computer or network system or costs associated with system repairs. Cyberattacks may also be carried out in a manner that does not require gaining unauthorized access, such as causing denial-of-service attacks on websites (*i.e.,* efforts to make network services unavailable to intended users). Such incidents could cause the Company and the Project Entity, their counterparties and other service providers to incur regulatory penalties, reputational damage, additional compliance costs or financial loss.

REAL ESTATE RISKS

General Risk of Investment in Real Estate

The economic success of an investment in the Company will depend upon the operations and potential sale of the Project, which will be subject to risks typically associated with investments in real estate. Fluctuations in occupancy rates, rental rates, interest rates, economic conditions, and operating and development expenses can adversely affect operating results or render the sale or refinancing of the properties difficult or unattractive. No assurance can be given that certain assumptions as to future levels of sales and development will be accurate since such matters will depend on events and factors beyond the control of the Manager. Such factors include adverse changes in tenant needs, local population trends, market conditions, neighborhood values, local economic and social conditions, supply and demand for property such as the apartments offered by the Project, competition from similar properties, interest rates and real estate tax rates, governmental rules, regulations and fiscal policies, the enactment of unfavorable real estate rent control, environmental, zoning, or hazardous material law, uninsured losses, effects of

inflation, and other risks.

Local Market Conditions

The performance of local real estate markets depends in part, on events and factors outside the control of the Manager, including local market and economic conditions that may significantly affect rents and vacancy rates and the value of the investment. Accordingly, the Company's performance and its ability to make distributions to Members could be materially and adversely affected by market and economic conditions in this geographic area. Risks that may affect conditions in this areas include:

- the local economic climate (which may be adversely affected by industry slowdowns, decreases in government spending, and other factors);
- local real estate conditions (such as an oversupply of properties);
- a decline in business growth that adversely affects occupancy or rental rates;
- the inability or unwillingness of tenants to pay rent increases;
- an adverse change in local governmental procedures; and
- significant change in property tax assessments.

Any or all of these risks could adversely affect the Project's ability to achieve its desired yields and to make expected distributions to the Members.

Toxic Mold

Litigation and concern about indoor exposure to certain types of toxic molds has increased as the public has become aware that exposure to mold can cause a variety of health effects and symptoms, including allergic reactions. Toxic molds can be found almost anywhere: they can grow on virtually any organic substance, as long as moisture and oxygen are present, including on wood, paper, carpet, foods, and insulation. When excessive moisture accumulates in buildings or on building materials, mold growth will often occur, particularly if the moisture problem remains undiscovered or unaddressed. It is impossible to eliminate all mold and mold spores in the indoor environment. In warm or humid climates, the likelihood of toxic mold can be exacerbated by the necessity of indoor air-conditioning year-round. The difficulty in discovering indoor toxic-mold growth could lead to an increased risk of lawsuits by affected persons, and the risk that the cost to remediate toxic mold will exceed the value of the property. Because of attempts to exclude damage caused by toxic mold growth from certain liability provisions in insurance policies, there is no guarantee that insurance coverage for toxic mold will be available now or in the future.

Toxic and Hazardous Materials; No Environmental Indemnity

Federal, state, and local laws impose liability on a landowner for releases of 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 landowner may be held liable for hazardous materials brought into the property before it acquired title and for hazardous material 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 properties that will be acquired by the Manager to be in violation of law at any time, the Company may be liable for all cleanup costs, fines, penalties and other costs. This potential liability will continue after properties are sold, may apply to hazardous substance contamination, and may not be recoverable from a responsible party, in which case the financial viability of the property may be substantially affected. In extreme cases, the property may be rendered worthless or worse, where the developer and the Company may be obligated to pay cleanup costs in excess of the value of the property.

Asbestos Containing Materials

Certain U.S. federal, state, and local laws, regulations and ordinances govern the removal, encapsulation or disturbance of asbestos containing materials when such materials are in poor condition or in the event of construction, remodeling, renovation, or demolition of a building. Such laws may impose liability for release of asbestos containing materials and may provide for third parties to seek recovery from owners or operators of real property for personal injury associated with asbestos containing materials, and the Company may incur costs associated with the removal of asbestos containing materials or liability to third parties.

Other Hazardous Materials

The Project Entity has obtained a Phase I environmental assessment to determine the existence of hazardous materials and other environmental problems prior to closing on the Project. However, it is possible that the Project may have known or unknown environmental problems which may bear on the potential return to the Company. It is also possible that the third party engaged by Obsidian to prepare the Phase I failed to include certain hazardous materials or other environmental problems in the Phase I.

Uninsured Losses

Obsidian and the Manager will attempt to maintain adequate insurance coverage against liability for personal injury and property damage. However, there can be no assurance that insurance will be sufficient to cover any such liability. In addition, insurance against certain risks, such as hurricanes, wildfires, tornadoes, floods and earthquakes, may be unavailable or available only at an unacceptable cost or in amounts that are less than the full market value or replacement cost of the properties; in which case, the Project Entity may not obtain the necessary insurance coverage and the Company does not intend to obtain any additional insurance coverage. Furthermore, there can be no assurance that particular risks which are currently insured will continue to be insured on an economical basis or that current levels of coverage will continue to be available. If a loss occurs that is partially or completely uninsured, the Manager, Project Entity, Company and Members may lose all of their investment in the Project.

Lack of Diversification

The Company has no plans to acquire, develop or invest in any other properties or investments of any type. The Company will only invest in the Project Entity, which, in turn, will only invest in the Project, significantly limiting diversification of the investment and increasing the risk of loss to investors. In the event of an economic recession affecting the economies of the market area in which the Project is located, or the occurrence of any one of many other adverse circumstances, the performance of the Company may be adversely affected. A more diversified investment portfolio would not be impacted to the same extent upon such an occurrence.

Illiquidity of Real Estate Investments

The Company's ownership in the Project Entity will be illiquid. This illiquidity will limit the ability of the Company to respond to changes in economic or other conditions.

Construction Risks

After the closing on the Project by the Project Entity, there may be delays before any remodeling begins. While the Manager will carefully review the proposed construction budget, unforeseen events can

occur that will increase construction costs. In addition, there may be materials and labor shortages, delays in permitting and approvals, cost increases due to tariffs, and other similar risks.

Occupancy and Renewal of Leases

The Manager has made its determination regarding the Project based in part on the Project's projected rent levels. However, there can be no assurances that the Project will continue to be occupied at the projected rents. If the tenants do not renew or extend their lease, if tenants default under their lease at the Project, if tenants of the Project terminate their lease, or if the terms of any renewal (including the cost of concessions to tenants) are less favorable than existing lease terms, the operating results of the Project could be substantially affected. As a result, the Project Entity may not be able to make distributions to the Company, and, in turn, the Company may not be able to make distributions to the Members at the anticipated levels and the value of the Project would likely decline.

Condemnation of Land

The Project or a portion of the Project could become subject to an eminent domain or inverse condemnation action. Any such action could have a material adverse effect on the marketability of the Project or the amount of return on investment for the Members.

Compliance with the Americans with Disabilities Act

Under the Americans with Disabilities Act of 1990 (the "**ADA**"), public accommodations must meet certain federal requirements related to access and use by disabled persons. Facilities initially occupied after January 26, 1992 must comply with the ADA.

Regulatory Matters

Future changes in land use and environmental laws and regulations, whether federal, state or local, may impose new restrictions on the development or use, and therefore the value, of real estate. The re-sale of the real estate by the Company may be adversely affected by such regulations.

Natural Disasters

Natural disasters and severe weather such as earthquakes and tornadoes may result in significant damage to the Project. The extent of loss in operating income in connection with such events is a function of the severity of the event and the total amount of exposure in the affected area. The Company's sole asset is its investment in the Project and accordingly a single catastrophe or destructive weather event around the Project may have a significant effect on the financial condition and operation of the Project.

FINANCING RISKS

Leverage and Availability of Financing and Market Conditions

Market fluctuations in real estate financing may affect the availability and cost of funds needed in the future for the Project, and the Manager and the Company are unable to predict the effects of such fluctuations in the Company. In addition, credit availability has been restricted in the past and may become restricted again in the future. Restrictions upon the availability of real estate financing on real estate loans could adversely affect the value of the Project. Although the investors will not personally guarantee the loan, if the Project were to fail, the Members would be in the first loss position and the Company would

lose all of its investment in the Project. No assurance can be given that future cash flow will be sufficient to make debt service payments on any loans and to cover all operating expenses. If the Project's revenues are insufficient to pay debt service and operating costs, the Project Entity or the Company may be required to seek additional working capital. There can be no assurance that such additional funds will be available. In the event additional funds are not available, the lender(s) may foreclose on the Project and the Members could lose their investment. In addition, the degree to which the Project Entity is leveraged could have an adverse impact on the Company, including (i) increased vulnerability to adverse general economic and market conditions, (ii) impaired ability to expand and to respond to increased competition; (iii) impaired ability to obtain additional financing for future working capital, capital expenditures; general corporate or other purposes and (iv) requiring that a significant portion of cash provided by operating activities be used for the payment of debt obligations, thereby reducing funds available for operations and future business opportunities.

Refinance Risks

If the Project is still owned by the Project Entity at the time the loan matures, the loan will have to be further extended or re-financed. The Manager cannot predict whether such extensions or replacement loans will be available or the terms of such extensions or replacement loans. Based on historical interest rates, current interest rates are low and, as a result, it is likely that the interest rate that may be obtained upon refinancing will be significantly higher than that of the current loan. A refinance of the loan may require a capital infusion. While the investors will have no obligation to contribute to the capital infusion, the Manager may decide to do so as a capital contribution from an outside source, which would be dilutive to the Company.

Events of Default

It is anticipated that certain actions by the Company will constitute events of default under the loan documents. Generally, it is anticipated that the following items will cause a default under the loan: the failure to pay required payments under the loan, the failure to pay taxes, the failure to maintain insurance, the assignment by an owner of the Project of an interest in the Project to a creditor, the bankruptcy of an owner of the Project, the filing of an action for partition, or the transfer of an interest in the Project without lender's consent. Additional events of default may be applicable for some or all of the loans.

RISKS RELATED TO COVID-19 AND OTHER DISEASES

Significant Uncertainties and Economic Disruption

The outbreak and global spread of a novel strain of coronavirus ("**COVID-19**") and the various attempts to contain the virus created significant uncertainties and economic disruption throughout the world. COVID-19 continues to evolve and new strains of the virus continue to spread globally. The effects of "long COVID" are still unknown and we cannot predict the extent to which the coronavirus or other diseases may directly or indirectly affect the real estate industry as a whole and multifamily properties (including apartment buildings and condominium properties such as the Project) or the potential for investment returns.

Business Risks

The COVID-19 outbreak forced many companies to close certain business operations, to impose travel restrictions, and to adopt remote work protocols in an attempt to protect workforce health and slow community spread of the disease. Should COVID-19 or any other pandemic resurge, the Manager's

attention may be diverted away from normal operations and its resources may be constrained. While we cannot predict the duration or scope of the COVID-19 pandemic, the emergence of new variants, or the emergence of other diseases, the pandemic may have a negative material impact on the Company's business, including the Company's investment in the Project Entity and the Project's respective development and operating plans.

RISKS RELATED TO CONFLICTS OF INTEREST

The Company is subject to various potential and actual conflicts of interest arising out of its relationship with the Manager, the REIT Manager and REIT and their respective principals and affiliates. None of the agreements and arrangements between the Company, Manager, REIT Manager, and REIT is the result of arm's-length negotiations. These conflicts include, but are not limited to, the following:

Other Investment and Business Opportunities

THE MANAGER, ITS AFFILIATES AND THEIR RESPECTIVE PRINCIPALS DEVOTE AS MUCH OF THEIR TIME AND RESOURCES TO THE ACTIVITIES OF THE COMPANY, PROJECT ENTITY AND THE PROJECT AS THEY DEEM NECESSARY AND APPROPRIATE. THERE IS NO RESTRICTION ON THE MANAGER, ITS AFFILIATES OR THEIR RESPECTIVE PRINCIPALS ENTERING INTO OTHER RELATIONSHIPS OR ENGAGING IN OTHER BUSINESS ACTIVITIES, EVEN THOUGH THOSE ACTIVITIES MAY BE IN COMPETITION WITH THE COMPANY, THE PROJECT ENTITY AND/OR THE PROJECT, WHETHER OR NOT SUCH ACTIVITIES MAY INVOLVE SUBSTANTIAL AMOUNTS OF THEIR TIME AND RESOURCES.

No Separate Representation

THE MANAGER AND THE COMPANY HAVE NOT BEEN REPRESENTED BY SEPARATE COUNSEL IN CONNECTION WITH THE FORMATION OF THE COMPANY, OR THE DRAFTING OF THIS MEMORANDUM OR THE OPERATING AGREEMENT, OR ANY OTHER OF THE VARIOUS AGREEMENTS AND OTHER DOCUMENTS OR ENTITIES RELEVANT TO THIS OFFERING OR THE OFFERING OF THE UNITS THEMSELVES. THE ATTORNEYS, ACCOUNTANTS AND OTHER EXPERTS WHO PERFORM SERVICES FOR THE COMPANY, PROJECT ENTITY AND THE MANAGER MAY PERFORM SIMILAR SERVICES FOR THEIR AFFILIATES AND PRINCIPALS, AND IT IS CONTEMPLATED THAT SUCH MULTIPLE REPRESENTATIONS WILL CONTINUE IN THE FUTURE. HOWEVER, SHOULD THE COMPANY OR THE MANAGER BECOME INVOLVED IN DISPUTES, THE MANAGER WILL CAUSE THE DISPUTING PARTIES TO RETAIN SEPARATE COUNSEL FOR SUCH MATTERS.

Competition by the Company with Affiliates of Manager

THE MANAGER, ITS PRINCIPALS, EMPLOYEES, AGENTS, MEMBERS, AND AFFILIATES MAY FORM ADDITIONAL LIMITED LIABILITY COMPANIES, PARTNERSHIPS, OR OTHER ENTITIES IN THE FUTURE TO ENGAGE IN ACTIVITIES SIMILAR TO THOSE OF THE COMPANY OR PROJECT ENTITY, AND MAY BE ENGAGED IN SPONSORING ONE OR MORE SUCH ADDITIONAL ENTITIES AT APPROXIMATELY THE SAME TIME AS THE COMPANY'S INVESTMENT IN PROJECT ENTITY IS BEING MADE. THESE ACTIVITIES MAY INVOLVE CONFLICTS OF INTEREST AND/OR DIRECT COMPETITION. UNDER NO CIRCUMSTANCES WILL PURSUIT BY SUCH PERSONS OF SUCH COMPETING ACTIVITIES BE CONSTRUED AS A BREACH OF SUCH PERSON'S DUTIES TO THE COMPANY, PROJECT ENTITY OR MANAGER.

ADDITIONALLY, THE PRINCIPALS OF THE MANAGER AND ITS AFFILIATES ARE EMPLOYED INDEPENDENTLY OF THE COMPANY OR THE PROJECT ENTITY AND MAY ENGAGE IN OTHER ACTIVITIES. THE MANAGER AND ITS AFFILIATES AND THEIR RESPECTIVE PRINCIPALS ARE ENGAGED IN OTHER ACTIVITIES AND INTEND TO CONTINUE TO ENGAGE IN SUCH ACTIVITIES IN THE FUTURE, INCLUDING OTHER REAL ESTATE VENTURES THAT MAY ACQUIRE REAL ESTATE THAT IS SIMILAR TO THE PROJECT. THE MANAGER AND ITS AFFILIATES AND THEIR PRINCIPALS WILL THEREFORE HAVE CONFLICTS OF INTEREST IN ALLOCATING MANAGEMENT TIME, SERVICES AND FUNCTIONS BETWEEN VARIOUS EXISTING ENTERPRISES AND FUTURE ENTERPRISES THE MANAGER ITS AFFILIATES AND PRINCIPALS MAY ORGANIZE, AS WELL AS OTHER BUSINESS VENTURES IN WHICH THE MANAGER ITS RESPECTIVE AFFILIATES AND PRINCIPALS MAY BE OR MAY BECOME INVOLVED. THE MANAGER AND ITS AFFILIATES, HOWEVER, BELIEVE THAT THEY WILL HAVE SUFFICIENT STAFF, CONSULTANTS, INDEPENDENT CONTRACTORS AND BUSINESS MANAGERS TO ADEQUATELY PERFORM THEIR RESPONSIBILITIES TO THE COMPANY. SEE APPENDIX IV TO THIS MEMORANDUM FOR AN OVERVIEW OF THE RELATIONSHIP BETWEEN THE COMPANY, MANAGER, REIT, MANAGER, THE PROJECT ENTITY AND THEIR RESPECTIVE PRINCIPALS.

Ownership of the Manager

THE MANAGER AND REIT ARE AFFILIATES, AS (a) THE MANAGER IS THE SOLE MANAGER OF REIT MANAGER, AND (b) REIT MANAGER IS THE SOLE MANAGER OF REIT. ACCORDINGLY, GIVEN THE AFFILIATIONS OUTLINED ABOVE AND IN APPENDIX IV ATTACHED TO THIS MEMORANDUM, SUCH OTHER MEMBERS OF MANAGER, REIT MANAGER, REIT, OR THEIR RESPECTIVE AFFILIATES AND PRINCIPALS, MAY HAVE CONTROL OVER, OR WILL HAVE TO PARTICIPATE IN, DECISIONS INVOLVING THE MANAGER, THE COMPANY, THE PROJECT ENTITY AND THE PROJECT, AND THUS, AN INVESTOR'S INVESTMENT MAY BE SUBJECT TO THE DECISIONS OF SUCH OTHER MEMBERS AND PRINCIPALS, WHOSE INTERESTS MAY NOT BE ALIGNED WITH THOSE OF THE COMPANY, PROJECT ENTITY OR THE PROJECT.

RISKS RELATED TO TAX MATTERS GENERALLY

The following discussion summarizes certain general tax risks associated with an investment in the Units. Unless otherwise indicated, all statutory references in this Section of the Memorandum are to the Internal Revenue Code of 1986 (the "**Code**"). IN ADDITION TO THIS SECTION, EACH PROSPECTIVE INVESTOR SHOULD ALSO READ THE "UNITED STATES FEDERAL INCOME TAX CONSEQUENCES" BELOW CAREFULLY. EACH PROSPECTIVE INVESTOR SHOULD ALSO OBTAIN THE ADVICE OF HIS, HER, OR ITS OWN TAX ADVISOR CONCERNING THE MATTERS DISCUSSED HEREIN AND THE EFFECT OF AN INVESTMENT IN THE UNITS ON HIS, HER, OR ITS TAX SITUATION.

Uncertain Tax Consequences

The Internal Revenue Service ("**IRS**") or the courts might disagree with the positions taken by the Company and/or its Members as to the tax consequences of an investment in Units. In addition, such tax consequences could be changed significantly by reason of further changes in the tax laws or the interpretations thereof, any of which could be applied retroactively. A change in tax law could materially and adversely affect the value of an investment in Units.

No IRS Rulings

The Company will not seek a ruling from the IRS as to any of the federal income tax consequences of an investment in the Units. Thus, positions taken by Company as to tax consequences could differ from positions taken ultimately by the IRS, which could result in unexpected and material modifications to the tax returns and tax liabilities of the Company and its Members.

Partnership Status

The flow-through to Members of the Company's items of income, gain, loss and deduction depends upon classification of the Company as a "partnership" (rather than as an association taxable as a corporation) for federal income tax purposes. Section 7704 of the Code treats certain "publicly traded partnerships" as corporations for federal income tax purposes. Section 7704 defines a publicly traded partnership as a partnership in which the partnership interests are traded on an established securities market or are readily tradable on a secondary market or the substantial equivalent of a secondary market. If all interests in a partnership were issued in transactions that were not required to be registered under the Securities Act of 1933 and if the partnership does not have more than 100 partners at any time, the interests in such partnership will be treated as not readily tradable on a secondary market or the substantial equivalent of a secondary market. The Company does not expect to be taxable as a corporation under the "publicly traded partnership" rules of Section 7704 of the Code, but there can be no assurance that will be the case. In addition, the U.S. Congress and several states are evaluating ways to subject partnerships to entity-level taxation. Entity-level taxation would reduce the Company's distributions to the holders of the Units and could adversely affect the value of an investment in the Units.

Effective for tax years beginning after December 31, 2017, the U.S. Congress enacted Section 199A of the Code, which provides that each owner of a pass-through entity (such as a partnership) is entitled to a deduction of up to 20% of the "qualified business income" allocated to the owner from such entity. "Qualified business income" is generally defined as the net amount of qualified items of income, gain, deduction, and loss relating to any qualified trade or business of the taxpayer. This deduction is subject to various limitations and phase-outs based on the owner's personal income tax situation, as well as the tax and financial situation of the entity. Accordingly, the availability of this deduction to each Member with regard to the Company's income is uncertain and may be subject to limitations and phase-outs that lead to a limited or even no deduction being available to a Member for the Company's income that is allocated to such Member. Section 199A is currently scheduled to sunset on December 31, 2025, after which no such deduction would be available. Further, the U.S. Congress may make changes to, or repeal, Section 199A at any time, which may adversely affect the tax consequences of the flow-through income allocated to Member and the value of an investment in the Company.

Tax Liability in Excess of Company Distributions

Holders of Units will be required to pay U.S. federal income taxes and, in some cases, state and local income taxes on their shares of the Company's taxable income even if they do not receive any cash distributions from the Company. Holders of Units may not receive cash distributions from the Company equal to their shares of the Company's taxable income or even equal to the actual tax liability that results from that income although it would be the intention of the Manager to make such a distribution.

Passive Activities

Under Section 469 of the Code, losses and credits from a business activity in which a taxpayer does not participate materially are not allowed as a deduction against other income, including salary, active

business income and portfolio income (*e.g.*, dividends or interest). Nonparticipating losses and credits (*i.e.*, passive losses) may be used only to offset income and gains from other "nonparticipating business activities," including gain upon the disposition of the investment generating such losses. The Company generally expects an investment in Units to constitute an investment in a passive activity.

Possible Audit of Company's Tax Return

The Company's federal income tax information return is subject to audit by the IRS. Any such audit may lead to adjustments, in which event the Members may be required to file amended personal federal income tax returns. Any such audit may also lead to an audit of a Member's individual tax return and adjustments to items unrelated to the investment in Units. Effective for tax years beginning in 2018, partnerships became subject to new audit rules adopted in the Bipartisan Budget Act of 2015 (the "**New Audit Rules**"). The New Audit Rules generally require taxes arising from audit adjustments to be paid by the entity rather than by its partners or members unless the entity elects otherwise. It is unclear to what extent these elections will be available to the Company and how any such elections may affect the procedural rules available to challenge any audit adjustment that would otherwise be available in the absence of any such elections. Members could be obligated to pay any such taxes and other costs, and may have to take the adjustment into account for the taxable year in which the adjustment is made rather than for the audited taxable year. The Manager will be the Company's "partnership representative." The partnership representative will have authority to bind the Company with regard to federal tax matters, and all Members of the Company will generally be bound by any elections made by the partnership representative, and any settlements reached by the partnership representative with the IRS. Prospective investors are urged to consult with their tax advisors regarding the possible effect of the New Audit Rules on them.

Penalties and Interest

If the IRS were to challenge successfully the Company's tax treatment of one or more items, the Members could be liable for penalties and interest as well as additional tax. For example, a "substantial understatement penalty" equal to 20% of a substantial understatement of income tax could be imposed in certain circumstances.

State and Local Taxes

The Company may operate in states and localities that impose taxes on the Company's assets, transactions or income or on each Member based upon such Member's share of any income derived from the Company's activities in such jurisdictions. Members may be required to file state tax returns and to pay the taxes described in the preceding sentence and may be subject to penalties for failure to comply with these requirements. Depending upon the location of the Company's properties and applicable state and local laws, deductions or credits available to a Member for federal income tax purposes may not be available for state or local income tax purposes. Pursuant to the income tax rules of the states in which the Company operates, the Manager may be required, or may elect, to withhold or pay tax with respect to income allocable to, or from distributions otherwise payable to, Members if such Members are not residents of such states.

In certain jurisdictions, estate or inheritance taxes may be payable therein upon the death of a Member due to the operations of the Company in those jurisdictions. Therefore, a Member may be subject to income taxes, estate or inheritance taxes or both in states or localities in which the Company does business as well as in the Member's own state or domicile.

A discussion of state, local, and estate or inheritance taxes is beyond the scope of this Memorandum. However, because of the possibility that such taxes may have an impact on the economic value of the Company and on the value of the Members' interests therein, prospective investors should consult with their own tax advisors to determine the effect of such taxes.

Tax-Exempt and Non-U.S. Persons

In considering an investment in Units of a portion of the assets of a trust or a pension or profit-sharing plan qualified under Code Section 401(a) and exempt from tax under Code Section 501(a), a fiduciary should consider (i) that the plan, although generally exempt from federal income taxation, would be subject to income taxation were its income from an investment in the Company and other unrelated business taxable income to exceed $1,000 in any taxable year (if the Company generates income, a portion of such income will likely be unrelated business taxable income), (ii) 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, (iii) whether the investment is in accordance with the plan documents and satisfies the diversification requirements of Section 404(a) of ERISA, (iv) 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, (v) that the Company has a limited history of operations and (vi) whether the Company or any affiliate is a fiduciary or party in interest to the plan. Investment in Units by tax-exempt entities, such as employee benefit plans and individual retirement accounts (known as IRAs), and non-U.S. persons raises issues unique to them. For example, virtually all of the Company's income allocated to organizations exempt from U.S. federal income tax, including IRAs and other retirement plans, will likely be unrelated business taxable income and taxable to them. The Company will be required to withhold taxes at the highest applicable tax rate on non-U.S. persons' allocable shares of the Company's taxable income, and non-U.S. persons will be required to file U.S. federal income tax returns and pay tax on their allocable shares of the Company's taxable income. A discussion of these issues is beyond the scope of this Memorandum. Any tax-exempt entity or non-U.S. person should consult with its own tax advisor before investing in Units.

SUMMARY OF THE OPERATING AGREEMENT

A prospective investor should read and familiarize herself, himself or itself with the Operating Agreement that appears in Appendix I to this Memorandum. The following statements summarize certain provisions of the Operating Agreement as currently in effect but do not purport to provide a complete description; and Company qualifies them in their entirety by express reference to the Operating Agreement. References to the Operating Agreement in this Memorandum may conflict or not correspond with the most recent Operating Agreement because the Operating Agreement may be amended subsequent to the date of this Memorandum.

Unless otherwise defined elsewhere in this Memorandum, capitalized terms used in this section have the meanings ascribed to them in the Operating Agreement.

Nature of the Company

The Company, a Delaware limited liability company, was organized on August 9, 2022. All Units of the Company's Membership Interests will be owned by the Members.

Control of Operations of the Company

The powers invested in the Manager under the Operating Agreement are quite broad. Generally, the Manager has full, exclusive and complete responsibility and discretion in the management and control of Company and the members have no authority to transact business for, or participate in the regular management activities and decisions of, Company.

Capital Contributions

Members will contribute to Company $1,000 for each Unit purchased in Company. A qualified investor will become a Member upon payment of the purchase price of Units, the execution of applicable documents as required in the Manager's discretion and the acceptance of the subscription by the Manager.

Member Liability

The liability of each Member will be limited to the amount of such Member's investment in Company, together with any undistributed share of the profit of the Company credited to such Member's capital account and certain distributions made to such Member by the Company. Such circumstances include instances where a Member received a distribution of money or other property and, after giving effect to such distribution, Company's liabilities would exceed the fair value of its assets.

Manager Compensation

Although the Manager will not receive any compensation in connection with its management of the Company, the Manager will: (i) through its control and ownership of REIT, receive a portion of the Project Entity's distributions as outlined above, and (ii) receive an acquisition fee from the Project Entity equal to $672,406 payable to Manager within 60 days of the Equity Recap (as defined in the PE Operating Agreement).

Withdrawal of Contribution & Dissociation

Prior to the dissolution and liquidation of Company, no Member will be entitled to (i) withdraw any of the Member's Capital Contributions except as provided in the Operating Agreement, (ii) to demand or receive any Company property, (iii) have priority over any other Member with respect to the return of Capital Contributions, allocations of Profits or Losses or any other distributions, except as expressly provided in the Operating Agreement; and (iv) unilaterally dissociate from the Company or require their interest in the Company be redeemed, in whole or in part.

Allocations and Distributions

To the extent Company has sufficient Net Cash Flow, Members will receive 100% of the Net Cash Flow and Capital Proceeds, if any, pro rata in accordance with their Percentage Interests. The Company will receive allocations and distributions from the Project Entity as described in "Summary of the PE Operating Agreement" section below.

Percentage Interest

A Member's Percentage Interest will be equal to a fraction, the numerator of which is equal to the total Units owned by such Member and the denominator of which is equal to the total outstanding Units, expressed as a percentage. Fractional Units are acceptable.

Limited Transferability of Units

The Units are subject to significant restrictions on transferability. The Units may not be sold, transferred or assigned, in whole or in part, unless the Manager approves of such transfer in writing in advance.

Dissolution and Liquidation

The Company will be dissolved upon the first to occur of the following: (a) Manager determines that the Company be dissolved; (b) on order by a Court of competent jurisdiction decrees that the Company be dissolved; (c) cessation of business by the Company; or (d) upon the consent, in writing, of Members holding an aggregate of not less than 80% of the Units.

Upon dissolution of the Company, the assets of the Company will be liquidated and the proceeds thereof will be paid, to the extent permitted by applicable law, in the following order of priority: first, to creditors of the Company (including the Manager and/or Members) to the extent otherwise permitted by law, in satisfaction of liabilities of the Company; and second, to the Members as provided in Article V of the Operating Agreement.

Indemnification of The Manager

The Company shall indemnify, defend, and hold harmless the Members, the Manager, employees or agents of the Company and any employee, representative, agent or Affiliate of the Members ("**Covered Person**") for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the Operating Agreement, except that no Covered Person will be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any

indemnity under Article XIII of the Operating Agreement will be provided out of and to the extent of Company assets only, and the Members will not have personal liability on account thereof.

Manager's Tenure

The Manager shall hold office until the earlier of such Manager's dissolution, death, or resignation, as applicable. The Manager may be removed for cause by the affirmative vote of the Members holding at least 80% of the Units by reason of the Manager's incompetency, willful misconduct, gross negligence or conviction of the Manager or its principals of a felony; provided, however, that (i) prior to removal of the Manager for cause, the Members desiring such removal shall provide Manager at least thirty (30) days prior written notice and an opportunity to cure the cause of such removal event, which cure shall include, without limitation, removal from management of Manager any principal convicted of a felony; and (ii) at all times while any loans remains outstanding, the Manager shall not be removed without also obtaining the prior written consent of lender(s).

Reports

For each fiscal year of the Company, the Manager shall make its best efforts to send to each person who was a Member at any time during such fiscal year, within one hundred twenty (120) days of the end of each fiscal year, (A) a completed IRS Schedule K-1 and (B) an annual report of the Company. In addition, for each quarter, the Manager shall send to each person who was a Member at any time during such quarter, within forty-five (45) days after the end of such quarter, quarterly financial statements of the Company. Also, Manager shall use its best efforts by November 1 of the prior fiscal year with respect to each subsequent fiscal year, to prepare and approve for the Company for the fiscal year in question a proposed annual operating budget and to submit the same to the Members*. Investors acknowledge and agree that the reports provided may be based upon and/or identical to the reports prepared on behalf of the Project Entity*.

Governance of the Company

Company is a Delaware limited liability company and subject to the Delaware Limited Liability Company Act. In addition, the governance provisions of Company are set forth in the Operating Agreement which is attached hereto. The Operating Agreement of Company is incorporated herein by reference.

Amendments

The Operating Agreement may be amended with the approval of 80% of the Members; provided, however, that (A) an amendment or modification reducing disproportionately a Membership Interest or other interest in Profits or Losses or in distributions or increasing a Members' obligation to contribute to the capital of the Company will be effective only with that Member's consent, and (b) an amendment or modification reducing the required threshold for any consent or vote in the Operating Agreement will be effective only with the consent or vote of Members having the Interest theretofore required.

SUMMARY OF THE PE OPERATING AGREEMENT

A prospective investor should read and familiarize herself, himself or itself with the PE Operating Agreement that appears in Appendix II to this Memorandum. The following statements summarize certain provisions of the PE Operating Agreement as currently in effect but do not purport to provide a complete description, and Company qualifies them in their entirety by express reference to the PE Operating Agreement. References to the PE Operating Agreement in this Memorandum may conflict or not correspond with the most recent PE Operating Agreement because the PE Operating Agreement may be amended subsequent to the date of this Memorandum.

Unless otherwise defined elsewhere in this Memorandum, capitalized terms used in this section have the meanings ascribed to them in the PE Operating Agreement.

Nature of the Company

The Project Entity, a Texas limited liability company, was formed on May 16, 2018. The Company will hold a minority interest in the Project Entity and remaining membership interests will be owned by Obsidian and REIT. The Project Entity is a single purpose entity and will have material limitations on its activities as described in the PE Operating Agreement.

Control of Operations of the Company

The powers invested in Obsidian, as the sole manager of the Project Entity, under the PE Operating Agreement are quite broad. Generally, Obsidian will have full, exclusive and complete responsibility and discretion in the management and control of the Project Entity and the members have no authority to transact business for, or participate in the regular management activities and decisions of, the Project Entity.

Member Liability

Generally, the liability of each member of the Project Entity will be limited to the amount of such member's investment in the Project Entity, together with any undistributed share of the profit of the Project Entity credited to such member's capital account and certain distributions made to such member by the Project Entity. Such circumstances include instances where a member received a distribution of money or other property and, after giving effect to such distribution, the Project Entity's liabilities would exceed the fair value of its assets.

Capital Contributions

The Company will become a member of the Project Entity upon payment for the Project Entity's Class A Units, and the execution of the Membership Interest Purchase Agreement and applicable documents as required in Obsidian's discretion.

As set forth in the PE Operating Agreement, Obsidian may require the members of the Project Entity, including the Company, to make additional capital contributions. Failure to make such additional capital contributions, may result in some or all of the following, among other remedies that may be available to Obsidian and the Project Entity: 10% interest accruing on the delinquent additional capital contribution amount, forfeiture of all voting rights (and all ability to vote on company matters), forfeiture of participation in Project Entity's Profits and Cash Distributions, prohibition from selling, transferring, pledging or otherwise disposing its Interest in the Project Entity, and prohibition from making any future contributions to the Project Entity. *In addition, failure to make additional capital contributions as required in the PE*

Operating Agreement may also result in the reduction, subordination, redemption, forced sale, or forfeiture of a Defaulting Member's Interests in the Project Entity.

Manager Compensation

Each investor hereby acknowledges and agrees to the payment of the following fees, *in addition to the Distributions described in Article 4 of the PE Operating Agreement and expense reimbursement described in Section 5.1 of the PE Operating Agreement*, paid by the Project Entity to Obsidian, and/or its affiliated entities, in consideration of its services as manager of the Project Entity (collectively, the "**Management Fees**"):

- Obsidian shall receive an asset management fee equal to 1.5% of the gross monthly revenue of the Property, which shall be payable to Obsidian on a monthly basis.

- Obsidian shall receive a finance fee equal to $89,316, which shall be payable to Obsidian within 60 days of the Equity Recap.

- Obsidian shall receive an acquisition fee equal to $83,281, which shall be payable to Obsidian within 60 days of the Equity Recap.

- Obsidian shall receive a construction management fee equal 5.0% of the total renovation costs of the Property, which shall be payable to Obsidian on a monthly basis during such renovations.

- In consideration for managing the Property, the property manager, as selected by Obsidian, shall be entitled to receive a base property management fee equal to 3% of the gross operating revenues derived from the Property which fee shall be paid on a monthly basis to such property manager.

Withdrawal of Contribution

No member of the Project Entity will be entitled to withdraw any portion of their Interests, except as expressly set forth in the PE Operating Agreement.

Allocations and Distributions

In accordance with the PE Operating Agreement, the Company, as minority Class A Member of the Project Entity, Obsidian, REIT and Manager shall receive distributions of Distributable Cash from Capital Transactions or operations of the Project Entity, as determined by Obsidian in its sole discretion, in the following order of priority:

(a) First, to Class A Members, pari passu, (i) until each Class A Member, including the Company, has been fully reimbursed in an amount equal to such Class A Member's initial Capital Contribution and Additional Capital Contribution, if any, and (b) until each Class A Member, including Company, has also received a 7.0% cumulative, non-compounded annual internal rate of return on their initial Capital Contribution and Additional Capital Contribution, if any (the "**Preferred Return**");

(b) Second, an amount that bears the same proportion to the total Preferred Return paid to the Class A Members to date as 35 bears to 65, such amount split 50/50 between Obsidian and the Manager;

(c) Third, 65% to the Class A Members, pari passu, and 17.5% to Obsidian and 17.5% to Manager, until such time as the Class A Members have received a 12% IRR on their Capital Contribution and Additional Capital Contribution, if any;

(d) Fourth, 50% to the Class A Members, pari passu, and 25% to Obsidian and 25% to Manager.

However, as provided in the PE Operating Agreement, there are a number of conditions that must be met before any distributions from the Project may be made to any member of the Project Entity. *There can be no assurance that the Company's objectives will be satisfied or that Members of Company will receive any distributions*.

Limited Transferability of Units

All Membership Interests in and to the Project Entity, including Company's Class A Units, are subject to significant restrictions on transferability. The Units may not be sold, transferred or assigned, in whole or in part, except as expressly set forth in the PE Operating Agreement.

Disassociation

The Company may be disassociated as a member of the Project Entity for Cause or by operation of law as set forth in Article XII of the PE Operating Agreement. Upon disassociation of Project Entity member, such disassociated member shall have no ability to participate in the management or control of the Project Entity's business and shall have no ability to vote on any company matters.

Obsidian Control

Obsidian as the sole Class B Member and the Manager of the Project Entity has additional rights and broad authority regarding material decisions affecting the Project Entity's business, including the management and operation of the Project. Accordingly, investors should review the PE Operating Agreement carefully.

Dissolution and Liquidation

The Project Entity will be dissolved upon an election of a majority of all of the Class A Members to dissolve the Project Entity or on the sale of the Project Entity's Assets by action of Obsidian (i.e., on self-liquidation). Upon dissolution of the Project Entity, all Assets of the Project Entity (including any Distributable Cash) will be distributed as described below:

(i) First, to pay the creditors of the Project Entity, including any third party who has loaned or advanced money to the Project Entity;

(ii) Second, to establish Reserves against anticipated or unanticipated Company liabilities; and

(iii) Then, to the members of the Project Entity as described in Section 4.3 of the PE Operating Agreement.

Indemnification of the Manager

Obsidian will not be subject to any liability to the Project Entity for the doing of any act or the failure to do any act authorized in the PE Operating Agreement, provided it was performed in good faith to

promote the best interests of the Project Entity, including any liability, without limitation, of Obsidian and any of its officers, employees, or agents, against judgments, settlements, penalties, fines, or expenses of any kind (including attorneys' fees and costs) incurred as a result of acting in that capacity.

Manager's Removal

Obsidian may not be removed as manager of the Project Entity by vote of the Class A Members.

Reports

The Project Entity, at its expense by March 15th of each year, will deliver to the Members: a copy of the Project Entity's federal tax return; a profit and loss statement for such period; and a balance sheet for the Project Entity as of the end of such period.

Governance of the Company

The Project Entity is a Texas limited liability company and subject to the Texas Business Organizations Code. In addition, the governance provisions of the Project Entity are set forth in the PE Operating Agreement, attached hereto. The PE Operating Agreement is incorporated herein by this reference as if set forth verbatim herein.

Amendments

The Project Entity's Certificate of Formation and the PE Operating Agreement may only be substantively amended by the affirmative vote of 75% of the Project Entity's members representing the total Membership Interest of the Company. However, notwithstanding the preceding sentence, Obsidian may amend this Agreement in a manner not materially inconsistent with the principles of the PE Operating Agreement, without the approval or vote of the Class A or Class B Members, including without limitation: (i) to issue non-substantive amendments to the PE Operating Agreement to correct minor technical errors; (ii) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to add any other provisions with respect to matters or questions arising under the PE Operating Agreement which will not be materially inconsistent with the provisions of the PE Operating Agreement; (iii) to appoint a different tax matters member; (iv) to take such steps as Obsidian deems advisable to preserve the tax status of the Project Entity as an entity that is not taxable as a corporation for federal or state income tax purposes; (v) to delete or add any provisions to the PE Operating as requested by the Securities and Exchange Commission or by state securities officials which is deemed by such regulatory agency or official to be for the benefit or protection of the PE Members; or (vi) to make amendments similar to the foregoing so long as such action does not materially and adversely affect the members of the Project Entity.

UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

CIRCULAR 230 NOTICE. The following discussion of United States federal income tax consequences was not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties that may be imposed on such person. It was written to support the promotion or marketing of an investment in the Units. Each prospective investor should seek advice based on the prospective investor's particular circumstances from an independent tax advisor.

The following discussion is a general summary only of certain United States federal income tax consequences relating to the purchase, ownership and disposition of Units, but does not purport to be a complete analysis of all the potential tax consequences that may be material to an investor based on such investor's particular tax situation. It is impractical to comment on all of the tax consequences of an investment in the Company or of the contemplated operations of the Company and the Project. Such consequences may vary depending on an investor's particular circumstances. The discussion is directed primarily to individuals who are citizens or residents of the United States. Investors who are not individual U.S. residents or citizens, such as non-U.S. residents, partnerships, corporations, tax-exempt entities, individual retirement accounts (IRAs), trusts, or estates may have federal income tax consequences substantially different from those discussed below. A particular investor may be subject to various facts and circumstances that are applicable only to him and that may give rise to additional considerations. The following discussion generally does not address any of those additional considerations. In addition, an investment in Units may have foreign, state and local tax consequences to a particular investor that are not discussed below. Accordingly, each potential investor is urged to consult with such investor's own tax advisor prior to purchasing Units, with specific reference to the effect of the investor's particular facts and circumstances on the matters discussed in this Memorandum.

The tax consequences discussed herein are based on existing provisions of the Code, existing Treasury Regulations (final, temporary, and proposed), published interpretations of the Code and such Treasury Regulations by the IRS, and existing court decisions, any of which could be changed or become inapplicable at any time. Any new legislation, judicial decisions, regulations, or other pronouncements may apply retroactively to transactions prior to the date of such changes and could significantly modify the statements made and tax considerations discussed in this Memorandum.

A portion of the following discussion focuses on the characterization of income or losses under various rules as ordinary income or loss or capital gain or loss. At the present time, the marginal rate of federal income tax applicable to long-term capital gains may be significantly more favorable for an individual taxpayer, depending upon income level, than the rate on ordinary income. Corporations, on the other hand, are taxable at the same rate on ordinary income and capital gains. The Company anticipates that all of its income will be taxable to investors, including individual investors, at ordinary income rates, subject to any applicable deductions that may be available to the investors pursuant to Section 199A of the Code.

No rulings will be requested from the IRS with respect to the tax consequences of ownership of interests in the Company. Additionally, no opinion of counsel will be requested with respect to such tax consequences.

EACH PROSPECTIVE INVESTOR IS ADVISED TO CONSULT WITH THE INVESTOR'S OWN TAX ADVISOR WITH RESPECT TO THE UNITED STATES FEDERAL, STATE, LOCAL AND FOREIGN INCOME TAX CONSEQUENCES OF AN INVESTMENT IN THE COMPANY.

Partnership Taxation

General. The Company intends and expects to be classified and treated as a partnership for U.S. federal income tax purposes. A partnership is not a taxable entity under federal income tax laws. Instead, each partner reports on the partner's federal income tax return for the taxable year in which the partnership's taxable year ends such partner's distributive share of the income, gains, losses, deductions, and credits of the partnership, irrespective of any actual cash distributions made to such partner during the partner's taxable year. For example, a partner will be required to report such partner's share of partnership income as determined under the partnership's method of accounting, notwithstanding that the revenues resulting in such income are retained in whole or in part by the partnership for payment of any partnership expenses, debt service, working capital, or otherwise. An investor's share of any partnership losses in a taxable year may be applied against the investor's income from other sources only to the extent of the tax basis of such investor's interest in the Company and to the extent permitted under the "passive activity" and "at risk" limitations, discussed below.

The classification of the Company as an association taxable as a corporation for federal tax purposes would have a material adverse effect on the investors. If the Company were determined to be taxable as a corporation, its income, gain, loss, deductions, and credits would be reported by the Company on its federal income tax return and would not pass through to the investors, the Company would be taxed directly on any net income, and distributions to its investors would be treated as taxable dividends to the extent of current and accumulated earnings and profits of the Company. Such distributions would not be deductible by the Company in computing its income tax. Thus, the value of an investment in the Units would be adversely affected if the Company were treated as a corporation.

Treasury Regulations under Section 7701 of the Code provide that a domestic business entity other than a "corporation" may elect to be treated as a partnership or an association (taxable as a corporation) for federal income tax purposes. For this purpose, a "corporation" is defined to include corporations denominated as such under applicable law, associations, joint stock companies, insurance companies and other entities distinguishable from the Company. Under a default rule in the Treasury Regulations, a limited liability company with at least two members, such as the Company, is treated as a partnership for federal tax purposes, unless the entity affirmatively elects to be treated as an association taxable as a corporation. The Company will not elect to be treated as an association taxable as a corporation for federal tax purposes. The classification of any Project in which the Company invests in the future as a partnership for federal tax purposes cannot be determined at this time because such classification depends upon agreements and actions to be entered into in the future.

Section 7704 of the Code treats certain "publicly traded partnerships" as corporations for federal income tax purposes. Section 7704 defines a publicly traded partnership as a partnership in which the partnership interests are traded on an established securities market or are readily tradable on a secondary market or the substantial equivalent of a secondary market. If all interests in a partnership were issued in transactions that were not required to be registered under the Securities Act of 1933 and if the partnership does not have more than 100 partners at any time, the interests in such partnership will be treated as not readily tradable on a secondary market or the substantial equivalent of a secondary market. The Company does not expect to be taxable as a corporation under the "publicly traded partnership" rules of Section 7704 of the Code, but there can be no assurance that will be the case.

THE FOLLOWING DISCUSSION IS PREDICATED ON THE ASSUMPTION THAT THE COMPANY WILL BE CLASSIFIED AS A PARTNERSHIP FOR FEDERAL TAX PURPOSES AND WILL NOT BE CLASSIFIED AS A "PUBLICLY TRADED PARTNERSHIP."

Taxation of Members. For each taxable year, each investor will be required to report on their individual federal income tax return such investor's share of partnership income, gain, loss, deduction, and credit for such taxable year. Each investor is required to take such investor's share into account in computing such investor's federal income tax liability regardless of whether the investor has received or will receive any cash distributions from the Company. Therefore, the investor may be required to report and pay tax on income that the Company has earned but that has not been distributed to him. This may occur, for example, when the Company uses revenues to repay partnership borrowings or to pay nondeductible expenditures.

Effective for tax years beginning in 2018, the U.S. Congress enacted Section 199A of the Code, which provides that each owner of a pass-through entity (such as a partnership) is entitled to a deduction of up to 20% of the "qualified business income" allocated to the owner from such entity. "Qualified business income" is generally defined as the net amount of qualified items of income, gain, deduction, and loss relating to any qualified trade or business of the taxpayer. This deduction is subject to various limitations and phase-outs based on the owner's personal income tax situation, as well as the tax and financial situation of the entity. Accordingly, the availability of this deduction to each investor with regard to the Company's income is uncertain and may be subject to limitations and phase-outs that lead to a limited or even no deduction being available to an investor for the Company's income that is allocated to such investor. Section 199A is currently scheduled to sunset on December 31, 2025, after which no such deduction would be available. Further, the U.S. Congress may make changes to, or repeal, Section 199A at any time, which may adversely affect the tax consequences of the flow-through income allocated to investors and the value of an investment in the Company.

A distribution of cash to an investor is generally not taxable to the investor unless the amount of the distribution exceeds the investor's adjusted basis in such investor's Units. Any such excess should generally be taxable as capital gain, assuming the Units are held as a capital asset and distributions are made proportionately.

The Company will use the calendar year and either the accrual or cash method of accounting for federal income tax purposes. The IRS, however, could require the Company to treat particular items of income, gain, loss, or deduction under a different method of accounting if it determines that the method used by the Company with respect to such items does not clearly reflect income. A change in the method of accounting could defer deductions or accelerate income.

Allocations. Under the Operating Agreement and the PE Operating Agreement, all items of partnership income, gain, loss, deduction, and credit are generally allocated to investors and the Manager in a manner that will achieve capital account balances that allow for the cash distributions described in this Memorandum.

The Company allocations of income, gain, loss, deduction, and credit among investors are governed generally by Section 704(b) of the Code. Importantly, the Operating Agreement and the PE Operating Agreement utilize the so-called "target allocation" method in allocating items of income, gain, loss, deduction and credit. Although the target allocation method does not directly satisfy IRS regulatory "safe harbors" for having substantial economic effect, the Company believes that the allocations reflected in the Operating Agreement and the PE Operating Agreement comply with the requirements of Section 704(b) and other applicable provisions of the Code and should be respected. There can, however, be no assurance of that. The investors could be adversely affected if the IRS were to successfully challenge the Company's allocations of income, gain, loss, deductions and credit.

Returns. As a partnership, the Company will file annual income tax information returns, but will not be subject as an entity to the payment of U.S. federal income tax. Instead, the Company will provide to each investor, as soon as practicable after the end of each fiscal year, an IRS Form 1065, Schedule K-1 detailing the investor's allocable share of the Company income, gain, loss, deduction and credit each year and a report containing such other information as the Manager deems necessary to enable the investor to prepare and file any required state tax returns. If the Schedules K-1 are not received on a timely basis, the investors may need to file for an extension of the period in which to file their tax returns.

The Company's federal income tax information return is subject to audit by the IRS. Any such audit may lead to adjustments, in which event the investors may be required to file amended personal federal income tax returns. Any such audit may also lead to an audit of an investor's individual tax return and adjustments to items unrelated to the investment in Units.

Determinations of Partnership Items at Company Level. For purposes of reporting, audit, and assessment of additional federal income tax, the tax treatment of "partnership items" is determined at the partnership level. Each partner must report such items on such partner's individual tax return in a manner consistent with the partnership determination, unless special filings are made with the IRS and in accordance with the Operating Agreement. Effective for tax years beginning in 2018, partnerships became subject to new audit rules adopted in the Bipartisan Budget Act of 2015 (the "**New Audit Rules**"). The New Audit Rules generally require taxes arising from audit adjustments to be paid by the entity rather than by its partners or members unless the entity elects otherwise. It is unclear to what extent these elections will be available to the Company and how any such elections may affect the procedural rules available to challenge any audit adjustment that would otherwise be available in the absence of any such elections. Investors could be obligated to pay any such taxes and other costs, and may have to take the adjustment into account for the taxable year in which the adjustment is made rather than for the audited taxable year. The Manager will be the Company's "partnership representative." The partnership representative will have authority to bind the Company with regard to federal tax matters, and all investors of the Company will generally be bound by any elections made by the partnership representative, and any settlements reached by the partnership representative with the IRS. Prospective investors are urged to consult with their tax advisors regarding the possible effect of the New Audit Rules on them.

Administrative Costs. The Manager intends generally to take the position that administrative costs reimbursed to the Manager and the management fee are deductible by the Company in the year of payment. To the extent that administrative costs are determined to constitute an organization or syndication cost or some other nondeductible cost, such amount will not give rise to any deduction in the year of payment but, rather, will be deductible (if at all) only over some period of time. This will be the case with respect to the syndication expenses and the Company formation fees. The determination of the portion (if any) of the administrative cost that is deductible and the timing of any such deduction are factual issues.

Limitations on Interest Deductions

Generally, a non-corporate taxpayer may deduct "investment interest" only to the extent of their "net investment income." The taxpayer may carry forward any unused investment interest to later years when the taxpayer has additional net investment income. Investment interest is interest paid on debt incurred or continued to acquire or carry property held for investment. Net investment income includes gross income and gains from property held for investment reduced by any expenses directly connected with the production of such income and gains.

To the extent that interest is attributable to a passive activity, it is treated as a passive activity deduction and is subject to limitation under the passive activity rules discussed below, not the investment

interest limitation rules. Under the passive activity rules, interest expense on debt used by a taxpayer to purchase or carry an interest in a passive activity will be taken into account in computing the taxpayer's income or loss from the passive activity. The Company generally expects an investment in Units to constitute an investment in a passive activity.

Potential investors who contemplate using borrowed funds to purchase Units are urged to consult with their tax advisors with respect to the application and interaction of the investment interest and passive activity limitations.

Basis and At Risk Limitations

Except as described above, a partner may not deduct in any year any amount attributable to the partner's share of partnership losses, if any, that exceeds the partner's adjusted tax basis in such partner's interest in the partnership at the end of the partnership tax year. An investor's initial adjusted tax basis in the Units will equal such investor's cash contributions to the Company. It will be increased by any additional cash contributions when made, by the investor's distributive share of the Company's income and gain, and by the investor's share of certain borrowings of the Company. It will be decreased, but not below zero, by distributions from the Company and by the investor's distributive share of the Company losses. Decreases in an investor's share of the Company liabilities that have given rise to a basis increase will be treated as distributions of cash to the investor. Such deemed distributions will thus reduce the investor's adjusted tax basis and may result in taxable income to the investor if the decrease exceeds the investor's adjusted tax basis in the investor's Units.

In addition to the limitation of losses to an investor's adjusted tax basis, with respect to an investor that is an individual or a closely-held C corporation, losses allocable to such investor during a taxable year may be deducted only to the extent of the amount with respect to which such investor is "at risk" at the close of the taxable year. An investor will be at risk as to the amount of money contributed to the Company, assuming the investor uses the investor's personal funds to make the contribution or borrows the funds on a recourse basis from a lender unrelated to the Company, and amounts borrowed for use in the Company for which the investor is personally liable. The at-risk amount will be increased by the investor's share of partnership income and gains. An investor will not be at risk with respect to amounts protected against loss through nonrecourse financings, guarantees, stop-loss agreements, or "other similar arrangements" or with respect to amounts borrowed from other parties having an interest in the Company, family members or other related parties. The at-risk amount is reduced by the amount of the allowable losses for the taxable year and the amount of distributions made to the investor, and the reduced amount determines the extent to which losses sustained in future years will be deductible. Losses deducted in a year are subject to recapture in a later year at ordinary income rates in the event, and to the extent, a taxpayer's adjusted amount at risk falls below zero. Any loss disallowed as a result of the application of the at-risk provisions will carry forward and may be deducted in future years to the extent the investor increases the investor's at-risk amount, provided such losses do not exceed the investor's tax basis in the investor's Units. Upon the taxable disposition of a Unit, any gain recognized by an investor may be offset by losses that were previously suspended by the at-risk limitation. Any loss previously suspended by the at-risk limitation in excess of that gain would no longer be utilizable.

Passive Activities

Generally under Section 469 of the Code, individuals, estates, trusts and some closely-held corporations and personal service corporations may deduct losses and credits from passive activities only to the extent of their income from other passive activities, including passive activity income from unrelated activities. A passive activity is generally defined as any activity involving the conduct of a trade or business

in which the taxpayer does not materially participate. Excess passive activity losses and passive activity credits may not be used to reduce other income, including salary, active business income, portfolio income (e.g., dividends or interest). Disallowed passive activity losses and passive activity credits in any year may be carried forward indefinitely and used to offset future passive activity income or may be deducted in full when an investor disposes of the investor's entire interest in the activity to an unrelated person in a fully taxable transaction. The Company generally expects an investment in Units to constitute an investment in a passive activity.

Sale of Property

When the Company sells property, it will recognize gain to the extent that the amount realized on the sale exceeds its adjusted basis in the property and will recognize loss to the extent that its adjusted basis in the property exceeds the amount realized. In the case of a sale of a property, each investor will compute their gain or loss individually based on their share of the amount realized, as allocated to them under the Operating Agreement, and their share of the adjusted basis in such property. The amount realized will include the amount of money received and the fair market value of any other property received. If the purchaser assumes a liability in connection with the sale or takes the property subject to a liability, the amount realized will include the amount of such liability. The Company anticipates that gain from the sale of Project will be taxable to investors at ordinary income rates, subject to any applicable deductions that may be available to the investors pursuant to Section 199A of the Code.

Termination of Company

When the Company is terminated, each investor will be taxable, in the taxable year in which the termination occurs, on their share of income, gain, loss, and deduction arising prior to the date of termination from the Company. Investors must also take into account their shares of gains or losses resulting from the sale or other disposition of partnership assets in liquidation of the Company.

Upon the termination of the Company, each investor will be required to recognize gain to the extent that the amount of money distributed to him exceeds the basis of their interests or their amount at risk with respect to the Company. An investor will recognize no loss unless the investor receives only money, unrealized receivables, and inventory. In such a case, the investor could recognize loss to the extent that the adjusted basis of the investor's Units exceeds the aggregate of the money and the partnership basis of the property distributed to the investor.

An investor's basis in any distributed property will be equal to the basis of such investor's Units, reduced by any money received. The investor's basis will first be allocated to ordinary income assets (unrealized receivables and inventory) in an amount equal to the Company's adjusted basis in such assets. Any remaining basis will be allocated, in general, to other properties to the extent of the Company's basis in those properties subject to reallocation among properties designed to reduce basis-value disparities to the extent possible.

Sale of Interests

An investor may be unable to sell any of its Units by reason of the restrictions on transfer set forth in the Operating Agreement and the absence of any market therefor. In the event that an investor sells a Unit, the investor will recognize gain or loss measured by the difference between the amount realized on the sale and the investor's adjusted basis in the Units sold. The investor's amount realized will be the selling price plus the investor's share of any of the Company liabilities that increased the investor's basis in such Units.

To the extent that the portion of the amount realized attributable to ordinary income items (generally, unrealized receivables, inventory and depreciation recapture) exceeds the portion of the basis allocable to such items, the gain will be taxable as ordinary income. Therefore, a substantial portion, if not all, of any gain realized upon the sale of Units may constitute ordinary income. So long as the investor holds her, his or its Units as a capital asset (generally, an asset held for investment), the remainder of the gain, if any, will be capital gain and any loss will be capital loss. The investor will be required to recognize the full amount of the ordinary income portion even if it exceeds the overall gain on the sale (in which event the investor will also recognize capital loss to the extent the ordinary income exceeds the overall gain) or there is an overall loss on the sale (in which event the investor will recognize an offsetting capital loss equal to the ordinary income portion and an additional capital loss equal to the overall loss on the sale). The Company generally expects that the gain or loss realized by an investor upon such a sale will constitute passive income or loss, which passive loss may be used to offset active income only upon a complete disposition of all of the investor's Units to a person who is not related to the investor (as more fully described in Section 469(g)(1)(B) of the Code).

Net capital gains of individual taxpayers are currently taxed at a minimum statutory rate (generally up to 20% for 2021 for capital assets held for more than 12 months), which is less than the highest effective U.S. income tax rate for individuals, trusts and estates in 2021 (37%). Net capital gains mean the excess of net long-term capital gains over net short-term capital losses.

Upon the sale of Units of the Company, the Company's basis in its assets will be adjusted for the benefit of the purchaser to reflect the gain or loss realized by the selling partner upon the sale of Units of the Company only if the Company has made an election under Section 754 of the Code or the Company's adjusted basis in its property exceeds the fair market value of such property by more than $250,000. As a result of the tax accounting complexities inherent in, and the substantial expense attendant to, the election to adjust the tax basis of partnership property upon sales of Units, the Manager does not currently intend to make this election on behalf of the Company. The absence of any such election and of the power to compel the making of such an election may reduce the value of Units to a potential transferee and may be an additional impediment to the transferability of Units. In addition, the Company may be required to bear the tax accounting complexities and expenses attendant to adjusting the tax basis of the Company's property upon the sale of Units of the Company if the fair market value of the Company's property declines below the Company's adjusted basis in that property.

An investor who sells Units must notify the Company of the transaction in accordance with the Operating Agreement and the Code and Treasury Regulations thereunder. Such notice must be given in writing, and must include the names and addresses of the buyer and seller, the taxpayer identification numbers of the buyer and seller, if known, and the date of the sale. An investor who fails to furnish the relevant information to the Company may be penalized for such failure, unless it is shown that such failure was due to reasonable cause and not willful neglect. In addition, the Company will be required to notify the IRS of any sale of Units of which it has notice or knowledge and to report the names, addresses, and taxpayer identification numbers of the buyer and seller, along with other required information. The Company is also required to provide copies of the information it provides to the IRS to the buyer and seller. Investors should consult with their own tax advisors, however, regarding their particular reporting requirements.

Medicare Contribution Tax

A 3.8% Medicare tax is imposed upon certain net investment income earned by individuals, estates and trusts. For these purposes, net investment income generally includes an investor's allocable share of the Company's income and gain realized by an investor from a sale of Units, assuming the investment in

Units is an investment in a passive activity and the investor is not subject to self-employment tax on the investor's allocable share of the Company's income. In the case of an individual, the tax will be imposed on the lesser of (i) the investor's net investment income or (ii) the amount by which the investor's modified adjusted gross income exceeds $250,000 (if the investor is married and filing jointly or a surviving spouse), $125,000 (if the investor is married and filing separately) or $200,000 (in any other case). In the case of an estate or trust, the tax will be imposed on the lesser of (i) undistributed net investment income, or (ii) the excess adjusted gross income over the dollar amount at which the highest income tax bracket applicable to an estate or trust begins.

Alternative Minimum Tax

Each investor will be required to take into account such investor's distributive share of any items of income, gain, loss or deduction for purposes of the alternative minimum tax. The current minimum tax rate for non-corporate taxpayers is 26% on the first $194,800 of alternative minimum taxable income (or, in the case of a married individual taxpayer filing a separate return, the first $97,400 of alternative minimum taxable income) in excess of the exemption amount and 28% on any additional alternative minimum taxable income, which thresholds change annually. Prospective investors are urged to consult with their tax advisors as to the impact of an investment in units on their liability for the alternative minimum tax.

Changes in Federal Income Tax Laws

Significant and fundamental changes in the nation's federal income tax laws have been made in recent years and additional changes are likely. Any such change may affect the Company and the investors. Moreover, judicial decisions, regulations or administrative pronouncements could unfavorably affect the tax consequences of an investment in the Company. See "Risks Related to Tax Matters Generally."

Consistency Requirements

An investor must generally treat partnership items on such investor's federal income tax returns consistently with the treatment of such items on the information return of the Company, unless the investor files a statement with the IRS identifying the inconsistency or otherwise satisfies the requirements for waiver of the consistency requirement. Failure to satisfy this requirement will result in an adjustment to conform the investor's treatment of the item with the treatment of the item on the partnership return. Intentional or negligent disregard of the consistency requirement may subject an investor to substantial penalties.

Social Security Benefits; Self-Employment Tax

An investor's share of any income or loss attributable to the Units may constitute "net earnings from self-employment." If it does not, no quarters of coverage or increased benefits under the Social Security Act would be earned by the investor. If an investor is receiving Social Security benefits and if such investor's share of such items are net earnings from self-employment, the investor's taxable income attributable to the investor's investment in Units may be taken into account in determining any reduction in benefits because of "excess earnings."

State Law Tax Aspects

The Company may operate in states and localities that impose taxes on the Company's assets, transactions or income or on each investor based upon each investor's share of any income derived from partnership activities in such jurisdictions. The investor may be required to file state tax returns and to pay

the taxes described in the preceding sentence and may be subject to penalties for failure to comply with these requirements. Depending upon the location of the Company's properties and applicable state and local laws, deductions or credits available to an investor for federal income tax purposes may not be available for state or local income tax purposes. Pursuant to the income tax rules of the states in which the Company operates, the Manager may be required, or may elect, to withhold or pay tax with respect to income allocable to, or from distributions otherwise payable to, Members if such Members are not residents of such states.

In certain jurisdictions, estate or inheritance taxes may be payable therein upon the death of an investor due to the operations of the Company in those jurisdictions. Therefore, an investor may be subject to income taxes, estate or inheritance taxes or both in states or localities in which the Company does business as well as in the investor's own state or domicile.

A discussion of state, local and estate or inheritance taxes is beyond the scope of this Memorandum. However, because of the possibility that such taxes may have an impact on the economic value of the Company and on the value of an investor's interests therein, prospective investors should consult with their own tax advisors to determine the effect of such taxes.

INDIVIDUAL TAX ADVICE SHOULD BE SOUGHT

THE TAX CONSIDERATIONS ATTENDANT TO AN INVESTMENT IN THE PARTNERSHIP ARE COMPLEX AND VARY WITH INDIVIDUAL CIRCUMSTANCES. EACH PROSPECTIVE INVESTOR SHOULD REVIEW SUCH TAX CONSEQUENCES WITH HIS, HER, OR ITS TAX ADVISOR.

SUPPLEMENTAL SALES LITERATURE

In addition to this Memorandum, additional information may be provided to prospective investors in connection with the offering of the Units, although only when accompanied or preceded by the delivery of this Memorandum. The offering of Units is made only by means of this Memorandum and the Operating Agreement and prospective investors should not rely on any other information provided when making a decision to invest in the Units offered hereby. Although the Manager does not believe that the information contained in any such additional materials conflicts with any of the information contained in this Memorandum or the Operating Agreement, in the event of such conflict, the information contained in the Memorandum and the Operating Agreement will be deemed to govern.

ADDITIONAL INFORMATION

Certain additional documentation relating to the Company, the Manager and its principals is attached as Appendices hereto and is available for inspection at the Manager's offices by prior written request. Members of the staff of the Manager are also available to meet with potential investors to provide supplemental information to assist investors, or their representatives, in evaluating a potential investment in the Units.

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APPENDIX I

COMPANY OPERATING AGREEMENT

[ATTACHED]

OPERATING AGREEMENT
OF
DF VILLAGE CREEK PARTNERS, LLC

THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY SIMILAR STATE STATUTE IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION AS PROVIDED IN THOSE STATUTES.

THE SALE OR OTHER DISPOSITION OF THE LIMITED LIABILITY COMPANY INTERESTS IS RESTRICTED, AS SET FORTH IN THIS OPERATING AGREEMENT, AND THE EFFECTIVENESS OF ANY SUCH SALE OR OTHER DISPOSITION MAY BE CONDITIONED UPON THE RECEIPT BY THE LIMITED LIABILITY COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE MEMBERS AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE STATUTES.

BY ACQUIRING LIMITED LIABILITY COMPANY INTERESTS REPRESENTED BY THIS OPERATING AGREEMENT, A MEMBER REPRESENTS THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF THE LIMITED LIABILITY COMPANY INTERESTS WITHOUT REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID STATUTES AND THE RULES AND REGULATIONS THEREUNDER.

THIS OPERATING AGREEMENT (the "***Agreement***") is made effective as of the 25th day of October, 2022 (the "***Effective Date***"), by and among the members of the Company listed on the signature pages hereto (collectively, the "***Members***").

ARTICLE I
DEFINITIONS

1.1 Definitions. Capitalized terms used in this Agreement and not defined elsewhere herein have the following meanings:

"***Act***" means the Delaware Limited Liability Company Act (6 Del. C. Section 18-101 et seq.) (as may be amended from time to time.

"***Additional Capital Contribution***" means, with respect to each Member, any Capital Contribution made by such Member to the Company under Section 4.3 of this Agreement.

"***Additional Member***" means any Person admitted to the Company as a new Member pursuant to Article VIII of this Operating Agreement, with all rights of membership, but does not include a Substituted Member.

"***Adjusted Capital Account***" means, with respect to a Member, such Member's Capital Account as of the end of each taxable year, as the same is specially computed to reflect the adjustments required or permitted to be taken into account in applying Regulations Section 1.704-1(b)(2)(ii)*(d)* (including adjustments for Company Minimum Gain and Member Nonrecourse Debt Minimum Gain) and taking into account any amounts such Member is obligated or deemed obligated to restore pursuant to any provision of this Agreement and the Regulations.

"***Affiliate***" means any person or entity which directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with a specified person or entity. For purposes hereof, the terms "control", "controlled", or "controlling" with respect to a specified person or entity will include, without limitation, (i) the ownership, control or power to vote ten percent (10%) or more of (x) the outstanding shares of any class of voting securities or (y) beneficial interests, of any such person or entity, as the case may be, directly or indirectly, or acting through one or more persons or entities, (ii) the control in any manner over the managing member(s) or the election of more than one director or trustee (or persons exercising similar functions) of such person or entity, or (iii) the power to exercise, directly or indirectly, control over the management or policies of such person or entity.

"***Agreement***" means this Operating Agreement made effective as of the Effective Date by and among the Members and the Company and its Manager, as the same may be amended from time to time.

"***Annual Operating Budget***" means, for each year, a budget reflecting (among other things), anticipated expenditures of the Company's cash flow and funds received under financing sources (if any) for the items or uses specified in such budget, as prepared and approved by the Manager on or before November 1 of the preceding calendar year.

"***Capital Account***" means, with respect to any Member, such Member's Capital Account determined in accordance with Section 4.5 of this Agreement.

"***Capital Contribution***" means, with respect to each Member, the aggregate amount of money and the initial Gross Asset Value of any property (other than money) contributed by such Member to the Company pursuant to Section 4.2 or 4.3 of this Agreement. For purposes of this Agreement, a Capital Contribution will be characterized as either an Initial Contribution under Section 4.2 of this Agreement or an Additional Capital Contribution under Section 4.3 of this Agreement.

"***Capital Proceeds***" means funds of the Company arising from a Capital Transaction and releases from reserves previously reducing Capital Proceeds for a prior period, less any cash which is applied to (a) the payment of transaction costs and expenses relating to such Capital Transaction, (b) the repayment of debt of the Company, (c) the repair, restoration or other improvement of assets of the Company which is required under any contractual obligation of the Company, and (d) the establishment of reasonable reserves as determined by the Manager. For clarification, any and all distributions to Members that are not determined to be Net Cash Flow shall be deemed to be Capital Proceeds.

"***Capital Transaction***" means the sale, financing, refinancing or similar transaction of or

involving the Property other than in the ordinary course of business, and any condemnation awards, payment of title insurance proceeds or payment of casualty loss insurance proceeds (other than business interruption or rental loss insurance proceeds) received by the Company to the extent not used for reconstruction or restoration of all or any portion of the Property.

"***Certificate of Formation***" means the Certificate of Formation of the Company filed with the Secretary of State of the State of Delaware on August ____, 2022, as amended or amended and restated from time to time. The Members hereby authorize and ratify the filing of such Certificate of Formation.

"***Code***" means the Internal Revenue Code of 1986, as amended.

"***Company***" means DF Village Creek Partners, LLC, a Delaware limited liability company.

"***Company Minimum Gain***" has the meaning set forth in Section 5.2(a) below.

"***Fiscal Year***" has the meaning set forth in Section 10.3 of this Agreement.

"***Gross Asset Value***" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) the initial Gross Asset Value of any asset contributed by a Member to the Company will be the fair market value of such asset as determined by the Manager;

(ii) the Gross Asset Value of each Company asset will be adjusted to equal its respective gross fair market value as of the following times: (1) the acquisition of an additional Interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (2) the distribution by the Company to a Member of more than a *de minimis* amount of Company assets as consideration for an Interest in the Company; or (3) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (1) and (2) above will be made only if the Manager reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) the Gross Asset Value of any Company asset distributed to any Member will be the fair market value of such asset on the date of distribution as determined by the Manager; and

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

If the Gross Asset Value of an asset has been determined or adjusted pursuant to clauses (i), (ii), or (iv) above, such Gross Asset Value will thereafter be adjusted by the depreciation or amortization deductions taken into account with respect to such asset for purposes of computing the Company's taxable income.

"***Incompetency***" of an individual Person means a determination of such individual's incompetency, whether for insanity, age, disability or other reason. For this purpose, such determination shall be made by a duly licensed physician chosen by the Managers. If the competency of an individual Manager is questioned, the Members (not including said Manager if he/she is also a Member) may select the determining physician. If such individual disputes such declaration, he may choose a second physician, and said two physicians shall choose a third physician, and the decision of the majority of said physicians as to the competency of such individual shall be binding on all parties. Each party shall bear the cost of the physician chosen by it and the parties shall split the cost of the third physician.

"***Initial Capital Contribution***" means, with respect to each Member, any Capital Contribution made by such Member to the Company as of or before the Effective Date under Section 4.2 of this Agreement. The Initial Capital Contribution of each Member is set forth on Exhibit A attached hereto.

"***Interest***" means a Member's economic rights and other interest in the Company as a Member as provided in this Agreement. The allocation of the Units as of the date hereof is set forth on Exhibit A attached hereto.

"***IRS***" means the Internal Revenue Service.

"***Manager***" means each Person designated as a manager of the Company by the Members. As of the Effective Date, the Manager will be DiversyFund, Inc., a Delaware corporation.

"***Member Nonrecourse Debt***" has the meaning set forth in Section 5.2(e) below.

"***Member Nonrecourse Debt Minimum Gain***" has the meaning set forth in Section 5.2(b) below.

"***Members***" means the Members holding Units and their permitted assignees and such other Persons admitted as Members after the Effective Date by the Manager.

"***Net Cash Flow***" means, for any period and without duplication, Net Operating Income, less debt service on any loans incurred by the Company or other subsidiaries of the Company, as applicable, and the reasonable holdback of capital reserves and expenditures, as outlined in a budget prepared by the Manager and disclosed to the Members.

"***Net Operating Income***" means, for any period, the amount by which Operating Revenues exceed Operating Expenses for such period.

"***Operating Expenses***" means, for any period and without duplication, the current obligations of the Company for such period, determined in accordance with sound accounting principles and applicable to commercial real estate, consistently applied, for operating expenses of the Property, for capital expenditures not paid from the Members' Capital Contributions or loans incurred directly by the Company, and for reasonable working capital and reserves actually funded that are not funded from Capital Event Proceeds. Operating Expenses shall not include debt service on loans incurred directly by the Company or any non-cash expenses such as Depreciation or amortization but shall include any

expenses incurred under an agreement with an Affiliate of any Member entered into in accordance with this Agreement.

"***Operating Revenues***" means, for any period and without duplication, all gross revenue received by the Company, and all other gross revenues of the Company arising from the ownership of the Property during such period, including proceeds of any business interruption or rental loss insurance maintained by the Company, from time to time and amounts released from reserves, but specifically excluding, without duplication, Capital Contributions and proceeds of loans incurred by the Company.

"***Percentage Interest***" means a Member's Interest in the Company expressed as a percentage. The Percentage Interest of each Member equals (i) the total number of Units owned by the Member, divided by (ii) the total number of Units owned by all Members. The Percentage Interests of the Members are set forth on Exhibit A attached hereto.

"***Person***" means any individual, corporation, partnership, limited liability company, joint venture, trust, non-incorporated organization or government or any agency or political subdivision thereof.

"***Profits***" and "***Losses***" means for each Fiscal Year, an amount equal to the Company's taxable income, gain or loss for such year or other period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be separately stated pursuant to Code Section 703(a)(1) will be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax or otherwise described in Code Section 705(a)(1)(B) and not otherwise taken into account shall be added to such taxable income or loss;

(ii) Any expenditure of the Company described in Code Section 705(a)(2)(B) and non-deductible syndication costs described in Code Section 709 and not otherwise taken into account shall be subtracted from such taxable income or loss;

(iii) If the Gross Asset Value of any asset differs from its adjusted basis for federal income tax purposes at the beginning of such year, in lieu of depreciation, amortization and other cost recovery deductions, there shall be taken into account depreciation for such Fiscal Year or other period equal to the amount that bears the same ratio to the Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction bears to the beginning adjusted tax basis, and in lieu of a gain or loss resulting from disposition of Company property and taken into account in computing taxable income or loss, there shall be taken into account gain or loss computed by reference to the Gross Asset Value of such Company property rather than its adjusted basis for federal income tax purposes;

(iv) Items of income, gain, loss or deduction that are specifically allocated pursuant to Section 5.2 shall not be taken into account in calculating Profits and Losses; and

(v) In the event the Gross Asset Value of any Company asset is adjusted in a manner described in the definition thereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or

Losses to the extent and in the manner required by Treasury Regulations.

"***Property***" means that certain multifamily project located at 2800 Briery Dr, Fort Worth, Texas 76119, commonly referred to as Village Creek Apartments, together with any other replacement property of such apartment property which may from time to time be acquired and owned by the Company.

"***Subscription Agreement***" means the subscription agreement / signature page to this Agreement pursuant to which, when accepted by the manager a Person (a) agrees to acquire Units and (b) becomes a party to this Agreement.

"***Substitute Member***" means any Person who (i) holds Units, and (ii) has been admitted as a Member pursuant to Section 8.2 of this Agreement.

"***Supermajority***" means the Members holding at least eighty percent (80%) of the Units.

"***Target Final Balance***" has the meaning set forth in Section 5.1(d).

"***Tax Matters Member***" has the meaning set forth in Section 10.5 of this Agreement.

"***Total Capital Contributions***" means the sum of the Initial Capital Contributions made by a Member and any Additional Contributions made by such Member.

"***Total Unreturned Capital Contributions***" means, for purpose of calculating the Preferred Return, the Total Capital Contributions made by a Member as of an applicable measurement date, minus the total of all amounts which have been distributed by the Company from Net Cash Flow and Capital Proceeds to such Member as of such applicable measurement date.

"***Transfer***" means any transfer, assignment, sale, conveyance, lease, partition, pledge or grant of a security interest in a Member's Interest in the Company, and includes any "involuntary transfer" such as a sale of any part of an Interest therein in connection with any bankruptcy or similar insolvency proceedings or any other disposition or encumbrance of a Member's Interest. For purposes of this Agreement, any transfer, exchange or series of transfers (or exchanges) of the stock, partnership, membership or other ownership interests of any Member that is a business organization or an entity (or any combination of such transfers or exchanges, whether direct or in connection with a merger, acquisition, sale, or similar reorganization or transaction, including issues of new stock or other ownership interests, or the exercise of options, warrants, debentures or other convertible instruments, or a redemption of other interests in the Member, and any similar transactions involving the stock or other ownership interests of such Member), the effect of which is that the Persons who owned more than fifty percent (50%) of the outstanding stock or other ownership interests in such Member as of the date of this Agreement no longer own more than fifty percent (50%) of such stock or other ownership interests, then a Transfer will also be deemed to have occurred with regard to the Interest owned by such Member. Capitalized terms containing such word as a root, such as "Transferee" or "Transferring," will have corresponding meanings in this Agreement.

"***Treasury Regulations***" means the federal income tax regulations promulgated by the U.S. Department of Treasury, or any amendment or successor provision to such regulations, pursuant to or

in interpretation of the Code.

"***Units***" means Units of Interest, which entitle the holder thereof to receive distributions of cash, allocations of Profits and Losses and other rights as set forth in this Agreement. Exhibit A attached hereto describes the Units owned by each Member. Units may be issued and held in fractional amounts.

1.2 Other Definitions.

1.2(a) As used in this Agreement, accounting terms to the extent they are not defined in this Agreement, have the respective meanings given to them under generally accepted accounting principles.

1.2(b) The words "below" and "above" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless otherwise specified.

ARTICLE II
ORGANIZATION; PURPOSES

2.1 Formation. The Company has been formed under the provisions of the Act.

2.2 Name. The name of the Company is DF Village Creek Partners, LLC. All Company business must be conducted in that name or such other name as the Manager shall approve. The Company's name may be changed at any time by the Manager, and notice of any such change will be given to each Member within a reasonable time thereafter.

2.3 Registered Office; Registered Agent; Principal Office; Place of Business. The registered office and the registered agent of the Company in the State of Article shall be as specified in the Certificate of Organization or as designated by the Manager.

2.4 Purpose. The sole purpose of this Company shall be to own a minority percentage of the membership units in P10 HGH-Village Creek, LLC, a Texas limited liability company, the sole purpose of which shall be to own, operate, manage and maintain the Property.

2.5 Restrictions on the Company. This Company shall be further restricted and/or required, and further covenants and agrees, as follows: (a) to maintain books and records separate from any other person or entity; (b) to maintain its accounts separate from any other person or entity; (c) not to commingle assets with those of any other entity; (d) to conduct its own business in its own name; (e) to maintain financial statements separate from any other person or entity; (f) to pay its own liabilities out of its own funds; (g) to observe all limited liability company/partnership/corporation formalities; (h) to maintain an arm's-length relationship with its members and any affiliates; (i) to pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations; (j) not to guarantee or become obligated for the debts of any other entity or hold out its credit as being available to satisfy the obligations of others; (k) not to acquire obligations or securities of its members; (l) to allocate fairly and reasonably any overhead for shared office space; (m) to use separate stationery, invoices, and checks; (n) not to pledge its assets for the benefit of any other entity or make any loans or advances to any entity; (o) to hold itself out as a separate entity; (p)

to correct any known misunderstanding regarding its separate identity; and (q) to maintain adequate capital in light of its contemplated business operations.

2.6 Supermajority Consent Required for Certain Acts. The consent of a Supermajority of the members of the Company shall be required to: (a) file, or consent to the filing of, a bankruptcy or insolvency petition or otherwise institute insolvency proceedings; (b) dissolve, liquidate, consolidate, merger, or sell all or substantially all of the assets of this limited liability company; or (c) engage in any other business activity.

2.7 Continuation of Company's Existence. To the maximum extent permitted by law, upon the occurrence of any event which will terminate this Company (as may be provided in the organizational documents of this Company), a vote of the majority of the remaining members shall be sufficient to continue the life of this Company.

ARTICLE III
TERM

The existence of the Company as a separate legal entity will continue perpetually, unless sooner dissolved as herein provided.

ARTICLE IV
CONTRIBUTIONS TO CAPITAL

4.1 Initial Capital Contributions. As requested by the Manager, each Member has made, or will make, an Initial Capital Contribution to the Company in the amount set forth next to such Member's name listed on Exhibit A attached hereto or as otherwise provided in a Subscription Agreement applicable to such Member. To the extent that any Member does not complete its Initial Capital Contribution as required hereunder, the number of Units allocated to such Member will be reduced proportionately.

4.2 Additional Capital Contributions or Loans.

4.2(a) If the Company requires additional funds, the Manager will have the right to (i) seek additional financing from banking institutions or other third-party lenders (and grant security interests in the Company's assets as the Manager deems necessary and appropriate in its sole and absolute discretion), and (ii) attempt to obtain Additional Capital Contributions from the existing Members, or raise additional capital by admitting additional Persons as new Members pursuant to Section 8.5 below. If the Manager is unable to obtain financing and/or additional equity funds, the Manager will have the right to ask any Member to make advances or loans from time to time to the Company in such amounts as the Manager reasonably determines necessary to fund the Company's obligations; provided, however, that except as otherwise provided in a Subscription Agreement applicable to such Member, no Member shall be obligated to make any Additional Capital Contributions Company. Any such advance or loan will accrue interest at a rate comparable to prevailing interest rates charged by commercial lenders at the time such advance or loan is made and will be represented either by a promissory note or appropriate entries in the financial statements or other books and records of the Company. The foregoing provision is not intended to create any obligation of a Member to any creditor of, or other claimant against, the Company or to any other third party, and no creditor, claimant, or other third party will be deemed a third-party beneficiary or have any other right or claim against a Member by virtue of this provision or any other provision of this Agreement.

4.2(b) With respect to any guaranty that a Member or any of its Affiliates may provide to a third party with respect to any Company indebtedness in accordance with this Agreement, the Company, its receiver or its trustee will indemnify, hold harmless and pay all judgments and claims against any guarantor, or its successors and assigns, for any liability, loss or damage incurred by them in making payments with respect to such indebtedness or obligation, including reasonable costs and attorneys' fees (which attorneys' fees may be paid as incurred) and any amounts expended in the settlement of any claims of liability, loss or damage, provided that any such indemnification will be recoverable only from assets of the Company and not from the assets of any Member. The indemnification provided herein will survive the termination of this Agreement and the dissolution of the Company.

4.3 Withdrawal of Capital Contributions. No Member will have the right to withdraw or reduce such Member's Capital Contribution, or to receive any distributions from the Company, except as otherwise provided herein. No Member has the right to demand or receive any Company property. No Member shall have priority over any other Member with respect to the return of Capital Contributions, allocations of Profits or Losses or any other distributions, except as expressly provided in this Agreement; provided that this sentence shall not apply to loans (as distinguished from capital contributions) which a Member has made to the Company.

4.4 Capital Accounts.

4.4(a) A separate Capital Account will be maintained for each Member in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv).

4.4(b) In connection with a Capital Contribution of money or other property (other than a *de minimis* amount) by a new or existing Member as consideration for an Interest, or in connection with the liquidation of the Company or a distribution of money or other property (other than a *de minimis* amount) by the Company to a withdrawing Member, the Capital Accounts of the Members will be adjusted to reflect a revaluation of Company property (including tangible assets) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(f). If, under Treasury Regulations Section 1.704-1(b)(2)(iv)(f), Company property that has been revalued is properly reflected in the Capital Accounts and on the books of the Company at a book value that differs from the adjusted tax basis of such property, then depreciation, amortization and gain or loss with respect to such property will be shared among the Members in a manner that takes account of the variation between the adjusted tax basis of such property and the book value, in the same manner as variations between the adjusted tax basis and fair market value of property contributed to the Company are taken into account in determining the Members' shares of tax items under Code Section 704(c).

4.4(c) In the event of a sale or exchange of any Interest, the Capital Account of the transferor will become the Capital Account of the transferee to the extent it relates to the transferred Interest in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv).

4.4(d) The manner in which Capital Accounts are to be maintained pursuant to this Section is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder, and this Agreement will be interpreted in a manner consistent therewith.

4.5 Units.

4.6(a) Subject to and as further set forth in Section 8.5 below, the Manager will have the right to cause the Company to issue additional Units (including fractional Units) to the existing Members or to new Members. The Units may be (but will not be required to be) represented by a certificate in such form as the Manager may determine. The Manager will from time to time attach to this Agreement an Exhibit A (and provide copies thereof to all Members) setting forth the names and addresses of the Members, the number and class of Units held by each of them, the consideration paid for their Units, and the Interests that apply to the Members.

4.6(b) For all matters of the Company that require the vote or approval of the Members under this Agreement or the Act, the Members will be entitled to one (1) vote per Unit.

ARTICLE V
ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

5.1 General Allocation of Profits and Losses.

5.1(a) Subject to the special allocations set forth in Section 5.2, Profits and Losses (and, to the extent necessary, individual items of income, gain, loss, deduction or credit) of the Company will be allocated among the Members in a manner such that the Capital Account balance of each Member, immediately after making such allocation, is, as nearly as possible equal (proportionately) to the distributions that would be made to such Member if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Gross Asset Values, all Company liabilities were satisfied and the net assets of the Company were distributed to the Members in accordance with Section 5.4.

5.1(b) If the Profits and Losses allocable to the Members pursuant to Section 5.1(a) are insufficient to allow the Capital Account balance of each Member to equal such Member's share of the Company's assets as set forth in this Agreement, such Profits or Losses will be allocated among the Members in such a manner as to decrease the differences between the Members' respective Capital Account balances and their respective shares of the Company's assets in proportion to such differences.

5.1(c) Notwithstanding the foregoing, the Manager may, in its sole discretion, make any modifications and adjustments to the allocations that it believes are necessary to comply with applicable law and to ensure that the allocations achieve the results intended by the Members hereunder.

5.1(d) For the avoidance of doubt, the allocation provisions of this Agreement are intended to produce final Capital Account balances that are at levels ("***Target Final Balance***") in the year of liquidation of the Company that are equal in amount to the distributions that would occur if all such liquidating distributions were made to the Members in accordance with Section 5.4. To the extent that the allocation provisions of this Agreement would not produce the Target Final Balance, the Members agree to take such actions as are necessary to amend such tax allocation provisions in the year of liquidation of the Company to produce such Target Final Balance. In furtherance of the foregoing, the Manager is expressly authorized and directed to make such allocations of income, gain, loss and deduction (including items of gross income, gain, loss and deduction) in such year so as to cause the Capital Accounts of the Members to be equal to the Target Final Balance.

5.2 Special Allocations. The Company will make the following special allocations in the following order:

5.2(a) Company Minimum Gain Chargeback. If there is a net decrease in Company Minimum Gain (as defined below) during a Fiscal Year so that an allocation is required by Treasury Regulations Section 1.704-2(f), then each Member will be specially allocated items of income and gain for such year (and, if necessary, subsequent Fiscal Years) equal to such Member's share of the net decrease in Company Minimum Gain as determined by Treasury Regulations Section 1.704-2(g). Such allocations will be made in a manner and at a time that will satisfy the minimum gain chargeback requirements of Treasury Regulations Section 1.704-2(f) and this Section will be interpreted consistently therewith. The term "***Company Minimum Gain***" has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

5.2(b) Member Nonrecourse Minimum Gain Chargeback. If there is a net decrease in the Member Nonrecourse Debt Minimum Gain (as defined below) during any Fiscal Year, any Member who has a share of such Member Nonrecourse Debt Minimum Gain (as determined in the same manner as partner nonrecourse debt minimum gain under Treasury Regulations Section 1.7042(i)(5)) will be specially allocated items of income or gain for such year (and, if necessary, subsequent Fiscal Years) equal to such Member's share of the net decrease in the Member Nonrecourse Debt Minimum Gain in the manner and to the extent required by Treasury Regulations Section 1.704-2(0(4). This Section will be interpreted in a manner consistent with such Treasury Regulations. The term "***Member Nonrecourse Debt Minimum Gain***" has the meaning set forth in Treasury Regulations Section 1.704-2(i)(3).

5.2(c) Qualified Income Offset. If a Member unexpectedly receives an adjustment, allocation, or distribution described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), any of which causes or increases an "Adjusted Capital Account Deficit" in such Member's Capital Account, then such Member will be specially allocated items of income and gain in an amount and manner sufficient to eliminate such deficit balance created or increased by such adjustment, allocation, or distribution as quickly as possible; provided, however, an allocation pursuant to this Paragraph will be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article V have been tentatively made as if this Paragraph were not in the Agreement. The term "***Adjusted Capital Account Deficit***" means the Member has a deficit balance in its "***Capital Account***" after giving effect to any amounts the Member is obligated to contribute or restore to the Company pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(0(1) and 1.704-2(i)(5).

5.2(d) Allocation of Nonrecourse Liability Deductions. Deductions attributable to any Company Nonrecourse Liability will be allocated among the Members in proportion to their respective number of Units. The term "***Company Nonrecourse Liability***" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

5.2(e) Member Nonrecourse Debt Deductions. Deductions attributable to any Member Nonrecourse Debt will be allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i)(1). The term "***Member Nonrecourse Debt***" has the meaning set forth in Treasury Regulations Section 1.704-1(b)(4).

5.2(f) Section 754 Election. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(h) is required, pursuant to

Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts will be treated as an item of gain (if such gain or loss increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss will be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

5.2(g) Imputed Interest. If any Member makes a loan to the Company, or the Company makes a loan to any Member, and interest in excess of the amount actually payable is imputed under Code Sections 7872, 483, or 1271 through 1288 or corresponding provisions of subsequent federal income tax law, then any item of income or expense attributable to any such imputed interest will be allocated solely to the Member who made or received the loan and will be credited or charged to its Capital Account, as appropriate.

5.2(h) Contributed Property. Income, gain, loss or deduction with respect to any property contributed by a Member will, solely for tax purposes, be allocated among the Members, to the extent required by Code Section 704(c) and the related Treasury Regulations under Code Sections 704(b) and 704(c), to take account of the variation between the adjusted tax basis of such property and its Gross Asset Value (as defined in the Code) at the time of its contribution to the Company. If the Gross Asset Value of any Company property is adjusted as provided in Treasury Regulations Section 1.704-1(b)(2)(iv), then subsequent allocations of income, gain, loss and deduction and the gain asset value of such property will be adjusted as provided in Code Section 704(c) and the related Treasury Regulations. If Code Section 704(c) and the Treasury Regulations thereunder allow alternative methods of making such acquired allocations, the Company will use the "traditional method with curative allocations" as defined in Treasury Regulations Section 1.704-3(c). Allocations under this Paragraph are solely for purposes of federal, state and local taxes and will not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, or other items or distributions under any provision of this Agreement.

5.2(i) Share of Excess Nonrecourse Liabilities. For purposes of calculating a Member's share of "excess nonrecourse liabilities" of the Company (within the meaning of Treasury Regulations Section 1.752-3(a)(3)), the Members intend that they be considered as sharing profits of the Company in proportion to their respective number of Units.

5.3 Allocation Rules.

5.3(a) If Members are admitted to the Company pursuant to this Agreement on different dates, the Profits (or Losses) allocated to the Members for each Fiscal Year during which Members are so admitted will be allocated among the Members in proportion to their number of Units during such Fiscal Year in accordance with Code Section 706, using any convention permitted by law and selected by the Manager.

5.3(b) For purposes of determining the Profits and Losses and any other items allocable to any period, Profits and Losses and any such other items will be determined on a daily, monthly or other basis, as determined by the Manager using any method that is permissible under Code Section 706 and the Treasury Regulations thereunder.

5.3(c) Except as otherwise provided in this Agreement, all items of Company income, gain,

loss, deduction and any other allocations not otherwise provided for will be divided among the Members in the same proportions as they share Profits and Losses for the Fiscal Year in question.

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

5.4 Distribution of Net Cash Flow and Capital Proceeds. The Manager shall determine in its sole discretion the timing and the amount of all distributions of Net Cash Flow to be made by the Company. Except as provided in Section 7.3 below, distributions of Net Cash Flow and Capital Proceeds shall be made on a pro-rata basis and to the Members in accordance with their Percentage Interests

5.5 Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, no distribution may be made to the Members if prohibited by the Act.

ARTICLE VI
THE MANAGER

6.1 Manager. The management of the Company shall be vested in those Persons designated by the Members as the Manager. As of the Effective Date, the Manager will be DiversyFund, Inc., a Delaware corporation. The Manager shall direct, manage and control the business of the Company and shall have full and complete authority, power and discretion to make any and all decisions and to do any and all things which the Manager shall deem to be reasonably required in light of the Company's business and objectives, without the necessity of their specific enumeration herein. Whenever there is more than one person serving as Manager, except as otherwise provided herein, a simple majority of such persons must agree on any action to be taken by the Managers. The remaining Members of the Company shall have no right or authority to act for or on behalf of the Company and shall not interfere or participate in the management of the Company except as expressly provided herein. DiversyFund, Inc. shall serve as the Manager of the Company until its resignation, removal or financial insolvency, in which event Members holding a majority of the Units will have the right to elect a successor Manager. The Manager elected, designated or appointed by the Members will hold office until a successor is elected and qualified or until such Manager's earlier death, resignation, expulsion or removal. The Manager need not be a Member.

6.2 Powers. The Manager shall have all powers necessary to conduct the business of the Company without the need for specifically setting them forth herein. Unless authorized to do so by this Agreement or by the Manager, no Member, agent or employee of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose.

6.3 Manager as Agent. To the extent of his powers set forth in this Agreement, the Manager is an agent of the Company for the purpose of the Company's business, and the actions of the Manager taken in accordance with such powers set forth in this Agreement will bind the Company.

6.4 Manager Compensation. Manager shall not receive compensation for his or her management and supervision of the Company's business, unless a reasonable amount of compensation is agreed to by the Members.

6.5 Devotion of Time; Reimbursement. The Manager will devote whatever time and effort may be necessary or appropriate to the business and affairs of the Company. The Company will promptly reimburse the Manager for any and all costs and expenses reasonably incurred by the Manager in connection with the business of the Company, provided that such costs and expenses are (i) permitted under a budget approved by the Manager, or (ii) otherwise approved by the Manager.

6.6 Standards of Conduct; Fiduciary Duties.

6.6(a) Good Faith and Fair Dealing. The Manager shall perform its duties in a manner consistent with the contractual obligation of good faith and fair dealing, which obligation shall be satisfied if the action taken or failure to act on behalf of the Company did not constitute bad faith, willful misconduct or recklessness.

6.6(b) Duty of Care. The Manager shall refrain from engaging in grossly negligent or reckless conduct, intentional misconduct or a knowing violation of law.

6.6(c) Duty of Loyalty. The duty of loyalty shall be limited to the fullest extent allowable by law. Without limiting the generality of the foregoing, the following categories of activities do not violate the duty of loyalty:

(i) The Manager is not obligated to devote all of its time or business efforts to the affairs of the Company. Such person shall devote whatever time, effort and skill he, she or it deems to be reasonably appropriate for the management of the Company

(ii) The Manager may enter into a business transaction with the Company if the terms of the transaction are no less favorable to the Company than those of a similar transaction with the independent third party. Approval or ratification by Members having no interest in the transaction constitutes conclusive evidence that the terms satisfy the foregoing condition.

6.6(d) Liability for Certain Acts. Notwithstanding anything to the contrary in this Agreement, the Manager shall not be liable or accountable in damages or otherwise to the Company of its Members for any action taken or failure to act on behalf of the Company, unless a judgment or other final adjudication adverse to the Manager establishes a violation of the duties set forth above.

6.7 Resignation. A Person serving as a Manager may resign at any time by giving written notice to the Members of the Company. The resignation of a Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.8 Dealings With Affiliates. The Company may enter into business and contractual relationships of any kind with entities affiliated with the Manager or Members, provided that the terms of such relationships are commercially reasonable and satisfy arm's length standards.

6.9 Removal. A Manager may be removed for cause by the affirmative vote of a Supermajority of the Members by reason of the Manager's Incompetency, willful misconduct, gross negligence, or conviction of the Manager or its principals of a felony; provided, however, that (i) prior to removal of the Manager for cause, the Members desiring such removal shall provide Manager at least thirty (30) days prior written notice and an opportunity to cure the cause of such removal event, which cure shall

include, without limitation, removal from management of Manager any principal convicted of a felony; and (ii) at all times while any loans remains outstanding, DiversyFund, Inc. shall not be removed without also obtaining the prior written consent of lender(s).

ARTICLE VII
RIGHTS AND OBLIGATIONS OF MEMBERS

7.1 Limitation of Liability. No Member shall be personally liable for any debts, obligations, liabilities or losses of the Company, regardless of the particular nature or source thereof, beyond such Member's capital interest in the Company. Notwithstanding the foregoing, a Member receiving a distribution in violation of Section 18-607(a) of the Act shall be personally liable to the Company as provided in Section 18-607(b) of the Act, and then only to the extent that the distribution received by such Member exceeds the amount that could have been properly paid to such Member under Section 18-607(a) of the Act.

7.2 Dissociation by a Member. No Member shall have the right under this Agreement to unilaterally dissociate from the Company or to require that his or her interest in the Company be redeemed, in whole or in part.

ARTICLE VIII
TRANSFER

8.1 General. No Member will Transfer any Units now or hereafter owned (of record or beneficially) by such Member except in accordance with the terms and conditions of this Agreement. A Member may Transfer its Units only to any Person that is approved in advance in writing by the Manager, provided that any Transfer pursuant to this Section will be subject to the provisions of Section 8.2 of this Agreement, and the Transferee in all cases will be subject to Section 8.3 of this Agreement until such time, if any, as the Transferee becomes a Substitute Member in accordance with Section 8.2 of this Agreement. Notwithstanding any other provision herein, the Transfer by a Member of any Units to another Member or the Affiliate of a Member (including an Affiliate of the Transferor Member) will not require the consent of the Manager, but such Transfer will be subject to Sections 8.2 and 8.3 of this Agreement.

8.2 Substitute Members. Notwithstanding anything contained herein to the contrary, no Transferee or assignee of any Units will become a Substitute Member, respectively, in place of the Transferor of such Units unless and until: (a) the Transferor has stated such intention in a written instrument of assignment; (b) the Transferee has executed an instrument agreeing to be bound by the terms and conditions of this Agreement; and (c) the Transferor or Transferee has paid all reasonable expenses of the Company in connection with the admission of the Transferee as a Substitute Member. Upon satisfaction of all of the foregoing conditions with respect to a particular Transferee, this Agreement (including Exhibit A) will be duly amended to reflect the admission of the transferee as a Substitute Member.

8.3 Effect of Admission as a Substitute Member. Unless and until admitted as a Substitute Member pursuant to Section 8.2 of this Agreement, a Transferee of a Member's Units will not be entitled to exercise any rights of a Member of the Company or to receive distributions hereunder. A Transferee who has become a Substitute Member will have, to the extent of the Interest Transferred to it, all the rights and powers of the Transferring Member, as applicable, for which it is substituted and will be

subject to the restrictions and liabilities of the Transferring Member, as applicable, under this Agreement and the Act.

8.4 Improper Transfer. If a Member or any other Person Transfers an Interest and such Transfer is not permitted under Section 8.1 of this Agreement, then, subject to the consent of the non- Transferring Member (which may be withheld for any reason), such Interest will (i) be forfeited to the Company as of the Transfer date, and (ii) the Company will pay the Transferor of such Interest an amount equal to the outstanding Capital Account for such Interest as of the Transfer date; provided, however, the Company will have the right, as determined in its sole discretion, to pay this amount to the Transferor with a promissory note payable not later than twelve (12) months after the Transfer date, together with interest on the unpaid balance at a rate equal to the prime rate of interest as quoted in the Wall Street Journal on the Transfer date.

8.5 Creating New or Additional Interests. Additional Persons may be admitted to the Company as Members and Units may be created and issued to those Persons and to existing Members upon the approval of the Manager on such terms and conditions as the Manager and the recipients of such Units may determine at the time of admission, provided that the Manager has determined in good faith that the consideration to be received by the Company for such additional Units is not less than the fair market value of such additional Units based on the then-current fair market value of the Property and all other Company assets less all liabilities of the Company. The terms of admission or issuance must specify the interests in Company capital applicable to the new Units. The provisions of this Article shall not apply to Transfers of Units.

ARTICLE IX
DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 Dissolution of the Company. The Company will be dissolved upon the first to occur of any of the following events: (a) the Manager determines that the Company be dissolved; (b) an order by a court of competent jurisdiction decrees that the Company be dissolved; (c) the cessation of business by the Company, or (d) the consent, in writing, of a Supermajority of the members of the Company.

9.2 Winding Up of the Company. The Members will continue to share distributions and allocations of Profits and Losses during the period of liquidation in accordance with Article V of this Agreement. Any gain or loss realized by the Company upon the sale of property will be deemed recognized and allocated to the Members in the manner set forth in Article V of this Agreement. Upon a dissolution of the Company, the Manager will take full account of the Company's assets and liabilities and the assets will be liquidated as promptly as is consistent with obtaining the fair market value thereof and as may be necessary to timely make the distributions below described, and the proceeds therefrom, to the extent sufficient therefor, will be applied and distributed in the following order: (a) to the payment and discharge of the Company's debts and liabilities, including establishment of any necessary contingency reserves; and (b) to the Members, in accordance with and in the same order as described in Article V of this Agreement.

9.3 Required Filings. If the Company is liquidated and the winding up of the Company has been completed, the Manager (or a liquidating trustee) will promptly file with the Division such statements, certificates, and other instruments, and take such other actions, as are reasonably necessary or appropriate to effectuate and confirm the cessation of the Company's existence.

ARTICLE X
BOOKS OF ACCOUNTS, ACCOUNTING, REPORTS, FISCAL YEAR, BANKING AND PARTNERSHIP MEMBER

10.1 Accounting, Books and Records. The Company will maintain at its principal place of business or such other places as the Manager determines books of account for the Company which will show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the conduct of the Company and the operation of its business in accordance with generally accepted accounting principles consistently applied and, to the extent inconsistent therewith, in accordance with this Agreement. The Company will use either the cash method or the accrual method of accounting in preparation of its annual reports and for tax purposes and will keep its books and records accordingly.

10.2 Reports and Statements; Annual Operating Budget.

10.2(a) For each Fiscal Year, the Manager shall make its best efforts to send to each Person who was a Member at any time during such Fiscal Year, within one hundred twenty (120) days of the end of each Fiscal Year, (A) a completed IRS Schedule K-1 in respect of its Interest and (B) an annual report of the Company including a balance sheet as of the end of such Fiscal Year and statements of profit and loss, changes in financial position, and distributions to the Members for that Fiscal Year, all as prepared in accordance with generally accepted accounting principles consistently applied, and a statement showing allocations to the Members of taxable income, gains, losses, deductions and credits. Should an extension be required, Manager shall in any event deliver such Schedule K-1s within two hundred (200) days of the end of the Fiscal Year. If requested by the Members, the annual report of the Company shall be audited by an independent accounting firm selected by Manager, at the expense of the Company.

10.2(b) All out of pocket expenses payable to persons who are not affiliates of DiversyFund, Inc. in connection with the keeping of the books and records of the Company and the preparation of audited or unaudited financial statements and federal and local tax and information returns required to implement the provisions of this Agreement or required by any governmental authority with jurisdiction over the Company shall be borne by the Company as an ordinary expense of its business.

10.3 Fiscal Year. The Fiscal Year of the Company will be the calendar year or such fiscal year as selected by the Manager.

10.4 Company Funds. All funds of the Company will be deposited in its name in a separate bank account or accounts at a commercial bank as determined by the Manager.

10.5 Partnership Representative.

10.5(a) With respect to tax returns filed for taxable years that are governed by the provisions of Subchapter C of Subtitle A, Chapter 63 of the Code, as amended by the Bipartisan Budget Act of 2015, P.L. 114-74 (such provisions, as may be amended from time to time, the "***New Audit Rules***"), the Manager shall be the Company's "partnership representative" (as such term is defined in Code Section 6223(a) and in any other similar capacity under applicable state or local tax law) (the

"***Partnership Representative***"). If the Partnership Representative so determines, the Partnership Representative may cause the Company to make an election out of the New Audit Rules pursuant to Section 6221(b) or to elect under Section 6226(a) of the Code to have any underpayment taken into account at the Member level, provided that the Company is eligible to make such elections.

10.5(b) Each Member shall provide to the Partnership Representative such information (or, if applicable, certify as to filing of initial or amended tax returns) as is reasonably requested by the Partnership Representative to enable the Company (i) to reduce any Company level assessment under Code Section 6225 as set forth in the New Audit Rules, (ii) to attribute under section 6226(a) to the Members and former Members their shares of the adjustment to income, gain, loss, deduction, or credit, (iii) to determine the apportionment responsibility of any Company level assessment among the Members (such allocation, the "***Apportionment***"), as reasonably determined by the Partnership Representative, (iv) to elect out of the New Audit Rules or (v) to comply with or be eligible to invoke any aspect of the New Audit Rules in any other respect.

10.5(c) Any payment by the Company of a liability arising as a result of the New Audit Rules (a "***Company Audit Payment***") shall be treated as a deemed distribution to the Members in the same ratios as the Apportionment of such liability is made, and any deduction for book Capital Account purposes (the "***Audit Liability Book Deduction***") will be a reduction to the applicable Members' Capital Account balances (with no double counting of the reduction to Capital Accounts being intended). Alternatively, and notwithstanding anything herein to the contrary, any Member shall have authority to call additional capital from each of the Members and former Members to pay (or to require former Members to indemnify the Company for) any liability imposed by the New Audit Rules, in an amount not to exceed each such Member's or former Member's respective shares (if any), of such Company liability, and any such contribution shall not be treated as a Capital Contribution (i) except for purposes of maintaining Capital Accounts and only to the extent of such Member's share of Audit Liability Book Deduction, and (ii) except for purposes of applying the distribution provisions of this Agreement to the extent the Company Audit Payment is treated as a distribution to such Member in the first sentence of this clause (c).

10.5(d) The obligations of each Member (or former Member) under this Section 10.5 shall survive the transfer by such Member of its interests in the Company or the dissolution of the Company. In the event a Member transfers an interest in the Company, the transferee and transferor shall be jointly and severally liable for any liability with respect to the obligations of the transferor Member under this Section 10.5.

ARTICLE XI
INVESTMENT REPRESENTATIONS

11.1 Representations. Each Member represents to the Company, the Manager and the other Members that:

11.1(a) The Member has received and read or reviewed and is familiar with and understands this Agreement and the other information delivered to the Member, and the Member confirms that all documents, records and books pertaining to the investment and participation in the Company and requested by such Member have been made available or delivered to such Member. The Member is

experienced in development and contracting activities in real estate and is sophisticated in analyzing such endeavors or has obtained the assistance of an advisor or advisors who possess such expertise.

11.1(b) The Member had an opportunity to ask questions of and receive answers from the Company, or a person or persons acting on the Company's behalf, concerning the terms and conditions of such Member's participation and investment in the Company, and to obtain any additional information necessary to verify the accuracy of the information delivered to the Member. The Company has responded to all questions and inquiries that the Member has made.

11.1(c) The Member understands that the Units of the Company have not been and will not be registered under the Securities Act or any state securities laws, but, if deemed to be securities, are being sold and acquired in reliance on exemptions for private offerings under the Securities Act and such state laws and the Member further understands that the Member is acquiring its interests in the Company without being furnished any offering literature or prospectus other than the information delivered by the Company.

11.1(d) The Member's interest in the Company is being acquired solely for the Member's own account; for investment and is not being acquired with a view to or for the resale or distribution of such interests within the meaning of the Securities Act, or subdivision or fractionalization thereof; and the Member has not entered into and has no present plans to enter into any contract, undertaking, agreement or arrangement for the sale or further distribution of the interests. The Member did not receive an offer to acquire its interest by any form of general solicitation or advertising. The Member agrees that the Company will have no obligation to recognize the ownership, beneficial or otherwise, of such interests by anyone other than the Member.

11.2 Project Risks. The Members acknowledge and understand the following with respect to their interest in the Company.

11.2(a) The Company is a newly organized entity and faces all of the risks of a start-up business. The Company has no history of operations or earnings. There is no assurance that the operations of the Company will be profitable or that any investment in the Company will be recouped. The Member understands that there are substantial risks associated with acquisition of a Units in the Company, including, without limitation, the risk of loss of its investment and/or return thereon, adverse effects on its investment resulting from cost overruns, market changes, natural disasters, shortages of materials or contractors, failures of subcontractors, adverse weather conditions, changes in market demand, fluctuations in interest rates, increased competition, inability to obtain desired governmental approvals, and other matters. The Member has evaluated and accepted such risks.

11.2(b) The multifamily real estate market is very competitive. There are numerous other developers of residential real estate who have greater financial resources than the Company. There can be no guarantee that the Property will be successful or that other developers will not build other residential developments near the Property which could adversely affect the Property.

11.2(c) Any budgets and projections that have been provided to the Member are provided are for illustrative purposes only, are forward looking, and while the Company believes that projections and the assumptions underlying the projections are made in good faith, there is no assurance that the projections will reflect the actual operations of the Property or the Company.

11.2(d) Neither the Manager nor the Company has made any representations regarding the tax treatment of the Company or the tax consequences of an investment to any Member. Each Member should consult such Member's own tax advisor.

ARTICLE XII
MISCELLANEOUS

12.1 Amendment; Action By Members. This Agreement embodies the entire understanding among the Members concerning the Company and their relationship as Members and supersedes all prior negotiations, understandings or agreements. Except as provided in this Section 12.1 below, this Agreement and the Certificate of Organization may be amended or modified from time to time only by a written instrument adopted, and agreed to by the affirmative vote of the Supermajority of the Members; provided, however, that (A) an amendment or modification reducing disproportionately a Membership Interest or other interest in Profits or Losses or in distributions or increasing a members' obligation to contribute to the capital of the Company shall be effective only with that Member's consent, and (b) an amendment or modification reducing the required threshold for any consent or vote in this Agreement shall be effective only with the consent or vote of Members having the Interest theretofore required. Notwithstanding the foregoing, the Members and Manager will execute and file any amendment to the Articles required by the Act. If any such amendment results in inconsistencies between the Articles and this Agreement, this Agreement will be considered to have been amended in the manner necessary to eliminate the inconsistencies.

12.2 Notices. Any notice to be given under this Agreement will be made in writing and sent by fax, Federal Express or another commercial delivery service, addressed as set forth below:

12.2(a) If to the Company at 750 B Street, Suite 1930, San Diego, CA 92127, or such other address as the Company may provide to the Members from time to time.

12.2(b) If to any Member, such notice will be mailed to the address of the Member provided to the Manager. In the event that a Member's notice for address has changed, such Member shall promptly notify Manager of such change.

12.2(c) Any such notice will be deemed to be delivered, given and received for all purposes as of the date delivered if delivered by a commercial delivery service or by confirmed facsimile.

12.3 Disclosure and Waiver of Conflicts. In connection with the preparation of this Agreement, the Members acknowledge and agree that: (a) the attorney that prepared this Agreement ("***Attorney***") acted as legal counsel to the Company; (b) the Members have been advised by the Attorney that the interests of the Members are opposed to each other and are opposed to the interests of the Company and, accordingly, the Attorney's representation of the Company may not be in the best interests of the Members; and (c) each of the Members has been advised by the Attorney to retain separate legal counsel. Notwithstanding the foregoing, the Members (a) desire the Attorney to represent the Company; (b) acknowledge that they have been advised to retain separate counsel and have waived their right to do so; and (c) jointly and severally forever waive any claim that the Attorney's representation of the Company constitutes a conflict of interest. Furthermore, the Members acknowledge that the Attorney may represent DiversyFund, Inc. and its Affiliates in connection with this and other matters, and each Member jointly and severally forever waives any claim that the Attorney's representation of the Company, DiversyFund, Inc. and its Affiliates constitutes a conflict

of interest.

12.4 Governing Law; Venue; Attorneys' Fees. The internal laws of the State of Delaware will govern all questions concerning the relative rights of the parties hereto and all other questions concerning the construction, validity and interpretation of this Agreement and the exhibits hereto, without giving effect to the application of the principles pertaining to conflicts of laws. Any action arising from or relating to this Agreement will be brought exclusively in the courts located in Salt Lake City, Utah, and the parties hereby irrevocably consent and submit to personal jurisdiction exclusively in said courts. Should it become necessary for any party to institute legal action to enforce the terms and conditions of this Agreement, and such legal action results in a final judgment in favor of one party, the prevailing party will be entitled to payment from the other party of all of the prevailing party's reasonable attorneys' fees and related costs at all trial and appellate levels.

12.5 Entire Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written. Furthermore, the parties hereto acknowledge and agree that the recitals to this Agreement are true and correct and constitute an integral portion of and are hereby incorporated into, this Agreement for all purposes.

12.6 Counterparts. This Agreement may be executed in any number of counterparts, including, without limitation, counterparts received via facsimile, each of which will be deemed to be an original as against any party whose signature appears thereon, and all of which will together constitute one and the same instrument.

ARTICLE XIII
EXCULPATION AND INDEMNIFICATION

13.1 Covered Persons. To the fullest extent permitted by law, neither the Members, nor any Manager, employee or agent of the Company nor any employee, representative, agent or Affiliate of the Member (collectively, the "***Covered Persons***") will be liable to the Company or any other Person that is a party to or is otherwise bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person will be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

13.2 Indemnification. To the fullest extent permitted by applicable law, a Covered Person will be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person will be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; *provided, however*, that any indemnity under this Article by the Company will be provided out of and to the extent of Company assets only, and the Members will not have personal liability on account thereof.

13.3 Expenses. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding will, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Article.

13.4 Good Faith Reliance. A Covered Person will be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement will not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement or any approval or authorization granted by the Company or any other Covered Person. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.

13.5 Survival. The foregoing provisions of this Article will survive any termination of this Agreement.

ARTICLE XIV

14.1 Acquisition Approval. The Members hereby approve of the acquisition by the Company of Units in P10 HGH-Village Creek, LLC of Village Creek, upon the terms and conditions as may be determined by the Manager, in the Manager's sole and absolute discretion (the "***Purchase***"). The Members further approve of all financing obtained by the Company in connection with the Purchase (the "**Loan**").

14.2 Manager Authority. The Members hereby expressly authorize, empower and direct the Manager of the Company, on behalf of the Company, to: (i) sign and deliver on behalf of the Company any and all consents, resolutions, certificates, and other loan documents relating to the Loan, on such terms as may be agreed upon between the Manager and the applicable lender relating thereto, together with all amendments, modifications and extensions related thereto; (ii) to execute and deliver such agreements, documents, instruments, certificates, and other documents, instruments, and agreements as the Manager may deem necessary or appropriate in connection with the Purchase and the Loan; (iii) to execute and deliver all such further documents, certificates, or other instructions, to take all such further actions and to pay all such expenses as the Manager may approve as necessary, proper, convenient, or desirable in order to carry out each of the foregoing actions and fully to effectuate the purposes and interests of the consents granted pursuant to this paragraph; and (iv) to execute and deliver any and all documents required by the Company and relating to the Purchase. All actions previously taken or to be taken by the Manager in connection with the subject matter hereof are hereby in all respects, authorized, confirmed, ratified, adopted, and approved.

14.3 Ratification of Prior Acts. That Members hereby expressly agree the execution and delivery of any writings or the taking of any other action, either before or after the adoption of this Agreement, in connection with the foregoing by the Manager of the Company and all of the Company's counsel and advisors be, and each hereby is, ratified as the act and deed of the Company.

[*Signature page follows*]

IN WITNESS WHEREOF, the undersigned have each executed this Operating Agreement of DF VILLAGE CREEK PARTNERS, LLC effective as of the Effective Date.

MEMBERS:

If signing Member is an individual:

Name: _____

Signature: _____

Name: _____

Signature: _____

If signing Member is an entity:

Name of entity: _____

Type of entity: _____

Signature: _____

Name: _____

Title: _____

MANAGER:

The Manager hereby acknowledges and accepts its duties as Manager in accordance with the foregoing:

DIVERSYFUND, INC.,
a Delaware corporation

By: _____
Name: Alan Lewis
Its: Chief Investment Officer

1613338

EXHIBIT A
MEMBERS, ADDRESSES, INITIAL CAPITAL CONTRIBUTIONS,
NUMBER OF UNITS
FOR
DF VILLAGE CREEK PARTNERS, LLC

Name	Initial Capital Contribution	Number of Units	Percentage Interest

APPENDIX II

PE OPERATING AGREEMENT

[ATTACHED]

First Amended and Restated Company Agreement

P10 HGH-Village Creek, LLC

A Texas Limited Liability Company

October ___, 2022

THE INTERESTS REPRESENTED BY THIS FIRST AMENDED AND RESTATED COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR QUALIFIED UNDER APPLICABLE SECURITIES LAWS IN RELIANCE ON EXCEPTIONS THEREFROM. THESE INTERESTS ARE BEING ACQUIRED FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE AND MAY NOT BE SOLD, MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH INTERESTS UNDER THE SECURITIES ACT OF 1933, APPLICABLE REGULATIONS PROMULGATED PURSUANT THERETO, AND COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS AND REGULATIONS (UNLESS EXEMPT THEREFROM). EACH PURCHASER REPRESENTS THAT THE PURCHASER IS PURCHASING FOR THE PURCHASER'S OWN ACCOUNT (OR A TRUST ACCOUNT IF THE PURCHASER IS A TRUSTEE) AND NOT WITH A VIEW TO SELL IN CONNECTION WITH ANY DISTRIBUTION OF THE SECURITY.

ARTICLE 1 FORMATION, NAME, PURPOSES

This First Amended and Restated Company Agreement (the "**Agreement**") is made and entered as of the date executed below and supersedes and replaces all previous versions of this agreement by and among those Persons whose names and addresses are set forth in **Appendix A** hereto (the "**Members**"), being the Members of P10 HGH-Village Creek, LLC, a Texas manager-managed limited liability company (the Company), and the Manager, each of whom represent and agree as follows. All capitalized terms used in this Agreement and not otherwise defined shall have the meaning given to such term in **Appendix D**. This Agreement is entered into by the Members in connection with DF Growth REIT, LLC ("DF Growth REIT") purchasing the Membership Interests of all prior Class A Members and certain Class B Members (the "Equity Recap"). DF Growth REIT is controlled by DiversyFund, Inc. ("REIT Manager").

1.1 Texas Limited Liability Company.

(i) Each of the signatories to this Agreement shall be referenced herein as a "**Member**" and collectively, as the "**Members**" as defined in **Appendix D** hereof.

(ii) The Manager has formed a manager-managed Texas limited liability company (the Company) by executing and delivering the Certificate of Formation to the Texas Secretary of State in accordance with the Texas Business Organizations Code, codified in Title 3, and applicable provisions of Title 1 of the Act, as may be amended from time to time. The rights and liabilities of the Members shall be as provided in the Act except as may be modified in this Agreement.

(iii) The Members acknowledge that under the applicable provisions of the Act, the Company may be either "member-managed" or "manager-managed," and that they have specifically, by their signatures hereof, elected to form a manager-managed Company. Accordingly, management of the affairs of the Company shall be vested in the Manager of the Company, as set forth in Article 6 hereof, subject to any provisions of this Agreement (e.g., Articles 7 or 8), or in the Act restricting, enlarging or modifying the rights and duties of the Manager or management procedures.

(iv) The Members shall immediately, and from time to time hereafter, execute all documents and do all filing, recording, and other acts as may be required to comply with the operation of the Company under the Act.

1.2 Name. The name of the Company is P10 HGH-Village Creek, LLC, a Texas limited liability company.

1.3 Place of Business. The Company's principal place of business is:

P10 HGH-Village Creek, LLC
c/o Obsidian Capital Co., LLC
2800 Caballo Ranch Blvd.
Cedar Park, Texas 78613

or such other place as the Manager shall determine.

1.4 Manager. The Managers of the Company is Obsidian Capital Co., LLC (hereinafter, the "**Manager**"). The address where all Manager correspondence should be sent is:

Obsidian Capital Co., LLC
c/o Glenn C. Gonzales
2800 Caballo Ranch Blvd.
Cedar Park, Texas 78613

1.5 Manager's Compensation. The Manager or its members shall receive an allocation of Profits and Losses and a right to Distributions from the Company in accordance with Articles 4 and 5 hereof. Further, they shall be reimbursed for all out-of-pocket expenses incurred in connection with organization of the Company, due diligence or acquisition of the Property.

1.6 Members.

(i) Each of the signatories to this Agreement shall be referenced herein as a "Member" and collectively, as the "Members" as defined in Appendix D hereof. The Members shall immediately, and from time to time hereafter, execute all documents and do all filing, recording, and other acts as may be required to comply with the operation of the Company under the Act.

(ii) Every Member will be required to complete, execute and return an original signature page of this Agreement, the form of which is attached hereto as Appendix A. The Manager will maintain an updated list of all Members as shown on Appendix B to this Agreement.

1.7 Nature of Members' Interests. The Interests of the Members in the Company shall be personal property for all purposes. Legal title to all Company Assets shall be held in the name of the Company. Neither any Member nor a successor, representative or assignee of such Member, shall have any right, title or interest in or to any Company Property or the right to partition any real property owned by the Company. Interests may, but are not required to, be evidenced by a certificate of Membership Interest or Receipt and Acknowledgment issued by the Company, in such form as the Manager may determine.

1.8 Intent to Be Treated as a Partnership. It is the intent of the Manager and the Members that the Company shall always be operated in a manner consistent with its treatment as a partnership for federal income tax purposes. It is also the intent of the Members that the Company not be operated or treated as a partnership for purposes of section 303 of the Federal Bankruptcy Code. No Manager or Member shall take any action inconsistent with the express intent of the Members.

1.9 Nature of Business.

(i) The Company has been formed for the sole object and purpose of, and the sole nature of the business (collectively, the "**Company Business**") to be conducted and promoted by the Company which consists of, engaging in the purchasing, managing, maintaining, improving, leasing, renting, and selling of that certain real property located at 2800 Briery Dr, Fort Worth, TX 76119, being more commonly known as the Village Creek Apartments (hereinafter, the "Property") and any and all activities necessary, convenient or incidental to purchasing, managing, maintaining, improving, leasing, renting, and selling, the Property.

(ii) Notwithstanding the foregoing, subject to approval of the Manager, the Company may engage in any other lawful business activity in which a Texas limited liability company may engage.

1.10 Objectives. The Manager intends to accomplish the following objectives for the Members:

(i) Engaging in any and all activities necessary, convenient or incidental to real estate, including but not limited to purchasing, selling, leasing, renting, maintaining, improving, and property management.

(ii) Provide Members with limited liability.

(iii) Provide Cash Distributions for the Members as set forth herein.

1.11 Term. The Company commenced operations upon the filing of its Certificate of Formation and shall be perpetual unless sooner terminated under the provisions of Article 14 hereof.

1.12 Registered Agent. The Company's initial office and initial registered agent are provided in its Certificate of Formation. The Manager may change the registered agent (or such agent's address) from time to time by causing the filing of the new address and/or name of the new registered agent in accordance with the Act. However, the Company shall, at all times, maintain a registered agent in the State of Texas who shall be authorized to accept service on behalf of the Company.

ARTICLE 2. CAPITALIZATION OF THE COMPANY

2.1 Member Classes.

(i) Class A Members.

(a) Persons who purchase Class A Units shall become Class A Members of the Company once admitted by the Manager. The Company has issued 9,547 Class A Units. At no time shall any Class A Member have the right to sell, transfer, pledge, or otherwise dispose of its Interest in the Company, without the prior approval of the Manager.

(b) Class A Members shall own ninety-five and 47/100 percent (95.47%) of the ownership Interests of the Company. The Manager shall record the name and address of each of the Class A Members as set forth in **Appendix B** to this Agreement. The Class A Interests shall be subordinate to the Class B Interests.

(ii) Class B Members.

(a) Manager, in its sole and absolute discretion, shall have the right to issue Class B Units as set forth herein. Class B Units shall become Class B Members of the Company once admitted by the Manager. The Company has issued 453 Class B Units.

(b) Class B Members own four and 53/100 percent (4.53%) of the ownership Interests of the Company. The Manager shall record the name and address of each of the Class B Members as set forth in **Appendix B** to this Agreement.

2.2 Class B Members shall initially mean Obsidian Capital Co., LLC, as Manager, however, the Manager may, in its sole and exclusive discretion, transfer units/shares to anyone, or authorize the transfer of units/shares to anyone, who will upon the receipt of such units/shares, and approval of the Manager, be considered a Class B Member with a Class B interest in the Company.

Percentage Interests.

(i) The Manager shall list the number of Units purchased and/or the dollar value of each Member's Capital Contribution and Percentage Interests in **Appendix B**. Percentage Interests of the Members will be calculated in relation to the other Members in their Member class.

(a) For Class A, the Class A Percentage Interest of an individual Class A Member will be calculated by dividing the Class A Member's individual allocation of Class A Interests (granted by the Manager) by the total Class A Interests of all Class A Members.

(b) For Class B, the Class B Percentage Interest of an individual Class B Member will be calculated by dividing the Class B Member's individual Capital Contribution by the total Capital Contributions of all Class B Members.

(c) For total Percentage Interests in the Company, the Class A Interests shall be multiplied by 0.9547 and the Class B Interests shall be multiplied by 0.0453 to determine their respective share of the total Interests in the Company).

2.3 Capital Calls; Default of Member.

(i) No Member shall be required to make any additional Capital Contributions. Notwithstanding the foregoing, nothing herein shall prohibit the Manager, upon Unanimous Consent of the Class A Members, from later agreeing, and under the terms and conditions set forth under such written unanimous consent and agreement, from calling for and requiring the Class A Members to make further Capital Contributions.

(ii) If a capital call is approved, any such Additional Capital Contributions shall be made in proportion to the Class A Members' respective Percentage Interests. To the extent any Class A Member makes an Additional Capital Contribution, the Manager shall amend Company records to reflect each Class A Member's adjusted Capital Contribution and Percentage Interest as appropriate. No interest or other sums or charges shall be payable on the initial or any subsequent Contributions to the capital of the Company, except as expressly set forth herein.

(iii) If a Class A Member fails to make any portion of its initial or Additional Capital Contribution within the time periods specified in this Agreement, the Class A Member will become a Defaulting Member. In the event of a Member default, the Manager shall take the following actions:

(a) Notice to Defaulting Member. The Manager shall give written notice of any alleged default to the Defaulting Member, who shall have a period of ten (10) days, or such longer period as shall be stated in such notice, from the date such notice is received to cure such default by payment in full of the initial or Additional Capital Contribution. The Defaulting Member's rights under this Agreement shall be limited to those set forth in this Section 2.3.

(b) Legal Remedies, Enforcement. If the Defaulting Member fails to cure such default within the prescribed time period, the Manager may pursue such legal remedies as it determines, in its sole judgment and discretion, to be in the best interest of the Company under the prevailing facts and circumstances, including, but not limited to, those described in Sections 2.3(iii)(c), (d) and (e) below.

(c) Defaulting Member Liability to Company. A Defaulting Member shall remain liable to the Company for such delinquent Additional Capital Contribution together with interest thereon at ten percent (10%) per annum computed from the date the Capital Contribution was

due until the earlier of the date of full payment of such amount, transfer of the Defaulting Member's Interest, or termination of the Company.

(d) Notice to Other Members; Remedies for Default. The Manager shall provide notice to the other Class A Members and the Class B Members (the "**Non-Defaulting Members**") of the default of any Defaulting Member. Upon expiration of the period for cure of the Default, the Percentage Interest of the Defaulting Member may be reduced, subordinated to other Interests of Non-Defaulting Members, redeemed or sold at a value determined by appraisal or other formula, or made the subject of a forced sale, forfeiture, or loan from other Class A Members.

(e) Loss of Rights on Default. For as long as the Defaulting Member is in default and the default has not been cured, the Defaulting Member shall not have the right to vote, to participate in subsequent Company Profits or Cash Distributions, or to make future contributions to the capital of the Company. A Defaulting Member shall have no right to sell, transfer, pledge, or otherwise dispose of his Interest. A Defaulting Member shall not be entitled to withdraw or receive any share of Distributable Cash that it otherwise might have been due until termination of the Company as provided in Article 14. Upon such termination, a Defaulting Member shall be entitled only to the return of the balance in the Member's Capital Account without any interest thereon.

2.4 Time of Capital Contributions; Withdrawal Not Permitted. Member Capital Contributions shall be made in full on admission to the Company. No portion of the capital of the Company may be withdrawn until dissolution of the Company, except as otherwise expressly provided in this Agreement.

2.5 Capital Accounts. An individual Capital Account shall be maintained for each Member in accordance with Treasury Regulation section 1.704-1(b)(2)(iv) and as further described in the attached **Appendix C**.

ARTICLE 3. MANAGER ADVANCES AND MEMBER LOANS

If required to protect or preserve the Company's business operations, the Manager has the sole discretion to apply other available Company funds to pay any Company obligations. However, if sufficient Company funds are not available, the Manager or one or more Class A or Class B Members may loan funds to the Company subject to Manager approval and the following provisions:

3.1 Manager Advances. The Manager may, but is not required to, loan its own funds or defer reimbursement of its out-of-pocket expenses as an Advance (herein so called). The Company shall reimburse the Manager for any such Advance from the date of the loan or deferral as soon as is practical together with the simple annualized interest at no more than ten percent (10%). Interest on Manager Advances shall be an expense of the Company when paid and shall accrue from the date of inception for a Manager loan, or from the date reimbursement was due for any Advance related to a deferred reimbursement.

3.2 Member Loans. Alternatively, the Manager may obtain a loan from one or more Class A or Class B Members as and when necessary to continue the business of the Company, which shall earn ten percent (10%) per annum interest from the date of inception.

3.3 Right and Priority of Repayment. Principal and interest payments for a Manager Advance or loan from a Class A or Class B Member (a "**Member Loan**") will be paid as an expense of the Company as soon as sufficient Company funds are available, or held for longer in order to build up Company reserves, at the Manager's sole discretion. A Manager or Class B Member that makes a loan to the Company shall be

deemed an unsecured creditor of the Company for the purpose of determining its right and priority of repayment of interest and principal of such Advance or Member Loan, and repayment of the Principal will be paid in the order the Advance or Member Loan was made.

3.4 Third-Party Loans. In the event of a failed capital call, or the unavailability of a Manager Advance or Member Loan, the Manager may obtain a loan and/or credit from one or more third parties as it deems appropriate to further the business objectives of the Company. Such loan shall be made to the Company (as borrower or debtor) on such terms as the Manager deems reasonable and appropriate after taking into account the urgency and need for the funds.

3.5 Intentionally Omitted

ARTICLE 4. CASH DISTRIBUTIONS TO MEMBERS

4.1 Distributable Cash. The Members may receive Distributable Cash from the Company. In general, the Manager intends to operate the business in such a manner as to generate Distributable Cash for the Members. Distributable Cash shall be determined in the sole discretion of the Manager after withholding sufficient Working Capital and Reserves. No Distribution shall be declared and paid if payment of such Distribution would cause the Company to violate any limitation on Distributions provided in the Act, or any loan, credit or other agreement to which the Company is a party.

4.2 [Omitted].

4.3 Cash Distributions from Capital Transactions. Distributable Cash, if any, from operations or a Capital Transaction such as a sale of any portion of the Property, will be distributed in the order provided below until expended:

(i) First, to Class A Members, pari passu, (a) until each Class A Member has been fully reimbursed in an amount equal to such Class A Member's initial Capital Contribution and Additional Capital Contribution, if any, and (b) until each Class A Member has also received a 7.0% cumulative, non-compounded annual internal rate of return on their initial Capital Contribution and Additional Capital Contribution, if any (the "Preferred Return")

(ii) Second, an amount that bears the same proportion to the total Preferred Return paid to the Class A Members to date as 35 bears to 65 (the "Catchup Return"), such amount split 50/50 between the Manager and the REIT Manager;

(iii) Third, 65% to the Class A Members, pari passu, and 17.5% to Manager and 17.5% to REIT Manager, until such time as the Class A Members have received a 12% IRR on their Capital Contribution and Additional Capital Contribution, if any;

(iv) Fourth, 50% to the Class A Members, pari passu, and 25% to Manager and 25% to REIT Manager.

For purposes of this Section 4, IRR means with respect to any Member's aggregate Capital Contribution (which includes any Additional Capital Contributions) in the Company, the discount rate, compounded annually of each calendar year, at which the net present value of all capital in-flows relating to such Capital

Contribution is equal to the net present value of all cash out-flows (whether from Distributable Cash from operations or proceeds from Capital Transaction) from such Capital Contribution. IRR for all relevant purposes of this Agreement shall be calculated using the Microsoft Excel XIRR function (or if such program or function is no longer available, such other software program or function designed to calculate IRR in a similar manner to the XIRR function). A Member shall be deemed to have received the specified IRR with respect to its Capital Contributions when such Member has received a cumulative return on such Capital Contributions at the specified rate per annum calculated commencing on the date on which each such Capital Contribution is made taking into account the timing and amounts of all previous distributions of Distributable Cash on an annual or proceeds from cash-out refinance, sale or other repayment of Capital Accounts made to such Member pursuant to this Agreement.

4.4 Cash Distributions on Dissolution and Termination. The Company shall be dissolved on disposition of all or a substantial part of the Assets or in the Mangers sole and absolute discretion. Upon dissolution of the Company, all Assets of the Company (including any Distributable Cash) will be distributed as described below:

(i) First, to pay the creditors of the Company, including any third party who has loaned or advanced money to the Company;

(ii) Second, to establish Reserves against anticipated or unanticipated Company liabilities; and

(iii) Then, to the Members as described in Section 4.3.

ARTICLE 5. MANAGER'S COMPENSATION/THIRD PARTY FEE'S

5.1 Expense Reimbursement.

(i) In addition to the Cash Distributions described in Article 4, the Manager or its Affiliates will be reimbursed for its out-of-pocket expenses and reasonable overhead expenses. Reimbursements may be paid as an expense of the Company prior to determining Distributable Cash.

(ii) Reimbursement may be deferred until sufficient cash is available, without forfeiting any right to collect, although the Manager may earn interest on deferred reimbursements. Advances for which repayment is deferred shall earn ten percent (10%) interest per annum (as described in Section 3.1) from the date the Advance is made or the reimbursement is due to the date of repayment.

5.2 Asset Management Fee. In addition to the Cash Distributions described in Article 4, and the expense reimbursement described in section 5.1, the Manager shall receive an asset management fee (the "Asset Management Fee") equal to one and one-half percent (1.5%) of the gross monthly revenue of the Property, which shall be payable to Manager on a monthly basis.

5.3 Finance Fee. In addition to the Cash Distributions described in Article 4, the expense reimbursement described in section 5.1, and the Asset Management Fee described in Section 5.2, the Manager shall receive a fee equal to $[89,316], which shall be payable to Manager within 60 days of the Equity Recap (the "Finance Fee").

5.4 Acquisition Fee. In addition to the Cash Distributions described in Article 4, the expense reimbursement described in section 5.1, the Asset Management Fee described in Section 5.2, and the Finance Fee described in 5.3, the Manager shall receive a fee equal to $[83,281] and the REIT Manager

shall receive a fee equal to $[672,406], which shall be payable to Manager and REIT Manager, respectively, within 60 days of the Equity Recap (collectively, the "Acquisition Fee").

5.5 Construction Management Fee. In addition to the Cash Distributions described in Article 4, the expense reimbursement described in section 5.1, the Asset Management Fee described in Section 5.2, the Finance Fee described in 5.3, and the Acquisition Fee described in 5.4, the Manager shall receive a fee equal to five percent (5.0%) of the total renovation costs of the Property, which shall be payable to Manager on a monthly basis during such renovations (the "Construction Management Fee").

5.6 Property Management Fee. In consideration for managing the Property, the Property Manager shall be entitled to receive a base property management fee equal to three percent (3%) of the gross operating revenues derived from the Property which fee shall be paid on a monthly basis to Property Manager (the "Property Management Fee").

ARTICLE 6. RIGHTS AND DUTIES OF MANAGER

6.1 Management. The Manager shall manage all business and affairs of the Company. The Manager shall direct, manage, and control the Company to the best of its ability and shall have full and complete authority, power, and discretion to make any and all decisions and to do any and all things that the Manager shall deem to be reasonably required to accomplish the business and objectives of the Company.

6.2 Number of Managers, Tenure, and Qualifications. Obsidian Capital Co., LLC shall be the initial Manager of the Company. The Manager shall hold office until a successor shall have been elected and qualified. Successor Manager(s) need not be a Member of the Company.

6.3 Authority of the Manager. Except to the extent that such authority and rights have been reserved for the Members elsewhere in this Agreement, the Manager shall have the obligation and the exclusive right to manage the day-to-day activities of the Company including, but not limited to performance of the following activities. The Manager may:

(i) Capitalize the Company via the sale of Units or Interests in the Company as described in Article 2 hereof;

(ii) Acquire by purchase, lease, or otherwise any real or personal property which may be necessary, convenient, or incidental to the accomplishment of the business of the Company;

(iii) Borrow money and issuing of evidences of indebtedness necessary, convenient, or incidental to the accomplishment of the purposes of the Company and securing the same by mortgage, pledge, or other lien on the Company; including the right (but not the obligation) to personally and voluntarily guarantee such obligations;

(iv) Open, maintain and close, as appropriate, all Company bank accounts and (subject to any limitations set forth herein) drawing checks and other instruments for the payment of funds associated with acquisition or maintenance of the Company;

(v) Make all decisions relating to the management and operations reasonably necessary to carry out the purposes of this Agreement;

(vi) Employ such agents, employees, general contractors, independent contractors and attorneys as may be reasonably necessary to carry out the purposes of this Agreement;

(vii) Obtain, negotiate and execute all documents and/or contracts necessary or appropriate to carry out the purpose of this Agreement;

(viii) Establish a reasonable Reserve fund for operation of the Company and potential future or contingent Company liabilities;

(ix) Pay, collect, compromise, arbitrate or otherwise adjust any and all claims or demands of or against the Company to the extent that any settlement of a claim does not exceed available insurance proceeds;

(x) Work with a C.P.A. firm, internal, and/or affiliated accounting personnel in its preparation of Company budgets and financial reports, if necessary or appropriate to the Company's operation, including but not limited to, all federal and state tax returns and reports and periodic financial statements;

(xi) Execute and deliver bonds and/or conveyances in the name of the Company provided same are done in the ordinary course of the Company's business;

(xii) Engage in any kind of legal activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with the operation of the Company or the Property;

(xiii) Make distributions of Distributable Cash in accordance with this Agreement; and

(xiv) Transfer Class B Interests, or authorize the transfer of Class B Interests in accordance with this Agreement.

6.4 Major Decisions; Restrictions on Authority of Manager. Notwithstanding anything herein to the contrary, the Manager shall not have the authority to, and hereby covenants and agrees that it shall not make or perform any of the following Major Decisions without first having obtained the affirmative vote of a Majority of Interests of the Class A Members:

(i) Issue, create or authorize for issuance any equity securities (including Units, securities convertible into or exchangeable for any Units in other equity securities and equity securities issued in connection with any debt securities), with rights or preferences as to Distributions senior to the existing and outstanding Units, or reclassify any existing securities into equity securities with rights or preferences as to Distributions senior to the existing and outstanding Units, by means of amendment to this Agreement or by merger, consolidation, operation of law or otherwise, except as described in Section 2.3 pursuant to a Defaulting Member.

(ii) Change the tax status of the Company or take any action inconsistent with Section 1.8 and hereof and Section 3.2 of **Appendix C** hereto.

(iii) Alter the Percentage Interests applicable to the Units, other than as described in Section 2.2 hereof.

(iv) Finance, refinance, offer for sale or contract with a new property manager for the the Property.

(v) Permit a change of control in the Manager.

(vi) Withdraw, assign, share or delegate to any other party any right to be or act as Manager (or permit the admission of any other such party to the Agreement).

The Class A Members shall have the authority to vote on the matters provided in this Section 6.4 and specifically provided elsewhere in this Agreement (see Summary of voting rights in Section 7.4).

6.5 Employment of Affiliated or Unaffiliated Service Providers. To the extent applicable, the Company may employ Affiliated or unaffiliated service providers, including, but not limited to real estate brokers, Property Managers, engineers, contractors, architects, title or escrow companies, attorneys, accountants, bookkeepers, property inspectors, etc., as necessary to facilitate the business. Such services will be employed on terms that are deemed to be commercially reasonable in the geographic area where the business is located, and provided that all contracts with Affiliated Persons are on terms at least as favorable to the Company as could be obtained through arms length negotiations with unrelated third parties.

6.6 Delegation of Duties. The Manager shall have the right to perform or exercise any of its rights or duties under this Agreement through delegation to or contract with Affiliated or unaffiliated service providers, agents, or employees of the Manager, provided that all contracts with Affiliated Persons are on terms at least as favorable to the Company as could be obtained through arms-length negotiations with unrelated third parties; and further provided that the Manager shall remain primarily responsible for the active supervision of such delegated work.

6.7 Consultation; Annual Reports. The Manager agrees to use commercially reasonable efforts at all times to keep the Members advised of material matters affecting the Company and to provide periodic reports to the Members, on no more than an annual basis, which may be oral or in written form at the Manager's discretion. Further, the Manager will be available for questions during normal business hours.

6.8 Manager's Reliance on Information Provided by Others. Unless the Manager has knowledge concerning the matter in question that makes reliance by the Manager unwarranted, the Manager is entitled to rely on information, opinions, reports, or statements, including but not limited to financial statements or other financial data, if prepared or presented by:

(i) One or more Members, Managers, employees, or contractors of the Company whom the Manager reasonably believes to be reliable and competent in the matter presented;

(ii) Legal counsel, accountants, or other Persons as to matters the Manager reasonably believes are within the Person's professional or expert competence; or

(iii) A committee of members or managers of which he or she is not a member if the Manager reasonably believes the committee merits confidence.

6.9 Fiduciary Duties of Manager. The fiduciary duties the Manager owes to the Company and the Class A and Class B Members include only the duty of care, and the duty of disclosure, as set forth below.

(i) A Member has a right to expect that the Manager will do the following:

(a) Use commercially reasonable efforts when acting on the Company's behalf;

(b) Not act in any manner adverse or contrary to the Company or a Class A Member's interests,

(c) Not act on its own behalf in relation to its own interests unless doing so is in the best interests of the Company and is fair and reasonable under the circumstances, and

(d) Exercise all of the skill, care, and due diligence at its disposal.

In addition, the Manager is required to make truthful and complete disclosures so that the Class A Members can make informed decisions. The Manager is forbidden to obtain an advantage at the expense of any of the Class A Members, without prior disclosure to the Company and the Class A and Class B Members.

(ii) Duty of Care and the 'Business Judgment Rule'. Just as officers and directors of corporations owe a duty to their shareholders, the Manager is required to perform its duties with the care, skill, diligence, and prudence of like Persons in like positions. The Manager will be required to make decisions employing the diligence, care, and skill an ordinary prudent Person would exercise in the management of their own affairs. The 'business judgment rule' should be the standard applied when determining what constitutes care, skill, diligence, and prudence of like Persons in like positions.

6.10 Limited Liability of the Members and the Manager. No Person who is a Member, Manager, or officer of the Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Member, Manager, or officer of the Company, unless such Member, Manager or officer expressly agrees to be obligated personally for any or all of the debts, obligations, and liabilities of the Company (e.g., such as a loan guarantor, etc.).

6.11 Indemnification of the Manager and the Members. The Manager or a Member shall not be subject to any liability to the Company for the doing of any act or the failure to do any act authorized herein, provided it was performed in good faith to promote the best interests of the Company, including any liability, without limitation, of any Manager, Member, officer, employee, or agent of the Company, against judgments, settlements, penalties, fines, or expenses of any kind (including attorneys' fees and costs) incurred as a result of acting in that capacity.

(i) The Company shall indemnify and/or advance expenses to a Person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the Person (i) is or was a Manager or officer of the Company, or (ii) while serving as a Manager or officer of the Company, is or was serving at the request of the Company as a manager, officer, member, director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent provided by, and in accordance with the procedures set forth in, Chapter 8 and Sections 101.401 and 101.402 of the Act and any other applicable laws; provided, however, that Chapter 8 of the Act shall be modified in the following respects as applied to the Company:

(a) Indemnification of any Person who has satisfied the standard of conduct set forth in Section 8.101 of the Act shall be mandatory rather than optional. The determination under Section 8.101 of the Act that indemnification shall be made shall also constitute authorization of indemnification under Section 8.103 of the Act.

(b) Advancement of expenses to a Person who has satisfied the requirements of Section 8.104 of the Act shall be mandatory rather than optional.

(c) Payment or reimbursement of expenses to a Person pursuant to Section 8.106 of the Act in connection with his appearance as a witness or other participation in a proceeding shall be mandatory rather than optional.

(d) The Company shall have no obligation to fund indemnification of any Person to the extent the liability is covered by insurance. The Company's obligation to fund indemnification of any Person shall commence only after all available insurance has been exhausted.

(e) The rights conferred in this Section 6.11 shall not be exclusive of any other right which any Person may have or hereafter acquire under any statute, regulation, the Certificate of Formation, resolution of Members or Managers, agreement, or otherwise. In the event of a conflict in the terms of the indemnification provisions of this Agreement and the Certificate of Formation, the terms and provisions of this Agreement shall control.

(ii) Nothing in this section shall be construed to affect the liability of a Member of the Company (1) to third parties for the Member's participation in tortious conduct, or (2) pursuant to the terms of a written guarantee or other contractual obligation entered into by the Member (such as a loan guarantee, etc.).

(iii) Indemnity of the Manager. The Manager (including its members, officers, employees, and agents) are specifically excluded from personal liability for any acts related to the Company, whether they relate to internal disputes with Members, external disputes with third parties or regulatory agencies, etc.

6.12 Liability Insurance. The Company may, at the Manager's discretion, and as a Company expense, purchase and maintain insurance on behalf of the Company, the Manager, a Member, or employee(s) of the Company against any liability asserted against and incurred by the Company, the Manager, a Member, or employee in any capacity relating to or arising out of the Company's, Member's, Manager's, or employee's status as such. Such insurance may be in the form of Directors and Officers Insurance, Key Man Insurance, Employer's Liability Insurance, General Business Liability Insurance, and/or any other applicable insurance policy.

6.13 Manager Has No Exclusive Duty to Company. The Manager shall not be required to manage the Company as its sole and exclusive function and may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such investments or activities of the Manager or to the income or proceeds derived therefrom.

ARTICLE 7. RIGHTS AND OBLIGATIONS OF MEMBERS

7.1 Limitation of Liability. Each Member's liability shall be limited to the extent allowable by the Act and other applicable law. The debts, obligations and liabilities of the Company, whether arising from

contract, tort or otherwise, shall be solely the debts obligations and liabilities of the Company. No Member or Manager shall be obligated personally for such debt, obligation, or liability of the Company, solely by reason of being a Member of the Company.

7.2 Company Debt Liability. A Member will not be personally liable for any debts or Losses of the Company beyond the Member's respective Capital Contributions, except as otherwise required by law or any personal guarantees or financing requirements.

7.3 Members' Obligation of Good Faith and Fair Dealing. Each Member (and the Manager) shall discharge their duties to the Company and exercise any rights consistently with the contractual obligation of good faith and fair dealing.

7.4 Authority of the Class A Members; Summary of Voting Rights. Pursuant to this Agreement, the Manager has absolute powers to operate the business of the Company. The Class A Members have authority to vote only on the specific decisions authorized in various provisions of this Agreement, and summarized below. The Class A Members have no power or authority to vote or operate the business of the Company.

(i) Votes Requiring Approval of a Majority of Interests of all Members. Majority of Interest of both the Class A and Class B Members, is required for any of the following matters:

(a) To amend the Certificate of Formation or make substantive amendments to the portions of this Agreement regarding Class A Interests or Class A Member distributions (per Section 16.2).

7.5 Authority of the Members; Summary of Voting Rights. Pursuant to this Agreement, the Manager has absolute powers to operate the business of the Company. The Class B Members, as the Manager, have the authority to vote on the specific decisions authorized in various provisions of this Agreement, including, without limitation, the following:

(a) Fill a vacancy after the Manager has resigned (see Article 8);

(b) Approve any Major Decision (see Section 6.4);

(c) Approve an action which will cause the Company to liquidate, terminate or dissolve except for a decision not to purchase or to sell the Property, which may be effected solely by the Manager (see Section 14.1);

(d) Appoint a new "tax matters member" (per **Appendix C**, Section 5); and

(e) Any other matter that a Class B Member or the Manager wishes to put to a vote of the Class B Members.

7.6 Participation. Except as otherwise set forth herein, the Members shall not participate in the day-to-day management of the business of the Company.

7.7 Deadlock. Unless otherwise expressly set forth herein, in the event the Class B Members are unable to reach agreement on or make a decision with respect to any matter on which the Class B Members are entitled to vote (as summarized in Section 7.4), the matter shall be subject to the Internal Dispute Resolution Procedure described in Article 13 hereof.

ARTICLE 8. RESIGNATION OR REMOVAL OF THE MANAGER

8.1 Resignation. The Manager of the Company may resign at any time by giving written notice to the Class B Members. The resignation of the Manager shall take effect sixty (60) days after receipt of notice thereof or at such other time as shall be specified in such notice, or otherwise agreed between the Manager and Class B Members. The acceptance of such resignation shall not be necessary to make it effective.

8.2 Intentionally Omitted

8.3 Intentionally Omitted

8.4 Intentionally Omitted

8.5 Effect of Resignation or Removal on Manager's Fees. To the extent applicable. in the event of resignation of the initial Manager, Fees due the Manager will be re-allocated between the former and new Manager as described below:

(i) **Expense Reimbursements:** Regardless of resignation, the initial Manager will still be entitled to reimbursement for its costs related operation and overhead, and any interest due thereon, and entitled to the fees described in Article 5,

8.6 Intentionally Omitted

8.7 Vacancies. In the event the Manager has resigned, the vacancy shall be filled upon the affirmative vote of a Majority of Interests of the Class B Members. A Manager elected to fill a vacancy shall be elected for the unexpired term of its predecessor and shall hold office until the expiration of such term and until the replacement Manager's successor shall be elected and shall qualify or until his earlier death, resignation, removal, liquidation, dissolution or termination.

ARTICLE 9. MEETINGS OF MEMBERS

9.1 Annual Meeting. No Annual Meeting of the Members is required.

9.2 Meetings. A meeting of the Class B Members may be called at any time and for any purpose whatsoever by the Manager or by any of the Class B Members representing a Majority of Interests, following the procedures specified below. When Class B Members representing a Majority of Interests wish to call a Meeting, they shall notify the Manager, who shall promptly give notice of the Meeting to the other Class B Members. In the event the Manager fails to give the notice within three (3) days of the receipt of the request, any Class B Member or group of Class B Members representing a Majority of Interests may provide notice to the other Class B Members. For purposes of determining the requisite Interests, such notice shall provide the names of Class B Members calling such vote.

9.3 Place of Meetings. The Manager may designate any place, either within or outside of the State of Texas, as the place of meetings of the Members.

9.4 Notice of Meetings. Except as provided in Section 9.5 below, written notice stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called shall be given at least three (3) days and not more than sixty (60) days before the date of the meeting. A vote taken at a meeting

with less than three (3) days' notice will only be valid if all of the Class B Members provide unanimous written consent.

9.5 Meeting of all Members. If all of the Class B Members meet at any time and place, either within or outside of the State of Texas, and consent to the holding of a meeting at such time and place in writing, such meeting shall be valid without call or notice, and at such meeting, a lawful vote may be taken.

9.6 Record Date. For the purpose of determining: 1) Class B Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof; 2) Members entitled to receive payment of any Cash Distribution; or 3) to make a determination of Members for any other purpose; the date on which notice of the meeting is mailed or the date on which the resolution declaring such Distribution is adopted, as the case may be, shall be the record date for such determination of Class B Members.

9.7 Quorum. Class B Members representing a Majority of Interests, whether represented in person or by proxy, shall constitute a quorum at any duly noticed meeting of Members (per Section 9.4). In the absence of a quorum at any such meeting, a majority of the Class B Members present may continue or adjourn (i.e., reschedule) the meeting for a new date to occur within thirty (30) days. A notice of the adjourned meeting shall be given to each Class B Member of record entitled to vote.

9.8 Manner of Acting. An affirmative vote of the requisite Interests (see summary in Section 7.4) shall be considered an act of the Class B Members on such matters as they are entitled to vote. Consent transmitted by electronic transmission by a Class B Member or Person authorized to act for a Class A Member shall be deemed to have been written and signed by the Class B Member, regardless of whether they appeared at a meeting.

9.9 Proxies. At all meetings of Members, a Class B Member may vote in person, by proxy executed in writing by the Class B Member, or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Manager of the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxies.

9.10 Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is approved by written consent of the requisite Class A Interests describing the action taken, signed by such Class B Members, and delivered to the Manager of the Company for inclusion in the minutes or filing with the Company records. Action taken under this Section shall become effective at such time as the requisite Class B Interests of the Class B Members entitled to vote have provided written consent (unless the consent specifies a different effective date), regardless of whether the Class B Member participated in any meeting in which such matters were discussed. The record date for determining Class B Members entitled to take action without a meeting shall be the date the first Class B Member signs a written consent.

9.11 Electronic Meetings. Meetings of Members may be held by means of conference telephone or similar communications equipment so long as all Persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone shall constitute presence in person at such meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

9.12 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the Person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE 10. FISCAL YEAR, BOOKS AND RECORDS, BANK ACCOUNTS, TAX MATTERS

10.1 Fiscal Year. The Company, for accounting and income tax purposes, shall operate on a Fiscal Year ending December 31 of each year, and shall make such income tax elections and use such methods of depreciation as shall be determined by the Manager. The books and records of the Company will be kept on a tax basis in accordance with sound accounting practices to reflect all income and expenses of the Company.

10.2 Company Books and Records. During the term of the Company and for seven (7) years thereafter, the Company shall keep at its principal place of business, the following:

(i) A current list of the name and last known address of each Member and Manager;

(ii) Copies of records that would enable a Member to determine the relative voting rights, if any, of the Members;

(iii) A copy of the Certificate of Formation, together with any amendments thereto;

(iv) Copies of the Company's federal, state, and local income tax returns, if any, for the seven (7) most recent years;

(v) A copy of the Company Agreement together with any amendments thereto; and

(vi) Copies of financial statements, if any, of the Company for the seven (7) most recent years.

(vii) A Class A and B Members may:

(a) At the Member's own expense, inspect and copy any Company record upon reasonable request, and for a legitimate business purpose, during ordinary business hours;

(b) Obtain from time to time upon reasonable demand: (a) True and complete information regarding the state of the business and financial condition of the Company; (b) Promptly after becoming available, a copy of the Company's federal, state, and local income tax returns, if any, for each year; and (c) Other information regarding the affairs of the Company as is just and reasonable.

As stated above, a Class A and B Members shall have the right, during ordinary business hours, to inspect and copy the Company documents listed above at the Member's expense. But, the Class A and B Members must give seven (7) days notice to the Manager of such Class A or Class B Member's intent to inspect and/or copy the documents, and may only inspect and copy such Company documents for a purpose reasonably related to the Class A or Class B Member's Interest in the Company as approved by the Manager. The Company may impose a reasonable charge, limited to the costs of labor and material, for copies of records furnished. The Company may elect, at its option, to provide the requested document electronically.

To the extent allowed by law, the Manager shall honor requests of Members to keep their contact information confidential.

10.3 Bank Accounts. All funds of the Company shall be held in a separate bank account(s) in the name of the Company as determined by the Manager.

10.4 Reports and Statements. The Company shall endeavor, at its expense by March 1st of each year, to deliver to the Class B Members the following financial statements, which obligation may be satisfied by delivery to the Class A Members of:

(i) A copy of the Company's federal tax return;

(ii) A profit and loss statement for such period; and

(iii) A balance sheet for the Company as of the end of such period.

The Manager shall, at the expense of the Company prepare, or cause to be prepared, for delivery to the Class A Members prior to the due date thereof (excluding extensions), all federal and any required state and local income tax returns for the Company for each Fiscal Year of the Company. The Manager shall also endeavor to timely provide to Class A Members those tax documents necessary for the preparation of the Class A Member's tax return.

10.5 Tax Matters. The Manager shall have the authority, subject to the provisions of this Agreement, to make any election provided under the Code or any provision of state or local tax law. Additional information on designation of a tax matters member is provided in **Appendix C**, attached hereto. Further, the Manager shall have the authority to direct and/or remit withholding amounts from a Non-U.S. Person's Distributions, as necessary to comply with the Foreign Investor Real Property Tax Act of 1980 (FIRPTA) or other U.S. tax obligation of the Non-U.S. Person.

ARTICLE 11. VOLUNTARY TRANSFER; ADDITIONAL AND SUBSTITUTE MEMBERS

Sections 11.1 through 11.5 shall pertain only to Class B Interests in the Company.

11.1 Voluntary Withdrawal, Resignation or Disassociation Prohibited. A Class B Member may not withdraw, resign or voluntarily disassociate from the Company, unless such Member complies with the transfer provisions set forth in this Article. The provisions of this Article shall apply to all Voluntary Transfers of a Member's Interests. Involuntary Transfers are addressed in Article 12.

11.2 Admission of Additional Members. The Manager may cause the Company to issue additional Units or Membership Interest and admit additional Class A Members on the terms and conditions which are approved by a Majority of the Class A Members. At the time any additional Units or Membership Interest are issued and additional Class A Members are admitted to the Company, the Class A Percentage Interest shall be adjusted to reflect the terms and conditions upon which the additional Units and Membership Interest have been issued.

11.3 Transfer Prohibited Except as Expressly Authorized Herein. No Class A Member may voluntarily, involuntarily, or by operation of law assign, transfer, sell, pledge, hypothecate, or otherwise dispose of (collectively transfer) all or part of its Interest in the Company, except as is specifically permitted by this Agreement or authorized by the Manager. Any Voluntary Transfer made in violation of this Article shall be void and of no legal effect. Further, in no event shall any Voluntary Transfer be made within one (1) year of the initial sale of the Interests proposed for transfer unless the Class A Member transferring its Interest

("**Transferor**") provides a letter from an attorney, acceptable to the Manager, stating that in the opinion of such attorney, the proposed transfer is exempt from registration under the Securities Act and under all applicable state securities laws or is otherwise compliant with Rule 144 under the Securities Act of 1933. The Manager is legally obligated to refuse to honor any transfer made in violation of this provision.

11.4 Conditions for Permissible Voluntary Transfer; Substitution.

(i) General Conditions for a Voluntary Transfer. A permitted transfer of any Class A Member's Interest shall only be granted as to the Member's Economic Interest unless the Manager accepts a permitted transferee ("**Transferee**") as a Substitute Member. A permitted Transferee shall become a Substitute Member only on satisfaction of all of the following conditions:

(a) Filing of a duly executed and acknowledged written instrument of assignment in a form approved by the Manager specifying the Class A Member's Percentage Interest being assigned and setting forth the intention of the assignor that the permitted assignee succeed to the assignor's Economic Interest (or the portion thereof) and/or its Interest as a Class A Member;

(b) Execution, acknowledgment and delivery by the assignor and assignee of any other instruments reasonably required by the Manager including an agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(c) The Manager's approval of the Transferee's or assignee's admission to the Company as a Substitute Member and concurrent and complete Disassociation of all of the Membership and Economic Interests of the Transferor.

(d) Transferee has received all necessary approvals of any applicable lender or co-investor of the Parent as may be required.

(ii) Transfer of a Class B Member's Interest to an Affiliate. Nothing in this Section 11.4, with the exception of 11.4(i)(4), shall prevent a Class B Member from transferring its entire Membership Interest (Economic and voting rights, etc.) or any portion thereof to an Affiliate (as defined in **Appendix D**). Approval of Substituted Membership of an Affiliate shall not be unreasonably withheld by action of the Manager on the delivery of all requested documents necessary to accomplish such a transfer. However, any subsequent conveyance or transfer of ownership interests within the Affiliate so that it no longer meets the definition of an Affiliate with respect to the original Class B Member, shall make its membership in the Company subject to revocation or Disassociation (per Article 12) by the Manager. Unless the Affiliate requests and is approved by the Manager as a Substitute Member, an unauthorized Affiliate shall have only the Economic Interest of the former Class B Member.

11.5 Voluntary Transfer; Right of First Refusal.

(i) Notice of Sale. Subject to the requirements of Section 11.4, in the event any Class A or B Member (a "**Selling Member**") wishes to sell its Interest, it must first present its offer to sell and proposed price (terms and conditions) in a "**Notice of Sale**" submitted in writing to the Manager. The Manager and/or the Class B Members ("**Purchasing Members**") shall have thirty (30) days to elect to purchase the entire Selling Member's Interest, which shall be offered to each in the order of priority described below:

(a) First, the Manager (or members of the Manager) may elect to purchase the entire Interest on the same terms and conditions as contained in the Notice of Sale, but if they don't; then

(b) Second, all or part of the Class B Members may purchase the entire Selling Member's Interest on the same terms and conditions as contained in the Notice of Sale; the Purchasing Members will be given priority to purchase in the same ratio as their existing Percentage Interest before allowing existing Class B Members to purchase disproportionate amounts;

(c) Third, if the Class B Members elect to purchase less than the entire Interest, the Manager (of the members of the Manager) may combine in any ratio to purchase the remaining Interest, providing the overall purchase is of the entire Selling Member's Interest and on the same terms and conditions as contained in the Notice of Sale; and

(d) Fourth, in the event that the Class B Members and/or the Manager (or its members) fail to respond within thirty (30) days of the Selling Member's Notice of Sale, or if the Manager and/or the Class B Members expressly elect not to purchase the entire Selling Member's Interest, the Selling Member shall have the right to sell its Interest to the third party on the same terms and conditions contained in the original Notice of Sale.

(ii) In the event the Selling Member receives or obtains a bona fide offer from a third party to purchase all or any portion of its Interest in the Company, which offer it desires to accept, then prior to accepting such offer, the Selling Member shall give written notice (the Notice of Sale) of such offer to the Manager. The Notice of Sale shall set forth the material terms of such offer, including without limitation the identity of the third party, and the purchase price and terms of payment.

(iii) If the terms are different than the original Notice of Sale offered to the Manager, the Selling Member must comply again with the terms of this Section 11.5 (giving the Manager and Class B Members the first right to purchase its Interest on the same terms and conditions offered by the third party) with respect to the existing offer and all subsequent third party offers.

(iv) If the Manager approves the sale to the third party, it must be completed within three (3) months. If the sale to the third party is not consummated on the terms contained in the approved Notice of Sale within three (3) months following the date of the Notice of Sale, then the Class B Member must seek a renewed approval from the Manager, who may require that the Member again comply with the first right of refusal provisions of this Section 11.5.

(v) In any purchase by the Class B Members or the Manager described above, the Manager will automatically adjust the Membership Interests of the Purchasing Members or the Manager to reflect the respective number and Class of Units or Interests transferred and the Manager shall revise **Appendix B** (attached hereto), as appropriate to reflect such adjustment.

(vi) Costs of Conveyance for Voluntary Transfer.

(a) In the event that the Manager and/or the Class B Members elect to purchase as provided this Section 11.5, the cost of such transaction, including without limitation, recording fees, escrow fees, if any, and other fees, (excluding attorneys' fees which shall be the sole expense of the party who retained them) shall be divided 50/50 between the Selling Member and the Purchasing Members. The Purchasing Members shall each contribute their respective share of the transaction costs in proportion with their share of the purchased Interest. The Selling Member shall deliver all

appropriate documents of transfer for approval by the Manager, at least three (3) days prior to the closing of such sale for its review and approval.

(b) From and after the date of such closing, whether the sale is made to the Class B Members, the Manager, or to the third party, the Selling Member shall have no further Interest in the Assets or income of the Company and, as a condition of the sale, the Person(s) purchasing the Interests shall indemnify and hold harmless the Selling Member from and against any claim, demand, loss, liability, damage or expense, including without limitation, attorney's fees arising from the subsequent operation of the Company.

(vii) Rights and Interests of Voluntary Transferee; Adjustment of Voting Rights. If a Class B Member transfers its Interest to a third party Transferee pursuant to this Section 11.5, such Transferee shall only succeed to the Member's Economic Interest unless and until it complies with the provisions of Section 11.4 and is approved by the Manager as a Substitute Member. Until such time, if ever, that the third-party Transferee becomes a Substitute Member, the voting Interests of the Remaining Class B Members (i.e., all Class B Members other than the Selling Member) will be increased proportionate with their Percentage Interests in the Company as if they had purchased the Selling Member's Interest. The obligations, rights and Interests of the Selling, purchasing, and any Substitute Members shall inure to and be binding upon the heirs, successors and permitted assignees of such Class B Members subject to the restrictions of this Section 11.5. A third party Transferee shall have no right of action against the Manager or the Company for not being accepted as a Substitute Member.

(a)

Section 11.6 shall pertain only to Class A Interests in the Company:

11.6 Class A Transfer Prohibited Except as Expressly Authorized Herein. No Class A Member may voluntarily, involuntarily, or by operation of law assign, transfer, sell, pledge, hypothecate, or otherwise dispose of (collectively transfer) all or part of its Interest in the Company, except as is specifically permitted by this Agreement or authorized by the Manager. Any transfer made in violation of this section shall be void and of no legal effect.

ARTICLE 12. INVOLUNTARY TRANSFER; DISASSOCIATION

12.1 Disassociation For Cause. A Class A Member or Class B Member may be disassociated (i.e., expelled) from the Company (a) pursuant to a judicial determination, (b) on application by the Manager or a Class B Member for Cause (defined in the bullets below), or (c) upon a written finding by the Manager that such Member:

(i) Engaged in wrongful conduct that adversely and materially affected the Company's business;

(ii) Willfully or persistently committed a material breach of this Agreement;

(iii) Engaged in conduct relating to the Company's business, which makes it not reasonably practicable to carry on the business with the Member; or

(iv) Engaged in willful misconduct related to its Membership in the Company.

12.2 Disassociation by Operation of Law. Additionally, a Class A or Class B Member may be disassociated by operation of law, affected solely by action of the Manager, upon the occurrence of any of the following triggering events:

(i) Upon Voluntary or Involuntary Transfer of all or part of a Member's Economic Interest;

(ii) Failure to comply with a capital call approved by the requisite Percentage Interests of the Members described Section 2.3;

(iii) Dissolution, suspension, or failure to maintain the legal operating status of a corporation, partnership or limited liability company that is a Member of the Company;

(iv) Any Member who meets the definition of a "covered person" and becomes subject to a "disqualifying event" at any time during operation of the Company (as those terms are defined in Regulation D, Rule 506(d)) may automatically be, by action of the Manager: (a) disassociated, or (b) stripped of its voting rights (if an Investor), as appropriate and necessary to preserve the Company's securities exemption under Regulation D, Rule 506.

(v) In the case of a Member that is a legal entity, the Member's:

(a) Becoming a debtor in Bankruptcy;

(b) Executing an assignment of all or substantially all of its Economic Interest for the benefit of creditors;

(c) Engaging in activity that is determined to be illegal;

(d) The appointment of a trustee, receiver, or liquidator of the Member or of all or substantially all of the Member's property including its Interest in the Company pursuant to an action related to the Member's insolvency; or

(vi) In the case of a Member who is an individual:

(a) The Member's death;

(b) Becoming a debtor in Bankruptcy;

(c) Engaging in activity that is determined to be illegal;

(d) The appointment of a guardian or conservator of the property of the Member; or

(e) A judicial determination of incapacity or other such determination indicating that the Member has become incapable of performing its duties under this Agreement;

(vii) In the case of a Member that is a trust or trustee of a trust, distribution of the trust's entire rights to receive Distributions from the Company, but not merely by reason of the substitution of a successor trustee;

(viii) In the case of a Member that is an estate or personal representative of an estate, distribution of the estate's entire rights to receive Distributions from the Company, but not merely the substitution of a successor personal representative; or

(ix) Termination of the existence of a Member if the Member is not an individual, estate, or trust, other than a business trust.

12.3 Effect of Disassociation.

(i) Immediately on mailing of a notice of Disassociation sent by the Manager to a Member's last known address, unless the reason for Disassociation can be and is cured within sixty (60) days, a Member will cease to be a Member of the Company and shall henceforth be known as either a Class A Disassociated Member or Class B Disassociated Member. Any successor in Interest who succeeds to a Class B Disassociated Member's Interest by operation of law (per Section 12.2) shall henceforth be known as an Involuntary Transferee. Any Class A Disassociated Member's Interest that shall have been disassociated by operation of law shall automatically revert to the Class B Member Obsidian Capital Co., LLC, unless otherwise agreed to in writing by the Manager.

(ii) A Class B Disassociated Member (or its legal successor) will continue to receive only the Class B Disassociated Member's Economic Interest in the Company, unless the Class B Disassociated Member/Involuntary Transferee elects to sell its Interest to the Manager or Class B Members (Purchasing Members) or to a third party buyer (Voluntary Transferee) following the procedures described in Section 11.5; and/or a Voluntary or Involuntary Transferee seeks admission and is approved by the Manager as a Substitute Member (per Section 11.4). A Class B Disassociated Member's Economic Interest in the Company shall immediately cease and shall immediately revert back to the Class B Member Obsidian Capital Co., LLC, unless otherwise agreed to in writing by the Manager.

(iii) Until such time, if ever, that the Manager approves the transfer of the entire Class B Disassociated Member's Membership Interest to the Purchasing Members or a Substitute Member, the voting interests of the Remaining Class B Members will be proportionately increased as necessary to absorb the Disassociated Member's voting Interests.

(iv) If a Class B Member objects to Disassociation, they will be bound to resolve the dispute in accordance with the Internal Dispute Resolution Procedure described in Article 13, unless the reason for the Disassociation can be resolved within sixty (60) days to the satisfaction of the Manager, in which case their full Membership Interest will be reinstated. If there is no Involuntary Transferee, and no third party buyer is found and the Manager or Remaining Class B Members do not wish to purchase the Class B Disassociated Member's Interest, the Class B Disassociated Member will only be entitled to receive its Economic Interest (no voting rights), indefinitely, until such time as the Company is dissolved. Class A Disassociated Members shall have no right to object or challenge their Disassociation.

12.4 Sale and Valuation of a Disassociated Member's Interest. If no outside buyers can be found and the Class B Disassociated Member still desires to sell its Interest, which the Remaining Class B Members and/or Manager (Purchasing Members) wish to purchase, the buyout price for the Class B Disassociated Member's Interest may be determined using one of the following methods:

(i) **Negotiated Price:** First, if the Purchasing Members or legal representative of the Class A Disassociated Member can agree on a negotiated price for the Interest, then that price will be used; if not,

(ii) **Estimated Market Value Within 12 Months:** Second, the Manager may annually determine the Estimated Market Value of the Company and report it to the Class B Members (per Section 6.3). An Estimated Market Value calculated by the Manager in any commercially accepted manner within the last twelve (12) months shall conclusively be used to determine the value of a Class B Disassociated Member's Interest. The purchase price of shall be the product of the Class B Disassociated Member's Percentage Interest in the Company and the Estimated Market Value of the Company.

(iii) **Appraisal Method:** Third, if both of the above methods fail, the price for a Class B Disassociated Member's Interest shall be determined by appraisal of the Company by one or more independent, certified commercial business appraisers currently operating in the geographic area of the Property, as follows:

(a) The Class B Disassociated Member shall hire and pay the first appraiser, who shall provide an Estimated Market Value for the Company. If acceptable to the parties, this Estimated Market Value will be used to calculate the value of the Class B Disassociated Member's Interest.

(b) If the first appraiser's valuation is unacceptable, the Purchasing Members may hire their own appraiser and the average of the two appraisals (if within twenty percent (20%)) may be used to determine the value of the Company on which the purchase price will be based. If the two appraisals differ by more than twenty percent (20%) and the parties still cannot agree on the value, then,

(c) A third appraisal may be obtained (at the option of either party), the cost of which will be split between the Purchasing Members and the Class B Disassociated Member. The average of the two appraisals closest in value will be conclusively used to establish the Estimated Market Value of the Company on which the value of the Interest will be based.

12.5 Closing. Unless other terms have been agreed between the Class B Disassociated and Purchasing Members, the following terms shall apply to closing of a Class B Disassociated Member's Interest. After determining value (per Section 11.5 or 12.4 above), the Purchasing Members shall give written notice fixing the time and date for the closing. The closing shall be conducted at the principal office of the Company or other agreed location on the date not less than thirty (30) days nor more than sixty (60) days after the date of such notice, or in the event of Bankruptcy, any request for an extension by any Bankruptcy Court having jurisdiction.

12.6 Payment for a Class A Disassociated Member's Interest.

(i) At closing, the Purchasing Members shall pay to the Class B Disassociated Member by certified or bank check an amount equal to the determined value of the Class B Disassociated Member's Interest, or, if such value shall be determined to be zero or another amount pursuant to an agreement of the Class B Members, shall deliver an executed copy of such agreement or a copy of such appraisal report(s), or a memorandum of the negotiated value (per Section 11.4 above) as applicable.

(ii) Notwithstanding the foregoing, at the option of the Purchasing Members, the purchase price may be paid by the delivery of its promissory note in the principal amount of the purchase price, bearing interest at eight percent (8%), repayable early without penalty, in eight (8) equal quarterly installments, or other agreement. Simultaneously therewith the Class B Disassociated Member shall execute, acknowledge and deliver to the Purchasing Members such instruments of conveyance, assignment and

releases as shall be necessary or reasonably desirable to convey all of the right, title and Interest of the Class B Member and the Assets thereof.

(iii) Because of the unique and distinct nature of an Interest in the Company, it is agreed that the Purchasing Members' damages would not be readily ascertainable if they elect to purchase the Class B Disassociated Member's Interest as aforesaid and the conveyance thereof were not consummated, and, therefore, in such case the Purchasing Members shall be entitled to the remedy of specific performance in addition to any other remedies that may be available to them in law or in equity.

12.7 Transfer of Economic Interest; Rights of an Involuntary Transferee.

(i) If the Purchasing Members do not elect to purchase the Interest of a Class B Disassociated Member as provided in Section 12.4 through 12.6, or if by operation of law the Economic Interest of the Class B Disassociated Member transfers to an Involuntary Transferee, the Manager shall hereby be granted power of attorney by the Class B Disassociated Member to execute such documents as may be necessary and requisite to evidence and cause the transfer only of the Class B Disassociated Member's Economic Interest to the Involuntary Transferee, as applicable and appropriate for the circumstances.

(ii) An Involuntary Transferee shall not be deemed a Member until such time if ever, that they seek admission and are approved as a Substitute Member(s). Until such time, they shall only succeed to the Economic Interest of the Class B Disassociated Member, including the right to any Distributions and a return of the Class B Disassociated Member's Unreturned Capital Contributions, if applicable, which shall be distributed only if and when such Distributions or return of Capital Contributions shall become due per the terms of this Agreement. Any Distributions that may be due a Class B Disassociated Member shall be held in trust and no Distributions shall be made to an Involuntary Transferee until it produces and executes such documentation as the Manager deems necessary to evidence the Transfer of the Class B Disassociated Member's Economic Interest, and to indemnify the Company and the Manager for any liability related to making Distributions directly to the holder of the Economic Interest.

(iii) Any further assignment of the Class B Disassociated Member's Economic or Membership Interest, or any request of an Involuntary Transferee to succeed to the Class B Disassociated Member's full Membership Interest (i.e., to become a Substituted Member in the Company), shall be subject to approval of the Manager.

ARTICLE 13. INTERNAL DISPUTE RESOLUTION PROCEDURE

Because the nature of the Company is to generate Profits on behalf of its Members, it is imperative that one Member's dispute with the Manager and/or other Members is not allowed to diminish the Profits available to other Members or resources necessary to operate the Company. Litigation could require diversion of Company Profits to pay attorney's fees or could tie up Company funds necessary for operation of the Company or the Property, impacting the profitability of the investment for all Members. The only way to prevent such needless expense is to have a comprehensive Internal Dispute Resolution Procedure ("**Procedure**") in place, to which each of the Members have specifically agreed in advance of membership in the Company. The Procedure described below requires an aggrieved party to take a series of steps designed to amicably resolve a dispute on terms that will preserve the interests of the Company and the other non-disputing Members, before invoking a costly remedy, such as arbitration.

In the event of a dispute, claim, question, or disagreement between the Members or between the Manager and one or more Members arising from or relating to this Agreement, the breach thereof, or any associated

transaction, or to interpret or enforce any rights or duties under the Act (hereinafter "**Dispute**"), the Manager and Members hereby agree to resolve such Dispute by strictly adhering to the Procedure provided below:

13.1 Notice of Disputes. Written notice of a Dispute must be sent to the Manager or Member by the aggrieved party as described in the notice requirements of Section 16.1 below.

13.2 Negotiation of Disputes. The parties hereto shall use their best efforts to settle any Dispute through negotiation before resorting to any other means of resolution. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all parties. If, within a period of sixty (60) days after written notice of such Dispute has been served by either party on the other, the parties have not reached a negotiated solution, then upon further notice by either party, the Dispute shall be submitted to mediation administered by the AAA in accordance with the provisions of its Commercial Mediation Rules. The onus is on the complaining party to initiate each next step in this Procedure as provided below.

13.3 Mandatory Alternative Dispute Resolution. On failure of negotiation provided above; mediation, and as a last resort, litigation shall be used to ultimately settle the Dispute. The following provisions of this Article 13 shall apply to any subsequent mediation. **Exception:** On unanimous consent of all parties to a Dispute, the disputing party may initiate a small claims action or litigation in lieu of mandatory mediation. The parties shall further unanimously determine jurisdiction and venue. In any small claims action or litigation, the local rules of court shall apply in lieu of the remaining provisions of this Article.

(i) Consolidation. Identical or sufficiently similar Disputes presented by more than one Member may, at the option of the Manager, be consolidated into a single Procedure.

(ii) Location of Mediation. Any mediation shall be conducted in the State of Texas and each party to such mediation or arbitration must attend in person.

(iii) Attorney's Fees and Costs. Each party shall bear its own costs and expenses (including their own attorney's fees) and an equal share of the mediator fees and any administrative fees, regardless of the outcome; however, if the Manager is a party, its legal fees shall be paid by the Company (per the indemnification provision described in Section 6.11). **Exception:** The Company may reimburse a Class B Member for attorney's fees and costs in any legal action against the Manager or the Company in which the Class B Member is awarded such fees and costs as part of a legal action.

(iv) Maximum Award. The maximum amount a party may seek during mediation or be awarded in litigation is the amount equal to the party's Unreturned Capital Contributions and any Cash Distributions or interest to which the party may be entitled. A party shall not be entitled to an award punitive or other damages.

(v) AAA Commercial Mediation Rules. Any Dispute submitted for mediation shall be subject to the AAA's Commercial Mediation Rules. If there is a conflict between the Rules and this Article 13, the Article 13 shall be controlling.

13.4 Mediation. Any Dispute that cannot be settled through negotiation as described in Section 13.2, may proceed to mediation. The parties shall try in good faith to settle the Dispute by mediation, which each of the parties to the Dispute must attend in person, before resorting to litigation. If, after no less than three (3) face-to-face mediation sessions, mediation proves unsuccessful at resolving the Dispute, the parties may then, and only then, resort to litigation.

(i) Selection of Mediator. The complaining party shall submit a Request for Mediation to the AAA. The AAA will appoint a qualified mediator to serve on the case. The preferred mediator shall have specialized knowledge of securities law, unless the Dispute pertains to financial accounting issues, in which case the arbitrator shall be a C.P.A., or if no such person is available, shall be generally familiar with the subject matter involved in the Dispute. If the parties are unable to agree on the mediator within thirty (30) days of the Request for Mediation, the AAA case manager will make an appointment. If the initial mediation(s) does not completely resolve the Dispute, any party may request a different mediator for subsequent mediation(s) by serving notice of the request to the other party(ies) for approval, and subject to qualification per the requirements stated above.

13.5 Litigation. Any Dispute that remains unresolved after good faith negotiation and three (3) failed mediation sessions may be settled by litigation.

ARTICLE 14. DISSOLUTION AND TERMINATION OF THE COMPANY

14.1 Dissolution. The Company shall be dissolved upon an election of a majority of all of the Class A Members to dissolve the Company or on the sale of the Company Assets by action of the Manager (i.e., on self-liquidation). The Company will observe any mandatory provisions of the Act upon dissolution. On dissolution, Assets of the Company will be distributed as described in Section 4.4 hereof.

14.2 Termination of a Member Does Not Require Dissolution. The disassociation, withdrawal, death, insanity, incompetency, Bankruptcy, dissolution, or liquidation of any Member or the Manager will not require dissolution of the Company.

14.3 Procedure for Winding-Up.

(i) Upon the dissolution and termination of the Company caused by other than the termination of the Company under section 708(b)(1)(B) of the Code, the Manager shall proceed to wind up the affairs of the Company. During such winding-up process, the Profits, Losses, and Distributions of the Distributable Cash shall continue to be shared by the Members in accordance with this Agreement.

(ii) The Company Property shall be liquidated as promptly as is consistent with obtaining fair market value (meaning the price a ready, willing and able buyer would pay to a ready, willing and able seller of the Company Property, assuming the Company Property was exposed for sale on the open market for a reasonable period of time, taking into account all purposes for which the Company Property may be used under the existing statutes, laws and ordinances applicable to the Company Property, including, in the case of real property, zoning, land use restrictions, and private restrictions, such as covenants, conditions and restrictions of record, and local real estate market conditions).

(iii) The proceeds from disposition of the Property owned by the Company shall be applied and distributed by the Company on or before the end of the taxable year of such liquidation if such liquidation occurs during the first year of Company operation, or within ninety (90) days after such liquidation thereafter. Upon dissolution of the Company, the Assets of the Company will be distributed as described in Section 14.1 hereof.

(iv) Upon the dissolution and commencement of the winding up of the Company, the Manager shall cause a Certificate of Dissolution to be executed on behalf of the Company and filed with the Secretary of State, and the Manager shall execute, acknowledge and file any and all other instruments necessary or appropriate to reflect the dissolution of the Company.

ARTICLE 15. COMPANY REPURCHASE RIGHT

15.1 Intentionally Omitted

ARTICLE 16. MISCELLANEOUS PROVISIONS

16.1 Notices. All notices and demands which any Member is required or desires to give to another Member the Manager shall be given in writing by facsimile, certified mail (return receipt requested with appropriate postage prepaid), or by personal delivery (with confirmation of service) to the address or facsimile transmission to the address set forth in **Appendix A** hereof for the respective Member, provided that if any Member gives notice of a change of name or address or facsimile number, notices to that Member shall thereafter be given pursuant to such notice. All notices and demands so given shall be effective upon receipt by the Member to whom notice or a demand is being given except that any notice given by certified mail shall be deemed delivered three (3) days after mailing provided proof of delivery can be shown. Notice to the Manager shall be given to:

P10 HGH-Village Creek, LLC
c/o Obsidian Capital Co., LLC
2800 Caballo Ranch Blvd.
Cedar Park, Texas 78613

16.2 Amendments. The Certificate of Formation and this Agreement may only be substantively amended by the affirmative vote of 75% of the Members representing the total Membership Interest of the Company. However, notwithstanding anything to the contrary herein, the Manager may amend this Agreement in a manner not materially inconsistent with the principles of this Agreement, without the approval or vote of the Class A or Class B Members, including without limitation:

(i) To issue non-substantive amendments to this Agreement to correct minor technical errors;

(ii) To cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to add any other provisions with respect to matters or questions arising under this Agreement which will not be materially inconsistent with the provisions of this Agreement;

(iii) To appoint a different tax matters Member;

(iv) To take such steps as the Manager deems advisable to preserve the tax status of the Company as an entity that is not taxable as a corporation for federal or state income tax purposes;

(v) To delete or add any provisions to this Agreement as requested by the Securities and Exchange Commission or by state securities officials which is deemed by such regulatory agency or official to be for the benefit or protection of the Members; or

(vi) To make amendments similar to the foregoing so long as such action shall not materially and adversely affect the Members.

16.3 Binding Effect. Except as may be otherwise prohibited by this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors, transferees, and assigns.

16.4 Construction. Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member or the Manager.

16.5 Time. Time is of the essence with respect to this Agreement.

16.6 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

16.7 Agreement is Controlling. In the event of a direct conflict between any provision of this Agreement and the Act, the Agreement shall control unless the conflicting provision of the Act is non-waivable, in which case the conflicting provision in the Agreement shall become subject to the severability provisions of Section 16.8 below.

16.8 Severability. Every provision of this Agreement is intended to be severable. If any phrase, sentence, paragraph, or provision of this Agreement or its application thereof to any Person or circumstance is unenforceable or invalid, the affected phrase, sentence, paragraph, or provision shall be limited, construed, and applied in a manner that is valid and enforceable. If the conflict was with a non-waivable provision of the Act, then the phrase, sentence, paragraph, or provision shall be modified to conform to the Act. In any event, the remaining provisions of this Agreement shall be given their full effect without the invalid provision or application. If any term or provision hereof is illegal or invalid for any reason whatsoever, such legality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

16.9 Incorporation by Reference. Every appendix, schedule, and other exhibit, that is attached to this Agreement or referred to herein, is hereby incorporated in this Agreement by reference.

16.10 Additional Acts and Documents. The Manager agrees to perform all further acts and execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

16.11 Texas Law. The laws of the State of Texas shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Members.

16.12 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members and the Manager had signed the same document. All the counterparts shall be construed together and shall constitute one agreement.

16.13 Merger. It is agreed that all prior understandings and agreements between the parties, written and oral, respecting this transaction are merged in this Agreement, which alone, fully and completely expresses such agreement, and that there are no other agreements except as specifically set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto, whose names and contact information follows, have executed this Company Agreement of P10 HGH-Village Creek, LLC as of the dates provided below.

Dated: October _____, 2022

Manager:

By: Obsidian Capital Co., LLC,
a Texas limited liability company

By: _____
Name: Glenn C. Gonzales
Title: Managing Member

By: _____
Name: Mike Woodfield
Title: Managing Member

Appendix A: Member Signature and Contact Page

THE UNDERSIGNED ACKNOWLEDGE THAT, BY INITIALING HERE, OR BY SIGNING THIS AGREEMENT AND THEREBY BECOMING MEMBERS IN THE COMPANY, THEY HAVE READ, UNDERSTAND, AND AGREE TO THE DISPUTE RESOLUTION PROCEDURE DESCRIBED IN ARTICLE 13 HEREOF; THEY HAVE SOUGHT ADVICE OF THEIR OWN COUNSEL TO THE EXTENT THEY DEEM NECESSARY; AND ARE GIVING UP THEIR RIGHT TO TRIAL BY JURY AND THEIR RIGHT TO CONDUCT PRETRIAL DISCOVERY.

_____ (Initial Here)

IN WITNESS WHEREOF, we have hereunto executed this Company Agreement on the date set forth beside our names.

Dated:_____

Address:_____

_____

_____

Phone:_____

Fax:_____

Email:_____

_____
Signature

_____
Printed Name

*** DUPLICATE THIS PAGE IF NECESSARY**

Appendix B: Table 1, Class A Members

Identification of Class A Members and Percentage Interests

(FOR INTERNAL USE ONLY)

Entity/Name	Capital Contribution	Number of Class A Units Purchased	Ownership Percentage of
DF Growth REIT, LLC	$ Value Received	9,547	95.47%
TOTAL	$ Value Received	9,547	100% of Class A and 95.47%of the Company

*DUPLICATE THIS PAGE IF NECESSARY

Appendix B: Table 2, Class B Members

Identification of Class B Members and Percentage Interest

(FOR INTERNAL USE ONLY)

Entity/Name	Capital Contribution	Number of Class B Units Distributed	Ownership Percentage
Obsidian Capital Co., LLC	Valued Received	453	4.53%
TOTAL	Value Received	453	100% of Class B and 4.53% of the Company

Appendix C: Capital Accounts and Allocations

1. **Capital Accounts**

An individual Capital Account shall be maintained for each Class A Member in accordance with Treasury Regulation section 1.704-1(b)(2)(iv) and adjusted with the following provisions:

(a) A Member's Capital Account shall be increased by that Member's Capital Contributions and that Member's share of Profits.

(b) A Member's Capital Account shall be increased by the amount of any Company liabilities assumed by that Member subject to and in accordance with Regulation section 1.704- 1(b)(2)(iv)(c).

(c) A Member's Capital Account shall be decreased by (a) the amount of cash distributed to that Member and (b) the Gross Asset Value of the Company Property of the Company so distributed, net of liabilities secured by such distributed Company Property that the distribute Member is considered to assume or to be subject to under Code section 752.

(d) A Member's Capital Account shall be reduced by the Member's share of any expenditures of the Company described in Code section 705(a)(2)(B) or which are treated as Code section 705(a)(2)(B) expenditures under Treasury Regulation section 1.704-1(b)(2)(iv)(i) (including syndication expenses and Losses nondeductible under Code sections 267(a)(1) or 707(b)).

(e) If any Economic Interest (or portion thereof) is transferred, the transferee of such Economic Interest or portion shall succeed to the transferor's Capital Account attributable to such Interest or portion.

(f) Each Member's Capital Account shall be increased or decreased as necessary to reflect a revaluation of the Company Property in accordance with the requirements of Treasury Regulation section 1.704-1(b)(2)(iv)(f)-(g), including the special rules under Treasury Regulation section 1.701-1(b)(4), as applicable.

(g) In the event the Gross Asset Values of the Company Assets are adjusted pursuant to this Agreement, the Capital Accounts of all Members shall be adjusted simultaneously to reflect the aggregate net adjustment as if the Company had recognized gain or loss equal to the amount of such aggregate net adjustment and the resulting gain or loss had been allocated among the Members in accordance with this Agreement.

(h) The foregoing provisions and other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with the Code and applicable Treasury Regulations and shall be interpreted and applied in a manner consistent therewith. In the event the Manager shall determine, after consultation with competent legal counsel, that it is prudent to modify the manner in which the Capital Accounts or any debits or credits thereto are allocated or computed in order to comply with such applicable federal law, the Manager shall make such modification without the consent of any other Member, provided the Manager determines in good faith that such modification is not likely to have a material adverse effect on the amounts properly

distributable to any Member and that such modification will not increase the liability of any Member to third parties.

2. Division of Profits and Losses for Income Tax Purposes

Division of Profits and Losses After giving effect to the special allocations set forth in Sections 2.2 and 2.3 of this Appendix, Profits and Losses of the Company shall be allocated as follows:

2.1. Fiscal Year. After giving effect to the special allocations set forth in Sections 2.2 and 2.3, Profits and Losses of the Company shall be allocated as follows:

2.1.1. Net Profits. Net Profits (which is the excess of Profits over Losses) for each Fiscal Year of the Company shall be allocated as follows:

(a) First to reverse any Net Losses allocated to a Member solely as a result of the application of the limitation of Section 2.1.2(b) to another Member; thereafter

(b) To the Members, in proportion to the Distributions received by the Members under Section 3 for the Fiscal Year.

2.1.2. Net Losses. Net Losses (which is the excess of Losses over Profits) for each Fiscal Year of the Company shall be allocated:

(a) To and among the Members pro-rata according to their respective Percentage Interests; however;

(b) Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that a deficit, if any, in the Capital Account of any Member results from or is attributable to deductions or losses of the Company (including noncash items such as amortization or depreciation), or Distributions of money or other property pursuant to this Agreement to the Members, upon dissolution of the Company, such deficit shall not be an asset of the Company and such Member shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

2.2. Special Allocations.

2.2.1. Non-Recourse Deductions. Non-Recourse Deductions for any Fiscal Year shall be allocated to the Members in accordance with their Percentage Interests.

2.2.2. Member Non-Recourse Deductions. Member Nonrecourse Deductions for any Fiscal Year of the Company shall be allocated to the Members in the same proportion as Profits are allocated under Section 2.1.1, provided that any Member Nonrecourse Deductions for any Fiscal Year or other period shall be allocated to the Member who bears (or is deemed to bear) the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulation section 1.704-2(i)(2).

2.2.3. Minimum Gain Chargeback. Except as otherwise provided in section 1.704-2 of the Treasury Regulations, and notwithstanding any other provision of this Section, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Member shall be specially allocated items of Company Profits for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulation section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with sections 1.704-2(f)(6), 1.704-20) (2), and other applicable provisions in section 1.704-2 of the Treasury Regulations. This Section is intended to comply with the minimum gain chargeback requirement in section 1.704-2(f) of the Treasury Regulations and shall be applied consistently therewith.

2.2.4. Member Minimum Gain Chargeback. Except as otherwise provided in Treasury Regulation section 1.704-2(i)(4) and notwithstanding any other provision of this Section, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to Member Nonrecourse Debt during any Company Fiscal Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt (determined in accordance with Treasury Regulation section 1.704-2(i)(S)) shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulation section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulation sections 1.702-2(i)(4) and 1.704-2(j)(2). The provisions of this Section 2.2.4 are intended to comply with the minimum gain chargeback requirement in Treasury Regulation section 1.704-2(i)(4) and shall be interpreted in accordance therewith.

2.2.5. Qualified Income Offset. In the event any Member, in such capacity, unexpectedly receives any adjustments, allocations, or Distributions described in Treasury Regulation sections 1.704-1(b)(2)(ii)(d)(4) (regarding depletion deductions), 1.704-1(b)(2)(ii)(d)(5) (regarding certain mandatory allocations under the Treasury Regulations regarding family partnerships: the so called varying interest rules or certain in-kind Distributions), or 1.704-1(b)(2)(ii)(d)(6) (regarding certain Distributions, to the extent they exceed certain expected offsetting increases in a Member's Capital Account), items of Company income and gain shall be specially allocated to such Members in an amount and a manner sufficient to eliminate, as quickly as possible, the deficit balances in the Member's Capital Account created by such adjustments, allocations, or Distributions. Any special allocations of items of income or gain pursuant to this Section shall be taken into account in computing subsequent allocations of Profits pursuant to this Section so that the net amount of any items so allocated and the Profits, Losses, or other items so allocated to each Member pursuant to this Section, shall to the extent possible, be equal to the net amount that would have been allocated to each such Member pursuant to this Section as if such unexpected adjustments, allocations, or Distributions had not occurred.

2.2.6. Special Allocation of Net Profit from Capital Transactions. After accounting for any allocations set forth in Sections 2.2 and 2.3, Net Profit (which is the excess of Profit over Losses) of the Company resulting from a Capital Transaction shall be allocated to the Members in proportion to the Distributions received (or to be received) from such Capital Transaction under Section 4.3 of this Agreement.

In any Fiscal Year of the Company, Net Losses resulting from a Capital Transaction shall be allocated to Members with positive Capital Accounts, in proportion to their positive Capital Account balances, until no Member has a positive Capital Account. For this purpose, Capital Accounts shall be reduced by the adjustments set forth in Treasury Regulation section 1.704- 1(b)(2)(ii)(d)(4), (5), and (6).

2.3. Other Allocations.

2.3.1. Section 704(c) Allocations. In accordance with section 704(c) of the Code and the applicable Treasury Regulations issued thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value. In the event Gross Asset Value of the Company Property is adjusted pursuant to this Agreement, subsequent allocations of income, gain, loss, and deduction with respect to such Asset shall take into account any variation between the adjusted basis of such Asset for federal income tax purposes and its Gross Asset Value in the same manner as under section 704(c) of the Code and the Treasury Regulations thereunder. The Manager shall make any election or other decisions relating to such allocations in any manner that reasonably reflects the purpose of this Agreement. Allocations made pursuant to this Section are solely for purposes of federal, state, and local taxes and shall not affect or in any way be taken into account in computing any Member's Capital Account or share of Profits, Losses, or other items, or Distributions pursuant to any provision of this Agreement.

2.3.2. Curative Allocations. The Manager shall make such other special allocations as are required in order to comply with any mandatory provision of the applicable Treasury Regulations or to reflect a Member's Economic Interest in the Company determined with reference to such Member's right to receive Distributions from the Company and such Member's obligation to pay its expenses and liabilities.

2.3.3. Allocation of Tax Items. To the extent permitted by section 1.704-1(b)(4)(i) of the Treasury Regulations, all items of income, gain, loss and deduction for federal and state income tax purposes shall be allocated to the Members in accordance with the corresponding "book" items thereof; however, all items of income, gain, loss and deduction with respect to Assets with respect to which there is a difference between "book" value and adjusted tax basis shall be allocated in accordance with the principles of section 704(c) of the Code and section 1.704-1(b)(4)(i) of the Treasury Regulations, if applicable. Where a disparity exists between the book value of an Asset and its adjusted tax basis, then solely for tax purposes (and not for purposes of computing Capital Accounts), income, gain, loss, deduction and credit with respect to such Asset shall be allocated among the Members to take such difference into account in accordance with section 704(c)(i)(A) of the Code and Treasury Regulation section 1.704-1(b)(4)(i). The allocations eliminating such disparities shall be made using any reasonable method permitted by the Code, as determined by the Manager.

2.3.4. Acknowledgement. The Members are aware of the income tax consequences of the allocations made by this Section and hereby agree to be bound by the provisions of this Section in reporting their share of Company income and loss for income tax purposes.

3. Treatment of Distributions of Cash for Tax Purposes

3.1. Distributions of Cash. In the event that the Company generates Distributable Cash from Capital Transactions, the Company will make Cash Distributions to the Members as described in Article 4 of the Agreement.

3.2. In-Kind Distribution. Except as otherwise expressly provided herein, without the prior approval of the Manager, Assets of the Company, other than cash, shall not be distributed in-kind to the Members. If any Assets of the Company are distributed to the Members in-kind for purposes of this Agreement, such Assets shall be valued on the basis of the Gross Asset Value thereof (without taking into account section 7701(g) of the Code) on the date of Distribution; and any Member entitled to any Interest in such Assets shall receive such Interest as a tenant-in-common with the other Member(s) so entitled with an undivided Interest in such Assets in the amount and to the extent provided for in Article 4 and Section 0 of the Agreement. Upon such Distribution, the Capital Accounts of the Members shall be adjusted to reflect the amount of gain or loss that would have been allocated to the Members pursuant to the appropriate provision of this Agreement had the Company sold the Assets being distributed for their Gross Asset Value (taking into account section 7701(g) of the Code) immediately prior to their Distribution.

3.3. Prohibited Distribution; Duty to Return. A Distribution to any Member may not be made if it would cause the Company's total liabilities to exceed the fair value of the Company's total Assets. A Member receiving a Distribution in violation of this provision is required to return it, if the Member had knowledge of the violation.

4. Other Tax Matters

4.1. Foreign Person Withholding. The Company shall comply with all reporting and withholding requirements imposed with respect to Non-U.S. Persons, as defined in the Code, and any Member that is a foreign person shall be obligated to contribute to the Company any funds necessary to enable the Company (to the extent not available out of such Member's share of Distributable Cash or Net Proceeds of Capital Transactions) to satisfy any such withholding obligations. In the event any Member shall fail to contribute to the Company any funds necessary to enable the Company to satisfy any withholding obligation, the Manager shall have the right to offset against any payments due and owing to such Member, or its Affiliates, the amounts necessary to satisfy such withholding obligation, or, in the event the Company shall be required to borrow funds to satisfy any withholding obligation by reason of a Member's failure to contribute such funds to the Company, the Manager shall have the right to offset against said Member's present and future Distributions, an amount equal to the amount so borrowed plus the greater of (i) the Company's actual cost of borrowing such funds, or (ii) the amount borrowed, multiplied by fifteen percent (15%).

4.2. Company Tax Returns. The Manager shall use its best efforts to cause the Company's tax return to be prepared and furnished to the Members, within a reasonable time after same have been filed with the Internal Revenue Service.

4.3. Tax Treatment of Additional or Substituted Members. No Additional or Substituted Class A or Class B Members (described below) shall be entitled to any retroactive allocation of Losses, income, or expense deductions incurred by the Company. The Manager may, at its option, at the time an Additional or Substituted Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income, and expense deductions to the Additional or Substituted Member for that portion of the Company's tax year in which the Additional Member was admitted in accordance with the provisions of section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

4.4. Allocation and Distribution s between Transferor and Transferee. Upon the transfer of all or any part of a Class A or Class B Member's Interest as hereinafter provided, Profits and Losses shall be allocated between the transferor and transferee on the basis of the computation method which in the

reasonable discretion of the Manager is in the best interests of the Company, provided such method is in conformity with the methods prescribed by section 706 of the Code and Treasury Regulation section 1.704-1(c)(2)(ii). Distributions shall be made to the holder of record of the Class A or Class B Member's Interest on the date of Distribution. Any transferee of a Member Interest shall succeed to the Capital Account of the transferor Member to the extent it relates to the transferred Interest; provided, however, that if such transfer causes a termination of the Company pursuant to section 708(b)(1)(B) of the Code, the Capital Accounts of all Class B Members, including the transferee, shall be re-determined as of the date of such termination in accordance with Treasury Regulation section 1.704-1(b).

5. Tax Matters Member

5.1. The Manager, so long as it is a Member, shall serve as the "tax matters member" for federal income tax purposes. In the event the Manager is no longer a Member in the Company, the tax matters member shall be the Majority Interest owner from amongst the Class B Members. If the Majority Class B Member is unable or unwilling to serve, the tax matters member shall be appointed from amongst the remaining Members by a Majority of Interests of the Class A Members.

5.2. The tax matters member is authorized and required to represent the Company in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The tax matters member shall have the final decision making authority with respect to all federal income tax matters involving the Company. The Members agree to cooperate with the tax matters member and to do or refrain from doing any or all things reasonably required by the tax matters member to conduct such proceedings. Any reasonable direct out-of-pocket expense incurred by the tax matters member in carrying out its obligations hereunder shall be allocated to and charged to the Company as an expense of the Company for which the tax matters member shall be reimbursed.

6. Tax Matters Related to Foreign Investors

6.1. Non-U.S. Investors. The discussion below is applicable solely to Non-U.S. Persons investing directly with the Company.

6.1.1. The Company will be required to withhold U.S. Federal income tax at the rate of up to thirty percent (30%), or lower treaty rate, if applicable on a Non-U.S. Person's distributive share of any U.S. source Distributions the Company realizes and certain limited types of U.S. source interest. Withholding generally is not currently required with respect to gain from the sale of portfolio securities. The Company will, however, be required to withhold on the amount of gain realized on the disposition of a "U.S. real property interest" included in a Non-U.S. Person's Distribution at a rate of thirty five percent (35%). Each Non-U.S. Person that invests in this Offering will be required to file a U.S. Federal income tax return reporting such gain. The Gain realized on the sale of all or any portion of a Membership Interest will, to the extent such gain is attributable to U.S. real property interests, be subject to U.S. income tax.

6.1.2. The Company will be required to withhold U.S. Federal income tax at the highest rate applicable for any "effectively connected taxable income" (as that term is defined by the IRS) allocated to a Non-U.S. Person, and the amount withheld will be available as a credit against the tax shown on such Person's return. The computation of income effectively connected with the Company may be different from the computation of the Non-U.S. Person's effectively connected income (because, for example, when

computing the Company's effectively connected income, net operating Losses from prior years are not available to offset the Company's current income), so in any given year the Company may be required to withhold tax with respect to its Non-U.S. Person-Investors in excess of their individual Federal income tax liability for the year.

6.1.3. If a Non-U.S. Person invests through an entity, it may be subject to the thirty percent (30%) branch profits tax on its effectively connected income. The branch profits tax is a tax on the "dividend equivalent amount" of a non-U.S. corporation (which may apply in the case of a limited liability company), which is approximately equal to the amount of such Company's earnings and profits attributable to effectively connected income that is not treated as reinvested in the U.S. The effect of the branch profits tax is to increase the maximum U.S. Federal income tax rate on effectively connected income from thirty-five percent (35%) to over fifty percent (50%). Some U.S. income tax treaties provide exemptions from, or reduced rates for, the branch profits tax for "qualified residents" of the treaty country. The branch profits tax may also apply if a Non-U.S. Person claims deductions against their effectively connected income from the Company for interest on indebtedness of its non-U.S. Member.

6.1.4. The Company is authorized in the Agreement to withhold and pay over any withholding taxes and treat such withholding as a payment to the Non-U.S. Person if the withholding was required. Such payment is treated as a Distribution to the extent that the Non-U.S. Person is then entitled to receive a Distribution. To the extent that the aggregate of such payments to a Non-U.S. Person for any period exceeds the Distributions to which they are entitled for such period, the Company will notify the Non-U.S. Person as to the amount of such excess and the amount of such excess will be treated as a loan by the Company to the Non-U.S. Person. If a Non-U.S. Person owns a Membership Interest directly on the date of death, its estate could be further subject to U.S. estate tax with respect to such Interest.

6.2. Non-U.S. Taxes. The Company may be subject to withholding and other taxes imposed by, and the Non-U.S. Person might be subject to, taxation and reporting requirements in non-U.S. jurisdictions. It is possible that tax conventions between such countries and the U.S. (or another jurisdiction in which a non-U.S. Member is a resident) might reduce or eliminate certain of such taxes. It is also possible that in some cases, if the Non-U.S. Person is a taxable Member, it might be entitled to claim U.S. tax credits or deductions with respect to such taxes, subject to certain limitations under applicable law. The Company will treat any such tax withheld from or otherwise payable with respect to income allocated to the Company as cash the Company received and will treat the Non-U.S. Person as receiving a payment equal to the portion of such tax that is attributable to it. Similar provisions would apply in the case of taxes the Company is required to withhold.

Appendix D: Definitions

Defined terms are capitalized in this Agreement. The singular form of any term defined below shall include the plural form and the plural form shall include the singular. Whenever they appear capitalized in this Agreement, the following terms shall have the meanings set forth below unless the context clearly requires a different interpretation:

"**Act**" shall mean the Texas Business Organizations Code, codified in Title 3, and applicable provisions of Title 1 of the Act, as may be amended from time to time, unless a superseding Act governing limited liability companies is enacted by the state legislature and given retroactive effect or repeals this Act in such a manner that it can no longer be applied to interpret this Agreement, in which case Act shall automatically refer to the new Act, where applicable, to the extent such re-interpretation is not contrary to the express provisions of this Agreement.

"**Additional Capital Contribution**" shall mean any contribution to the capital of the Company in cash, property, or services by a Class A Member made subsequent to the Class A Member's initial Capital Contribution.

"**Additional Member**" shall mean any Person that is admitted to the Company as a new or additional member, based on the affirmative vote of a Majority of Interests of the Class B Members, (except in the event of a failed capital call - see Section 2.3 and Section 11.2), after offering of Interests to new Members has been closed by the Manager.

"**Advance**", "**Advances**" or "**Member Loans**" shall have meanings as provided in Article 3 hereof.

"**Affiliate**" or "**Affiliated**" shall mean any Person controlling or controlled by or under common control with the Manager or a Member wherein the Manager or Member retains greater than fifty percent (50%) control of the Affiliate if an entity.

"**Agreement**" or "**Company Agreement**" shall mean this written agreement, which shall govern the affairs of the Company and the conduct of its business consistent with the Act or the Certificate of Formation, including all amendments thereto. No other document or other agreement between the Members shall be treated as part or superseding this Agreement unless it has been signed by all of the Members. This Second Amended and Restated Company Agreement will supersede any prior versions of the Company Agreement.

"**Article**" when capitalized and followed by a number refers to the Articles of this Company Agreement and its Appendices.

"**Asset**" or "**Company Asset**" shall mean any real or personal Property owned by the Company.

"**Bankrupt**" or "**Bankruptcy**" shall mean, with respect to any Person, being the subject of an order for relief under Title 11 of the United States Code, or any successor statute or other statute in any foreign jurisdiction having like import or effect.

"**Capital Account**" shall mean the amount of the capital interest of a Class A Member in the Company consisting of that Member's original contribution, as (1) increased by any additional contributions and by

that Member's share of the Company Profits, and (2) decreased by any Distribution to that Member and by that Member's share of the Company's Losses.

"**Capital Contribution**" or "**Contribution**" shall mean any contribution to the capital of the Company in cash, property, or services by a Member whenever made; including but not limited to amounts contributed to the Company or paid by DF Growth REIT to third parties in connection with the Equity Recap, including but not limited to (i) any brokerage or lender fees such as the Brenton Hunt broker fee, (ii) fees and costs paid for relating to the FNMA approval of the Equity Recap and change in loan guarantors, and (iii) the Acquisition Fee, the Financing Fee and all legal and closing costs of either DF Growth REIT or the Manager relating to the Equity Recap.. Additionally, amounts paid by DF Growth REIT to any previous or current Class A or Class B Member in connection with the Equity Recap will also be deemed a "Capital Contribution" of DF Growth REIT.

"**Capital Transaction**" shall mean the sale or disposition of a Company Asset or a refinancing of a loan.

"**Certificate of Formation**" shall mean the Certificate of Formation of the Company filed with the Texas Secretary of State pursuant to the formation of the Company, and any amendments thereto or restatements thereof.

"**Class A Members**" shall mean those Members who have purchased Class A Units.

"**Class A Interests**" shall mean the Units purchased by the Class A Members. The Class A Interests shall comprise ninety-five and 47/100 percent (95.47%) of the total Interests of the Company.

"**Class A Percentage Interest**" shall be determined by calculating the ratio between each Class A Member's Capital Account in relation to the total capitalization of the Company provided by the Class A Members.

"**Class A Units**" shall mean the "Units" purchased by the Class A Members.

"**Class B Interest**" shall mean the Units purchased by the Class B Members. The Class B Interests shall comprise four and 53/100 percent (4.53%) of the total Interests of the Company.

"**Class B Members**" shall initially mean Obsidian Capital Co., LLC, but may include others to whom the Manager may grant or allow to purchase Class B Interests.

"**Class B Units**" shall mean the "Units" provided to Class B Members.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"**Company**" shall refer to P10 HGH-Village Creek, LLC, a Texas limited liability company.

"**Company Minimum Gain**" has the meaning set forth in sections 1.704-2(b)(2) and 1.704-2(d) of the Treasury Regulations.

"**Defaulting Member**" shall mean a Member who fails to make any portion of its Capital Contribution, including any Additional Capital Contribution the Member has elected to make within the time period permitted hereunder.

"**Disassociation**" shall mean an action of the Manager to remove a Member's right to participate in management and/or economic interest (i.e., removal of its voting Interest) with or without cause (per Section 12.1) or by operation of law (per Section 12.2).

"**Class A Disassociated Member**" shall mean a Member who has been involuntarily disassociated from the Company by one of the actions described in Section 12.1 or 12.2, or by Voluntary Transfer of its Membership Interest to a Voluntary Transferee as described in Section 11.3 through 11.5.

"**Class B Disassociated Member**" shall mean a Member who has been involuntarily disassociated from the Company by one of the actions described in Section 12.1 or 12.2, or by Voluntary Transfer of its Membership Interest to a Voluntary Transferee as described in Section 11.3 through 11.5.

"**Dispute**," when capitalized, shall have the meaning set for in Article 13 hereof.

"**Distributable Cash**" means all cash of the Company derived from Company operations or Capital Transactions and miscellaneous sources (whether or not in the ordinary course of business) reduced by: (a) the amount necessary for the payment of all current installments of interest and/or principal due and owing with respect to third party debts and liabilities of the Company during such period; (b) all operational and overhead costs incurred by or on behalf of the Company; (c) the repayment of Advances, plus interest thereon; and (d) such additional reasonable amounts as the Manager, in the exercise of sound business judgment, determines to be necessary or desirable as a "Reserve" for the operation of the business and future or contingent liabilities of the Company. Distributable Cash may be generated through either operations or Capital Transactions.

"**Distribution**," "**Distributions**" or "**Cash Distributions**" shall mean the disbursement of cash or other property to the Manager or Members in accordance with the terms of this Agreement.

"**Economic Interest**" shall mean a Person's right to share in the income, gains, losses, deductions, credit, or similar items of, and to receive Distributions from, the Company, but does not include any other rights of a Class A or Class B Member, including, without limitation, the right to vote or to participate in management, except as provided in the Act, and any right to information concerning the business and affairs of the Company.

"**Estimated Market Value**" shall mean the estimated market value of the Company, which shall be determined annually by the Manager and reported to the Members.

"**Fee**" shall mean an amount earned by the Manager or an Affiliate as compensation for various aspects of operation of the Company, as described in in this Agreement.

"**Fiscal Year**" shall mean the Company's fiscal year, which shall be the calendar year.

"**Good Cause**" shall have the meaning set forth as herein defined.

"**Gross Asset Value**" shall mean the asset's adjusted basis for federal income tax purposes, except as follows: the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross Estimated Market Value of such asset as determined annually by the Manager. Gross Asset Value may be adjusted pursuant to Code sections 734 and 754 whenever it is determined by the Manager that such adjustment is appropriate and advantageous.

"**Interest**" or "**Membership Interest**" shall mean a Member's rights in the Company including the Member's Economic Interest, plus any additional right to vote or participate in management, and any right to information concerning the business and affairs of the Company provided by the Act and/or described in this Agreement.

"**Involuntary Transfer**" shall mean any transfer not specifically authorized under Article 11.

"**Involuntary Transferee**" shall mean a Member's heirs, estate, or creditors that have taken by foreclosure, receivership, or inheritance and not as a result of a Voluntary Transfer.

"**Losses**" shall mean, for each Fiscal Year, the losses and deductions of the Company determined in accordance with accounting principles consistently applied from year to year under the cash method of accounting and as reported, separately or in the aggregate as appropriate, on the Company's information tax return filed for federal income tax purposes plus any expenditures described in section 705(a)(2)(B) of the Code.

"**Major Decisions**" shall mean those decisions listed in Section 6.4 hereof.

"**Majority of Interests**" shall mean Members whose collective Percentage Interests represent more than fifty percent (50%) of the Interests, whether in the Company or in a particular Class, as specified in specific provisions of this Agreement.

"**Manager**" shall initially refer to Obsidian Capital Co., LLC or any other Person or Persons, as well as any of its Affiliates that may become a Manager pursuant to this Agreement as further described in Section 1.4 of this Agreement or any other Manager who shall be qualified and elected per Article 8 of this Agreement.

"**Member**" shall mean only a Person who: (1) has been admitted to the Company as a Member in accordance with the Certificate of Formation or this Agreement, or an assignee of an Interest in the Company who has become a Member; and (2) who has not resigned, withdrawn, or been expelled as a Member or, if other than an individual, been dissolved. Member does not include a Person who succeeds to the Economic Interest of a Member, unless such Person is admitted as a new, Substitute or Additional Member, in accordance with the provisions for such admission as further described herein.

"**Member Nonrecourse Debt**" has the meaning set forth in section 1.704-2(b)(4) of the Treasury Regulations.

"**Member Nonrecourse Debt Minimum Gain**" shall mean an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with section 1.704-2(i)(3) of the Treasury Regulations.

"**Member Nonrecourse Deductions**" has the meaning set forth in Treasury Regulation section 1.704-2(i)(2). For any Fiscal Year of the Company, the amount of Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt equals the net increase during that Fiscal Year in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt during that Fiscal Year, reduced (but not below zero) by the amount of any Distributions during such year to the Member bearing the economic risk of loss for such Member Nonrecourse Debt if such Distributions are both from the proceeds of such Member Nonrecourse Debt and are allocable to an increase in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, all as determined according to the provisions of Treasury Regulation section 1.704-2(1)(2). In determining Member Nonrecourse Deductions, the ordering rules of Treasury Regulation section 1.704-20) shall be followed.

"**Nonrecourse Deductions**" has the meaning set forth in Treasury Regulation section 1.704-2(c). The amount of Nonrecourse Deductions for a Company Fiscal Year equals the net increase in the amount of Company Minimum Gain during that Fiscal Year, reduced (but not below zero) by the aggregate amount of any Distributions during that Fiscal Year of proceeds of a Nonrecourse Liability that are allocable to an increase in Company Minimum Gain.

"**Nonrecourse Liability**" has the meaning set forth in section 1.704-2(b)(3) of the Treasury Regulations.

"**Notice of Sale**" shall have the meaning set forth in Section 11.5(i), pertaining to a Voluntary Transfer of a Member's Interest.

"**Notice to Perform**" shall have the meaning set forth in Section 8.2.

"**Organization Expenses**" shall mean legal, accounting, and other expenses incurred in connection with the formation of the Company.

"**Percentage Interest**" shall mean the ownership interest in the Company of a Member, which shall be the calculated by dividing the number of Units purchased by the Member by the total number of Units (Class A or B) issued. See Section 0 of this Agreement; see also definition of Class A and Class B Percentage Interests above and **Appendix B**, Tables 1 and 2, attached to this Agreement.

"**Person**" means an individual, a partnership, a domestic or foreign limited liability company, a trust, an estate, an association, a corporation, or any other legal entity.

"**Procedure**," when capitalized, shall refer to the Internal Dispute Resolution Procedure described in Article 13 hereof.

"**Profits**" shall mean, for each Fiscal Year, the income and gains of the Company determined in accordance with accounting principles consistently applied from year to year under the cash method of accounting and as reported, separately or in the aggregate as appropriate, on the Company's informational tax return filed for federal income tax purposes plus any income described in section 705(a)(1)(B) of the Code.

"Property Manager" shall mean City Gate Management, or such other entity or person as determined by the Manager from time to time.

"**Purchasing Member**" shall mean any current Member (or member of the Manager) contemplating the purchase of all or any portion of the rights of membership in the Company of a Member, including the Member's Economic Interest and/or voting rights referenced in Articles 11 and 12.

"**Remaining Members**" shall have the meaning set forth in Sections 11.5(vii) and 12.3 hereof.

"**Removal Notice**" shall have the meaning set forth in Section 8.4 hereof.

"**Section**," when capitalized and followed by a number, refers the sections of this Company Agreement and its Appendices.

"**Selling Member**" shall mean any Member that sells, assigns, hypothecates, pledges, or otherwise transfers all or any portion of its rights of membership in the Company, including its Economic Interest and/or voting rights.

"**Substitute Member**" or "**Substituted Member**" shall mean any Person or entity admitted to the Company, after approval by the Manager, with all the rights of a Member pursuant to Section 11.4 of this Agreement and Section 4.3 of **Appendix C** to this Agreement.

"**Transferee**," when capitalized, shall have the meaning set forth in Section 11.4 hereof.

"**Treasury Regulations**" shall mean the Regulations issued by the United States Department of the Treasury under the Code.

"**Unit**" shall mean the incremental dollar amount established by the Manager for sale of Interests that Investors can purchase in order to become Members of the Company. Note: Units issued by the Company are "personal property" and not "real property" Interests, thus, may be ineligible for exchange under federal tax law or "1031 exchange" rules.

"**Unreturned Capital Contributions**" shall mean all Capital Contributions made by a Class A Member less any returned capital.

"**Voluntary Transfer**" shall mean any transfer, sale, gift or pledge of a Member's Interest done in accordance with Article 11.

"**Working Capital and Reserves**," "**Reserve**" or "**Reserves**" shall mean, with respect to any fiscal period, funds set aside or amounts allocated during such period to Reserves that shall be maintained in amounts deemed sufficient by the Manager for working capital and to pay taxes, insurance, debt service, or other costs or expenses incidental to the ownership or operation of the Company's business.

APPENDIX III

MEMBERSHIP INTEREST PURCHASE AGREEMENT

[ATTACHED]

MEMBERSHIP INTEREST PURCHASE AGREEMENT

between

DF Growth REIT, LLC

and

DF Village Creek Partners, LLC

dated effective as of

October 25, 2022

TABLE OF CONTENTS

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This MEMBERSHIP INTEREST PURCHASE AGREEMENT (this "**Agreement**"), dated effective as of October 25, 2022, is entered into between DF Growth REIT, LLC a Delaware limited liability company ("**Seller**") and DF Village Creek Partners, LLC a Delaware limited liability company ("**Buyer**").

RECITALS

WHEREAS, Seller owns nine thousand five hundred forty-seven (9,547) Class A Units of P10 HGH Village Creek, LLC, a Texas limited liability company (the "**Company**"), which represents ninety-five and forty-seven hundredths percent (95.47%) of the outstanding membership interests of the Company; and

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, two thousand five hundred ninety (2,590) Class A Units of the Company representing twenty-five and nine hundredths percent (25.9%) of the outstanding membership interests of the Company (the "**Membership Interests**"), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

ARTICLE I
PURCHASE AND SALE

Section 1.01 Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing (as defined herein), Seller shall sell to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title, and interest in and to the Membership Interests, free and clear of any mortgage, pledge, lien, charge, security interest, claim, or other encumbrance ("**Encumbrance**"), for the consideration specified in Section 1.02.

Section 1.02 Purchase Price. The aggregate purchase price for the Membership Interests shall be one million five hundred thousand dollars ($1,500,000) (the "**Purchase Price**"). The Buyer shall pay the Purchase Price to Seller at the Closing (as defined herein) in cash, by wire transfer of immediately available funds in accordance with the wire transfer instructions provided by Seller or Buyer.

Section 1.03 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place on such date and at such time as both parties shall agree (the "**Closing Date**"). The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 a.m. on the Closing Date.

Section 1.04 Transfer Taxes. Buyer shall pay, and shall reimburse Seller for, any sales, use or transfer taxes, documentary charges, recording fees or similar taxes, charges, fees,

or expenses, if any, that become due and payable as a result of the transactions contemplated by this Agreement.

Section 1.05 Withholding Taxes. Buyer and the Company shall be entitled to deduct and withhold from the Purchase Price all taxes that Buyer and the Company are required to deduct and withhold from such payment under applicable tax laws. Any amounts so deducted and withheld shall be paid over to the appropriate governmental body and shall be treated as delivered to Seller hereunder.

Section 1.06 Allocation of Company Income and Loss. Buyer and Seller shall request that the Company allocate all items of Company income, gain, loss, deduction, or credit attributable to the Membership Interests for the taxable year of the Closing based on a closing of the Company's books as of the Closing Date.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this ARTICLE II are true and correct as of the date hereof. For purposes of this Article II, "Seller's knowledge," "knowledge of Seller," and any similar phrases shall mean the actual knowledge of the principals of Seller.

Section 2.01 Organization and Authority of Seller; Enforceability. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware. Seller has full limited liability company power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery, and performance by Seller of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite limited liability company action on the part of Seller. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller, and (assuming due authorization, execution, and delivery by Buyer) this Agreement and the documents to be delivered hereunder constitute legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except as may be limited by any bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.

Section 2.02 No Conflicts; Consents. The execution, delivery, and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of formation, LLC agreement, or other organizational documents of Seller; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation applicable to Seller, except where the violation or conflict would not, individually or in the aggregate, have a material adverse effect on Seller's ability to consummate the transactions contemplated hereby on a timely basis; (c) conflict with, or result in (with or without notice or

lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Seller is a party, except where the conflict, violation, default, termination, cancellation, modification, or acceleration would not, individually or in the aggregate, have a material adverse effect on Seller's ability to consummate the transactions contemplated hereby on a timely basis; (d) result in any violation, conflict with or constitute a default under the Company's organizational documents or the Limited Liability Company Agreement of the Company, dated as of the date of this Agreement ("**LLC Agreement**"); or (e) result in the creation or imposition of any Encumbrance on the Membership Interests.

Section 2.03 Legal Proceedings. There is no claim, action, suit, proceeding or governmental investigation ("**Action**") of any nature pending or, to Seller's knowledge, threatened against or by Seller (a) relating to or affecting the Membership Interests; or (b) that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement, except any Actions that would not, individually or in the aggregate, have a material adverse effect on Seller's ability to consummate the transactions contemplated hereby on a timely basis. To Seller's knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 2.04 Financial Statements. Copies of the unaudited balance sheet and statements of operations, members' equity and cash flows of the Company for the previous twelve months (collectively, the "**Financial Statements**") have been provided to Buyer. To Seller's Knowledge, the Financial Statements are true, correct, and complete.

Section 2.05 Ownership of Membership Interests.

(a) Seller is the sole legal, beneficial, record, and equitable owner of the Membership Interests, free and clear of all Encumbrances whatsoever other than the LLC Agreement.

(b) To Seller's Knowledge, the Membership Interests were issued in compliance with applicable laws. To Seller's Knowledge, the Membership Interests were not issued in violation of the organizational documents of the Company or any other agreement, arrangement, or commitment to which Seller or the Company is a party and are not subject to or in violation of any preemptive or similar rights of any Person.

(c) Other than the organizational documents of the Company, there are no voting trusts, proxies, or other agreements or understandings in effect with respect to the voting or transfer of any of the Membership Interests.

Section 2.06 LLC Agreement. The LLC Agreement has been provided to Buyer and is in full force and effect and is the only agreement in effect with respect to the matters described therein.

Section 2.07 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

Section 2.08 Non-Foreign Status. Seller is not a foreign person as defined in Treasury Regulations Section 1.1446(f)-1(b)(4) or Section 1.1445-2.

Section 2.09 No Other Representations or Warranties. Except for the representations and warranties contained in this ARTICLE II, neither Seller nor any member, director, officer, employee, or agent of Seller has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this ARTICLE III are true and correct as of the date hereof. For purposes of this ARTICLE III, "Buyer's knowledge," "knowledge of Buyer" and any similar phrases shall mean the actual knowledge of the principals of Buyer.

Section 3.01 Organization and Authority of Buyer; Enforceability. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware. Buyer has full limited liability company power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery, and performance by Buyer of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite limited liability company action on the part of Buyer. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer, and (assuming due authorization, execution, and delivery by Seller) this Agreement and the documents to be delivered hereunder constitute legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as may be limited by any bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.

Section 3.02 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of formation, LLC agreement or other organizational documents of Buyer; or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation applicable to Buyer, except where the violation or conflict would not, individually or in the aggregate, have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby on a timely basis.

Section 3.03 Investment Purpose. Buyer is acquiring the Membership Interests solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Buyer acknowledges that the Membership Interests are not registered under the Securities Act of 1933, as amended, or any state securities laws, and that the Membership Interests may not be transferred or sold except pursuant to the registration provisions of the Securities Act of 1933, as amended or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.

Section 3.04 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

Section 3.05 Legal Proceedings. There is no Action pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement, except any Actions that would not, individually or in the aggregate, have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby on a timely basis. To Buyer's knowledge, no event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

ARTICLE IV
CLOSING DELIVERIES

Section 4.01 Seller's Deliveries. At the Closing, Seller shall deliver to Buyer the following:

(a) The assignment and assumption agreement, in the form attached hereto as Exhibit A (the "**Assignment and Assumption Agreement**"), executed by Seller.

(b) The joinder agreement, in the form attached hereto as Exhibit B (the "**Joinder Agreement**"), executed by the Company.

(c) A revised Members' Schedule to the LLC Agreement reflecting the Buyer's purchase of the Membership Interests and ownership interest in the Company.

(d) A certificate of the Secretary or Assistant Secretary (or equivalent officer) of Seller certifying as to (i) the resolutions of the board of managers (or equivalent managing body) of Seller, duly adopted and in effect, which authorize the execution, delivery, and performance of this Agreement and the transactions contemplated hereby, and (ii) the names and signatures of the officers of Seller authorized to sign this Agreement and the documents to be delivered hereunder.

(e) A certification meeting the requirements of Treasury Regulations Section 1.1446(f)-2(b)(2) to the effect that Seller is not a foreign person within the meaning of Section 1446(f) of the Internal Revenue Code of 1986, as amended ("**Code**").

Section 4.02 Buyer's Deliveries. At the Closing, Buyer shall deliver the following to Seller:

(a) The Purchase Price.

(b) The Assignment and Assumption Agreement, executed by Buyer.

(c) A certificate of the Secretary or Assistant Secretary (or equivalent officer) of Buyer certifying as to (i) the resolutions of the board of managers (or equivalent managing body) of Buyer, duly adopted and in effect, which authorize the execution,

delivery, and performance of this Agreement and the transactions contemplated hereby, and (ii) the names and signatures of the officers of Buyer authorized to sign this Agreement and the documents to be delivered hereunder.

ARTICLE V
INDEMNIFICATION

Section 5.01 Survival. Subject to the limitations and other provisions of this Agreement, the representations, warranties, and covenants contained herein and all related rights to indemnification shall survive the Closing and shall remain in full force and effect until the date that is two (2) years from the Closing Date (except in the case of the representations and warranties in Sections 2.01 and 2.05, which shall remain in full force and effect indefinitely). For the avoidance of doubt, the parties hereby agree and acknowledge that the survival periods in this Section 5.01 are contractual statutes of limitations and any claim brought by any party pursuant to this ARTICLE V must be brought or filed prior to the expiration of the applicable survival period. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at the time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of such survival period and such claims shall survive until finally resolved.

Section 5.02 Indemnification By Seller. Subject to the other terms and conditions of this ARTICLE V, Seller shall defend, indemnify, and hold harmless Buyer, its affiliates, and their respective members, managers, officers, and employees from and against:

(a) all actual out-of-pocket losses, damages, liabilities, costs, or expenses, including reasonable attorneys' fees and disbursements (a "**Loss**"), arising from or relating to any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement; or

(b) any Loss arising from or relating to any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Seller pursuant to this Agreement.

Section 5.03 Indemnification By Buyer. Subject to the other terms and conditions of this ARTICLE V, Buyer shall defend, indemnify, and hold harmless Seller, its affiliates, and their respective members, directors, officers, and employees from and against all Losses arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement; or

(b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Buyer pursuant to this Agreement.

Section 5.04 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the Indemnified Party shall promptly provide written notice of such claim to the Indemnifying Party. The failure to give prompt notice shall not, however, relieve the

Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a person or entity who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with its counsel. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense, subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action. Neither Party shall settle any Action without the other Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

Section 5.05 Payments. Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this ARTICLE V, the Indemnifying Party shall satisfy its obligations within thirty (30) Business Days of such agreement or final, non-appealable adjudication by wire transfer of immediately available funds. The parties hereto agree that should an Indemnifying Party not make full payment of any such obligations within such thirty (30) Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication and including the date such payment has been made at a rate per annum equal to the applicable federal rate. Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed, without compounding.

Section 5.06 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

Section 5.07 Exclusive Remedies. The parties acknowledge and agree that following the closing, the provisions of this ARTICLE V shall be their exclusive remedy for any and all claims relating to the subject matter of this Agreement or any of the other documents to be delivered hereunder, except for the claims arising from intentional fraud, criminal activity, or willful misconduct on the part of a party hereto in connection with the transactions contemplated by this Agreement and claims for specific performance or other equitable remedies.

ARTICLE VI
MISCELLANEOUS

Section 6.01 Expenses. Except as otherwise provided in Section 1.04, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 6.02 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Section 6.03 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 6.03):

If to Seller:	750 B Street Suite 1930 San Diego, CA 92101 E-mail: legal@diversyfund.com Attention: Legal Department
If to Buyer:	750 B Street Suite 1930 San Diego, CA 92101 E-mail: legal@diversyfund.com Attention: Legal Department

Section 6.04 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 6.05 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 6.06 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in documents to be delivered hereunder, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 6.07 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 6.08 No Third-Party Beneficiaries. Except as provided in ARTICLE V, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 6.09 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

Section 6.10 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 6.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Section 6.12 Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the city and county of San Diego, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Section 6.13 Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 6.14 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 6.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

SELLER: DF GROWTH REIT, LLC

By: DF Manager, LLC
Its: Manager

By: DiversyFund, Inc.
Its: Manager

Signed: _____

By: Alan Lewis
Its: Chief Investment Officer

BUYER: DF VILLAGE CREEK PARTNERS, LLC

By: DiversyFund, Inc.
Its: Manager

Signed: _____

By: Alan Lewis
Its: Chief Investment Officer

APPENDIX IV

OVERVIEW OF AFFILIATED ENTITIES

ENTITY	**MEMBERS/PRINCIPALS**	**MANAGERS / DIRECTORS**
DF VILLAGE CREEK PARTNERS, LLC ("Company")	• Members, including certain principals and affiliates of the Manager (100%)	• Manager
P10 HGH-VILLAGE CREEK, LLC ("Project Entity")	• Company (25.90%) • REIT (69.57%) • Obsidian (4.53%)	• Obsidian
DIVERSYFUND, INC. ("Manager")	• Majority owned by Craig Cecilio and Alan Lewis	• Craig Cecilio and Alan Lewis, Directors
DF MANAGER, LLC ("REIT Manager")	• Wholly-owned by DiversyFund, Inc.	• Manager
DF GROWTH REIT, LLC ("REIT")	• Owned by multiple third party investors	• REIT Manager

APPENDIX V

SUBSCRIPTION AGREEMENT

[attached]

Confidential

DF VILLAGE CREEK PARTNERS, LLC

SUBSCRIPTION
BOOKLET

NO PUBLIC MARKET EXISTS WITH RESPECT TO UNITS OFFERED HEREBY, AND NO ASSURANCES ARE GIVEN THAT ANY SUCH MARKET WILL DEVELOP. SUBSCRIBERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD.

THIS SUBSCRIPTION BOOKLET HAS BEEN PREPARED SOLELY FOR THE BENEFIT OF PROSPECTIVE SUBSCRIBERS IN THE COMPANY AND CONSTITUTES AN OFFER ONLY TO THE PROSPECTIVE SUBSCRIBERS TO WHOM IT WAS DELIVERED. DISTRIBUTION OF THIS SUBSCRIPTION BOOKLET TO ANY PERSON OTHER THAN SUCH PROSPECTIVE SUBSCRIBER AND THOSE PERSONS RETAINED TO ADVISE IT WITH RESPECT TO THE INVESTMENT IS UNAUTHORIZED.

IN MAKING AN INVESTMENT DECISION, SUBSCRIBERS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

THE SECURITIES DESCRIBED IN THIS SUBSCRIPTION BOOKLET HAVE NOT BEEN REGISTERED WITH OR APPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "**COMMISSION**"), NOR HAS THE COMMISSION OR ANY APPLICABLE STATE OR OTHER JURISDICTION'S SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS SUBSCRIPTION BOOKLET OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. NONE OF THE SECURITIES MAY BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS THE TRANSACTION EFFECTING SUCH DISPOSITION IS REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR AN EXEMPTION THEREFROM IS AVAILABLE AND THE COMPANY RECEIVES AN OPINION OF COUNSEL ACCEPTABLE TO IT THAT SUCH REGISTRATION IS NOT REQUIRED PURSUANT TO SUCH EXEMPTION.

DF VILLAGE CREEK PARTNERS, LLC

SUBSCRIPTION BOOKLET

This booklet contains documents that must be read, executed, and returned if Subscriber wishes to invest in DF VILLAGE CREEK PARTNERS, LLC, a Delaware limited liability company (the "**Company**").

Subscriber should carefully review the information in the Private Placement Memorandum related to this offering with the Company's Operating Agreement and other exhibits (the "Private Placement Memorandum") and this Subscription Booklet. You should also consult with an attorney, accountant, investment advisor, or other advisor regarding an investment in the Company and its suitability for Subscriber.

If Subscriber decides to invest, please complete, sign, and return the documents pertinent to Subscriber, as listed under each of the headings below.

A. For individuals: The documents to be returned are:

1. The execution page of the attached Subscription Agreement;
2. The Suitability Statement for individuals in Section 9 of the Subscription Agreement;
3. Two executed copies of the execution page of the Company's Operating Agreement, dated as of October 25, 2022 (the "**Operating Agreement**"); and
4. Completed AML Background Document form attached hereto as Exhibit B.

B. For Entities: The documents to be returned are:

1. The execution page of the Subscription Agreement;
2. The Suitability Statement for entities in Section 9 of the Subscription Agreement;
3. Entities must also complete the following Exhibit to the Subscription Agreement that is relevant to them:

   (a) If the Subscriber is a partnership or limited liability company, please include the following in the documents to be returned to the Company: (i) copies of such entity's governing instruments, (ii) a copy of the executed resolutions of the managers/partners as specified in Exhibit A-1, and (iii) a completed Exhibit A-1;

   (b) If the Subscriber is a custodian, trustee, or agent, please include the following in the documents to be returned to the Company: (i) a copy of the trust agreement or other instrument governing the Subscriber, and (ii) a completed Exhibit A-2.

   (c) If the Subscriber is a corporation, please include the following in the documents to be returned to the Company: (i) copies of the corporation's governing instruments, (ii) a copy of the executed resolutions of the corporation's Board of Directors as specified in Exhibit A-3, and (iii) a completed Exhibit A-3; and

4. Two executed copies of the execution page of the Operating Agreement.
5. Completed and executed copy of the Beneficial Owner Notice in the form attached hereto as Exhibit B.
6. Completed AML Background Document form attached hereto as Exhibit C.

TABLE OF CONTENTS

I. A SUBSCRIPTION AGREEMENT AND SUITABILITY STATEMENTS: The Subscription Agreement is the document by which Subscriber agrees to subscribe for and purchase Subscriber's Units in the Company. It includes a power of attorney granted to the manager (the "**Manager**") in Section 3 of the Subscription Agreement. The suitability statements, which are incorporated in Section 9 of the Subscription Agreement and therefore are part of such agreement, are important and must be completed by each Subscriber. Please read Section 9 carefully. Individuals and entities should initial their answer to each of the questions in the suitability statement and also fill out and sign the execution page to the Subscription Agreement.

II. ENTITY CERTIFICATES: If the Subscriber is an entity, the Subscriber must complete and sign one of Exhibit A-1, Exhibit A-2, or Exhibit A-3, as applicable.

III. BENEFICIAL OWNER NOTICE: Each Subscriber must complete the Beneficial Owner Notice attached hereto as Exhibit B.

IV. AML BACKGROUND DOCUMENTATION: Subscriber must complete the AML Background Documentation Form attached hereto as Exhibit C.

****

Please contact the Company as described below if Subscriber has any questions:

DF VILLAGE CREEK PARTNERS, LLC

Attention: Frank Pishler
Telephone: +1 630-362-1160
Email: frank@diversyfund.com

DF VILLAGE CREEK PARTNERS, LLC

SUBSCRIPTION AGREEMENT

DF VILLAGE CREEK PARTNERS, LLC

SUBSCRIPTION AGREEMENT

DF VILLAGE CREEK PARTNERS, LLC, a Delaware limited liability company (the "**Company**"), hereby agrees with the undersigned subscriber (in the case of a subscription for the account of one or more trusts or other entities, "**Subscriber**" shall refer to the trustee, fiduciary or representative making the investment decision and executing this Subscription Agreement (this "**Agreement**"), or the trust or other entity, or both, as appropriate) as follows.

1. Offering.

(a) The Company has been formed under the laws of the State of Delaware pursuant to a Certificate of Formation and is governed by the Operating Agreement in substantially the form attached to the Private Placement Memorandum as an Exhibit, as the same may be modified in accordance with the terms of any amendment thereto (collectively the "**Organizational Documents**"). Capitalized terms used herein without definition have the meanings set forth in the Operating Agreement.

(b) Subject to the terms and conditions of this Agreement and in reliance on the representations and warranties of the respective parties contained herein:

(i) The Company is offering common units (the "**Units**") of the Company on the terms set forth herein and in accordance with the Organizational Documents (the "**Offering**").

(ii) A minimum cash investment of Fifty Thousand Dollars ($50,000) is required to subscribe to the Offering (although DiversyFund, Inc., a Delaware corporation (the "**Manager**") has discretion to accept lesser amounts).

2. Subscription. The Subscriber hereby applies for the purchase of Units, subject to the terms and conditions of this Subscription Agreement.

(a) Offer. Subject to the minimum investment requirements above, Subscriber hereby offers to purchase that number of Units at the price of One Thousand Dollars ($1000.00) per Unit as set forth on the signature page hereto for the aggregate purchase price set forth on the signature page (the "**Purchase Price**"). SUBSCRIBER ACKNOWLEDGES THAT THE COMPANY MAY ACCEPT OR REJECT SUCH OFFER TO PURCHASE, IN WHOLE OR IN PART, IN ITS SOLE DISCRETION.

(b) Tender of Purchase Price and Wiring Instructions. Subscriber hereby agrees to wire to the Company the amount of the Purchase Price in lawful currency of the United States of America.

Wiring Instructions: WIRE FUNDS TO (Subscriber's W-9 must be received by the Company prior to wire):

Receiving Financial Institution: Silicon Valley Bank
Receiving Financial ABA: 121140399
For the Benefit of: DF VILLAGE CREEK PARTNERS, LLC
Address: 750 B Street, Suite 1930, San Diego, CA 92101
For the Benefit of Account Number: 3303834312

(c) Closings. The Company may in the exercise of its discretion hold one or more closings (each of which is referred to as a "**Closing**") at which the Company may accept Subscribers as Members, in which case funds tendered to the Company for accepted subscriptions will be released to the Company. Upon the

Closing with respect to the undersigned Subscriber, the Manager and the Company agree that the Subscriber shall be admitted as a Member, upon the terms and conditions, and in consideration of the Subscriber's agreement to be bound by the terms and provisions of the Operating Agreement and this Agreement. SUBJECT TO THE TERMS AND CONDITIONS HEREOF AND OF THE OFFERING DOCUMENTS, THE SUBSCRIBER'S OBLIGATION TO SUBSCRIBE AND PAY FOR THE SUBSCRIBER'S UNITS SHALL BE COMPLETE AND BINDING UPON THE EXECUTION AND DELIVERY OF THIS AGREEMENT.

3. Power of Attorney. Subscriber hereby irrevocably constitutes and appoints the Manager (and any substitute or successor managers of the Company) as Subscriber's true and lawful attorney in Subscriber's name, place and stead, (a) to receive and pay over to the Company on Subscriber's behalf, to the extent set forth in this Agreement, all funds received hereunder, (b) to complete or correct, on Subscriber's behalf, all documents to be executed by Subscriber in connection with the Subscriber's subscription for the Units herein, including, without limitation, filling in or amending amounts, dates, and other pertinent information, and (c) to execute, acknowledge, swear to and file: (i) any counterparts of the Operating Agreement to be entered into pursuant to this Agreement and any amendments to which Subscriber is a signatory; (ii) any amendments to any such amendments (as provided in the Operating Agreement); (iii) any agreements or other documents relating to the obligations of the Company, as limited and defined in the Operating Agreement; (iv) any certificates of formation required by law and all amendments thereto; (v) all certificates and other instruments necessary to qualify, or continue the qualification of, the Company in the states where it may be doing business and to preserve the limited liability status of the Company in the jurisdictions in which the Company may acquire investments; (vi) any certificates or other instruments which may be required to effectuate any change in the equity ownership of the Company; (vii) all assignments, conveyances, or other instruments or documents necessary to effect the dissolution of the Company; and (viii) all other filings with agencies of the federal government, of any state or local government, or of any other jurisdiction, which the Manager considers necessary or desirable to carry out the purposes of this Agreement, the Operating Agreement and the business of the Company. This power of attorney shall be deemed coupled with an interest, shall be irrevocable, and shall survive the transfer of the Subscriber's Units.

4. Other Subscriptions. The Company has entered into separate but substantially similar subscription agreements ("**Other Subscription Agreements**" and, together with this Agreement, the "**Subscription Agreements**") with other subscribers (the "**Other Purchasers**"), providing for the sale to the Other Purchasers of Units and the admission of the Other Purchasers as Members. This Agreement and the Other Subscription Agreements are separate agreements, and the sales of Units to Subscriber and the Other Purchasers are to be separate sales.

5. Conditions Precedent to Subscriber's Obligations.

(a) The Conditions Precedent. Subscriber's obligation to subscribe for the Units hereunder and be admitted as a Member at the Closing is subject to the fulfillment (or waiver by Subscriber), prior to or at the time of the Closing, of the following conditions:

(i) Operating Agreement. The Operating Agreement shall be in full force and effect and shall have been duly authorized, executed, and delivered by the Manager.

(ii) Representations and Warranties. The representations and warranties of the Company contained in Section 7 of this Agreement shall be true and correct in all material respects when made and at the time of the Closing, except as affected by the consummation of the transactions contemplated by this Agreement or the Operating Agreement.

(iii) Performance. The Company shall have duly performed and complied in all material respects with all agreements and conditions contained in this Agreement required to be performed or complied with by it prior to or at the Closing.

(iv) Legal Investment. On the Closing, the subscription hereunder shall be permitted by the laws and regulations applicable to Subscriber.

(b) Nonfulfillment of Conditions. If at the Closing any of the conditions specified in Section 5(a) shall not have been fulfilled, Subscriber shall, at Subscriber's election, be relieved of all further obligations under this Agreement and the Operating Agreement, without thereby waiving any other rights Subscriber may have by reason of such nonfulfillment. If Subscriber elects to be relieved of Subscriber's obligations under this Agreement pursuant to the foregoing sentence, the Operating Agreement shall be null and void as to Subscriber and the power of attorney contained herein shall be used only to carry out and effect the actions required by this sentence, and the Company shall promptly take, or cause to be taken, all steps necessary to nullify the Operating Agreement as to the Subscriber.

6. Conditions Precedent to the Company's Obligations.

(a) The Conditions Precedent. The obligations of the Company and the Manager to issue to Subscriber the Units and to admit Subscriber as a Member at the Closing shall be subject to the fulfillment (or waiver by the Company) prior to or at the time of the Closing, of the following conditions:

(i) Operating Agreement. A counterpart of the Operating Agreement shall have been duly authorized, executed, and delivered by or on behalf of the Subscriber. The Operating Agreement shall be in full force and effect.

(ii) Notice of Beneficial Owners. The Notice of Beneficial Owners, in the form attached hereto as Exhibit F, shall have been duly authorized, completed, executed, and delivered on behalf of the Subscriber.

(iii) Representations and Warranties. The representations and warranties made by the Subscriber in Section 8 and Section 9 shall be true and correct when made and at the time of the Closing.

(iv) Performance. Subscriber shall have duly performed and complied with all agreements and conditions contained in this Agreement required to be performed or complied with by Subscriber prior to or at the time of the Closing.

(b) Nonfulfillment of Conditions. If at the Closing any of the conditions specified in Section 6(a) shall not have been fulfilled, the Company shall, at the Manager's election, be relieved of all further obligations under this Agreement and the Operating Agreement, without thereby waiving any other rights it may have by reason of such nonfulfillment. If the Manager elects for the Company to be relieved of its obligations under this Agreement pursuant to the foregoing sentence, the Operating Agreement shall be null and void as to the Subscriber and the power of attorney contained herein shall be used only to carry out and effect the actions required by this sentence, and the Company shall promptly take, or cause to be taken, all steps necessary to nullify the Operating Agreement as to the Subscriber.

7. Representations and Warranties of the Company.

(a) The Representations and Warranties. The Company represents and warrants that:

(i) Formation and Standing. The Company is duly formed and validly existing as a limited liability company under the laws of the State of Delaware and, subject to applicable law, has all requisite power and authority to carry on its business as now conducted and as proposed to be conducted. The Manager is duly formed and validly existing under the laws of the State of Delaware and, subject to applicable law, has all requisite legal power and authority to act as Manager of the Company and to carry out the terms of this Agreement and the Operating Agreement applicable to it.

(ii) Authorization of Agreement. The execution and delivery of this Agreement has been authorized by all necessary action on behalf of the Company and this Agreement is a legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms. The execution and delivery by the Manager of the Operating Agreement has been authorized by all necessary action on behalf of the Company and the Operating Agreement is a legal, valid, and binding agreement of the Manager, enforceable against the Manager in accordance with its terms.

(iii) Compliance with Laws and Other Instruments. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or result in any violation of or default under any provision of the Operating Agreement, or any agreement or other instrument to which the Company is a party or by which it or any of its properties is bound, or any permit, franchise, judgment, decree, statute, order, rule or regulation applicable to the Company or its business or properties. The execution and delivery of the Operating Agreement and the consummation of the transactions contemplated thereby will not conflict with or result in any violation of or default under any provision of the bylaws of the Manager, or any agreement or instrument to which the Manager is a party or by which it or any of its properties is bound, or any permit, franchise, judgment, decree, statute, order, rule or regulation applicable to the Manager or its respective businesses or properties.

(b) Survival of Representations and Warranties. All representations and warranties made by the Company in Section 7(a) shall survive the execution and delivery of this Agreement, as well as any investigation made at any time made by or on behalf of Subscriber and the issue and sale of Units.

8. Representations and Warranties of the Subscriber.

(a) The Representations and Warranties. In connection with, and in consideration of, the sale of the Units to Subscriber, Subscriber hereby represents and warrants to the Company and its Manager, officers, employees, agents, attorneys, Members and Other Purchasers that:

(i) Review of Material Documents. Subscriber has carefully reviewed and understands each of the following documents (collectively, the "**Offering Documents**"):

(1) This Subscription Agreement, together with all exhibits and attachments hereto;

(2) The Organizational Documents, together with all amendments and modifications or supplements thereto;

(3) The operating agreement, as amended, for P10 HGH-Village Creek, LLC, a Texas limited liability company ("**Project Entity**");

(4) The Project Entity's certificate of formation, as amended; and

(5) The Private Placement Memorandum.

(ii) Accuracy of Information. All information which the Subscriber has provided to the Company or the Manager concerning the Subscriber, the Subscriber's investor status, financial position and knowledge and experience of financial, tax and business matters, or in the case of a Subscriber that is an entity, the knowledge and experience of financial, tax and business matters of the person making the investment decision on behalf of such entity, is correct and complete as of the date set forth herein.

(iii) Advice. Subscriber has completely relied on the advice of, or has consulted Subscriber's own legal, investment, ERISA, tax, and/or financial advisers to the extent Subscriber deems necessary concerning the advisability of investing this Offering and otherwise purchasing the Units herein, including the legal requirements for acquiring the Units, the suitability of such acquisition for the Subscriber, any ERISA or tax-related consequences of such acquisition to the Subscriber, any applicable currency exchange restrictions. Subscriber also acknowledges and agrees that Subscriber has not relied on the Company or the Manager or any of their affiliates, managers, members, directors, shareholders, officers, attorneys, accountants or any other agents thereof.

(iv) Awareness of Risks. Subscriber acknowledges and agrees that:

(1) The structure and relationships of the Indemnified Persons (defined below) could present potential and actual conflicts of interest as described in the Private Placement Memorandum;

(2) The Company has limited assets, and is newly formed with no history of operations;

(3) Investment returns set forth in any supplemental letters or materials thereto are not necessarily indicative of the returns, if any, that may be achieved by the Company;

(4) The Units involve a substantial degree of risk of loss of Subscriber's entire investment and that there is no assurance of any income from Subscriber's investment;

(5) Any federal and/or state income tax benefits which may be available to Subscriber may be lost through the adoption of new laws or regulations, to changes to existing laws and regulations and to changes in the interpretation of existing laws and regulations;

(6) No federal state, local or non-U.S. agency has passed upon the Offering or the Units or made any findings or determination as to the fairness of this investment; and

(7) The representations, warranties, agreements, undertakings and acknowledgement made by the Subscriber in this Subscription Agreement will be relied upon by the Company and the Manager in determining the Subscriber's suitability as a purchaser of the Units and the Company's compliance with federal and state securities laws, and shall survive the Subscriber's admission as a Member.

(v) No Duplication. Subscriber has not reproduced, duplicated or delivered this Subscription Agreement or any of the Offering Documents to any other person, except to the beneficial owners of, and certain professional advisers to, the Subscriber or as otherwise instructed in writing by the Manager.

(vi) Notices Pursuant to Securities Laws. Subscriber agrees that the Manager and the Company may provide in any electronic medium (including via email or website access) any disclosure or document that is required by applicable securities laws to be provided to Subscriber.

(vii) Place of Residence. Subscriber was offered the Units in only the state or jurisdiction listed as the Subscriber's residence or principal place of business as provided herein, and the Subscriber intends that the securities laws of that state or jurisdiction govern the Subscriber's subscription.

(viii) Questions Asked and Answered. Subscriber has had an opportunity to review and ask questions concerning the Company and the Offering Documents (as defined in Section 8(a)(i)) and Subscriber understands the risks of, and other considerations relating to, a purchase of the Units, including the risks set forth in the Private Placement Memorandum. Subscriber has been given access to, and prior to the execution of this Agreement Subscriber was provided an opportunity to ask questions of, and receive answers from, the Manager or any of its respective principals concerning the terms and conditions of the Offering, and to obtain any other information which Subscriber and Subscriber's investment representative and professional advisors requested with respect to the Company and Subscriber's investment in the Company in order to evaluate Subscriber's investment and verify the accuracy of all information furnished to Subscriber regarding the Company. All such questions, if asked, were answered satisfactorily and all information or documents provided were found to be satisfactory.

(ix) Investment Representation and Warranty. Subscriber is acquiring Subscriber's Units for Subscriber's own account or for one or more separate accounts maintained by Subscriber or for the account of one or more pension or trust funds of which Subscriber is a trustee as to which Subscriber is the sole qualified professional asset manager within the meaning of Prohibited Transaction Exemption 84-14 (a "**QPAM**") for the assets being contributed hereunder, in each case not with a view to or for sale in connection with any distribution of any or all of such Units. Subscriber hereby agrees that Subscriber will not, directly or indirectly, assign, transfer, offer, sell, pledge, hypothecate or otherwise dispose of any or all of such Units (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of any or all of the Units) except in accordance with the registration provisions of the Securities Act of 1933, as amended (the "**Securities Act**"), or an exemption from such registration provisions, with any applicable state or other securities laws, and with the terms of the Organizational Documents. If Subscriber is purchasing for the account of one or more pension or trust funds, Subscriber represents that (except to the extent Subscriber has otherwise advised the Company in writing prior to the date hereof) Subscriber is acting as sole trustee or sole QPAM for the assets being contributed hereunder and has sole investment discretion with respect to the acquisition of the Units to be purchased by Subscriber pursuant to this Agreement, and the determination and decision on Subscriber's behalf to purchase such Units for such pension or trust funds is being made by the same individual or group of individuals who customarily pass review on such investments, so that Subscriber's decision as to purchases for all such funds is the result of such study and conclusion.

(x) Investment Experience and Ability to Bear Risk. Subscriber (1) is knowledgeable and experienced with respect to the financial, tax, and business aspects of the ownership of the Units and of the business contemplated by the Company and is capable of evaluating the risks and merits of purchasing the Units and, in making a decision to proceed with this investment, have not relied upon any representations, warranties or agreements, other than those set forth in this Agreement and the Offering Documents; and (2) can bear the economic risk of an investment in the Company for an indefinite period of time, and can afford to suffer the complete loss thereof.

(xi) Accredited Investor. Subscriber is an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act by reason of the fact that Subscriber is:

(1) A bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in an individual or fiduciary capacity; a broker or dealer registered pursuant to

Section 15 of the Securities Exchange Act of 1934 ("**Exchange Act**"); an insurance company as defined in Section 2(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940, as amended (the "**Investment Company Act**"), or a business development company as defined in Section 2(a)(48) of the Investment Company Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; a Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act, as amended; a plan established and maintained by a state of the United States of America, its political subdivisions, or any agency or instrumentality of a state of the United States of America or its political subdivisions, for the benefit of its employees that has total assets in excess of $5,000,000; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), whereby the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA which is either a bank, savings and loan association, insurance company or registered investment advisor; an Employee Benefit Plan that has total assets in excess of $5,000,000; or an employee benefit plan that is a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(2) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended (the "**Advisers Act**");

(3) An organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), a corporation, partnership, limited liability company or a Massachusetts or similar business trust not formed for the specific purpose of acquiring the Units, with total assets in excess of $5,000,000;

(4) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring Units, and this purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D promulgated under the Securities Act;

(5) An entity (A) of a type not listed herein, owning investments in excess of $5,000,000 that is not formed for the specific purpose of acquiring the Units, or (B) in which all of the equity owners are accredited investors;

(6) A general partner, manager, managing member, director, or executive officer of the Company, or any general partner, manager, managing member, director, or executive officer of a general partner, manager or managing member of the Company;

(7) An investment adviser (A) registered pursuant to the Advisers Act or the laws of any state, or (B) relying on the exemption from registering with the Securities and Exchange Commission under Section 203(l) or (m) of the Advisers Act;

(8) A Natural person holding, in good standing: (A) a General Securities Representative (Series 7) license, (B) an Investment Adviser Representative (Series 65) license, (C) a Private Securities Offering Representative (Series 82) license, or (D) other professional certification or designation or credential from an accredited educational institution that the SEC has designated as qualifying a natural person for accredited investor status;

(9) An investment adviser (A) registered pursuant to the Advisers Act or the laws of any state, or (B) relying on the exemption from registering with the Securities and Exchange Commission under Section 203(l) or (m) of the Advisers Act.

(10) A "Family Office," as defined in Rule 202(a)(11)(G)-1 under the Advisers Act, (A) with assets under management in excess of $5,000,000, (B) that is not formed for the specific purpose of acquiring the securities being offered, and (C) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that the family office capable of evaluating the merits and risks of the prospective investment in the Units;

(11) A "Family Client" as defined in Rule 202(a)(11)(G)-1 under the Advisers Act, of a family office meeting the requirements above and whose prospective investment in the Company is directed by the family office pursuant to Section 8(a)(xi)(10)(C) above; and/or

(12) A natural person and Subscriber's individual net worth, or joint net worth with Subscriber's spouse or spousal equivalent, at the time of this purchase exceeds $1,000,000 (not including the value of Subscriber's primary residence or any debt thereon to the fair market value thereof) or a natural person who had an individual income in excess of $200,000 in each of the two previous years, or joint income with Subscriber's spouse or spousal equivalent in excess of $300,000 in each of those years, with a reasonable expectation of reaching the same income level in the current year.

Further, Subscriber represents and warrants that Subscriber has adequate means of providing all of Subscriber's current and foreseeable needs and personal contingencies and Subscriber has no need for liquidity in this investment.

(xii) No Investment Company Issues. If Subscriber is an entity, Subscriber represents that:

(1) Subscriber was not formed, and is not being utilized, primarily for the purpose of making an investment in the Company;

(2) Subscriber is not an investment company under the Investment Company Act or a "private investment company" that avoids registration and regulation under the Investment Company Act based on the exclusion provided by Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act;

(3) The shareholders, members, partners or other holders of equity or beneficial interest in the Subscriber have not been provided the opportunity to decide individually whether or not to participate, or the extent of their participation, with respect to Subscriber's investment in the Company.

(4) The current value of the amount of the Subscriber's subscription of the Company's Units does not exceed 40% of the value of the Subscriber's total assets plus legally binding subscription commitments to it by the Subscriber's owners;

(5) Subscriber is not aware of circumstances that would require the Company to treat the Subscriber as more than one beneficial owner of the Company for purposes of Section 3(c)(1) of the Investment Company Act;

(6) In the event that Subscriber is relying, or Company determines in its sole and absolute discretion that Subscriber is relying, on Section 3(c)(1) or Section 3(c)(7) to avoid registration under the Investment Company Act, Subscriber further understands and agrees that the Company may, in its sole and absolute discretion, (A) prohibit Subscriber from participating in the Offering, (B) limit the Subscriber's holdings to less than 10% of the outstanding Units, and/or (C) require a full or partial redemption of the Subscriber's Units in

order to reduce Subscriber's holdings entirely or otherwise to reduce Subscriber's holdings to less than 10% of the outstanding Units.

(xiii) Certain Securities Matters. Subscriber understands that (1) the Company will not register as an investment company under the Investment Company Act; (2) the Manager is not currently registered as an investment adviser under the Advisers Act or any applicable state regulations, and accordingly, the specific protections available to clients of registered investment advisers are not available to the Company or its Members; (3) the Units will not be registered under the Securities Act, any U.S. state securities laws, or any non-U.S. securities laws, as applicable; (4) the Units are being offered and sold in reliance upon exemptions provided in the Securities Act, U.S. state securities laws, and other laws as applicable; and (5) legends stating that the Units have not been registered under the Securities Act, any U.S. state securities laws, or any non-U.S. securities laws, as applicable, or otherwise referring to the restrictions on the transferability and resale of the Units may be placed on the documents evidencing the Units.

(xiv) Certain ERISA Matters. Subscriber represents that:

(1) Except as described in a letter to the Manager dated at least five (5) days prior to the date hereof, no part of the funds used by Subscriber to acquire the Units constitutes assets of any "employee benefit plan" within the meaning of Section 3(3) of ERISA, either directly or indirectly through one or more entities whose underlying assets include plan assets by reason of a plan's investment in such entities (including insurance company separate accounts, insurance company general accounts or bank collective investment funds, in which any such employee benefit plan (or its related trust) has any interest); or

(2) If the Units are being acquired by or on behalf of any such plan (any such purchaser being referred to herein as an "**ERISA Member**"), (A) such acquisition has been duly authorized in accordance with the governing documents of such plan and (B) such acquisition and the subsequent holding of the Units do not and will not constitute a "non-exempt prohibited transaction" within the meaning of Section 406 of ERISA or Section 4975 of the Code (i.e., a transaction that is not subject to an exemption contained in ERISA or in the rules and regulations adopted by the U.S. Department of Labor (the "**DOL**") thereunder). Subscriber acknowledges that the Manager is not registered as an "investment adviser" under the Advisers Act, and that as a Member, Subscriber will have no right to withdraw from the Company except as specifically provided in the Operating Agreement. If, in the good faith judgment of the Manager, the assets of the Company would be "plan assets" (as defined in DOL Reg. § 2510.3-101 promulgated under ERISA, as it may be amended from time to time) of an employee benefit plan (assuming that the Company conducts its business in accordance with the terms and conditions of the Operating Agreement), then the Company and each ERISA Member will use their respective best efforts to take appropriate steps to avoid the Manager becoming a "fiduciary" (as defined in ERISA) as a result of the operation of such regulations. These steps may include (x) selling Subscriber's Units (if Subscriber is an ERISA Member) to a third party which is not an employee benefit plan, or (y) making any appropriate applications to the DOL, but the Manager shall not be required to register as an "investment adviser" under the Advisers Act.

If Subscriber is an ERISA Member, Subscriber further understands, agrees and acknowledges that Subscriber's allocable share of income from the Company may constitute "unrelated business taxable income" ("**UBTI**") within the meaning of section 512(a) of the Code and be subject to the tax imposed by section 511(a)(1) of the Code. Subscriber further understands, agrees and acknowledges that the Company neither makes nor has made any representation to it as to the character of items of income (as UBTI or otherwise) allocated (or to be allocated)

to its Members (including ERISA Member) for federal, state, or local income tax purposes. Subscriber (prior to becoming a Member of the Company) has had the opportunity to consider and discuss the effect of Subscriber's receipt of UBTI with independent tax counsel of Subscriber's choosing, and upon becoming a Member of the Company voluntarily assumes the income tax and other consequences resulting from the treatment of any item of the Company's income allocated to Subscriber as UBTI. The Company shall not be restricted or limited in any way, or to any degree, from engaging in any business, trade, loan, or investment that generates or results in the allocation of UBTI to Subscriber or any other ERISA Member, nor shall the Company have any duty or obligation not to allocate UBTI to Subscriber or any other ERISA Member. Subscriber hereby releases the Company and all of its other Members from any and all claims, damages, liability, losses, or taxes resulting from the allocation to Subscriber by the Company of UBTI.

(xv) Anti-Money Laundering Law Compliance. The Subscriber acknowledges that the Company and/or the Manager may be subject to certain anti-money laundering laws and regulations in the United States ("**AML**") and otherwise prohibited from engaging in transactions with, or providing services to, certain foreign countries, territories, entities and individuals, including without limitation, specially designated nationals, specially designated narcotics traffickers and other parties subject to sanctions and embargoes programs by the United States government or the United Nations. The Subscriber hereby represents and warranties the following and shall promptly notify the Manager if any of the following ceases to be true and accurate. Subscribers should check the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") website at http://www.treas.gov/ofac before making the following representations.

(1) None of (A) Subscriber, (B) any person controlling or controlled by the Subscriber, directly or indirectly, (C) any person having a beneficial interest in the Subscriber, directly or indirectly, or (D) any person for whom the Subscriber is acting as agent or nominee in connection with this investment, directly or indirectly, is: (y) a country, territory, individual or entity named on an any OFAC list, nor is a person or entity with whom U.S. persons are prohibited from dealing by any OFAC programs; or (z) acting as agent or nominee of any senior foreign political figure, or any immediate family member or close associate of any senior political figure as such terms are defined by applicable AML Laws.

(2) Subscriber has conducted thorough due diligence (and where appropriate, enhanced due diligence) with respect to, and has established the identities, of all of the Subscriber's investors, directors, officers, other beneficiaries, and/or if applicable grantors and settlors; holds records evidencing such identities; will maintain all such records for at least five years after the date of the Subscriber's withdrawal of all of the Subscriber's capital in the Company; and will promptly make such records available for inspection by the Company upon a request made in good faith by the Company in order to comply with any requirements of U.S., international, and/other anti-money laundering, embargo, trade sanction, or similar laws, regulations, treaties, conventions, requirements and regulatory policies, in each case whether or not with force of law and whether imposed by a governmental or other person in the United States or another jurisdiction, and any related disclosure and compliance policies adopted by counterparties and financial intermediaries.

(3) Subscriber has conducted thorough due diligence and due diligence and investigation that: (A) the funds contributed by the Subscriber to the Company pursuant to this subscription were not, and are not, directly or indirectly derived from activities that contravene U.S. federal or state laws and regulation, or international laws and regulations, including, but not limited to, any AML Laws; (B) the proceeds from the Subscriber's investment in the Company will not be used to finance illegal activities; and (C) the funds

contributed by Subscriber to the Company pursuant to this subscription do not originate from, or will be routed through, an account maintained at a foreign shell bank, an "offshore bank," or a bank organized or chartered under the laws of a non-cooperative jurisdiction, or a bank or financial institution subject to special measures under the USA Patriot Act.

(4) No contribution or payment by the Subscriber to the Company or the Manager shall cause the Company or Manager (acting on behalf of the Company) to be in violation of any AML Laws, including, without limitation, the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, and the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001.

(5) The Subscriber understands and agrees that if at any time it is discovered that any of the representations in this Section 8(a)(xv) are untrue or inaccurate, or if otherwise required by applicable law or regulation related to money launder and similar activities, the Manager may undertake any appropriate actions to ensure compliance with applicable law or regulations, including, but not limited to, blocking or freezing the account of the Subscriber, segregating or redeeming the Subscriber's investment in the Company, or withholding distributions to the Subscriber. Subscriber understands and agrees that the Company may also be required to report such action(s) and to disclose the Subscriber's identity to OFAC.

(6) The Subscriber is not a non-U.S. banking institution ("**Foreign Bank**"), and does not receive deposits from, make payments on behalf of, or handle other financial transactions related to a Foreign Bank.

(7) The United States Foreign Account Tax Compliance Act, including any regulations (whether proposed, temporary or final) or administrative guidance promulgated thereunder (as may be amended, "**FATCA**"), imposes or may impose certain obligations on the Company, and the Subscriber acknowledges and agrees that:

(A) The Company may, from time to time and as otherwise may be required by FATCA, (I) require further information and/or documentation relating to or concerning the Subscriber, which information and/or documentation may (y) include Subscriber's direct and indirect beneficial owners (if any), the Subscriber's identity, residence (or jurisdiction of formation) and income tax status, and (z) need to be certified by the Subscriber under penalties of perjury; and (II) provide or disclose any such information and document to the United States Internal Revenue Service or any other governmental agencies.

(B) Subscriber shall provide such information and/or documentation concerning the Subscriber and Subscriber's direct and indirect beneficial owners (if any), as and when requested by the Company, as the Company, in its sole discretion, determines is necessary or advisable for the Company to comply with its obligations under FATCA, including, but not limited to, in connection with the Company or any of its affiliates entering into or amending or modifying an FFI Agreement (as defined under FATCA) with the United States Internal Revenue Service. Furthermore Subscriber shall waive any provision of law of any foreign jurisdiction outside of the United States that would, absent a waiver, prevent the Company's compliance with any FFI Agreement, including, but not limited to, Subscriber's provision of any requested information and/or documentation.

(C) If Subscriber does not timely provide the requested information and/or documentation or waiver, as applicable, the Company may, at its sole option

and in addition to all other remedies available at law or in equity, prohibit in whole or part the Subscriber from participating in additional portfolio investment and/or deduct from the Subscriber's account and retain amounts sufficient to indemnify and hold harmless the Company and the Manager and their affiliates, officers, directors, members, managers, shareholders, employee, and agents of the foregoing, and each other person, if any, who controls or is controlled by any of the foregoing, within the meaning of Section 15 of the Securities Act, from any and all withholding taxes, interest, penalties and other losses or liabilities suffered by any such person on account of the Subscriber's failure comply with the provisions of this Section 8(a)(xv) or failure duly provide any requested information and/or documentation.

(D) Subscriber shall have no claim against the Company or the Manager or their respective affiliates, officers, directors, members, shareholders, managers, employees, and agents of the foregoing, and each other person, if any, who controls or is controlled by any of the foregoing, within the meaning of Section 15 of the Securities Act, for any damages or liabilities attributable to any AML Laws compliance related determinations.

(8) Subscriber acknowledges and agrees that the Company, the Manager or any administrator acting on behalf of the company or Manager may require further documentation verifying the Subscriber's identity or the identity of the Subscriber's beneficial owners, if any, and the source of the funds used to purchase the Units. The Subscriber hereby agrees to provide such documentation as may be requested by the Manager in accordance with the foregoing and Subscriber acknowledges and agrees that the Company or the Manager may release confidential information regarding the Subscriber and, if applicable, any of the Subscriber's beneficial owners, to government authorities (whether federal, state or international) if the Manager, in its sole discretion, determines that releasing such information is in the best interest of the Company with respect to any AML Law.

(9) The information provided by Subscriber in this Subscription Agreement (including its attachments) is accurate, and Subscriber shall promptly notify the Manager of any change to such information.

(xvi) No C-Corporation Status. The Company may encounter significant accounting issues if Subscriber acquires Units and holds them as a "C-corporation" under the Code. Accordingly, Subscriber hereby represents and warrants that Subscriber is not currently taxed or taxable as C-corporation and that Subscriber will not, whether by transfer, conveyance, conversion, merger, reorganization or otherwise, effect a change in the nature of Subscriber's organization such that Subscriber would be taxed or taxable as a C-corporation under the Code so long as Subscriber holds the Units.

(xvii) Suitability. Subscriber has evaluated the risks involved in investing in the Units and have determined that the Units are a suitable investment for Subscriber. Specifically, the aggregate amount of other investments Subscriber has in, and Subscriber's commitments to, all similar investments that are illiquid is reasonable in relation to Subscriber's net worth, both before and after the subscription for and purchase of the Units pursuant to this Agreement.

(xviii) Transfers and Transferability. Subscriber understands and acknowledges that the Units have not been registered under the Securities Act or any state securities laws and are being offered and sold in reliance upon exemptions provided in the Securities Act and state securities laws for transactions not involving any public offering and, therefore, cannot be resold or transferred unless they are subsequently registered under the Securities Act and such applicable state securities laws or

unless an exemption from such registration is available. Subscriber also understands that the Company does not have any obligation or intention to register the Units for sale under the Securities Act, any state securities laws or of supplying the information which may be necessary to enable Subscriber to sell the Units; and that Subscriber has no right to require the registration of the Units under the Securities Act, any state securities laws or other applicable securities regulations. Subscriber also understands that sales or transfers of Units are further restricted by the provisions of the Operating Agreement. Subscriber further represents and warrants that Subscriber has no contract, understanding, agreement or arrangement with any person to sell or transfer or pledge to such person or anyone else of all or any portion of the Units for which Subscriber hereby subscribes (in whole or in part); and Subscriber represents and warrants that Subscriber has no present plans to enter into any such contract, undertaking, agreement or arrangement. Subscriber understands that there is no public market for the Units and that any disposition of the Units may result in unfavorable tax consequences to Subscriber. Subscriber is aware and acknowledges that, because of the substantial restrictions on the transferability of the Units, it may not be possible for Subscriber to liquidate Subscriber's investment in the Company readily, even in the case of an emergency.

(xix) Residence. Subscriber maintains Subscriber's domicile at the address shown in the signature page of this Subscription Agreement and Subscriber is not merely a transient or temporary resident there.

(xx) Publicly Traded Company. By the purchase of the Units, Subscriber represents to the Manager and the Company that (1) Subscriber has neither acquired nor will Subscriber transfer or assign any of the Units Subscriber purchases (or any interest therein) or cause any such Units (or any interest therein) to be marketed on or through an "established securities market" or a "secondary market" (or the substantial equivalent thereof) within the meaning of Section 7704(b)(1) of the Code, including, without limitation, an over-the-counter-market or an interdealer quotation, system that regularly disseminates firm buy or sell quotations; and (2) Subscriber either (A) is not, and will not become, a partnership, Subchapter S corporation, or grantor trust for U.S. federal income tax purposes, or (B) is such an entity, but none of the direct or indirect beneficial owners of any of the interests in such entity have allowed or caused, or will allow or cause, eighty percent (80%) or more (or such other percentage as the Manager may establish) of the value of such interests to be attributed to Subscriber's ownership of the Units. Further, Subscriber agrees that if Subscriber determines to transfer or assign any of Subscriber's Units pursuant to the provisions of the Operating Agreement Subscriber will cause Subscriber's proposed transferee to agree to the transfer restrictions set forth therein and to make the representations set forth in (1) and (2) above.

(xxi) Capacity to Contract. If Subscriber is an individual, Subscriber represents that Subscriber is over 21 years of age and has the capacity to execute, deliver and perform this Subscription Agreement and the Operating Agreement. If Subscriber is not an individual, Subscriber represents and warrants that Subscriber is a validly existing corporation, partnership, association, joint stock company, trust or unincorporated organization, and was not formed for the specific purpose of acquiring the Units.

(xxii) Power, Authority; Valid Agreement. (1) Subscriber has all requisite power and authority to execute, deliver and perform Subscriber's obligations under this Agreement and the Operating Agreement and to subscribe for and purchase or otherwise acquire Subscriber's Units; (2) Subscriber's execution of this Agreement and the Operating Agreement has been authorized by all necessary corporate or other action on Subscriber's behalf; and (3) this Agreement and the Operating Agreement are each valid, binding and enforceable against Subscriber in accordance with their respective terms.

(xxiii) No Conflict: No Violation. The execution and delivery of this Agreement and the Operating Agreement by Subscriber and the performance of Subscriber's duties and obligations hereunder and thereunder (1) do not and will not result in a breach of any of the terms, conditions or provisions of, or constitute a default under (A) any charter, bylaws, trust agreement, operating agreement, partnership agreement or other governing instrument applicable to Subscriber, (B)(y) any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness, or any lease or other agreement or understanding, or (B)(z) any license, permit, franchise or certificate, in either case to which Subscriber or any of Subscriber's affiliates is a party or by which Subscriber or any of Subscriber's affiliates is bound or to which Subscriber's or any of Subscriber's affiliates' properties are subject; (2) do not require any authorization or approval under or pursuant to any of the foregoing; and (3) do not violate any statute, regulation, law, order, writ, injunction or decree to which Subscriber or any of Subscriber's affiliates is subject.

(xxiv) No Default. Subscriber is not (1) in default (nor has any event occurred which with notice, lapse of time, or both, would constitute a default) in the performance of any obligation, agreement or condition contained in (A) this Agreement or the Operating Agreement, (B) any provision of any charter, bylaws, trust agreement, operating agreement, partnership agreement or other governing instrument applicable to Subscriber, (C)(y) any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness or any lease or other agreement or understanding, or (C)(z) any license, permit, franchise or certificate, in either case to which Subscriber or any of Subscriber's affiliates is a party or by which Subscriber or any of Subscriber's affiliates is bound or to which properties of Subscriber or any of Subscriber's affiliates' are subject, or (2) in violation of any statute, regulation, law, order, writ, injunction, judgment or decree applicable to Subscriber or any of Subscriber's affiliates.

(xxv) No Litigation. There is no litigation, investigation or other proceeding pending or, to Subscriber's knowledge, threatened against Subscriber, Subscriber's spouse or spousal equivalent, or any of Subscriber's affiliates which, if adversely determined, would adversely affect Subscriber's business or financial condition or Subscriber's ability to perform Subscriber's obligations under this Agreement or the Operating Agreement.

(xxvi) Consents. No consent, approval or authorization of, or filing, registration or qualification with, any court or governmental authority on Subscriber's part is required for the execution and delivery of this Agreement or the Operating Agreement by Subscriber or the performance of Subscriber's obligations and duties hereunder or thereunder.

(xxvii) Bad Actor Disqualification. Subscriber represents and warrants that neither Subscriber, nor any of its shareholders, members, managers, general or limited partners, directors, affiliates or executive officers, is subject to "Bad Actor" disqualification, as such term is described in Rule 506(d) of Regulation D promulgated by the Securities and Exchange Commission.

(b) Survival of Representations and Warranties. All representations and warranties made by Subscriber in Section 8(a) of this Agreement shall survive the execution and delivery of this Agreement, as well as any investigation at any time made by or on behalf of the Company and the issue and sale of the Units.

(c) Reliance. Subscriber acknowledges that Subscriber's representations, warranties, acknowledgments and agreements in this Agreement will be relied upon by the Company in determining Subscriber's suitability as a purchaser of the Units.

(d) Further Assurances. Subscriber agrees to provide, if requested, any additional information that may be requested or required to determine Subscriber's eligibility to purchase the Units.

(e) Indemnification. Subscriber hereby agrees to indemnify the Company, its affiliates, managers, members, officers, employees, agents, accountants, and attorneys (the "**Indemnified Persons**"), and to hold each of them harmless from and against any loss, damage, liability, cost or expense, including reasonable attorneys' fees (collectively, a "**Loss**") due to or arising out of a breach of a representation, warranty or agreement by Subscriber, whether contained in this Subscription Agreement (including the Suitability Statements) or any other document provided by Subscriber to the Company in connection with Subscriber's investment in the Units. Subscriber hereby agrees to indemnify the Company and the Indemnified Persons and to hold them harmless against all Loss arising out of the sale or distribution of the Units by Subscriber in violation of the Securities Act or other applicable law or any misrepresentation or breach by Subscriber with respect to the matters set forth in this Agreement. In addition, Subscriber agrees to indemnify the Company and any affiliates and to hold such persons harmless from and against, any and all Loss, to which they may be put or which they may reasonably incur or sustain by reason of or in connection with any misrepresentation made by Subscriber with respect to the matters about which representations and warranties are required by the terms of this Agreement, or any breach of any such warranty or any failure to fulfill any covenants or agreements set forth herein.

9. Accredited Investor Status. SUBSCRIBERS ARE REQUIRED TO PROVIDE THE INFORMATION REQUESTED IN THIS SECTION 9. IN ORDER FOR THE COMPANY TO EVALUATE COMPLIANCE WITH THE EXEMPTIONS FROM THE SECURITIES ACT AND STATE LAWS BEING RELIED ON BY THE COMPANY WITH RESPECT TO THE OFFER AND SALE OF THE UNITS. SUBSCRIBER AGREES TO FURNISH ANY ADDITIONAL INFORMATION THAT THE COMPANY OR ITS COUNSEL DEEMS NECESSARY IN ORDER TO VERIFY THE RESPONSES SET FORTH BELOW.

(a) Individual Subscribers. If Subscriber is an individual, Subscriber represents and warrants that he or she is an "Accredited Investor" as defined in Rule 501(a) of Regulation D under the Securities Act. Subscriber's status as an "Accredited Investor" is based on one or more of the following being true and correct (***MARK THE APPLICABLE REPRESENTATION***):

(i) ☐ "Net Worth Test": Subscriber is an individual with a net worth, or joint net worth together with his or her spouse or spousal equivalent, in excess of One Million Dollars ($1,000,000). Net worth for this purpose means total assets (including personal property and other assets) in excess of total liabilities, *but specifically excluding Subscriber's personal residence*. In addition, any mortgage or other loan on the residence does not count as a liability up to the fair market value of the residence. If the loan is for more than the fair market value of the residence (i.e., if Subscriber's mortgage is underwater), then the loan amount that is over the fair market value counts as a liability under the net worth test. Further, any increase in the loan amount on Subscriber's primary residence in the sixty (60) days prior to Subscriber's purchase of the securities (even if the loan amount does not exceed the value of the residence) will count as a liability as well. The reason for this is to prevent net worth from being artificially inflated through converting home equity into cash or other assets. OR

(ii) ☐ "Individual Income Test": Subscriber is an individual that had an individual income in excess of Two Hundred Thousand Dollars ($200,000) in each of the two (2) most recent years and reasonably expects the same income level in the current year. OR

(iii) ☐ "Joint Income Test": Subscriber is an individual who had, with his/her spouse or spousal equivalent, joint income in excess of Three Hundred Thousand Dollars ($300,000) in each of the two (2) most recent years and reasonably expects the same joint income level in the current year.

(iv) ☐ "Management Test": Subscriber is a director, executive officer, or Manager of the Company or a director, executive officer of the Manager of the Company.

(v) ☐ Subscriber holds one of the following licenses in good standing: General Securities Representative (Series 7) license, Private Securities Offerings Representative (Series 8) license, OR Investment Adviser Representative (Series 65) license.

(b) Entity Subscribers. If subscriber is an entity other than an individual, Subscriber makes the following representations and warranties to the Company. Subscriber is an "Accredited Investor" as defined in Rule 501(a) of Regulation D under the Securities Act. Subscriber's status as an "Accredited Investor is based on one or more of the following being true or correct (***MARK THE APPLICABLE REPRESENTATION***):

(i) ☐ Subscriber is a bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

(ii) ☐ Subscriber is a broker or dealer registered pursuant to Section 15 of the Exchange Act;

(iii) ☐ Subscriber is an insurance company as defined in Section 2(a)(13) of the Securities Act;

(iv) ☐ Subscriber is an investment adviser registered pursuant to Section 203 of the Advisers or registered pursuant to the laws of a state;

(v) ☐ Subscriber is an investment adviser relying on the exemption from registering with the Commission under Section 203(l) or (m) of the Advisers Act;

(vi) ☐ Subscriber is an investment company under the Investment Company Act or a business development company as defined in Section 2(a)(48) of the Investment Company Act;

(vii) ☐ Subscriber is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

(viii) ☐ Subscriber is a Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act;

(ix) ☐ Subscriber is a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000.

(x) ☐ Subscriber is an employee benefit plan within the meaning of Title I of ERISA and (1) whose investment decision is being made by a plan fiduciary Section 3(21) ERISA, which is either a bank, savings and loan association, insurance company or registered investment adviser, OR (2) whose total assets are in excess of five million dollars ($5,000,000), OR (3) is a self-directed employee benefit plan with investment decisions made solely by persons that are accredited investors.

(xi) ☐ Subscriber is a private business development company as defined in Section 2(a)(22) of the Advisers Act.

(xii) ☐ Subscriber is (1) either (A) an organization described in Section 501(c)(3) of the Internal Revenue Code; (B) a corporation; (C) a Massachusetts or similar business trust; (D) a partnership, or (E) a limited liability company, and, in each case, (2) is not formed for the specific purpose of acquiring the securities offered hereby, and (3) with total assets in excess of five million dollars ($5,000,000).

(xiii) ☐ Subscriber is a trust, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of five million dollars ($5,000,000) and whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the investment in the securities offered.

(xiv) ☐ All of the beneficial equity owners of the Subscriber are accredited investors.

(xv) ☐ Subscriber is (1) an entity of a type not listed in Sections 9(b)(i) to 9(b)(xiv) above, (2) not formed for the specific purpose of acquiring the securities offered, and (3) owns investments in excess of $5,000,000.

(xvi) ☐ Subscriber is a "family office," as defined in Rule 202(a)(11)(G)-1 under the Advisers Act, (1) with assets under management in excess of $5,000,000, (2) that is not formed for the specific purpose of acquiring the securities being offered, and (3) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that the family office capable of evaluating the merits and risks of the prospective investment in the Units.

(xvii) ☐ Subscriber is a "family client" as defined in Rule 202(a)(11)(G)-1 under the Advisers Act, of a family office meeting the requirements above and whose prospective investment in the Company is directed by the family office pursuant to Section 9(b)(xvi)(3) above.

(c) Other Securities Matters. ***MARK THE APPLICABLE REPRESENTATIONS***:

(i) ☐ Subscriber (1) was not formed, and (2) is not being utilized, primarily for the purpose of making an investment in the Company (and investment in this Company does not exceed 40% of the aggregate capital committed to Subscriber by Subscriber's partners, shareholders or others).

(ii) ☐ Subscriber is, or is acting on behalf of, (1) an employee benefit plan within the meaning of Section 3(3) of ERISA, whether or not-such plan is subject to ERISA; or (2) an entity which is deemed to hold the assets of any such employee benefit plan pursuant to 29 C.F.R. § 2510.3-101.

For example, a plan that is maintained by a foreign corporation, governmental entity or church, a Keogh plan covering no common-law employees and an individual retirement account are employee benefit plans within the meaning of Section 3(3) of ERISA but generally are not subject to ERISA.

(iii) ☐ Subscriber is, or is acting on behalf of, such an employee benefit plan, or are an entity deemed to hold the assets of any such plan or plans (i.e., Subscriber is subject to ERISA).

(iv) ☐ Subscriber is a U.S. pension trust or governmental plan qualified under Section 401(a) of the Code or a U.S. tax-exempt organization qualified under Section 501(c)(3) of the Code.

(v) ☐ Subscriber relies on the "private investment company" exclusion provided by Section 3(c)(1) or 3(c)(7) of the Investment Company Act of 1940 to avoid registration and regulation under such Act.

(d) Disclosure of Foreign Ownership. **MARK *THE APPLICABLE REPRESENTATIONS***:

(i) ☐ Subscriber is an entity organized under the laws of a jurisdiction other than those of the United States or any state, territory or possession of the United States (a "**Foreign Entity**").

(ii) ☐ Subscriber is a government other than the government of the United States or of any state, territory or possession of the United States (a "**Foreign Government**").

(iii) ☐ Subscriber is a corporation of which, in the aggregate, more than one-fourth of the capital stock is owned of record or voted by foreign citizens, Foreign Entities, foreign corporations ("**Foreign Corporation**") or other foreign company.

(iv) ☐ Subscriber is a general or limited partnership of which any general or limited partner is a foreign citizen, Foreign Entity, Foreign Government, Foreign Corporation or foreign company.

(v) ☐ Subscriber is a representative of, or entity controlled by, any of the entities listed in Sections 9(d)(i) through 9(d)(iv) above.

10. Certain Agreements and Acknowledgments of the Subscriber. Subscriber understands, agrees and acknowledges that:

(a) Acceptance. Subscriber's subscription for the Units contained in this Agreement may be accepted or rejected, in whole or in part, by the Manager in its sole and absolute discretion. No subscription shall be accepted or deemed to be accepted until Subscriber has been admitted as a Member in the Company on the Closing; such admission shall be deemed an acceptance of this Agreement by the Company and the Manager for all purposes.

(b) Irrevocability. Except as provided in Section 5(b) and under applicable state securities laws, this subscription is and shall be irrevocable, except that Subscriber shall have no obligations hereunder if this subscription is rejected for any reason, or if the Offering is cancelled for any reason.

(c) No Recommendation. No foreign, federal, or state authority has made a finding or determination as to the fairness for investment of the Units and no foreign, federal or state authority has recommended or endorsed or will recommend or endorse this Offering.

(d) No Disposal. Subscriber will not, directly or indirectly, assign, transfer, offer, sell, pledge, hypothecate or otherwise dispose of all or any part of Subscriber's Units (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of all or any part of the Units) except in accordance with the registration provisions of the Securities Act or an exemption from such registration provisions, with any applicable state or other securities laws and with the terms of the Operating Agreement.

(e) Update Information. If there should be any change in the information provided by Subscriber to the Company or the Manager (whether pursuant to this Agreement or otherwise) prior to Subscriber's

purchase of any Units, Subscriber will immediately furnish such revised or corrected information to the Company.

(f) Taxpayer Identification/Backup Withholding Certification. Subscriber certifies that its taxpayer identification number is correct as provided to the Company. If Subscriber does not provide a taxpayer identification number which is certified to be correct and, upon request, such backup withholding certifications as may be deemed necessary by the Company, Subscriber acknowledges that Subscriber may be subject to backup withholding on certain distributions made to the Subscriber.

11. General Matters.

(a) Amendments and Waivers. This Agreement may be amended and the observance of any provision hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of Subscriber and the Company.

(b) Further Assurances. Subscriber agrees to provide, if requested any additional information that may be requested or required to determine its eligibility to purchase the Units. If and to the extent Subscriber provides additional, corrected or verifying information to the Company or its counsel verbally, the Company or its counsel is and shall be authorized to note such information in this Subscription Agreement, in which case this Subscription Agreement is, and shall be, automatically amended to incorporate such information. In addition, within five (5) days after receipt of a request from the Company, Subscriber will provide such information and deliver such documents as may be reasonable or necessary to comply with any and all laws and regulations to which the Company is subject.

(c) Assignment. Subscriber agrees that neither this Agreement nor any rights which may accrue to Subscriber hereunder may be transferred or assigned.

(d) Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to any party when delivered by hand, when delivered by telecopier or electronic mail, or when mailed, first class postage prepaid, (i) if to Subscriber, to Subscriber at the address or facsimile number or electronic mail address set forth below Subscriber's signature, or to such other address or facsimile number or electronic mail address as Subscriber shall have furnished to the Company in writing, and (ii) if to the Company, to it c/o DiversyFund, Inc., Attention: Legal Department, 750 B Street, Suite 1930, San Diego, CA 92101; email address: legal@diversyfund.com, or to such other address or addresses, or electronic mail address or addresses, as the Company shall have furnished to Subscriber in writing, provided that any notice to the Company shall be effective only if and when received by the Manager.

(e) Governing Law. THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS (EXCEPT INSOFAR AS AFFECTED BY THE SECURITIES OR "BLUE SKY" LAWS OF THE STATE OR SIMILAR JURISDICTION IN WHICH THE OFFERING DESCRIBED HEREIN HAS BEEN MADE TO SUBSCRIBER).

(f) Exclusive Venue. The federal and state courts of the California shall have sole and exclusive jurisdiction over any dispute arising from the transaction memorialized by this Subscription Agreement, and Subscriber hereby irrevocably and unconditionally consents to the personal jurisdiction of such courts and irrevocably and unconditionally waives any claims, objections or defenses, whether procedural or substantive, related to lack of in personam jurisdiction, forum non-conveniens or the like.

(g) Descriptive Headings. The descriptive headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement.

(h) Waiver of Conflict of Interest. Subscriber hereby acknowledges and agrees that Ray Quinney & Nebeker P.C. and any other law firm retained by the Company in connection with the Offering, the management and operation of the Company, or any dispute between the Company and Subscriber arising from the purchase or ownership of the Units, is acting as counsel to the Company and as such does not represent or owe any duty to Subscriber (or to other subscribers or Members as a group). Subscriber acknowledges that, at the direction of the Company, neither Ray Quinney & Nebeker P.C. nor its attorneys have (a) passed upon or rendered any opinion as to the merits of the offer and sale of the Units, the availability of one (1) or more exemptions from the registration requirements of the Securities Act, Investment Company Act, Advisers Act, Exchange Act, or state laws or securities of any foreign jurisdiction, or (b) passed upon the adequacy of disclosure or other matters related to the offer and sale of the Units.

(i) Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter of this Agreement, and there are no representations, covenants or other agreements except as stated or referred to herein.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

(k) Joint and Several Obligations. If Subscriber consists of more than one person, this Agreement shall consist of the joint and several obligation of all such persons.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Subscriber does represent and certify under penalty of perjury that the foregoing statements are true and correct and that Subscriber has, by the following signature(s), executed this Subscription Agreement and made the offer to purchase Units described above as of the date first set forth below. Subscriber also returns, with this Subscription Agreement, the following documents:

(i) A fully completed and executed IRS Form W-9; and
(ii) Two fully completed and executed copies of the signature page to the Operating Agreement.

TOTAL UNITS PURCHASED: _____

TOTAL PURCHASE PRICE: _____

SUBSCRIBER:

Signature:_____

_____
Name of Entity (if applicable)

_____
Name of Individual (Typed or Printed)

_____
Title of Individual (if applicable)

Tax Identification Number (Social Security Number if Individual):

_____

Address:

_____

_____

Telephone: _____

Email: _____

JOINT SUBSCRIBER (IF APPLICABLE):

Signature:_____

_____
Name of Entity (if applicable)

_____
Name of Individual (Typed or Printed)

_____
Title of Individual (if applicable)

Tax Identification Number (Social Security Number if Individual):

_____

Address:

_____

_____

Telephone: _____

Email: _____

DISTRIBUTIONS TO SUBSCRIBER

IF BY AUTOMATIC DEPOSIT (Please attach a voided check with Subscription Agreement. DO NOT attach a Deposit Slip)

Financial Institution: _____
Routing Number: _____
Account Number: _____

Checking: ___ OR Savings: ___

Initial____: **I hereby authorize DF VILLAGE CREEK PARTNERS, LLC, a Delaware limited liability company, to (i) initiate automatic deposits to my account at the financial institution named above, and (ii) to make withdrawals from this account in the event a credit entry is made in error. Further I agree not to hold DF VILLAGE CREEK PARTNERS, LLC responsible for any delay or loss of funds due to the incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account. This Agreement will remain in effect until DF VILLAGE CREEK PARTNERS, LLC receives a written notice of cancellation from me or my financial institution, or until I submit new written direct deposit instructions.**

COUNTERPART SIGNATURE PAGE TO THE
OPERATING AGREEMENT OF
DF VILLAGE CREEK PARTNERS, LLC

MEMBER

NAME OF MEMBER:_____

NUMBER OF UNITS:_____

ADDRESS:_____

TELEPHONE NO:_____

NAME OF TRUSTEE:*_____

ADDRESS OF TRUSTEE:*_____

NAME OF PLAN SPONSOR:*_____

ADDRESS OF PLAN SPONSOR:*_____

TAX ID or SOCIAL SECURITY NUMBER:_____

SIGNATURE OF THE MEMBER

Signature:_____
Name:_____
Title:_____

* If applicable.

COUNTERPART SIGNATURE PAGE TO THE
OPERATING AGREEMENT OF
DF VILLAGE CREEK PARTNERS, LLC

MEMBER

NAME OF MEMBER:_____

NUMBER OF UNITS:_____

ADDRESS:_____

TELEPHONE NO:_____

NAME OF TRUSTEE:*_____

ADDRESS OF TRUSTEE:*_____

NAME OF PLAN SPONSOR:*_____

ADDRESS OF PLAN SPONSOR:*_____

TAX ID or SOCIAL SECURITY NUMBER:_____

SIGNATURE OF THE MEMBER

Signature:_____
Name:_____
Title:_____

* If applicable.

EXHIBIT A-1

CERTIFICATE TO BE GIVEN BY ANY PURCHASER THAT IS A TRUST

CERTIFICATE OF _____(the "**Trust**")
[Name of Trust]

The undersigned, constituting all of the trustees of the Trust, hereby certify as follows:

1. That the Trust was established pursuant to a Trust Agreement dated _____, ____ (the "**Agreement**").

2. That, as the trustee(s) of the Trust, we have determined that the investment in, and the purchase of, the Units in DF VILLAGE CREEK PARTNERS, LLC is of benefit to the Trust and have determined to make such investment on behalf of the Trust.

3. That _____ is authorized to execute, on behalf of the Trust, any and all documents in connection with the Trust's investment in DF VILLAGE CREEK PARTNERS, LLC.

IN WITNESS THEREOF, we have executed this certificate as the trustee(s) of the Trust as of _____, 20___, and declare that it is truthful and correct.

_____
[Name of Trust]

By:_____
Trustee

By:_____
Trustee

By:_____
Trustee

EXHIBIT A-2

CERTIFICATE TO BE GIVEN BY ANY PURCHASER THAT IS A PARTNERSHIP OR LIMITED LIABILITY COMPANY

CERTIFICATE OF _____ (the "**Company**")
[Name of Company]

The undersigned, constituting the general partner(s), manager(s), or managing member(s) of the Company that must consent to the proposed investment by the Company hereby certify as follows:

1. That the Company commenced business on and was formed under the laws of the State of _____ on _____, ____.

2. That the general partner(s), manager(s), or managing member(s) of the Company have determined that an investment in, and purchase of, Units in DF VILLAGE CREEK PARTNERS, LLC is of benefit to the Company and have determined to make such investment on behalf of the Company. Attached hereto is a true, correct, and complete copy of (a) resolutions of the partners or members of the Company duly authorizing this investment, and such resolutions have not been revoked, rescinded or modified and remain in full force and effect; or (b) the partnership agreement, operating agreement, limited liability company agreement, or other agreement or document of the Company duly authorizing such general partner(s), manager(s), or managing member(s) to make this investment, and such agreement or other document has not been revoked, rescinded, or modified and remains in full force and effect.

IN WITNESS WHEREOF, we have executed this certificate as the general partner(s), manager(s), or managing member(s) of the Company effective as of _____, 20___, and declare that it is truthful and correct.

_____
[Name of Company]

By:_____
General Partner, Manager, or Managing Member

By:_____
General Partner, Manager, or Managing Member

EXHIBIT A-3

CERTIFICATE TO BE GIVEN BY ANY PURCHASER THAT IS A CORPORATION

CERTIFICATE OF _____(the "**Corporation**")
[Name of Corporation]

The undersigned, being the duly elected and acting Secretary or Assistant Secretary of the Corporation, hereby certifies as follows:

1. That the Corporation commenced business on and was incorporated under the laws of the State of _____ on _____.

2. That the Board of Directors of the Corporation has determined, or appropriate officers under authority of the Board of Directors have determined, that the investment in, and purchase of, Units in DF VILLAGE CREEK PARTNERS, LLC is of benefit to the Corporation and has determined to make such investment on behalf of the Corporation. Attached hereto is a true, correct and complete copy of resolutions of the Board of Directors (or an appropriate committee thereof) of the Corporation duly authorizing this investment, and said resolutions have not been revoked, rescinded, or modified and remain in full force and effect.

3. That the following named individuals are duly elected officers of the Corporation, who hold the offices set forth opposite their respective names and who are duly authorized to execute any and all documents in connection with the Corporation's investment in DF VILLAGE CREEK PARTNERS, LLC and that the signatures written opposite their names and titles are their correct and genuine signatures.

Name	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have executed this certificate as of _____, 20___, and declared that it is truthful and correct.

[Name of Corporation]

By:_____
Name: _____
Title: _____

EXHIBIT B

NOTICE OF BENEFICIAL OWNERS

NAME OF SUBSCRIBER: _____

ENTITY TYPE: _____

STATE INCORPORATED: _____

SUBSCRIBER HEREBY CERTIFIES THAT THE BELOW INFORMATION ACCURATELY DESCRIBES ALL BENEFICIAL OWNERS OF DF VILLAGE CREEK PARTNERS, LLC:

Beneficial Owner 1: Full Legal Name: _____ _____ Entity Type (if applicable): ☐ Corporation; ☐ Limited Liability Company ☐ General Partnership; ☐Limited Partnership; ☐Limited Liability Partnership; ☐ Trust; ☐ Other If Other (please describe):_____ _____ State of Incorporation/Residence: _____ _____	**Beneficial Owner 2:** Full Legal Name: _____ _____ Entity Type (if applicable): ☐ Corporation; ☐ Limited Liability Company ☐ General Partnership; ☐Limited Partnership; ☐Limited Liability Partnership; ☐ Trust; ☐ Other If Other (please describe):_____ _____ State of Incorporation/Residence: _____ _____
Beneficial Owner 3: Full Legal Name: _____ _____ Entity Type (if applicable): ☐ Corporation; ☐ Limited Liability Company ☐ General Partnership; ☐Limited Partnership; ☐Limited Liability Partnership; ☐ Trust; ☐ Other If Other (please describe):_____ _____ State of Incorporation/Residence: _____ _____	**Beneficial Owner 4:** Full Legal Name: _____ _____ Entity Type (if applicable): ☐ Corporation; ☐ Limited Liability Company ☐ General Partnership; ☐Limited Partnership; ☐Limited Liability Partnership; ☐ Trust; ☐ Other If Other (please describe):_____ _____ State of Incorporation/Residence: _____ _____

Beneficial Owner 5:

Full Legal Name: _____
_____

Entity Type (if applicable):
☐ Corporation; ☐ Limited Liability Company
☐ General Partnership; ☐Limited Partnership;
☐Limited Liability Partnership; ☐ Trust;
☐ Other
If Other (please describe):_____
_____

State of Incorporation/Residence:
_____
_____

Beneficial Owner 6:

Full Legal Name: _____
_____

Entity Type (if applicable):
☐ Corporation; ☐ Limited Liability Company
☐ General Partnership; ☐Limited Partnership;
☐Limited Liability Partnership; ☐ Trust;
☐ Other
If Other (please describe):_____
_____

State of Incorporation/Residence:
_____
_____

Beneficial Owner 7:

Full Legal Name: _____
_____

Entity Type (if applicable):
☐ Corporation; ☐ Limited Liability Company
☐ General Partnership; ☐Limited Partnership;
☐Limited Liability Partnership; ☐ Trust;
☐ Other
If Other (please describe):_____
_____

State of Incorporation/Residence:
_____
_____

Beneficial Owner 8:

Full Legal Name: _____
_____

Entity Type (if applicable):
☐ Corporation; ☐ Limited Liability Company
☐ General Partnership; ☐Limited Partnership;
☐Limited Liability Partnership; ☐ Trust;
☐ Other
If Other (please describe):_____
_____

State of Incorporation/Residence:
_____
_____

Beneficial Owner 9:

Full Legal Name: _____
_____

Entity Type (if applicable):
☐ Corporation; ☐ Limited Liability Company
☐ General Partnership; ☐Limited Partnership;
☐Limited Liability Partnership; ☐ Trust;
☐ Other
If Other (please describe):_____
_____

State of Incorporation/Residence:
_____
_____

Beneficial Owner 10:

Full Legal Name: _____
_____

Entity Type (if applicable):
☐ Corporation; ☐ Limited Liability Company
☐ General Partnership; ☐Limited Partnership;
☐Limited Liability Partnership; ☐ Trust;
☐ Other
If Other (please describe):_____
_____

State of Incorporation/Residence:
_____
_____

Beneficial Owner 11: Full Legal Name: _____ _____ Entity Type (if applicable): ☐ Corporation; ☐ Limited Liability Company ☐ General Partnership; ☐Limited Partnership; ☐Limited Liability Partnership; ☐ Trust; ☐ Other If Other (please describe):_____ _____ State of Incorporation/Residence: _____ _____	**Beneficial Owner 12:** Full Legal Name: _____ _____ Entity Type (if applicable): ☐ Corporation; ☐ Limited Liability Company ☐ General Partnership; ☐Limited Partnership; ☐Limited Liability Partnership; ☐ Trust; ☐ Other If Other (please describe):_____ _____ State of Incorporation/Residence: _____ _____
Beneficial Owner 13: Full Legal Name: _____ _____ Entity Type (if applicable): ☐ Corporation; ☐ Limited Liability Company ☐ General Partnership; ☐Limited Partnership; ☐Limited Liability Partnership; ☐ Trust; ☐ Other If Other (please describe):_____ _____ State of Incorporation/Residence: _____ _____	**Beneficial Owner 14:** Full Legal Name: _____ _____ Entity Type (if applicable): ☐ Corporation; ☐ Limited Liability Company ☐ General Partnership; ☐Limited Partnership; ☐Limited Liability Partnership; ☐ Trust; ☐ Other If Other (please describe):_____ _____ State of Incorporation/Residence: _____ _____
Beneficial Owner 15: Full Legal Name: _____ _____ Entity Type (if applicable): ☐ Corporation; ☐ Limited Liability Company ☐ General Partnership; ☐Limited Partnership; ☐Limited Liability Partnership; ☐ Trust; ☐ Other If Other (please describe):_____ _____ State of Incorporation/Residence: _____ _____	**Beneficial Owner 16:** Full Legal Name: _____ _____ Entity Type (if applicable): ☐ Corporation; ☐ Limited Liability Company ☐ General Partnership; ☐Limited Partnership; ☐Limited Liability Partnership; ☐ Trust; ☐ Other If Other (please describe):_____ _____ State of Incorporation/Residence: _____ _____

EXHIBIT C

AML BACKGROUND DOCUMENTATION

To comply with the applicable AML Laws, Subscriber must provide the following information:

1. Name of the bank where the account from which Subscriber's payment to the Company is being made ("**Wiring Bank**"): _____

2. Is the Wiring Bank located in the U.S. or another FATF Country (as listed on the FATF Website as of the date hereof)? Yes _____ No _____

3. Are you a customer of the Writing Bank? Yes _____ No _____

IF THE ANSWER IS "NO" TO ANY OF THE FOREGOING QUESTIONS, PLEASE CONTACT THE MANAGER. SUBSCRIBER WILL BE REQUIRED TO PROVIDE ADDITIONAL DOCUMENTATION PRIOR TO ACCEPTANCE OF SUBSCRIPTION.

DIVERSY FUND

WIRE INSTRUCTIONS

Please wire funds to:	Silicon Valley Bank 3003 Tasman Drive Santa Clara, CA 95054
ACH Routing Number:	121140399
Account No.:	3303834312
Name on Account:	DF Village Creek Partners LLC

750 B Street, Suite 1930 | San Diego, CA 92101
invoices@diversyfund.com
(858) 866-0217