

Name: _____

PPM No: _____



CEDARst Dev Fund Shareholder, LLC

\$50,000,000 in Membership Interests

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

February 6, 2024

CEDARst Dev Fund Shareholder, LLC

\$50,000,000 in Membership Interests

CEDARst Dev Fund Shareholder, LLC (the “Company”) is a Delaware limited liability company formed to make investments in real estate assets indirectly through CEDARst GP Development Fund, LLC, a Delaware limited liability company (the “Fund”). WAM Dev Fund, LLC, a Delaware limited liability company, will serve as the manager of the Company (the “Manager”).

The Company intends to invest all or substantially all of its assets in the Fund. As of the date of this Memorandum, it is anticipated that the Fund’s members will consist of the Company, the Manager and CEDARst Dev Fund Investor, LLC, a Delaware limited liability company and affiliate of the Manager (“Cedar Investor” and each member of the Fund, a “Fund Member”). The Fund may also accept capital from third-party investors and/or other affiliates of the Manager. Other members of the Fund may be subject to different terms than the Company, and future members of the Fund may also be admitted on terms different or more favorable than those upon which the Company invests in the Fund. The Fund will be managed by both the Company and Cedar Investor (the “Fund Managers”). Each of the Fund Managers will be managed by the Manager.

The Manager expects to capitalize the Fund with \$50,000,000 to \$75,000,000 through capital contributions from Fund Members in any ratio including all or none from either. The Company intends to offer and sell up to \$50,000,000 (expandable up to \$75,000,000 in the Manager’s sole discretion) (the “Maximum Offering Amount”) in membership interest (“Interests”) to persons that qualify as “accredited investors” as defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended (the “Securities Act”). Persons who purchase Interests in the Company will become members of the Company (“Members”).

This Confidential Private Placement Memorandum (as amended or supplemented from time to time, the “Memorandum”), relates to the offering of the Interests in the Company (the “Offering”). Any photocopying, disclosure, alteration or subsequent dissemination of the Memorandum in whole or in part, or any derivation thereof, by electronic mail or other means of transmission, is prohibited. By accepting delivery of the Memorandum each recipient, including his or her advisors and affiliates, agrees to the foregoing.

The minimum initial investment for the Interests is \$50,000; provided, however, that the Manager has the right, in its sole discretion, to accept subscriptions for less than \$50,000 for Interests.

All proceeds from subscriptions for Interests in the Company will be held in the Company’s bank account. The Company will continue to offer the Interests and Members generally will be accepted into the Company until the earlier of (i) the date the Company and/or Cedar Investor (in the aggregate) raise the Maximum Offering Amount, (ii) the first anniversary of the date of this Memorandum, subject to an additional six-month extension in the Manager’s sole discretion, and (iii) the date the Offering is terminated by the Manager in its sole discretion.

Arkadios Capital, LLC, a Georgia limited liability company (“Arkadios”), is the managing broker-dealer for this Offering. The Interests are being offered on a “best efforts” basis.

This investment involves a high degree of risk. See “RISK FACTORS” beginning on page 10 to read about risks you should consider before buying these Interests. You should purchase these Interests only if you can afford a complete loss of your investment.

The date of this Memorandum is February 6, 2024.

Arkadios Capital, LLC, as Managing Broker-Dealer

NOTE TO INVESTORS

THE INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, THE SECURITIES LAWS OF ANY U.S. STATE OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION (COLLECTIVELY, THE “SECURITIES LAWS”), NOR IS SUCH REGISTRATION CONTEMPLATED. NEITHER THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE “SEC”) NOR ANY OTHER U.S. OR NON-U.S. SECURITIES COMMISSION OR REGULATORY AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM OR APPROVED OR DISAPPROVED OF THE INVESTMENT DESCRIBED HEREIN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. UNDER THE SECURITIES LAWS, THE INTERESTS MAY NOT BE SOLD, PLEDGED OR TRANSFERRED UNLESS A REGISTRATION STATEMENT IS IN EFFECT OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. IN ADDITION, THE INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY CONTAINED IN THE AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT GOVERNING THE COMPANY (THE “LLC AGREEMENT”) AND DESCRIBED IN THIS MEMORANDUM.

PROSPECTIVE NON-U.S. INVESTORS WILL BE PROVIDED WITH A SUPPLEMENT TO THIS MEMORANDUM WITH LEGENDS APPLICABLE TO THEIR COUNTRY.

THIS OFFERING IS STRICTLY LIMITED TO PURCHASERS WHO ARE PURCHASING INTERESTS FOR THEIR OWN ACCOUNT FOR INVESTMENT AND NOT FOR RESALE. INTERESTS WILL BE SOLD ONLY TO PERSONS OR ENTITIES THAT QUALIFY AS “ACCREDITED INVESTORS” AS DEFINED IN REGULATION D UNDER THE SECURITIES ACT.

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

THE DISTRIBUTION OF THIS MEMORANDUM AND THE OFFER AND SALE OF INTERESTS IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAW. THIS MEMORANDUM IS SUBMITTED IN CONNECTION WITH THE PRIVATE PLACEMENT OF INTERESTS IN THE COMPANY AND DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY JURISDICTION TO ANY PERSON TO WHOM SUCH OFFER OR SOLICITATION WOULD BE UNLAWFUL. THE INTERESTS ARE OFFERED SUBJECT TO THE RIGHT OF THE COMPANY’S MANAGER TO REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART. INTERESTS THAT ARE ACQUIRED BY PERSONS NOT ENTITLED TO HOLD THEM MAY BE COMPULSORILY REDEEMED. THE MANAGER RESERVES THE RIGHT TO ACCEPT ALL OR A PORTION OF ANY SUBSCRIPTION FOR THE PURCHASE OF INTERESTS, AND NO INVESTOR WILL HAVE ANY RIGHTS WITH RESPECT TO THE COMPANY UNTIL SUCH INVESTOR’S SUBSCRIPTION HAS BEEN ACCEPTED BY THE MANAGER, AS EVIDENCED BY THE MANAGER’S COUNTERSIGNATURE ON THE SUBSCRIPTION DOCUMENTS (AS DEFINED BELOW).

THIS MEMORANDUM SHOULD BE READ IN CONJUNCTION WITH THE LLC AGREEMENT ATTACHED HERETO AS APPENDIX A, THE FUND LIMITED LIABILITY COMPANY AGREEMENT (“FUND AGREEMENT”) ATTACHED HERETO AS APPENDIX B, AND THE SUBSCRIPTION DOCUMENTS ATTACHED HERETO AS APPENDIX C (THE “SUBSCRIPTION DOCUMENTS”). TO THE EXTENT THAT STATEMENTS MADE IN THIS MEMORANDUM ATTEMPT TO SUMMARIZE PROVISIONS OF THE LLC AGREEMENT OR SUBSCRIPTION DOCUMENTS, SUCH STATEMENTS ARE QUALIFIED IN THEIR ENTIRETY BY, AND MUST BE READ SUBJECT TO, SUCH PROVISIONS. TO THE EXTENT THAT THERE IS ANY INCONSISTENCY BETWEEN THIS MEMORANDUM AND THE LLC AGREEMENT OR SUBSCRIPTION DOCUMENTS, THE PROVISIONS OF THE LLC AGREEMENT AND SUBSCRIPTION DOCUMENTS WILL CONTROL.

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

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

INVESTMENT IN THE INTERESTS WILL INVOLVE A HIGH DEGREE OF RISK DUE TO, AMONG OTHER THINGS, THE NATURE OF THE COMPANY'S INVESTMENTS. PROSPECTIVE INVESTORS SHOULD PAY PARTICULAR ATTENTION TO THE INFORMATION IN THE SECTION OF THIS MEMORANDUM ENTITLED "RISK FACTORS" BEGINNING ON PAGE 10. INVESTMENT IN THE COMPANY IS SUITABLE ONLY FOR SOPHISTICATED INVESTORS AND REQUIRES THE FINANCIAL ABILITY AND WILLINGNESS TO ACCEPT THE HIGH RISKS AND LACK OF LIQUIDITY INHERENT IN AN INVESTMENT IN THE COMPANY. INVESTORS IN THE COMPANY MUST BE PREPARED TO BEAR SUCH RISKS FOR AN INDEFINITE PERIOD OF TIME. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S INVESTMENT OBJECTIVES WILL BE ACHIEVED OR THAT INVESTORS WILL RECEIVE A RETURN OF THEIR CAPITAL.

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

ALL INFORMATION CONTAINED HEREIN, INCLUDING ANY ESTIMATES, PROJECTIONS OR PRO FORMA FINANCIALS, IS BASED UPON INFORMATION PROVIDED BY THE MANAGER OR THIRD PARTIES. CERTAIN ECONOMIC AND FINANCIAL MARKET INFORMATION CONTAINED HEREIN HAS BEEN OBTAINED FROM PUBLISHED SOURCES AND/OR PREPARED BY OTHER PARTIES. WHILE SUCH SOURCES ARE BELIEVED TO BE RELIABLE, NONE OF THE COMPANY, THE MANAGER, THEIR RESPECTIVE AFFILIATES NOR ANY OTHER PERSON ASSUMES ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AND NO REPRESENTATION OR WARRANTY IS MADE WITH RESPECT THERETO. UNLESS OTHERWISE SPECIFIED HEREIN OR IN A SUPPLEMENT, ALL INFORMATION CONTAINED IN THIS MEMORANDUM HAS BEEN COMPILED AS OF THE DATE SET FORTH ON THE COVER PAGE OF THIS MEMORANDUM.

ANY PROJECTIONS OR OTHER FORECASTS CONTAINED HEREIN ARE BASED ON SUBJECTIVE ESTIMATES AND ASSUMPTIONS ABOUT CIRCUMSTANCES AND EVENTS THAT HAVE NOT YET TAKEN PLACE, MAY NEVER TAKE PLACE, AND ARE SUBJECT TO MATERIAL VARIATION. ACCORDINGLY, THERE CAN BE NO ASSURANCE THAT ANY PROJECTED OR FORECASTED RESULTS WILL BE ATTAINED. TARGETED OR POTENTIAL PERFORMANCE RESULTS MAY NOT BE ACHIEVED

AND THERE CAN BE NO ASSURANCE THAT THE FUND OR INVESTORS IN THE FUND WILL ACHIEVE FAVORABLE RESULTS.

THIS MEMORANDUM CONTAINS “FORWARD-LOOKING” STATEMENTS AS DEFINED IN SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (THE “EXCHANGE ACT”). ANY STATEMENTS CONTAINED IN THIS MEMORANDUM THAT ARE NOT STATEMENTS OF HISTORICAL FACT MAY BE DEEMED TO BE FORWARD-LOOKING STATEMENTS. SUCH STATEMENTS INCLUDE, IN PARTICULAR, STATEMENTS ABOUT THE COMPANY’S PLANS, STRATEGIES AND PROSPECTS. THESE FORWARD-LOOKING STATEMENTS ARE NOT HISTORICAL FACTS BUT ARE THE INTENT, BELIEF, OR CURRENT EXPECTATIONS OF THE MANAGER REGARDING THE COMPANY’S BUSINESS, INDUSTRY, AND PROSPECTS. YOU CAN GENERALLY IDENTIFY FORWARD-LOOKING STATEMENTS BY THE USE OF FORWARD-LOOKING TERMINOLOGY, SUCH AS “MAY,” “ANTICIPATE,” “EXPECT,” “INTEND,” “PLAN,” “BELIEVE,” “SEEK,” “ESTIMATE,” “PRO FORMA,” “TARGET,” “CONTINUE,” “WOULD,” “COULD,” “SHOULD,” AND VARIATIONS OF THESE WORDS AND SIMILAR EXPRESSIONS. YOU SHOULD NOT RELY ON THESE FORWARD-LOOKING STATEMENTS BECAUSE THE MATTERS THEY DESCRIBE ARE SUBJECT TO KNOWN AND UNKNOWN RISKS, UNCERTAINTIES, AND OTHER UNPREDICTABLE FACTORS, MANY OF WHICH ARE BEYOND THE COMPANY’S CONTROL. THE COMPANY’S ACTUAL RESULTS, PERFORMANCE, AND ACHIEVEMENTS COULD BE MATERIALLY DIFFERENT FROM THAT EXPRESSED OR IMPLIED BY THESE FORWARD-LOOKING STATEMENTS. ALL FORWARD-LOOKING STATEMENTS INCLUDED HEREIN ARE BASED ON INFORMATION AVAILABLE ON THE DATE HEREOF AND NEITHER THE COMPANY, THE MANAGER, THEIR RESPECTIVE AFFILIATES NOR ANY OTHER PERSON ASSUMES ANY DUTY TO UPDATE ANY FORWARD-LOOKING STATEMENT.

ANY PRIOR INVESTMENT RESULTS BY THE COMPANY’S SPONSOR OR ANY OF ITS AFFILIATES CONTAINED IN THIS MEMORANDUM ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE NOT NECESSARILY INDICATIVE OF THE COMPANY’S POTENTIAL INVESTMENT RESULTS. PAST PERFORMANCE DOES NOT GUARANTEE FUTURE RESULTS.

TABLE OF CONTENTS

NOTE TO INVESTORS	i
EXECUTIVE SUMMARY	1
RISK FACTORS	10
BUSINESS AND MARKET OVERVIEW	33
MANAGEMENT	34
INTERESTS OF THE MANAGER AND ITS AFFILIATES	36
USE OF PROCEEDS FROM THE OFFERING	38
INVESTMENT OBJECTIVES AND CRITERIA	39
INVESTMENT UNDERWRITING	41
VALUATION POLICIES	43
PRIOR PERFORMANCE SUMMARY	44
CERTAIN TAX, SECURITIES, ERISA AND OTHER REGULATORY MATTERS	45
SUMMARY OF PRINCIPAL TERMS	67
PLAN OF DISTRIBUTION	82
HOW TO SUBSCRIBE	85
REPORTS TO MEMBERS.....	85
LITIGATION	86
PROFESSIONALS AND SERVICE PROVIDERS	86
LEGAL COUNSEL	86
EXPERTS	86
ELECTRONIC DELIVERY OF DOCUMENTS	86
WHERE YOU CAN FIND ADDITIONAL INFORMATION	87

Appendix A: LLC Agreement

Appendix B: Fund Agreement

Appendix C: Subscription Documents

Appendix D: Organizational Diagram

Appendix E: Confidential Investment Overview

EXECUTIVE SUMMARY

This executive summary highlights certain investment considerations relating to the Interests in the Company. It is not a substitute for reading this Memorandum in its entirety. The Manager may grant concessions to any investor in side letters without offering them to other Members in its sole and absolute discretion. This executive summary is subject to, and qualified by, the more detailed information appearing later in this Memorandum, including “RISK FACTORS” beginning on page 10. Key terms of the LLC Agreement are provided herein under “SUMMARY OF PRINCIPAL TERMS” beginning on page 67. The LLC Agreement, the Fund Agreement, and the Subscription Documents are attached hereto as Appendix A, Appendix B, and Appendix C, respectively. As used in this Memorandum, the term “Company” refers to CEDARst Dev Fund Shareholder, LLC, unless the context indicates otherwise.

- Company: CEDARst Dev Fund Shareholder, LLC, a Delaware limited liability company.
- Manager: WAM Dev Fund, LLC, a Delaware limited liability company.
- Sponsor: Cedar Street Companies LLC, an Illinois limited liability company.
- Offering: Up to \$50,000,000 (expandable up to \$75,000,000 in the Manager’s sole discretion).
- Offering Period: The period beginning on the date of this Memorandum and ending on the earlier of (i) the date the Company and/or Cedar Investor (in the aggregate) raise the Maximum Offering Amount, (ii) the first anniversary of the date of this Memorandum, subject to an additional six-month extension in the Manager’s sole discretion, or (iii) the date the Offering is terminated by the Manager in its sole discretion (the “Offering Period”).
- The Fund: CEDARst GP Development Fund, LLC, a Delaware limited liability company (the “Fund”). As of the date of this Memorandum, it is anticipated that the Fund’s members will consist of the Company, the Manager and at least one affiliate of the Manager, CEDARst Dev Fund Investor, LLC, a Delaware limited liability company (“Cedar Investor” and each a “Fund Member”). The Fund may also accept capital from third-party investors and/or other affiliates of the Manager. Other members of the Fund may be subject to different terms than the Company, and future members of the Fund may also be admitted on terms different or more favorable than those upon which the Company invests in the Fund. The Fund will be managed by both the Company and Cedar Investor (the “Fund Managers”). Each Fund Manager will be managed by the Manager.
- Company & Fund Investment Objectives: The Company intends to invest all or substantially all of its assets in the Fund. The Fund’s primary objectives are to (i) preserve the Members’ capital and (ii) generate returns commensurate with a strategy of (a) investing (indirectly through the Fund) primarily in institutional-scale, multi-family real estate assets located in top urban core markets within the United States, (b) land sites for purposes of developing multi-family real estate assets, and (c) to a lesser extent, investing up to 25% of its assets in management positions of companies holding stabilized multi-family real estate assets (collectively, such assets are referred to herein as the “Target Assets”). The Fund may also, to a limited extent, hold amounts in reserves for future investment in Target Assets or other Fund purposes, or invest such amounts in cash or cash equivalents (such reserves or investments, cumulatively with the Target Assets (as defined herein), to the extent acquired by the Fund, and whether directly or through joint ventures or other structures, the “Investments” or “Assets”). The Manager has identified two potential investments as described more fully in the section of this Memorandum captioned “SUMMARY OF PRINCIPAL TERMS” beginning on page 67.

Fund Investment Strategy:	The Company, indirectly through the Fund, intends to pursue its investment objectives by developing, owning, operating and disposing of multi-family real estate assets located in target markets, including, but not limited, to Washington, Oregon, California, Nevada, Texas, Georgia, North Carolina, Florida, Illinois, and Minnesota (each a “Target Market”). The Fund may acquire such Target Assets (as defined above under “Company & Fund Investment Objectives”) directly or indirectly through joint ventures.
Primary Use of Proceeds:	Proceeds from the sale of Interests will be used to: (i) fund the obligations of the Fund with respect to potential portfolio Investments, (ii) pay Placement Costs, Organization and Offering Expenses, and Company Expenses (each as defined on page 71 and 72, respectively), (iii) establish reserves, and (iv) pay off Fund obligations.
Target Leverage:	The Fund is targeting an initial portfolio leverage ratio between 50% and 60% (although some projects may employ higher leverage); however there will be no maximum leverage for any particular Investment or for the Fund as a whole.
Term:	The Fund intends to hold its Assets for a term of five years.
Investment Period:	The period following the first acceptance of capital from any source and ending approximately 24 months after the Offering Termination Date (as defined below), subject to an additional six month extension as approved by the Advisory Committee (as defined below).
Net Proceeds to Company from Purchase of Interests:	Net proceeds for purchased Interests will be calculated based on the purchased amount of such Interests after payment of Placement Costs attributable to such Interests, and prior to Organization and Offering Expenses. See “PLAN OF DISTRIBUTION” beginning on page 82.
Minimum Investment:	\$50,000, unless lesser amounts are permitted by the Manager in its sole discretion.
Fund Distributions:	Generally, distributable cash flow attributable to any Investment will be distributed by the Fund pro rata to the Fund Members in proportion to each Fund Member’s percentage interests, until each Fund Member has received cumulative distributions equal to such Fund Member’s unreturned capital contributions; and
Company Distributions:	Distributable Cash Flow (as defined below on page 70) generally will be distributed by the Company on a quarterly basis beginning after Target Assets are developed and stabilized, as applicable. Distributable Cash Flow will be in the following order of priority: (i) <i>Distributions of Distributable Cash. Pari Passu</i> to the Members in proportion to their respective portions of Aggregated Capital Commitments. (ii) <i>Distributions of Negotiated Promote.</i> (A) 80% to the Manager and (B) 20% to the Members, <i>pro rata</i> in accordance with their respective portion of the Aggregated Capital Commitments.

Each Member’s capital contributions to the Company are referred to herein as that Member’s “Capital Contributions.”

- Advisory Committee: The Fund intends to establish an advisory committee (the “Advisory Committee”) comprised of representatives of (i) each non-affiliated Fund Member and members of the Fund Managers who have committed to make a Capital Contribution (a “Commitment”) of at least \$15 million or more in aggregate investments in the Fund and who have agreed to appoint a representative to the Advisory Committee and (ii) other Fund Members and members of the Fund Managers who have been designated by the Manager (through the Fund Managers) in its sole and absolute discretion. There will be at least three and not more than seven voting members of the Advisory Committee. The Manager may also designate non-voting representatives, who, with the Manager, may be present at all Advisory Committee meetings. The Advisory Committee will review and resolve issues involving conflicts of interest related to purchases from or sales to the Manager and its affiliates and will also have the right to approve other matters described in the Fund Agreement and such other matters presented to the Advisory Committee by the Manager. Members of the Advisory Committee will be indemnified by the Fund and will be reimbursed for their out-of-pocket expenses as set forth in the Fund Agreement.
- Managing Broker-Dealer: Arkadios will serve as the managing broker-dealer for this Offering. The Company may also engage other Broker-Dealers for placement of the Interests as the Manager deems appropriate.

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

CEDARst Dev Fund Shareholder, LLC

Cedar Street Companies LLC, an Illinois limited liability company, is the sponsor (the “Sponsor”) of the Company and is owned and controlled by Alex Samoylovich, William Murphy and Mark Heffron (collectively with its affiliates, “CEDARst”). The Company’s investment objectives are to provide investors with capital preservation and capital appreciation. The Company intends to pursue its investment objectives by investing in CEDARst GP Development Fund, LLC, a Delaware limited liability company (the “Fund”), which was formed for the purposes of acquiring, developing, owning, operating and disposing of multi-family real estate assets (including real property or interests in real property (including equity in entities owning such interests)) located in diverse target markets throughout the United States. The Fund intends to hold its investments directly or indirectly through joint ventures and may, to a limited extent, also make other investments, including other commercial real estate or other business investments.

The Fund expects that it will make each investment, directly or indirectly, through one or more joint ventures (each, a “Joint Venture”) and/or special purpose entities (each, an “SPE”) created in connection with such investment, each of which will be a subsidiary of the Fund. The Fund will attempt to mitigate risk by investing in diverse geographic markets throughout the United States, including, but not limited to, Washington, Oregon, California, Nevada, Texas, Georgia, North Carolina, Florida, Illinois, and Minnesota (each a “Target Market”). The Fund will, at the discretion of the Fund Managers, seek to utilize debt at the Fund and/or Asset level to leverage its returns. The Fund is described in greater detail in the Confidential Investment Overview attached hereto as Appendix E.

The maximum capitalization for the Company is expected to be \$50,000,000, expandable up to \$75,000,000 in the Manager’s sole discretion, through capital contributions from Fund Members in any ratio including all or none from either. The Company will be managed and advised by the Manager.

With respect to direct investments by the Fund, Flats LLC, an Illinois limited liability company owned and controlled by Alex Samoylovich, William Murphy and Mark Heffron, and an affiliate of the Manager (the “Property Manager”), will manage the Fund’s Assets. In joint-venture investments, the Fund may rely on the joint-venture

partner to manage such Assets. Arkadios, an unaffiliated registered broker-dealer, will serve as the managing broker-dealer (the “Managing Broker-Dealer”) for this Offering.

Fees and other payments to affiliates of the Sponsor are described in “– Fees and Other Payments to Fund & Broker Dealer Affiliates” below and the sections of this Memorandum captioned “INTERESTS OF THE MANAGER AND ITS AFFILIATES,” “PLAN OF DISTRIBUTION” and “SUMMARY OF PRINCIPAL TERMS – Transaction Fees.”

CEDARst

CEDARst is a national multi-family developer established in 2009. Headquartered in Chicago, with offices in San Diego and Miami, CEDARst employs over 130 employees across its integrated model which includes: development, design, general contracting and property management. Its founders are seasoned real estate professionals with combined experience in excess of 75 years. CEDARst manages \$4 billion in real estate across eight states throughout the United States. CEDARst is committed to providing high quality, well-managed housing, at affordable prices.

CEDARst and its affiliates provide investment services, asset management, development and construction/renovation management for residential assets located throughout the United States.

The Manager believes that CEDARst’s vertically and horizontally integrated investment, management and servicing platform will provide the Company, and indirectly the Fund, with a competitive advantage by enabling the Company, through its relationship with CEDARst, to source and service commercial real estate investment opportunities in the United States and generate above-market, risk-adjusted returns.

Investment Objectives

The Company intends to invest all or substantially all of its assets in the Fund. The Fund’s primary objectives are to (i) preserve the Members’ capital and (ii) generate returns commensurate with a strategy of (a) investing (indirectly through the Fund) primarily in institutional-scale, multi-family real estate assets located in top urban core markets within the United States, and (b) to a lesser extent, investing up to 25% of its assets in management positions of companies holding stabilized multi-family real estate assets (collectively, such assets are referred to herein as the “Target Assets”). The Fund may also, to a limited extent, hold amounts in reserves for future investment in Target Assets or other Fund purposes, or invest such amounts in cash or cash equivalents (such reserves or investments, cumulatively with the Target Assets (as defined herein), to the extent acquired by the Fund, and whether directly or through joint ventures or other structures, the “Investments” or “Assets”).

Market Opportunity

The Manager believes the critical shortage of housing supply in America presents a generational opportunity to create value. Systemic factors have led to undersupply of all housing types, while economic factors drive demand to the rental sector. As housing affordability has gained political prominence, new policy is easing development in the most constrained markets. The Manager believes that there is opportunity to acquire and develop new multifamily housing inventory where the Manager anticipates demand for such housing to be in excess of existing supply.

Investment Highlights

Competitive Yield

The Fund will seek to build a portfolio that balances current income with the potential to produce competitive, risk-adjusted capital appreciation. The Fund, and as a result the Company, intends to pay a quarterly distribution from net cash flow from operations after the Deployment Period. The “Deployment Period” means, with respect to the Company, the period commencing on the Initial Closing date and ending on the four (4) year anniversary of such date.

Experienced Management Team

The Fund's management team (the "Management Team") has an extensive history of underwriting, purchasing, developing, managing and disposing of multi-family projects. Since 2009, CEDARst has invested over \$800 million in real estate assets. See "MANAGEMENT – Management Team" for biographies of the Fund's Management Team.

Strong Track Record

CEDARst has extensive multi-family acquisition, development and operating experience. Since its inception in 2009, the firm has acquired and managed more than \$4 billion in multi-family projects. See sections captioned "Management" and "Prior Performance Summary" for additional information regarding CEDARst and its track record.

Alignment of Incentives

Key members of the Management Team may invest in the Company or Fund, either individually or through wholly controlled entities or trusts. These investments will be along the same terms and conditions as the other Members or Fund Members, as applicable, aligning the interests of such Management Team members with the Fund's investors.

Investment Discipline

CEDARst analyzes each investment through a detailed and rigorous market analysis and financial projection model. Potential investments generally are required to meet some or all of the following criteria:

- Development investments within strong urban core markets with strong demographics that contain significant housing shortages. CEDARst's standard Class A multi-family investment represents a mixed-use property comprised of 175 to 500 residential units. It intends to target urban in-fill locations with additional local tax incentives.
- Significant, sustainable demand drivers within the geographic Target Market.
- Positive feasibility assessment determined by the Investment Committee.
- Appropriate property-level leverage.

Investment Committee

The Fund intends to form an Investment Committee comprised initially of Mark Heffron, Alex Samoylovich, and Will Murphy, each a key officer of CEDARst Companies. The Investment Committee will screen investment opportunities and oversee investment decision making on all proposed and active investments by the Fund. Members of the Investment Committee will be chosen by the Manager based on their specific industry knowledge and investment qualifications.

New acquisitions, dispositions and other material capital decisions affecting the Investments of the Fund will be reviewed and approved by the Investment Committee. A unanimous vote will be required to act on any issue brought before the Investment Committee.

Compensation of the members of the Investment Committee will be borne by the Manager, but any expenses incurred by such members for site visits shall be expenses of the Fund and reimbursable to the members by the Fund.

Investment Screening

The Investment Committee will meet on a regular basis to initially review opportunities that have been presented for investment. This pre-approval process will be performed before performing extensive due diligence in order to minimize broken-deal due diligence expenses.

In order to evaluate multifamily real estate investment opportunities, the Investment Committee will evaluate opportunities based on information provided by CEDARst that will generally include some or all of the following:

- Historical and projected financial analysis with detailed assumptions and relevant supporting information, along with a performance sensitivity analysis;
 - A discussion of the investment risks and rewards;
 - Market penetration and competitive landscape analysis;
 - Any third-party market reports;
 - A description of the property and market, including an analysis of barriers to entry;
 - Photographs and maps; and
- Any supporting documentation, such as letters of intent, term sheets, financing proposals, and brand property improvement plans.

Due Diligence and Underwriting

Once the Investment Committee has performed the initial screening and authorized the Sponsor or a designated affiliate to proceed to more detailed due diligence and an underwriting analysis, the Sponsor (or the designated affiliate) will engage in an appropriate level of due diligence that may include, as available and necessary:

- Physical site visits to the site locations and comparable properties with a particular focus on the competitive position of the Asset;
 - Analysis of property operating reports and financial statements;
 - Environmental and engineering reports performed by nationally or regionally recognized firms identifying any required capital improvements for zoning and code compliance, including ADA compliance; and
 - Legal and financial analysis of the capitalization and debt and equity instruments in the capital stack.

Information gathered in the due diligence process will likely then be used by the Sponsor to develop an initial detailed cash flow projection model and debt service coverage model. Underwriting analysis includes, as applicable:

- Required detailed scope, development costs, capital expenditure estimation (taking into account current construction conditions), deficiency findings of third-party engineering reports.
- Development and acquisition capital structuring, incorporating discussions regarding financing costs with potential third-parties that may participate in the investment, provide financing for the Fund's investment, or provide other financing within the capital structure of the Asset.

The final model is utilized to determine whether the Asset will meet the Fund's target investment profile. Assets that meet the Fund's target investment profile will be sent to the Investment Committee for approval with an underwriting package.

Operational Asset Management

The Manager will be responsible for acting as the Fund's representative with respect to the Fund's Assets and, through a contractual relationship with various affiliates and third-party service providers, will provide administration and accounting services. Specific examples of typical asset management undertakings include the following:

- Monitoring industry reports and financial trends of the Assets underlying the Fund's investments and their comparative sets on a monthly and quarterly basis;
- Monitoring and managing payment of property taxes, reserves and insurance;
- Tracking performance of the Assets underlying the Fund's investments;
- Monitoring technical and monetary defaults and taking an aggressive or liberal stance depending on the scenario; and
- Sell/hold analyses that combine historical and forecasted performance with a pro-forma disposition at various dates, to better forecast the moment at which the Fund will have extracted maximum value.

Prior Investment Performance of the Manager's Affiliates

CEDARst and its principals and affiliates have what the Manager believes to be an exceptional investment track record, having managed more than \$4 billion in 65 multifamily projects as of the date of this Memorandum.

Development Experience

Of CEDARst's 65 investments through the date of this Memorandum, 15 have been ground-up developments comprised of 65 multifamily projects. The remainder are adaptive reuse multi-family projects, two office buildings, and one self-storage facility. All 65 investments have been developed by affiliates of CEDARst.

Full-Cycle Investments

To date, 28 of CEDARst's investments have been sold, producing a 39% gross internal rate of return with respect to such transactions. See "PRIOR PERFORMANCE SUMMARY" for a detailed track record and explanations.

Fees and Other Payments to the Managing Broker-Dealer

For placement services relating to this Offering, the Company will pay the following fees and other expenses to the Managing Broker-Dealer with respect to the sale of Interests attributable to the Managing Broker-Dealer:

- Selling commissions in an amount up to 6.0% of the gross proceeds from the sale of the Interests.
- Managing dealer fee in an amount up to 1.0% of the gross proceeds from the sale of the Interests.

- Marketing and diligence allowance fee in an amount up to 1.0% of the gross proceeds from the sale of the Interests.
- Wholesaling fees in an amount up to 2.0% of the gross proceeds from the sale of the Interests.

The Managing Broker-Dealer may, from time to time, at the request of certain participating broker-dealers or financial advisors, enter into agreements that provide for adjustments to the selling commissions and fees applicable to sales of Interests through such entities. In no event will the aggregate of the selling commissions, managing dealer fee, marketing and diligence allowance fee, and wholesaling fee attributable to Interests be greater than 10% of the gross proceeds from the sale of Interests sold by any entity. The aggregate amount of selling commissions, managing dealer fee and marketing and diligence allowance fee that the Company would pay would not be affected by this change. In addition or alternatively, the Managing Broker-Dealer may enter into agreements that provide for decreased selling commissions or fees, with no corresponding increase in another commission or fee. Under this arrangement, the aggregate amount of selling commissions, managing dealer fee, marketing and diligence allowance fee, and wholesaling fee attributable to Interests that the Company would pay would be less than 10% of the gross proceeds from the sale of the Interests sold by such entity, reducing the effective purchase price per Interest paid by such investor. The net proceeds to the Company will not be affected by either of these arrangements. Information about the amount of selling commissions charged by a broker-dealer or financial advisor (including whether the broker-dealer or financial advisor has negotiated adjusted selling commissions, managing dealer fee and marketing and diligence allowance fee) is available from the broker-dealer or financial advisor.

As a result of the foregoing fees, the net proceeds to the Company from the Interests will be less than the gross proceeds to the Company from this Offering.

Fees and Other Payments to Fund & Broker Dealer Affiliates

The Fund intends to pay the Sponsor, the Manager and various affiliates fees and reimbursements for various services provided to the Fund and its subsidiaries, including an asset management fee (the “Asset Management Fee”), payable quarterly in arrears, equal to two percent (2.0%) of all committed capital.

The Manager also intends to pay CAPADV DEV I LLC, a Florida limited liability company, an affiliate of the Sponsor, a portion of the Carried Interest up to five percent (5.0%) of the Negotiated Promote received by the Manager.

Each property owning subsidiary of the Fund will pay certain project related fees to the Manager and various affiliates, such as (i) a construction management fee (up to and but not greater than one percent (1.0%) of the development budget), (ii) a development fee (up to but not greater than three percent (3.0%) of the total development budget) and (iii) a design fee (up to but not greater than one percent (1.0%) of the total development budget) (the “Project Fees”) commencing with the closing of the acquisition of the respective property to be acquired or developed.

Where affiliates of the Manager provide services as a managing broker-dealer or selling group member, the Company may pay such affiliate fees and reimbursements for the services attributable to such party in amounts up to the amounts paid to the Managing Broker-Dealer, as set forth above. The Company currently intends to pay an affiliate of the Manager a wholesaling fee in an amount equal to two percent (2.0%) of the gross proceeds from the sale of the Interests.

If the Manager or any of its affiliates deems it to be in the best interest of the Fund to provide guarantees, then the Fund shall pay to such guarantor (a “Guarantor”) a one-time, up-front guarantee fee equal to one percent (1.0%) of the guaranteed amount. If there is more than one Guarantor, then the guarantee fee shall be apportioned pro rata among the Guarantors.

The Manager and certain of its affiliates may provide services relating to the Fund’s investments or operations, such as transaction support services (including but not limited to coordinating with brokers, lawyers, accountants and other advisors, assembling relevant information, conducting financial and market analyses, and coordinating closing procedures), construction and development management, asset disposition services and property management services. Associated with such services, the Fund may retain the services of the Sponsor and certain of

its affiliates for accounting, tax preparation, finance (including but not limited to budget preparation and preparation and maintenance of corporate models), treasury, operational coordination, risk management and insurance, legal and compliance, and other similar operational matters. Any fees or expense reimbursements paid to the Sponsor and its affiliates for any such services will not reduce the Asset Management Fee. For more information regarding the specific fees payable to the Manager or its affiliates, see the section of this Memorandum titled “INTERESTS OF THE MANAGER AND ITS AFFILIATES – Fees Payable to Affiliates” beginning on page 36.

The Company generally will also reimburse the Manager and its affiliates for various expenses incurred on behalf of the Company and its subsidiaries including, but not limited to, the following:

- Organization and Offering Expenses incurred by the Manager or any affiliate of the Manager on behalf of the Company; provided, however, that organization expenses exceeding two percent (2.0%) of the gross proceeds from the sale of Interests will not be reimbursed by the Company.
- All Company expenses, including internal legal and accounting expenses, incurred by them for the benefit of the Company and will also advance funds to the Manager or its affiliates to pay for costs incurred in connection with the pursuit and acquisition of each Investment for the Fund.

The Manager will pay for any Organization and Offering Expenses that are not reimbursed by the Company. Interests in the Company that are sold to the Manager or its affiliates will not be subject to Asset Management Fees, Placement Costs, or carried interest. See “INTERESTS OF THE MANAGER AND ITS AFFILIATES” and “SUMMARY OF PRINCIPAL TERMS” for a more detailed description of the fees, reimbursements, and other payments the Company will pay.

RISK FACTORS

An investment in the Company is highly speculative and involves a high degree of risk, including the risk of loss of a Member's entire investment. An investment in the Company is suitable only for sophisticated investors who fully understand and are capable of bearing the risks of an investment in the Company as a Member. No guarantee or representation is made that the Company will achieve its investment objectives or that Members will receive a return on or even of their capital. The following describes certain risks and potential conflicts of interest. However, this list is not, and is not intended to be, an exhaustive list or a comprehensive description of the types of risks that any Member in the Company may encounter, and other risks and conflicts not discussed below may arise in connection with the management and operation of the Company. Prospective investors should be aware that because the Company, indirectly through the Fund, intends to invest primarily in commercial real estate assets, risks related to other potential Investments are not included below. Prospective investors should also read and carefully consider "CERTAIN TAX, SECURITIES, ERISA AND OTHER REGULATORY MATTERS." Risk factors have been divided into categories; however, some risk factors may be relevant to more than one category. Prospective investors are thus urged to read this entire section. The use of "we" and "our" in this section shall be interpreted to mean the "Company," the "Fund," and the "Manager" as appropriate, and the use of "you" should be interpreted to mean the "Investor" or "prospective Investor" as appropriate.

Risks Related to our Business

Inability to Find Suitable Investments

The identification of attractive Assets in which to invest is difficult and involves a high degree of uncertainty. We can provide no assurance that we will be able to identify and complete investments that meet the Company's investment objectives or that we will be able fully to invest the Company's available capital during the term of our investment period. We have identified two potential investments as described more fully in the section of this Memorandum captioned "SUMMARY OF PRINCIPAL TERMS" however, we have not yet identified all of the assets the Company will acquire with proceeds from this Offering and acquisition of an interest in the Identified Assets is not guaranteed. Except for assets described herein or described in one or more supplements to this Memorandum, you will have no opportunity to evaluate the terms of transactions or other economic or financial data concerning our Assets. You must rely entirely on the oversight of our Manager and the abilities of the Management Team. See "MANAGEMENT – Management Team." There is no guarantee that we will be successful in obtaining suitable Assets on financially attractive terms or that our objectives will be achieved.

Reliance on Key Persons

Just as we will depend on the investment management expertise of the Manager and the Sponsor, that entity will in turn depend upon the efforts of the Management Team, in particular William Murphy, Mark Heffron and Alex Samoylovich. We can provide no assurances that any of our key personnel will continue their association with us. None of the members of our Management Team will have employment agreements with us. The loss of any key person could harm our business, financial condition, cash flow and results of operations. If we lose or are unable to obtain the services of key personnel, our ability to implement our investment strategy could be delayed or hindered.

In addition, none of the Company, the Fund or the Manager will be required to maintain "key person" life insurance on any member of our Management Team. Thus, the Fund's performance may materially suffer if one or more of the members of senior management should cease to serve as officers of the Manager or its affiliates.

Inability to Effectively Execute on Strategy

Our ability to execute on our strategy depends upon our Management Team's business contacts and their ability to successfully exploit those contacts to source, assess, acquire and actively manage the Assets. Our performance also will be subject to the availability of attractive Assets and our ability to acquire such Assets on satisfactory terms. In deciding whether to make an investment, we will make certain assumptions regarding the expected future performance of the subject Asset. However, properties may fail to perform as expected, and the costs necessary to successfully own and operate such properties may exceed our expectations, which may result in our failure to achieve targeted returns.

In particular, such activities could pose the following risks to our ongoing operations:

- we may abandon such activities and may be unable to recover expenses already incurred in connection with exploring such opportunities;
- Assets may not initially have a positive impact on our operations and cash flow, and we may not successfully manage properties to meet our expectations;
- we may be unable to quickly, effectively and efficiently integrate new acquisitions, particularly acquisitions of portfolios of properties, into our existing operations or the operations of our affiliates;
- if we undertake re-development, repositioning, renovation, or re-branding activities, such activities may not be completed on schedule or within our budget, which could result in our incurring debt, other costs and realizing lower revenues; and
- the Management Team's attention may be diverted by our acquisition, re-development, repositioning, or re-branding activities, which may adversely impact other Assets in our portfolio.

The occurrence of any of the foregoing events, among others, could materially and adversely affect our business and ability to effectively execute on our strategy.

Real Estate Development Projects

A decision to invest in land or buildings for development will be made based upon certain assumptions about the cost of development, time periods for completion of various phases of development, and the market value of the developed product. While there may be past development or operating history on which to base these assumptions, many factors may change, resulting in such assumptions being untrue. Such conditions may contribute to reduced demand for the finished product due to competition, economic factors or default, or changes in the capital markets, such as interest rates or the availability of capital. To the extent development costs are financed, an investment will be subject to real estate financing risks. Building construction or site development entails risks related to materials and labor cost increases, work stoppages or delays, regulatory delays, failure of performance or defective materials or workmanship by contractors and suppliers, unforeseen weather and unforeseen land conditions. Such risks can be mitigated to some extent by obtaining performance bonds, construction and development guaranties, letters of credit and/or liens on assets under construction. No assurance can be given, however, that any of the foregoing will be obtained or, if obtained, will be adequate to cover any loss resulting from any such risks. Any cost overruns, construction delays or ramp-up delays would have an adverse impact on the Company's operations and cash flow.

Competition for Acquisitions

Our success as a whole depends on the Sponsor's ability to identify available suitable Assets. The process of identifying and purchasing real estate is highly competitive and involves a high degree of uncertainty. We will be competing for investment opportunities with many other real estate investment investors, including individuals, other real estate funds, financial institutions (such as mortgage banks, pension funds, insurance companies, and real estate investment trusts), and other institutional investors, many of which may have a different tolerance for risk or have substantially greater financial resources to acquire Assets than are available to us. This competition increases as investments in real estate become increasingly attractive relative to other forms of investment. As a result of such competition, we may be unable to acquire certain Assets that we deem attractive or the purchase price may be significantly elevated or other terms may be substantially more onerous. Thus, the availability of Assets will be subject to market conditions and other factors outside the control of the Sponsor. Any delay or failure on our part to identify, negotiate, finance on favorable terms and consummate such acquisitions could materially impede our growth.

High Rates of Inflation Could Reduce Returns

During 2021, inflation began to increase with significant increases in 2022 and 2023. If our costs were to become subject to significant inflationary pressures, we may not be able to fully offset such higher costs. Additionally, to the extent inflation reduces investment returns to the Company, it could reduce the effective returns to our Members.

Possible Inability to Obtain Financing

The success of our growth strategy depends on access to capital through use of excess cash flow, capital contributions and the use of leverage (i.e., borrowings). Financing our investment strategy will require significant capital beyond Members' Capital Contributions. From March 2022 through July 2023, in an effort to combat inflation that is at multi-decade highs, the U.S. Federal Reserve steadily and aggressively increased interest rates. This has caused commercial lenders to increase their interest rates and tighten their lending standards. As noted above, we cannot predict how credit and capital markets will behave in the future. Continued and future volatility and uncertainty in the stock and credit markets may negatively impact our ability to access debt financing for our capital needs, including expansion, acquisition activities, and other purposes, on favorable terms or at all, which may negatively affect our business. In addition, several banks and other institutions that historically have been reliable sources of financing for real estate properties have gone out of business or been acquired, which has reduced significantly the number of lending institutions and the availability of credit. Continued volatility and uncertainty in the stock and credit markets may negatively impact our ability to access debt financing on favorable terms or at all, which may negatively affect our business.

If we are forced to spend larger amounts of capital to acquire, operate, maintain or renovate properties than we anticipate and do not have access to other financing, then our ability to acquire additional Assets could be limited and our profitability could be impaired. Similarly, our Sponsor may not be able to access the capital it needs to fund its growth strategy, which could impair our ability to compete effectively and harm our business.

Additionally, uncertainty in the credit markets may in the future render us unable to refinance or extend any debt we incur, or the terms of any refinancing may not be as favorable as the terms of our then-existing debt. If we are not successful in refinancing our debt when it becomes due, we may be forced to dispose of our Assets on disadvantageous terms, which might adversely affect our ability to service other debt, meet our other obligations and generate distributable cash to our Members. Volatility and illiquidity in the credit markets may cause us to seek potentially less attractive financing and may require us to adjust our business plan accordingly.

Our ability to acquire properties to create a diversified portfolio of Assets will likely be limited if we cannot obtain satisfactory debt financing, which will depend on credit market conditions. We cannot assure you that we will be able to obtain debt financing on favorable terms or at all.

Debt Service and Interest Could Adversely Impact Results

We intend to use leverage to finance our growth. While the Sponsor is targeting an initial portfolio leverage ratio of less than 60% (although some projects may employ higher leverage), our governing documents do not set a maximum leverage for any particular investment or for the Fund as a whole. As a result, we may incur substantial debt, including secured debt, in the future. Incurring substantial debt could subject us to many risks, including the risks that:

- operating cash flow will be insufficient to make required payments of principal and interest;
- our leverage may increase our vulnerability to adverse economic and industry conditions;
- we may be required to dedicate a substantial portion of our cash flow from our Assets to payments on our debt, thereby reducing cash available for distribution to our Members, funds available for operations, future business opportunities or other purposes;
- we may be placed at a competitive disadvantage compared to our competitors that have less debt;
- terms of any refinancing, if available, will not be as favorable as the terms of the debt being refinanced (see “— Inability to Refinance Debt” below); and
- the terms of our debt may limit our ability to incur further borrowings or to make distributions to our Members.

Debt Covenants Could Restrict Our Ability to Execute on Strategic Plans

The financing we expect to incur in the future will contain customary covenants such as those that limit our ability, without the prior consent of the relevant lender, to further encumber the applicable Asset or to discontinue insurance coverage. Our ability to borrow under a credit facility that we may obtain will be subject to compliance with financial and other covenants, including covenants relating to debt service coverage ratios and leverage ratios. In addition, our loan agreements may contain negative covenants that restrict, among other things, our ability to incur additional indebtedness, sell or otherwise dispose of a property, refinance a property or make distributions to our Members.

In addition, our failure to comply with such covenants, as well as our inability to make required payments, could cause a default under the applicable debt agreement, which could result in the acceleration of the debt and require us to repay such debt with capital obtained from other sources, which may not be available to us or may be available only on unattractive terms (see “– Inability to Refinance Debt” below). Furthermore, if we default on secured debt, lenders can take possession of the Asset or Assets securing such debt. In addition, while we will attempt to limit them, debt agreements may contain specific cross-default provisions, particularly with respect to portfolio acquisitions, which would give a lender the right to declare a default on its debt and to enforce remedies, including acceleration of the maturity of such debt upon the occurrence of a default under such other indebtedness. If we default on several of our debt agreements or any significant debt agreement, we could be materially and adversely affected.

Inability to Refinance Debt

We anticipate that the Company, indirectly through the Fund, will dispose of at least some of our Assets before the underlying debt matures. However, we can provide no assurance that we will be able to execute on this strategy, and we may be required to refinance our debt. We may refinance our debt by incurring additional or replacement debt or disposing of Assets. Covenants applicable to our debt could impair our planned investment strategy and, if violated, result in a default. If we are unable to refinance our debt on acceptable terms, we may be forced to dispose of Assets on disadvantageous terms, potentially resulting in losses to us and adversely affecting cash available for distributions to our Members. In addition, if then prevailing interest rates or other factors at the time of refinancing result in higher interest rates upon refinancing, our interest expense would increase, which would further adversely affect our future operating results and liquidity. To the extent we cannot meet any future debt service obligations, we will risk losing to foreclosure some or all of our Assets that are pledged to secure our obligations.

Impact of Higher Interest Rates

Higher interest rates could increase debt service requirements of any floating or fixed rate debt that we incur upon acquisition or refinancing. If interest rates are higher than we expect, our underwriting and ability to execute our strategic plan as anticipated could be adversely affected.

Because we intend to use debt to finance our growth, the Fund and Company are subjected to additional risks related to prevailing interest rates. In recent years, interest rates remained at relatively low levels on a historical basis and the U.S. Federal Reserve maintained the federal funds target range at 0.0% to 0.25% for much of 2020 and 2021. Since January 1, 2022, and through the third quarter of 2023, the Federal Reserve’ Federal Open Markets Committee has continually raised the federal funds rate. While Federal Reserve officials recently indicated that interest rates may hold steady for the remainder of 2023, the recent increase in basis points has caused interest rates from commercial lenders to rise. Additionally, the current geopolitical environment in Europe provides yet another layer of uncertainty around the actions that the Federal Reserve or other central bankers might take. Market interest rates are affected by many factors outside of our control, including governmental monetary policies, domestic and international economic conditions, inflation, deflation, recession, changes in unemployment, the money supply, international disorder and instability in domestic and foreign financial markets. Rising interest rates create downward pressure on the price of real estate, increase the cost and reduce the availability of debt financing for the transactions the Fund and Company intend to pursue and decrease the value of fixed-rate debt investments made by the Fund, each of which may have an adverse impact on our business. We cannot predict with a high degree of accuracy the timing or amount of future interest rate changes.

Increased costs of borrowing could also cause us to reconsider the purchase and subsequent development of certain Assets, the terms of any such purchase, or the mix of debt and equity we employ in connection with such

purchase. Such issues are expected to be more prevalent in a heightened interest rate environment. Such heightened interest rate environment may lead (and leading indicators suggest that it has already led) to a contraction or weakening in the debt financing market or other adverse changes relating to the terms of debt financing (such as, for example, higher equity requirements and/or more restrictive covenants). If such trends continue, particularly in the area of acquisition financings for commercial real estate transactions, it could have a material adverse impact on our business because of less attractive debt terms, increased cost of capital, and the limitation on the deduction of business interest expenses. We may face increased competition from strategic buyers of assets who may have an overall lower cost of capital or the ability to benefit from a higher amount of cost savings following an acquisition, and we may have difficulty completing acquisitions or developments and may experience depressed operating revenues, each of which could lead to a decrease in our profits or an increase in any losses.

In addition, if the Fund or Company are unable to obtain committed debt financing for potential acquisitions, can only obtain debt financing at an increased interest rate, or can only obtain debt financing on unfavorable terms, the Fund and Company would likely employ a higher mix of equity to acquire Assets, which may adversely affect our ability to generate profitable operations and exits from such Assets.

Impact of Interest-Only and Adjustable Rate Indebtedness

We may finance our Asset acquisitions using interest-only mortgage indebtedness. During the interest-only period, the amount of each scheduled payment will be less than that of a traditional amortizing mortgage loan. The principal balance of the mortgage loan will not be reduced (except in the case of prepayments) because there are no scheduled monthly payments of principal during this period. After the interest-only period, we will be required to either make scheduled payments of amortized principal and interest or to make a lump-sum or “balloon” payment at maturity. These required principal or balloon payments will increase the amount of our scheduled payments and may increase our risk of default.

Impact of Interest Rate Hedging Activities

We may obtain in the future, or certain lenders may require that we enter into, one or more forms of interest rate protection – in the form of swap agreements, interest rate cap contracts or similar agreements – to hedge against the possible negative effects of interest rate fluctuations. These agreements involve the risks that these arrangements may fail to protect or adversely affect us because, among other things:

- interest rate hedging can be expensive, particularly during periods of rising and volatile interest rates;
- available interest rate hedges may not correspond directly with the interest rate risk for which protection is sought;
- the duration of the hedge may not match the duration of the related liability;
- the credit quality of the hedging counterparty owing money on the hedge may be downgraded to such an extent that it impairs our ability to sell or assign our side of the hedging transaction; and
- the hedging counterparty owing money in the hedging transaction may default on its obligation to pay.

As a result of any of the foregoing, our hedging transactions, which would be intended solely to limit losses, could have a material adverse effect on us. In addition, any such hedge agreements would subject us to the risk of incurring significant non-cash losses on our hedges due to declines in interest rates if our hedges were not considered effective under applicable accounting standards.

Joint Venture Risks

The Company, indirectly through the Fund, is permitted to co-invest with third parties through joint ventures or other entities to acquire Assets. In such event, we may not be in a position to exercise sole decision-making authority regarding the Asset or the joint venture or other entity. Such co-investments may involve risks not present in investments where a third party is not involved, including the possibility that a co-venturer may at any time have economic or business interests or goals that are inconsistent with those of the Company, or may be in a position to

take action contrary to the Company's investment objectives (including as a result of the existence of consent or other rights that may not be present in other investment structures). Such investments may pose the risk of impasses on decisions, such as a sale, because neither we nor the other party would have full control over the investment. In addition, such investments may involve risks not otherwise present with other methods of investment, including, for example, the possibility that a co-venturer in an investment might suffer financial or other difficulties and might become bankrupt or fail to fund its share of capital contributions. As a result, the Company may be unable to fully realize its expected return on any such Asset. Furthermore, in certain circumstances the Company may be liable for actions of its co-venturers. Any of the above might subject an Asset to liabilities in excess of those contemplated or otherwise adversely affect the Asset and thus reduce the Company's returns. In addition, disputes between us and co-venturers may result in litigation or arbitration that would increase our expenses and prevent our Management Team members from focusing their time and effort on our business.

It is anticipated that the Fund will engage in joint ventures or other investment vehicles (the "Property Holdco LLCs") with non-affiliated third-party limited partners (each a "Limited Partner LLC"). The Limited Partner LLCs are not identified at this time. The Company plans to update investors once Limited Partner LLCs are identified for the Property HoldCo LLCs. Because the Limited Partner LLC relationships have not been established at this time, the Managing Broker-Dealer is not able to verify or conduct due diligence on the Limited Partner LLCs before the time of Limited Partner investments.

Internal Controls

If we fail to establish and maintain an effective system of integrated internal controls, we may not be able to accurately report our financial results. We will be required to provide reliable financial statements and reports to our Members. To monitor the accuracy and reliability of our financial reporting, our Sponsor has established a hierarchy and internal controls framework to mitigate risk. However, we can provide no assurances that such procedures will be adequate to provide reasonable assurance to our Members regarding the reliability of our financial reporting and the preparation of our financial statements. In addition, we will require that our management companies with whom we do business establish controls and procedures designed to ensure that revenues and expenses are properly recorded at the Asset level. If we or our service providers fail to implement and comply with proper overall controls, we could fail to meet our reporting obligations. In addition, the existence of a material weakness or significant deficiency could result in errors in our financial statements that could require a restatement, cause us to fail to meet our reporting obligations, result in increased costs to remediate any deficiencies, attract lawsuits and cause Members to lose confidence in our reported financial information, leading to their exercise of certain rights (e.g., claim that there has been a Breach of Standard of Conduct (as defined below on page 75) and attempt to liquidate the Company).

Distressed Assets and Bankruptcy

We may acquire Assets from companies in distressed situations, which may result in us becoming involved as a creditor in bankruptcy cases. In addition, we may purchase securities or Assets of, or claims against, companies in bankruptcy. Many of the events within a bankruptcy case are adversarial and often beyond the control of the creditors. While creditors generally are afforded an opportunity to object to significant actions, there can be no assurance that a bankruptcy court would not approve actions that may be contrary to the interests of the Company. For example, with respect to mortgaged properties based on ground lease interests, a ground lease could be terminated in a bankruptcy proceeding notwithstanding lender protection provisions contained in the ground lease or in the mortgage.

Generally, the duration of a bankruptcy case can only be roughly estimated. The reorganization of a company usually involves the development and negotiation of a plan of reorganization, plan approval by creditors, and confirmation by the bankruptcy court. This process can involve substantial legal, professional and administrative costs to the company in bankruptcy, as well as to the Company; it is subject to unpredictable and lengthy delays.

The debt of companies involved in a financial reorganization will in most cases not pay current interest and may not accrue interest during the reorganization. Investments in the debt of companies involved in a bankruptcy reorganization can result in a total loss of the Asset.

U.S. bankruptcy law permits the classification of "substantially similar" claims in determining the classification of claims in a reorganization for purposes of voting on a plan of reorganization. Because the standard

for classification is vague, there exists a significant risk that the Company's influence with respect to a class of claims can be lost by the inflation of the number and the amount of claims in, or other gerrymandering of, the class. In addition, certain administrative costs and claims that have priority over the claims of certain creditors (for example, claims for taxes) may be quite high.

We would run additional risks in bankruptcy to the extent that certain of our Assets may be subordinated to senior lenders, and, in the case of mezzanine loans, such Assets may be treated solely as equity in limited circumstances. Furthermore, distributions made to the Company in respect of such Assets, and distributions we make to our Members and Manager, could be recovered if such distributions are found to be a "fraudulent conveyance" (which does not require a finding of actual fraud) or a preferential payment under the U.S. Bankruptcy Code. Bankruptcy laws may delay our ability to realize on collateral for loan positions we hold or may adversely affect the priority of such loans through doctrines such as equitable subordination or may result in a restructuring of the debt through principles such as the "cram down" provisions of the bankruptcy laws. Subordinate lenders are typically required to enter into inter-creditor or other agreements with senior lenders or senior noteholders, and also to enter into such agreements in connection with participation and syndication interests. These agreements would deprive the subordinate lenders of any influence in the bankruptcy proceedings. For example, in the event of a default under a syndication or participation interest, typical inter-creditor language would provide that most of the important mortgage loan control rights (including the right to approve a workout plan for the property) are exercised by majority voting rights, with certain fundamental rights requiring unanimous approval. In the event of a default under the mortgage loan above a subordinate debt interest, most of the important mortgage loan control rights (including the right to approve a workout plan for the property) reside with the first loss note holder, who would generally retain these rights unless certain trigger events occur. Thus, the Company may be deprived of any control or influence over its investment if the entity in which the Company invested files for bankruptcy protection.

Disruptions in Financial Markets and Uncertain Economic Conditions

Market conditions can change quickly, potentially negatively impacting the value of real estate investments. Disruptions in the financial markets and uncertain economic conditions could adversely affect the values of our investments. Furthermore, declining economic conditions could negatively impact commercial real estate fundamentals and result in declining values in our real estate portfolio, which could have the following negative effects on us:

- the values of our investments in commercial properties could decrease below the amounts paid for such investments; and/or
- revenues from our properties could decrease, making it more difficult for us to meet our debt service obligations on debt financing.

All of these factors could adversely affect our financial condition, results of operations and our ability to make distributions to our Members.

Past Performance is Not Necessarily Indicative of Future Results

This Memorandum includes data relating to the past performance of assets sponsored by the Sponsor and its affiliates. Although the assets described were acquired and are managed by members of our Management Team, those assets were acquired and operated on behalf of other entities with different investment objectives and risk profiles than the Company, and likely in a different economic environment than the current economic environment. Although CEDARst has extensive experience owning, operating, managing and developing real estate assets, the current dislocations in the real estate industry are the result of unprecedented measures, such as shelter-in-place requirements and travel bans, put in place by state governments and municipalities in order to slow the spread of the coronavirus. Therefore, the past performance of prior investments is not necessarily indicative of our future results, and we can provide no assurances that we will be able to replicate or improve upon the performance of prior assets.

Cybersecurity Risks

A cyber incident is considered to be any adverse event that threatens the confidentiality, integrity, or availability of our information resources. These incidents may be an intentional attack or an unintentional event and

could involve gaining unauthorized access to our information systems for purposes of misappropriating assets, stealing confidential information, corrupting data or causing operational disruption. The result of these incidents may include disrupted operations, misstated or unreliable financial data, liability for stolen assets or information, increased cybersecurity protection and insurance costs, litigation and damage to our business reputation. As our reliance on technology has increased, so have the risks posed to our information systems, both internal to our Sponsor and its affiliates and those that have been outsourced. There is no guarantee that any processes, procedures and internal controls our Sponsor implements will prevent cyber intrusions, which could have a negative impact on our financial results, operations, business relationships, or confidential information.

General Risks Related to the Real Estate Industry

Illiquidity of Real Estate

Real estate investments are relatively illiquid. As a result, we may not be able to sell an Asset or Assets quickly or on favorable terms in response to changing economic, financial and investment conditions or changes in a property's operating performance when it otherwise may be prudent to do so. We cannot predict whether we will be able to sell any property we put on the market for sale for the price or on the terms set by us, or whether any price or other terms offered by a prospective purchaser would be acceptable to us. We also cannot predict the length of time needed to find a willing purchaser and to close the sale of a property. We may be required to expend funds to correct defects or to make improvements before a property can be sold, and we cannot provide any assurances that we will have funds available to correct such defects or to make such improvements. Our inability to dispose of Assets at opportune times or on favorable terms could adversely affect our cash flows and results of operations.

Fixed Costs

Many costs, such as real estate taxes, insurance premiums, and maintenance costs, generally are not reduced when a property is not fully occupied, rental rates decrease, or other circumstances cause a reduction in revenues. In addition, newly acquired or renovated properties may not produce the revenues we anticipate immediately, or at all, and the property's operating cash flow may be insufficient to pay the operating expenses and debt service associated with such new property. If we are unable to offset real estate costs with sufficient revenues across our portfolio, our operating results and our ability to make distributions to our Members may be adversely affected.

Ground Leased Properties

Certain of the Assets that we may acquire may be on land owned by a governmental entity or other third party, while we own a leasehold, permit, or similar interest. This means that while we have a right to use the property, we do not retain fee ownership in the underlying land. Accordingly, with respect to such Assets, we will have no economic interest in the land or buildings at the expiration of the ground lease or permit. As a result, although we will share in the income stream derived from the lease or permit, we will not share in any increase in value of the land associated with the underlying property and may forfeit rights to assets constructed on the land, such as buildings and improvements, at the end of the lease. Further, because we do not completely control the underlying land, the governmental or other third-party owners that lease this land to us could take certain actions to disrupt our rights in such Assets or our property manager's operation of such Assets. While we do not think such interruption is likely, such events are beyond our control. If the entity owning the land under one of our Assets chose to disrupt our use either permanently or for a significant period of time, then the value of our Assets could be impaired.

Property Taxes

Real estate properties are subject to real and personal property taxes. These taxes may increase as tax rates change and as the properties are assessed or reassessed by taxing authorities. In particular, our property taxes could increase following our acquisition of an Asset as the Assets are reassessed. If property taxes increase, our financial condition, results of operations, and our ability to make distributions to our Members could be materially and adversely affected, and the value of an investment in the Company could decline.

Uninsured/Underinsured Losses

With respect to Investments we acquire, we intend to maintain comprehensive insurance, including liability, fire, and extended coverage, of the type and amount we believe are customarily obtained for or by retail property

owners. Furthermore, before making an investment in an entity owning a property, we would generally expect the property owner to maintain such insurance. However, we can provide no assurances that coverage will be available at reasonable rates or at all. Various types of catastrophic losses, like windstorms, earthquakes and floods, losses from terrorist activities such as those on September 11, 2001, the Orlando nightclub shooting on June 12, 2016, the Las Vegas mass shooting on October 1, 2017, or the Buffalo grocery store mass shooting on May 14, 2022, may not be insurable or may not be economically insurable. Business interruption insurance may be similarly unavailable. Even when insurable, these policies may have high deductibles and/or high premiums. Lenders may require such insurance, and the failure to obtain such insurance could constitute a default under loan agreements, which could have a material adverse effect on us.

In case of a substantial loss, the insurance coverage may not be sufficient to cover the full current market value or replacement cost of our lost or impaired Investment. Should an uninsured loss or a loss in excess of insured limits occur, we could lose all or a portion of the capital we have invested in an Investment, as well as the anticipated future revenue from the Investment. Additionally, certain catastrophic regional events, such as a hurricane, may cause insurance companies to default on their obligations under insurance contracts. For example, Hurricane Ian in 2022 had significant impacts on the insurance markets in the state of Florida. It was reported that some insurers were unable to pay claims resulting from Hurricane Ian and that some insurers ceased business operations or ceased operations in the state of Florida. Should a similar catastrophic event occur in any of the markets that the Fund conducts business, we may remain obligated for insured liabilities and face an entire loss. Inflation, changes in building codes and ordinances, environmental considerations, and other factors might also keep us from using insurance proceeds to replace or renovate a property after it has been damaged or destroyed. Under those circumstances, the insurance proceeds we receive might be inadequate to restore our economic position on the damaged or destroyed property, which could have a material adverse effect on us.

In addition, insurance risks associated with potential terrorist acts could sharply increase the premiums paid for coverage against property and casualty claims. With the enactment of the Terrorism Risk Insurance Program Reauthorization Act of 2019, United States insurers cannot exclude conventional chemical, biological, nuclear and radiation terrorism losses. These insurers must make terrorism insurance available under their property and casualty insurance policies; however, this legislation does not regulate the pricing of such insurance. Furthermore, this act expires by its terms on December 31, 2027. If we are unable to obtain such insurance policies at a reasonable cost, the ability to finance acquisitions or refinance properties when necessary or desirable could be impaired. In such instances, we may be required to provide other financial support, either through financial assurances or self-insurance, to cover potential losses. We may not have adequate coverage for such losses, which could have a material adverse effect on us.

Unknown Liabilities

The properties that we may acquire may be subject to unknown or contingent liabilities for which we may have no recourse, or only limited recourse, against the prior owners or responsible parties. In general, the representations and warranties provided under the transaction agreements related to the purchase of the properties we acquire may not survive the completion of the transactions. Furthermore, indemnification under such agreements may be limited and subject to various materiality thresholds, a significant deductible, or an aggregate cap on losses. As a result, there is no guarantee that we will recover any amounts with respect to losses due to breaches by such parties of their representations and warranties. In addition, the total amount of costs and expenses that may be incurred with respect to liabilities associated with these properties may exceed our expectations, and we may experience other unanticipated adverse effects, all of which may materially and adversely affect us.

Americans with Disabilities Act and Safety Regulations

Real estate properties generally are subject to the Americans with Disabilities Act of 1990 (the “ADA”). Under the ADA, all places of public accommodation are required to meet certain federal requirements related to access and use by disabled persons. Compliance with the ADA’s requirements can require removal of access barriers and various other modifications to properties, and non-compliance could result in the U.S. government imposing fines or in private litigants winning damages. Although we intend to invest in Assets that are substantially in compliance with the ADA, as applicable, we may incur additional costs of complying with the ADA at the time of acquisition and from time-to-time in the future to stay in compliance with any changes in the ADA. A number of additional federal, state and local laws exist that also may require modifications to our Assets, or restrict certain further renovations thereof,

with respect to access thereto by disabled persons. Additional legislation may impose further obligations or restrictions on owners with respect to access by disabled persons. If we were required to make substantial modifications to our properties to comply with the ADA or other changes in governmental rules and regulations, our ability to make distributions to our Members could be materially and adversely affected.

Multifamily properties also are subject to various federal, state, and local regulatory requirements, such as state and local fire and life safety requirements. If we fail to comply with these requirements, we could incur fines or private damage awards. We do not know whether existing requirements will change or whether compliance with future requirements would require significant unanticipated expenditures that would affect our cash flow and results of operations. If we incur substantial costs to comply with these other safety regulations and requirements, our financial condition, results of operations, the value of an investment in the Company, our cash flows, and our ability to satisfy our debt obligations and to make distributions to our Members could be materially and adversely affected.

Environmental Liabilities

Our Assets will be subject to various U.S. federal, state and local environmental laws that impose liability for contamination. Under these laws, governmental entities have the authority (or alternatively, responsible parties may have the authority following the performance of governmental required cleanup) to require us, as the indirect owner of a property, to perform or pay for the cleanup of contamination (including hazardous substances, asbestos and asbestos-containing materials, waste or petroleum products) at, on, under, or emanating from the property and to pay for natural resource damages arising from such contamination. Such laws often impose liability without regard to whether the owner or operator or other responsible party knew of, or caused, such contamination, and the liability may be joint and several. Because these laws can also impose liability on persons who owned a property at any time on or after it became contaminated, it is possible we could incur cleanup costs or other environmental liabilities even after properties are sold. Contamination at, on, under, or emanating from our Assets also may expose us to liability to private parties for costs of remediation and/or personal injury or property damage. In addition, environmental laws may create liens on contaminated sites in favor of the government for damages and costs it incurs to address such contamination. If contamination is discovered on our properties, environmental laws also may impose restrictions on the manner in which the properties may be used or businesses may be operated, and these restrictions may require substantial expenditures. Moreover, environmental contamination can affect the value of a property and, therefore, an owner's ability to borrow funds using the property as collateral or to sell the property on favorable terms or at all. Furthermore, persons who sent waste to a waste disposal facility, such as a landfill or an incinerator, may be liable for costs associated with cleanup of that facility.

In addition, our Assets will be subject to various federal, state, and local environmental, health and safety laws and regulations that address a wide variety of issues, including, but not limited to, storage tanks, air emissions from emergency generators, storm water and wastewater discharges, lead-based paint, mold and mildew, and waste management. Some of our Assets may routinely handle and use hazardous or regulated substances and wastes as part of their operations, which substances and wastes are subject to regulation (e.g., swimming pool chemicals). We will incur costs to comply with these environmental, health, and safety laws and regulations and could be subject to fines and penalties for non-compliance with applicable requirements.

Assets we acquire may have lead paint, and we may have to implement an operations and maintenance program at such properties. We can provide no assurance that we will not incur any material liabilities as a result of the presence of lead paint at our Assets.

Assets we acquire may contain, or may have contained, asbestos-containing material ("ACM"). Federal, state, and local environmental, health and safety laws require that ACM be properly managed and maintained, and include requirements to undertake special precautions, such as removal or abatement, if ACM would be disturbed during maintenance, renovation, or demolition of a building. Such laws regarding ACM may impose fines and penalties on building owners, employers, and operators for failure to comply with these requirements. In addition, third parties may seek recovery from owners or operators for personal injury associated with exposure to asbestos-containing building materials.

Liabilities and costs associated with environmental contamination at, on, under or emanating from our Assets, defending against claims related to alleged or actual environmental issues, or complying with environmental, health and safety laws could be material and could materially and adversely affect us. We can make no assurances that

changes in current laws or regulations or future laws or regulations will not impose additional or new material environmental liabilities or that the current environmental condition of our Assets will not be affected by our operations, the condition of the properties in the vicinity of our Assets, or by third parties unrelated to us. The discovery of material environmental liabilities at our Assets could subject us to unanticipated significant costs, which could significantly reduce or eliminate our profitability and the cash available for distribution to our Members.

Risks Relating to Anchor Tenants.

Any tenant occupying a large portion of the gross leasable area of a retail center, commonly referred to in the retail sector as an anchor tenant, may become insolvent, may suffer a downturn in business or may decide not to renew its lease. Any of these events would result in a reduction or cessation in rental payments to us and would adversely affect our financial condition. A lease termination by an anchor tenant could result in lease terminations or reductions in rent by other tenants whose leases permit cancellation or rent reduction if another tenant's lease is terminated.

Competition with other Retail Channels

Any of our retail tenants renting commercial space in an Asset will face potentially changing consumer preferences and increasing competition from other forms of retailing, such as discount shopping centers, outlet centers, upscale neighborhood strip centers, catalogues and other forms of direct marketing, discount shopping clubs, internet websites and telemarketing. Other retail centers within the market area of an Asset will compete with the Asset for customers, affecting their tenants' cash flows and thus affecting their ability to pay rent. In addition, some of our tenants' rent payments may be based on the amount of sales revenue that they generate. If these tenants experience competition, the amount of their rent may decrease. If our retail tenants are unable to make timely rent payments to us, our operating cash flows could be adversely affected.

Risks Related to our Organization and our Structure

No Operating History

The past performance of previous investments of the Manager's affiliates cannot be relied upon as an indicator of the Company's or Fund's future performance or success. As of the date of this Memorandum, the Company and Fund have not commenced substantial operations or acquired any Assets. Accordingly, the Company and Fund have no Assets or operating history from which prospective Members may evaluate likely performance. We can provide no assurance, even with the existing Management Team in place, that the Company will be profitable or that any particular return will be achieved.

Reliance on Affiliates of the Manager and Sponsor

Both the Company and Fund will depend on the resources made available to the Manager and the Sponsor by their affiliates to select Assets and conduct the Company's and Fund's operations. Adverse developments in the financial health of those affiliates could hinder the Manager's and the Sponsor's ability to successfully manage the Company's and Fund's operations and Assets. Some of these affiliates may serve as the general partner or manager of other CEDARst-sponsored programs and may have contingent liability for the obligations of such programs or may face claims from investors. If such liabilities affected the level of services that the Manager and the Sponsor could obtain from their affiliates, the Company's and Fund's operations and financial performance could suffer as well, which would limit the Company's ability to make distributions and decrease the value of an investment in the Company.

Limitations on Transfers of Interests

The Interests will not be registered under the Securities Act or any state securities laws and may not be transferred unless an exemption from registration under applicable federal and state securities laws is available and the written consent of the Manager has been obtained, which consent, except in limited circumstances, may be withheld in the Manager's sole discretion. The Interests are not divisible and may not otherwise be encumbered, except with the prior written consent of the Manager, which consent may be withheld in the Manager's sole and absolute discretion. In addition, other than distributions by the Company, Members may not make full or partial withdrawals from the Company prior to the final liquidation and termination of the Company. As a result, Members may be required to hold their Interests for the entire term of the Company.

Exculpation and Indemnification Provisions

Certain exculpation and indemnification provisions contained in the LLC Agreement may limit the rights of action otherwise available to the Members and other parties against the Manager, the Sponsor, and/or any employees and affiliates of the Manager and the Sponsor absent such provisions in the LLC Agreement. The Manager and its affiliates do not have fiduciary duties to the Members except as described therein.

If the Company is unable otherwise to meet its obligations, the Members may be required to repay to the Company, or to pay to creditors of the Company, distributions previously received by them. In addition, Members may be required to pay to the Company amounts that are required to be withheld by the Company for tax purposes to the extent such withholding payment obligations are greater than the offsetting distributions (plus interest thereon).

In connection with the disposition of an Asset, the Company and/or the Fund may be required to make representations about its Assets typical of those made in connection with the sale of any property. The Company, indirectly through the Fund, may also be required to indemnify the purchasers of such Asset to the extent that any such representations turn out to be inaccurate, incorrect, or misleading. These arrangements may result in contingent liabilities, which might ultimately have to be funded by the Members to the extent that the Members have received prior distributions from the Company.

No Management Rights by Members

The Members will have no right or power to participate directly in the management or control of the business of the Company and thus must depend solely on the Manager and the Sponsor to make investments meeting the broad criteria of possible Assets in which the Company may invest. Further, the Manager has broad discretion to change the Company's investment strategy without any prior approval from the Members. In addition, through the LLC Agreement, the Members will be required to arbitrate disputes with the Manager and its affiliates and will have more limited causes of action against the Manager and its affiliates than might otherwise be the case absent such provisions.

Availability and Timing of Distributions

There are many factors that can affect the availability and timing of cash distributions to Members. Distributions generally will be based upon such factors as the amount of cash available or anticipated to be available from investments in Assets, current and projected cash requirements, and tax considerations. As we may receive income attributable to our Assets at various times during our fiscal year, distributions paid may not reflect our income earned in that particular distribution period. The amount of cash available for distributions will be affected by many factors, such as our ability to make acquisitions as offering proceeds become available and the income from those Assets, as well as our operating expense levels and many other variables. Actual cash available for distribution may vary substantially from estimates and from period to period. We cannot assure you that we will achieve investment results that will allow us to make a specified level of cash distributions.

Impact of Fees and Expenses

Identifying attractive investment opportunities and performing due diligence with respect to prospective investments will require significant expenditures that will be borne by the Company, indirectly through the Fund, whether or not the Asset is acquired. In addition, acquiring Assets may require the Company, indirectly through the Fund, to participate in auctions or other forms of competitive bids, which are also expected to require significant expenditures, including expenses relating to legal fees, the fees of third-party advisors, and other costs. Moreover, even after investments are made, the returns may not be realized by the Members for a period of several years. Regardless of these factors, the Fund will be required to pay the Asset Management Fee.

Furthermore, affiliates of the Manager are expected to perform services for the Company and Fund in connection with the selection, acquisition, management and disposition of the Assets. They will be reimbursed for out-of-pocket expenses and may be paid certain fees, which are in addition to the Asset Management Fee. Payment of fees will result in immediate dilution to the value of your investment and will reduce the amount of cash available for investment in Assets. Payment of fees increases the risk that the amount available for distribution to Members upon a liquidation of the Fund's portfolio would be less than the purchase price of the Interests in this Offering. See "INTERESTS OF THE MANAGER AND ITS AFFILIATES" and "SUMMARY OF PRINCIPAL TERMS."

Impact of Target Life of the Company

We may make investments that may not be advantageously disposed of prior to the target date for dissolving the Company or Fund. Although the Manager expects Assets will be disposed of prior to such time, the Manager may be unable to sell an Asset for the price, on the terms or in the time frame it desires. Such inability to dispose of Assets at the desired time could reduce the Company's cash flow and cause our performance to suffer. In addition, the Manager has the ability to extend the term of the Company, in its sole and absolute discretion; provided the term will not be extended beyond December 31, 2047. As a result, if the term of the Company is extended past the target date for dissolving the Company and the Company cannot redeem your Interests as described above, you may be required to hold your investment in the Company longer than anticipated.

Investment Company Act of 1940

The Manager does not intend to cause the Company to register as an investment company under the Investment Company Act of 1940, as amended (the "Investment Company Act"), in reliance on an exclusion or exemption therefrom. If the Company is required to register as an investment company under the Investment Company Act, it could not continue its business plan, which may significantly reduce the value of the Interests. We intend to conduct our operations so that the Company does not meet the definition of "investment company" set forth in Section 3(a)(1) of the Investment Company Act or is exempt from regulation as an "investment company" pursuant to Section 3(c)(5)(C) of the Investment Company Act. If the Company were required to register as an investment company under the Investment Company Act, the Company would be required to comply with numerous additional regulatory requirements and operational restrictions, which could adversely restrict operations and reduce distributions to Members.

Investment Advisers Act of 1940

None of the Manager, the Sponsor, or any of their affiliates are presently registered with the SEC as an investment advisor under the Investment Advisers Act of 1940, as amended (the "Advisers Act"). Accordingly, investors in the Company will not have the benefit of the substantive investor protection provisions of the Advisers Act.

For additional information on these matters, see "CERTAIN TAX, SECURITIES, ERISA AND OTHER REGULATORY MATTERS – United States Securities Laws – Investment Advisers Act of 1940."

Combination or Layering of Risk Factors

Although the various risks discussed herein are generally described separately, prospective investors should consider the potential effects of the interplay of multiple risk factors. Where more than one significant risk factor is present, the risk of loss to an investor may be significantly increased.

USA PATRIOT Act, Corporate Transparency Act and Other Regulations

The Company may be subject to the U.S. Bank Secrecy Act, as amended by the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "USA PATRIOT Act"), the Corporate Transparency Act (the "CTA"), and other anti-money laundering, anti-terrorism, and similar laws and regulations adopted by the U.S. and other jurisdictions. The USA PATRIOT Act requires subject businesses to establish anti-money laundering compliance programs that must include policies and procedures to verify investor identity at account opening and to detect and report suspicious transactions to the government. Institutions subject to the USA PATRIOT Act must also implement specialized employee training programs, designate an anti-money laundering compliance officer and submit to independent audits of the effectiveness of the compliance program. Compliance with the USA PATRIOT Act may result in additional financial expenses for the Company and may subject us to additional liability. The Company's failure to comply with applicable regulations of the Treasury Department's Office of Foreign Assets Control (OFAC) could have similar or additional negative consequences to those under the USA PATRIOT Act.

The CTA, which became law on January 2, 2021 as part of the National Defense Authorization Act for Fiscal Year 2021, requires certain companies called "Reporting Companies" to disclose information regarding their ultimate

beneficial ownership. It is expected that the Company and/or the Fund will be treated as one or more Reporting Companies. Beneficial ownership refers to the real, natural person or persons that own and control an entity at the point of formation, determined based on whether an individual either (i) exercises “substantial control” over the entity’s activities, (ii) owns or controls at least 25% of the ownership interests in the entity, or (iii) receives “substantial economic benefits” from the entity’s assets. Failure to meet disclosure requirements under the CTA could result in large fines or criminal penalties. The Financial Crimes Enforcement Network (“FinCEN”), a bureau of the United States Department of the Treasury, will administer the CTA. Because the CTA is a new law, its full application is still relatively uncertain. On September 29, 2022, FinCEN published final regulations (the “CTA Regulations”) that clarify and elaborate on the provisions of the CTA. Pursuant to the CTA Regulations, it is anticipated that the CTA will become effective, and its disclosure requirements will become mandatory, on January 1, 2024 (subject to further regulations or other administrative guidance). An investor may become subject to the CTA’s disclosure requirements by virtue of its investment in, or level of control over, the Company. Pursuant to the CTA Regulations, the CTA will apply to individual investors who, directly or indirectly, either (i) exercise substantial control over the Company or (ii) own or control at least 25% of the ownership interests of the Company. In the event that the CTA’s disclosure requirements apply to an investor, the Company and the Manager will disclose to FinCEN the following information pertaining to such investor: (1) full legal name, (2) date of birth, (3) current address, (4) unique identifying number (e.g., a passport number or driver’s license number), and (5) an image of the document from which the unique identifying number in clause (4) is obtained that includes such number and a photograph of the applicable individual (each of the foregoing, “Beneficial Ownership Information”).

It is important to note that these disclosures of Beneficial Ownership Information will not be made public. Instead, these disclosures will be made directly to FinCEN. A Notice of Proposed Rulemaking released by FinCEN on December 16, 2022 (the “Proposed Access Rule”) states that FinCEN may, under certain circumstances, provide access to Beneficial Ownership Information to (i) federal government agencies; (ii) state, local, or tribal agencies, upon court authorization; (iii) foreign law enforcement agencies, certain foreign judicial and prosecutorial officials, and competent authorities; (iv) financial institutions, for the purpose of facilitating customer due diligence requirements; (v) federal functional regulators, for the purpose of assessing financial institutions’ compliance with customer due diligence requirements; and (vi) the Department of the Treasury, for general official purposes, including for tax administration purposes. The Proposed Access Rule also provides for the re-disclosure of Beneficial Ownership Information in certain cases. As the Proposed Access Rule is not yet finalized, its parameters for the disclosure and re-disclosure of Beneficial Ownership Information are subject to change. FinCEN has collected public comments on the Proposed Access Rule and is expected to publish a final version of the Proposed Access Rule in the coming months. Pursuant to the CTA, the inadvertent or otherwise unlawful disclosure of Beneficial Ownership Information can result in civil or criminal penalties.

Any persons owning (directly or indirectly) at least 25% of the aggregate Membership Interests will be obligated to provide certain information and/or documentation to the Company’s compliance officer so that the Company can ensure compliance with its obligations under the CTA. Additionally, to further ensure that the Company complies with its obligations under the CTA, Members will be required to provide any applicable information and/or documentation to the Company’s compliance officer to determine whether such Member (or any of its direct or indirect owners) has “substantial control” over the Company. See “CERTAIN TAX, SECURITIES, ERISA AND OTHER REGULATORY MATTERS – Anti-Money Laundering Requirements and Regulations.”

Impact of Diverse Investor Base

The Members may include taxable and tax-exempt entities and may include parties organized or residing in various jurisdictions. As a result, conflicts of interest may arise in connection with decisions made by the Manager that may be more beneficial for one type of Member than for another type of Member. Assets appropriate for the Company, the Manager will consider the investment objectives of the Company as a whole, not the investment objectives of any individual Member.

Risks Related to this Offering

The Offering Price Bears No Relationship to Net Asset Value

The offering price of the Interests offered hereby was not established on an independent basis and bears no relationship to the Company’s net asset value (“NAV”) per Interest, or to any other established criteria for valuing the Interests. The Manager does not intend to adjust the offering price during the Offering Period. Accordingly, the

offering price at any given time may be higher or lower than the actual NAV per Interest. Moreover, the offering price is likely to be higher than the amount you would receive if we were to liquidate at this time because of the fees paid or payable in connection with the organization of the Company and the Offering of the Interests, and the offering price may be significantly more than the price at which the Interests would trade if they were listed on an exchange or actively traded by broker-dealers.

Possibility of Raising Less Capital than Anticipated

While we are targeting a capital raise of up to \$50,000,000 (expandable up to \$75,000,000 in the Member's sole discretion), there is no assurance that the Company will raise that amount of capital. Moreover, there is no minimum amount that we must raise before we begin accepting subscriptions from investors in this Offering. Accordingly, it is possible that the Company could raise substantially less than the Maximum Offering Amount. If we raise less capital than anticipated, the Company could be less diversified than the Manager intends, which would increase the risk of an investment in the Company.

Failure to Diversify

There is no assurance as to the degree of diversification that will be achieved in the Assets, either by the geographic region or particular type of asset. In addition, the Company may invest in a limited number of very large Assets as there is no restriction on the amount of capital the Company may invest in a particular Asset. Because we expect to concentrate our investments in the real estate sector, we will be subject to risks inherent in investments in real property. For example, the potential effects on our revenues and cash available for distribution to our Members resulting from a slowdown in the real estate industry (or any applicable specific sector thereof) could be more pronounced than if we had more fully diversified our investments. We could be subject to increased exposure from economic and other competitive factors should a concentration of Assets be held within a particular geographic area. To the extent general economic conditions worsen in one or more of these geographic areas, or if any of these areas experience a natural disaster, the value of our portfolio could be adversely affected. There is no assurance, however, that multiple and more diverse Assets will not effectively result in losses by one or more Assets that offset or exceed any profits achieved by other Assets. Accordingly, there is no assurance that multiple Assets will be any more successful than fewer or even one Asset and that the Company will be able to invest in a diversified array of Assets. As a consequence, the returns realized by the Company as a whole may be adversely affected by the performance of any number of Assets.

Blind Pool Offering

As of the date of this Memorandum, although the Manager has identified the Identified Investments as potential investments for the Company, indirectly through the Fund, the Manager has not acquired any Assets or identified all of the Assets that it will use proceeds of this Offering to acquire. You will be relying on the ability of the Manager and the Sponsor to decide on the desirability of Assets. The Manager's ability to achieve the Company's investment objectives depends upon the performance of the Manager and the Sponsor in the identification and acquisition of well performing Assets and the completion of any necessary financing arrangements. Because the Manager has not yet identified all of the Assets the Company will indirectly acquire as of the date hereof, the Members will not have the opportunity to evaluate the relevant economic, financial and other information that the Manager will use in identifying and purchasing Assets on behalf of the Company, which makes an investment in the Company more speculative than in a specified fund or in, for example, another investment vehicle (such as a publicly listed real estate investment trust ("REIT")) that already owns assets. Furthermore, this lack of information about future property acquisitions, combined with the illiquid nature of Interests in the Company and the restrictions on transfers under the LLC Agreement, may make it more difficult for a Member to sell its Interests promptly or at all.

Projections and Estimates are Speculative and are Based Upon a Number of Assumptions

Any projected, estimated or pro forma financial results prepared for the Company, Fund, or their operations have not been independently reviewed, analyzed, or otherwise passed upon, nor have they been prepared in accordance with generally accepted accounting principles ("GAAP"). In addition, actual results may vary materially and are subject to future events and circumstances that can materially affect these estimates. Such "forward-looking" statements are based on various assumptions, which assumptions may prove to be incorrect. Such assumptions include, but are not limited to (i) the future status of local and regional economies, (ii) anticipated demand, (iii)

anticipated level of interest rates, (iv) availability of mortgage financing, (v) anticipated real estate tax rates and other operating expenses, (vi) the cost and availability of adequate casualty insurance, and (vii) the ability of the Investments to operate profitably. Accordingly, there can be no assurance that such estimates, assumptions and statements will accurately predict future events or actual performance. Any projections or estimates of cash flow and all other materials or documents supplied by the Manager and its affiliates should be considered speculative and are qualified in their entirety by the assumptions, information and risks disclosed with such projections and in this Memorandum. Investors are advised to consult with their own independent tax and business advisors concerning the validity and reasonableness of the factual, accounting and tax assumptions. No representations or warranties whatsoever are made by the Manager, the Company, their affiliates or any other person or entity as to the future profitability of the Company or Fund or the results of making an investment in the Interests.

Subsequent Closings' Dilution

Members subscribing for Interests at Subsequent Closings and Members increasing their capital contributions will participate in existing Investments of the Company, diluting the interest of existing Members therein. Although at each Subsequent Closing, Members will be required to fully contribute their capital contributions (or additional capital contribution), there can be no assurance that this methodology will result in either previously admitted Members or Subsequent Closing Members receiving the benefit of changes in the value of Investments unrelated to their date of admission or increase of their capital contribution. Accordingly, Members may suffer dilution arising from subsequent closings.

Failure to Meet Securities Registration Exemptions

The Interests will not be registered under the Securities Act or any state "blue sky" securities laws. The Manager is structuring this Offering to comply with exemptions from the registration and qualification requirements of those laws. If we fail to qualify for those exemptions, or from exemptions from the registration and reporting requirements of the Exchange Act, we could be required to make rescission offers, to register the Offering, to register the Interests, and/or to comply with the reporting requirements of the Exchange Act. In addition, the Sponsor could face civil and criminal actions. Any of these circumstances would result in a significant increase in the Company's expenses, which would reduce the value of your investment and our ability to make distributions to our Members.

Unregistered Offering

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

The Company, the Manager, the Sponsor and their affiliates have been (and in the future may be) represented by Morris, Manning & Martin, LLP in connection with the formation of the Company and all related activities. No Member other than a one affiliated with the Manager (an "Affiliated Member") has been (or will be) represented by Morris, Manning & Martin, LLP in connection with any aspect of the Offering and formation of the Company. It is also contemplated that Morris, Manning & Martin, LLP and other attorneys, accountants and consultants who have previously performed services for the Manager and its affiliates may in the future perform services for the Company, the Manager and their respective affiliates that are unrelated to the Company's formation, this Memorandum and Company activities. The LLC Agreement provides that neither Morris, Manning & Martin, LLP nor any other attorney or consultant may be disqualified from representing the Manager, the Company or any of their affiliates in any related or unrelated matter by reason of such multiple representation.

No Public Market

There is currently no, and may never be a, public market for the Interests. In the absence of an active trading market, you may be unable to resell your Interests at the time and for the price you desire.

Unanticipated Risks and Material Adverse Effects

The risk factors discussed herein are not intended to address all conceivable risks associated with an investment in the Company. Other risks, unknown at this time, may also become factors that detrimentally impact the Company and its Members. In addition, certain possibilities are known but considered unlikely. The Manager has broad authority with respect to the Company and the Fund and while events and circumstances that are known but considered unlikely, or unknown events or circumstances, could develop that could materially adversely affect a Member as a result of its investment in the Company.

Side Letters

The Manager may, on its own behalf or on behalf of the Company or any Parallel Investment Vehicle or Alternative Investment Vehicle (as such terms are defined in the “SUMMARY OF PRINCIPAL TERMS” under the “Parallel Investment Vehicles” and “Alternative Investment Vehicles” sections, respectively), enter into agreements that modify or supplement one or more Members’ rights and obligations with respect to its investment in the Company (each such agreement, a “Side Letter”). There is no “most favored nation” clause applicable to the Company’s Members generally, and no Member will be entitled (unless the Manager agrees in its sole and absolute discretion) to any rights or obligations agreed to by the Manager with another Member in such other Member’s Side Letter.

Public Health Emergencies and Pandemics

Like the recent outbreak of the novel coronavirus (“COVID-19”), future public health emergencies have the potential to materially and adversely impact economic production and activity in ways that are impossible to predict, all of which may result in significant losses to the Company. The widespread outbreak of another infectious or contagious disease in the United States could adversely affect demand within the real estate industry. If demand for the Assets decreases significantly or for a prolonged period of time as a result of the pandemic or an outbreak of another infectious or contagious disease, the Company’s revenue would be adversely affected, which could have a material adverse effect on the Assets and the Company’s ability to service any debt, and thus on the value and realization of an investment in the Company.

Certain ERISA Risks

The Manager intends to cause the Company to qualify for an exception under U.S. Department of Labor (the “DOL”) Regulations Section 2510.3-101, as modified by Section 3(42) of the U.S. Employee Retirement Income Security Act of 1974, as amended (“ERISA”), referred to as the “Plan Assets Regulation.” Compliance with this exception may affect (i) the operations and Assets of the Company or (ii) an investor’s ability to transfer or to continue to hold its investment in the Company.

The Manager intends to cause the Company to be structured and operated to avoid holding the “plan assets” of “benefit plan investors” (as defined in Section 3(42) of ERISA) (“Benefit Plan Investors”). The Manager intends to comply with this exception by limiting the investment in the Company by Benefit Plan Investors to less than 25%, which may have the result that (i) transfers of Interests in the Company may be limited or (ii) the Interests of some Members may be subject to mandatory sale or redemption. Alternatively, if the Manager relies on the venture capital operating company exception and/or the real estate operating company exception, the Company may be required to decline to make certain investments that it would otherwise prefer to make, or it may be required to sell certain Investments before it would otherwise prefer to do so.

There can be no assurance that the Company will avoid holding plan assets under the foregoing exceptions. If the underlying Assets of the Company were to be considered plan assets of a Benefit Plan Investor, then, among other things, (i) the Manager would be an ERISA fiduciary and the Company would be subject to certain fiduciary requirements of ERISA with which it would be difficult for the Manager to comply and (ii) the Company could be

restricted from entering into favorable transactions if the transaction, absent an exemption, would constitute a prohibited transaction under ERISA or the Code.

There are special considerations that apply to investing in the Company on behalf of an employee benefit plan (such as a trust, pension, profit sharing plan or 401(k) plan) or other qualified retirement plans or IRAs. Each fiduciary or other person investing the assets of an employee benefit plan or other qualified retirement plan or the assets of an IRA in the Company should determine that:

- the investment is consistent with such person's fiduciary obligations under applicable law, including common law, ERISA and the Code;
- the investment is made in accordance with the documents and instruments governing the trust or the plan or IRA, including a plan's investment policy;
- the investment satisfies the prudence and diversification requirements of Sections 404(a)(1)(B) and 404(a)(1)(C) of ERISA and other applicable provisions of ERISA and the Code;
- the investment in the Company, for which no trading market exists or is expected to develop, is consistent with, and will not impair, the liquidity of the trust, plan or IRA, including liquidity needed to satisfy minimum and other distribution requirements and tax withholding requirements that may be applicable;
- the investment will not produce an unacceptable amount of unrelated business taxable income (defined below as "UBTI") for the plan or IRA, given that it is anticipated that our operations will generate UBTI for tax-exempt investors;
- the fiduciary will be able to value the assets of the plan annually (or more frequently, if required) in accordance with ERISA and the Code and applicable provisions of the plan or IRA;
- the investment will not constitute a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code; and
- the Company's assets will not be treated as plan assets of the plan or IRA.

Failure to satisfy the fiduciary standards of conduct and other applicable requirements of ERISA, the Code, or other applicable statutory or common law may result in the imposition of civil and criminal (if the violation is willful) penalties, and can subject the fiduciary to equitable remedies. Investors that are subject to the fiduciary and other standards under ERISA, the Code, or common law could be subject to such penalties in connection with an investment in the Company. ERISA makes plan fiduciaries personally responsible for any losses resulting to the plan from any breach of fiduciary duty. In addition, if an investment in the Company constitutes a prohibited transaction under ERISA or the Code, the "party-in-interest" or "disqualified person" involved in the transaction may be subject to excise taxes, have to compensate the plan for any losses the plan suffered as a result of the prohibited transaction or have to restore to the plan any profits made by such person as a result of the transaction. In the case of a prohibited transaction involving an IRA, the tax-exempt status of the IRA may be lost and all of the assets of the IRA may be deemed distributed and subjected to tax. Investors should consult with counsel before making an investment in the Company. IRA owners are strongly urged to consult with the custodian or trustee of their IRAs before making any investment.

As a general rule, certain employee benefit plans, including foreign pension plans, governmental plans established or maintained in the United States (as defined in Section 3(32) of ERISA), and certain church plans (as defined in Section 3(33) of ERISA), are not subject to ERISA's requirements and are not Benefit Plan Investors. Any such plan that is qualified and exempt from taxation under Sections 401(a) and 501(a) of the Code may nonetheless be subject to the prohibited transaction rules set forth in Section 503 of the Code and, under certain circumstances in the case of church plans, Section 4975 of the Code. Also, some foreign plans and governmental plans may be subject to foreign, state or local laws which are, to a material extent, similar to the provisions of the prohibited transaction rules in ERISA or the Code. Each fiduciary of a plan subject to any such similar law should make its own determination as to the need for, and the availability of, any exemption relief.

If a trust, plan or IRA invests in the Company, the Code may require withdrawal of required minimum distributions from such trust, plan or IRA in the future. The Company may generate insufficient distributions, and the relative illiquidity of the Interests in the Company may not allow the trust, plan or IRA to sell its Interests on a timely basis or to receive sufficient proceeds, to allow it to satisfy the required minimum distribution requirements. Even if the trust, plan or IRA is able to sell its Interests, such sale may be at a price less than the price at which the trust, plan or IRA initially purchased the Interests. If the trust, plan or IRA fails to withdraw required minimum distributions, it may be subject to certain taxes and tax penalties.

While the Manager believes that the Company's assets will not be deemed to be "plan assets" for purposes of ERISA and/or the Code, the Manager has not requested an opinion of counsel to that effect, and no assurances can be given that the Company's assets will never constitute "plan assets." Among other things, ERISA makes plan fiduciaries personally responsible for any losses resulting to the plan from any breach of fiduciary duty, and the Code imposes nondeductible excise taxes on prohibited transactions. If such excise taxes were imposed on the Company, the amount of funds available to make distributions to the Company's Members would be reduced. For more information, see "CERTAIN TAX, SECURITIES, ERISA AND OTHER REGULATORY MATTERS – ERISA Considerations" beginning on page 60 of this Memorandum.

Risks Related to Conflicts of Interest

Manager and Affiliates – Fees and Other Payments

The Manager and its affiliates will receive certain fees and other payments that may create an incentive for the Manager to make more speculative investments on behalf of the Company, to deploy capital more quickly than is prudent, to use greater leverage, or to make other decisions than it would otherwise make in the absence of such arrangements. Although the Manager and its affiliates expect to hold, directly or indirectly, an ownership interest in the Company and Assets, the existence of such fees and other payments can incentivize the Manager to not act in the best interests of the Company. See "INTERESTS OF THE MANAGER AND ITS AFFILIATES" and "SUMMARY OF PRINCIPAL TERMS – Transaction Fees" for a more detailed description of fees, reimbursements and other payments to the Manager and affiliates.

Manager and Property Manager are Affiliates

The relationship between our Manager and our Property Manager may cause our Manager to decline to select a property for acquisition where there is a long-term management contract in place because our Property Manager would not be able to take over the contract. Accordingly, our Manager may turn down certain investments even if the property would otherwise be an attractive investment for the Company.

Guarantees by Manager or Its Affiliates

In connection with certain debt or liabilities assumed or incurred by the Company, directly or indirectly, the Manager or its affiliates may provide a guarantee. The Manager or its affiliates may be entitled to a fee for providing such a guarantee. The Company will be required to indemnify the Manager and such affiliates for any losses incurred in connection with these guarantees. The party executing a guarantee may be motivated to make decisions regarding the transaction with respect to which such guarantee was given. These decisions may be advantageous to the guarantor, but detrimental to the Company or the Members.

Conflicts of Interest – Other Real Estate Investment Activities

The Manager, the Sponsor and their respective affiliates engage in a broad spectrum of real estate investment activities that are independent from and may from time to time conflict with those of the Company. In the future, instances may arise in which the interests of the Manager, the Sponsor or their affiliates conflict with the interests of the Members or the Company, and there can be no guarantee that such conflicts will be resolved in favor of or to the satisfaction of the Members.

CEDARst previously has sponsored investment vehicles that invest in real estate assets. Other CEDARst sponsored vehicles may operate properties or have investment opportunities in the same markets as the Company.

Conflicts of interest caused by more than one investment vehicle sponsored by the Sponsor and its affiliates having funds available simultaneously for acquiring investments in Assets will be resolved in good faith by the Sponsor and Manager (without the need for approval of the Advisory Committee). In resolving any such conflicts, the Sponsor will take into account a number of factors, including which vehicle has funds available to invest for the longest period of time since making an investment, and each vehicle's investment restrictions and diversification goals.

With respect to potential conflicts arising from the Management Team's existing individual investment activities, or other investment vehicles that compete in some manner with the Fund, the Fund's focus of investments should preclude most such conflicts from occurring. However, there can be no assurance that an investment opportunity which comes to the attention of the Manager or its affiliates will be appropriate for the Fund or, even if appropriate, will be referred to or pursued by the Fund in all circumstances. By acquiring Interests, each Member will be deemed to have acknowledged the existence of the actual and potential conflicts of interest described in this Memorandum and to have waived any claim arising from the existence of any such conflict of interest.

Competing Demands on Management Team's Time

Our Management Team is not required to allocate a specific amount of their business time and attention to the affairs of the Fund during its investment period. The working time of the employees of CEDARst and the Management Team investment professionals will be subject to their substantial prior commitments to other business activities, including previous investments and investment vehicles, and potential future commitments to other business activities, investments and investment vehicles.

Risks Related to U.S. Income Tax Matters

THERE ARE TAX RISKS INVOLVED WITH INVESTING IN THE INTERESTS. THE TAX CONSEQUENCES ARE COMPLEX AND WILL NOT BE THE SAME FOR ALL MEMBERS. MEMBERS ARE STRONGLY URGED TO CONSULT THEIR OWN TAX ADVISORS BEFORE INVESTING IN THE INTERESTS. THE FOLLOWING IS A DISCUSSION OF SOME OF THE MORE SIGNIFICANT TAX RISKS ASSOCIATED WITH INVESTING IN THE INTERESTS, BUT IT IS NOT EXHAUSTIVE.

Phantom Tax Liabilities

Members will be required to report their allocable share of the Company's taxable income on their individual income tax return regardless of whether they have received any cash distributions from the Company. It is possible that Members' Interests will be allocated taxable income in excess of their cash distributions, thereby producing "phantom income." The Company cannot assure Members that cash flow will be available for distribution in any year. As a result, Members may have to use funds from other sources to pay their tax liability.

Unrelated Business Taxable Income

It is anticipated that the Company's operations will generate unrelated business taxable income ("UBTI") (generally subject to tax at corporate rates) for tax-exempt investors. The Manager is not required to structure the Company's operations to reduce or eliminate UBTI for any tax-exempt investors. In addition, the Manager is not required to attempt to minimize unrelated debt-financed income associated with the use of leverage (which is treated as UBTI under the Code). Thus, tax-exempt investors that invest in the Company should be aware that a significant portion of the Company's income and gain may be treated as UBTI and thus may cause the tax-exempt investors to be subject to U.S. federal income tax (and possibly state and local income tax) with respect to their share of such income and gain.

Avoiding Publicly Traded Partnership Status

No transfer of Interests may be made if it would result in the Company being treated as a publicly traded partnership under the Code. The Manager may, without the consent of any Member, amend the LLC Agreement in order to improve, upon advice of counsel, the Company's position in avoiding publicly traded partnership status for the Company (and the Manager may impose time-delay and other restrictions on recognizing transfers as necessary to do so). If the Company inadvertently became a publicly traded partnership under the Code, it would be subject to corporate level taxation, resulting in double taxation of Company income.

Effectively Connected Income

It is anticipated that the Company will be deemed to be engaged in a U.S. trade or business for U.S. federal income tax purposes. As a result, income of the Company may be treated as effectively connected with such trade or business for such purposes, and a foreign investor holding a direct interest in the Company will be subject to federal income tax each year on its distributive share of the taxable income of the Company that is deemed to be “effectively connected” with a U.S. trade or business and will be required to file a U.S. federal income tax return, as if such investor were a U.S. citizen or resident. A foreign individual who directly invests (without the use of a “blocker” entity) in the Company would also (i) be subject to U.S. (and potentially state) estate tax with respect to the value of his or her Interests in the Company and (ii) have to file state tax returns in states in which the Company and its subsidiaries do business. In addition, regardless of whether the Company’s activities constitute a trade or business, under provisions added to the Code by the Foreign Investment in Real Property Tax Act of 1980, gain derived by the Company from the disposition of U.S. real property interests (including interests in certain entities owning U.S. real property interests) is generally treated as effectively connected income. Thus, foreign investors that invest in the Company should be aware that a significant portion of the Company’s income and gain from U.S. investments may be treated as effectively connected income and thus may cause the foreign investors to be subject to U.S. federal income tax (and possibly state and local income tax) with respect to their share of such income and gain. The Company has no obligation to minimize effectively connected income.

Possible Audits

If the Internal Revenue Service (the “Service”) makes audit adjustments to the federal income tax returns of a partnership, the Service may assess and collect any taxes (including any applicable penalties and interest) resulting from the audit adjustment directly from the Company, regardless of changes in the composition of the Members (or their relative ownership of the Company) between the year under audit (the “Reviewed Year”) and the year of the adjustment. The partnership audit rules include an elective alternate method pursuant to which the Company may make an election to require each person who was a Member in the Company during a Reviewed Year to personally bear any tax, interest, and penalty resulting from audit adjustments, regardless of whether such person is no longer a Member of the Company. Furthermore, if the Company is unable (or otherwise fails) to make this election and becomes subject to an entity-level tax, the LLC Agreement provides that each Member agrees to bear its proportionate share of the liability if such person was a Member during the Reviewed Year, even if such person is no longer a Member of the Company at the time the entity-level tax is levied. Accordingly, if a Member transfers its Interests, the Member may still be obliged to pay any income taxes arising from the period during which the Member held its Interests.

Limitation on Use of Losses

The Interests will be allocated their pro-rata share of the Company’s tax losses. Section 469 of the Code limits deductions for losses attributable to passive activities, which are defined generally as activities in which the taxpayer does not materially participate. Any of the Company’s tax losses allocated to investors will be characterized as passive losses, and accordingly, the deductibility of such losses will be subject to Section 469 limitations. Losses from passive activities are generally deductible only to the extent of a taxpayer’s income or gains from passive activities and will not be allowed as an offset against other income, including salary or other compensation for personal services, active business income or “portfolio income,” which includes non-business income derived from dividends, interest, royalties, annuities and gains from the sale of property held for investment. Accordingly, Members may receive no current benefit from their share of the Company’s tax losses unless they are currently being allocated passive income from other sources.

State Taxes

The state in which a Member resides may impose an income tax upon such Member’s share of the Company’s taxable income. Many states have also implemented or are implementing programs to require partnerships to withhold and pay state income taxes owed by non-resident parents relating to income-producing properties located in their states, and the Company may be required to withhold state taxes from cash distributions otherwise payable to Members. Members also may be required to file income tax returns in some states and report their share of income attributable to ownership and operation by the Company of properties in those states. In the event the Company is required to withhold state taxes from Members’ cash distributions, the amount of the net cash from operations

otherwise payable to Members would be reduced. In addition, such collection and filing requirements at the state level may result in increases in the Company's administrative expenses that would have the effect of reducing cash available for distribution to Members. Members are urged to consult with their own tax advisors with respect to the impact of applicable state and local taxes and state tax withholding requirements on an investment in the Interests.

Legislative or Regulatory Tax Changes

In recent years, numerous legislative, judicial and administrative changes have been made in the provisions of the federal income tax laws applicable to investments similar to an investment in the Interests. In particular, on December 22, 2017, President Trump signed the Tax Cuts and Jobs Act (the "Tax Act") into law. The Tax Act includes sweeping changes to U.S. tax laws and represents the most significant changes to the Code since 1986. In addition, recently enacted legislation intended to support the economy during the Covid-19 pandemic, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), made technical corrections, or temporary modifications, to certain of the provisions of the Tax Act. Additional changes to tax laws were enacted as part of the Inflation Reduction Act of 2022 (the "IRA"). Additional changes to the tax laws are likely to continue to occur, and the Company cannot assure Members that any such changes will not adversely affect their taxation, the investment in the Interests or the market value or the resale potential of the Company's properties. Members are urged to consult with their own tax advisor with respect to the impact of recent legislation, including the Tax Act, CARES Act and IRA, on their investment in the Interests and the status of legislative, regulatory or administrative developments and proposals and their potential effect on an investment in the Interests.

Forward-Looking Statements

We make forward-looking statements in this Memorandum that are subject to risks and uncertainties. These forward-looking statements include information about possible or assumed future results of our business, financial condition, liquidity, cash flows, EBITDA, results of operations, and plans and objectives. When we use the words "may," "anticipate," "expect," "intend," "plan," "believe," "seek," "estimate," "pro forma," "target," "continue," "would," "could," "should" and variations of these words and similar expressions, we intend to identify forward-looking statements. Statements regarding the following subjects, among others, may be forward-looking:

- use of proceeds associated with this Offering;
- the state of the U.S. economy generally or in specific geographic regions in which we operate, and the effect of general economic conditions on the real estate industry in particular;
- market trends in the real estate industry, interest rates, real estate values and the capital markets;
- our investment and growth strategies and, particularly, our ability to identify and complete Asset acquisitions;
- our targeted operating results and cash available for distribution;
- actions and initiatives of the U.S. government and changes to U.S. government policies and the execution and impact of these actions, initiatives and policies;
- our ability to manage our relationships with our management companies;
- our ability to obtain and maintain financing arrangements on attractive terms;
- changes in the value of our Assets;
- impact of and changes in governmental regulations, tax law and rates, accounting guidance and similar matters;
- changes in personnel and availability of qualified personnel; and
- degree and nature of our competition.

The forward-looking statements are based on our Manager's beliefs, assumptions and current expectations of future events, taking into account all information currently available to our Manager. Forward-looking statements are not predictions of future events. These beliefs, assumptions and expectations can change as a result of many possible events or factors, not all of which are known to us. If a change occurs, our business, financial condition, liquidity, cash flows and results of operations may vary materially from those expressed in or implied by our forward-

looking statements. Any forward-looking statement speaks only as of the date on which it is made. New risks and uncertainties arise over time, and it is not possible for us to predict the occurrence of those matters or the manner in which they may affect us. Except as required by law, we are not obligated to, and do not intend to, update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

BUSINESS AND MARKET OVERVIEW

The Company intends to pursue its investment objectives by indirectly developing, owning, operating and disposing of real estate assets primarily consisting of Class A Multifamily located throughout the United States in Target Markets. Class A represents the highest quality buildings in their market and area. Generally, properties built within the last 10 years with top amenities, high income earning tenants, and low vacancy rates. Class A buildings are well-located in the market and are typically professionally managed. They typically demand the highest rent with little to no deferred maintenance. Additionally, some multifamily properties that the Company intends to invest in, indirectly through the Fund, may include a retail component, including but not limited to shops and restaurants.

MANAGEMENT

CEDARst Companies

CEDARst is a national multi-family developer established in 2009. Headquartered in Chicago, with offices in San Diego and Miami, CEDARst employs over 130 employees across its integrated model which includes: development, design, general contracting and property management. Its founders are seasoned real estate professionals with combined experience in excess of 75 years. CEDARst manages \$4 billion in real estate across 8 states throughout the United States. CEDARst is committed to providing high quality, well-managed housing, at affordable prices.

CEDARst and its affiliates provide investment services, asset management, development and construction/renovation management for residential assets located throughout the United States.

The Manager believes that CEDARst's vertically and horizontally integrated investment, management and servicing platform will provide the Company and the Fund with a competitive advantage by enabling the Fund, through its relationship with CEDARst, to source and service commercial real estate investment opportunities in the United States and generate above-market, risk-adjusted returns.

Management Team

The Management Team of the Manager are seasoned investment and operations professionals with many years of experience investing in real estate assets. The Sponsor will have access to the Management Team and other employees of CEDARst, which maintains a team of full-time investment professionals and supporting staff. The Management Team has proven its ability to source potential transactions while acting in the capacity as entrepreneurial investor representatives. This experience is complemented by extensive industry contacts that the members of the Management Team believe create an outstanding potential source of deal flow and fund size critical mass to enable investment diversity. The members of the Management Team are: Alex Samoylovich, William Murphy and Mark Heffron. Biographies of the Management Team members follow.

Alex Samoylovich

Alex is a founder and managing partner of CEDARst Companies. Since the inception of CEDARst, he has sourced, invested in, and managed hundreds of transactions and has been instrumental in the development value of over \$4 billion. Prior to entering real estate, he was an accomplished equity and options trader. Mr. Samoylovich has also founded Livly, a property technology company that enables seamless living between residents and property management via software. In 2016, Alex was named one of Crain's 40 under 40.

William Murphy

Will is a founder, CEO, and Managing Partner of CEDARst Companies. He is responsible for all aspects of the development process and the ongoing management of its portfolio. Will has over 20 years of commercial real estate experience in development and finance, transacting on over \$5 billion, across all major asset classes and domestic markets. Will holds degrees in real estate and finance from the Business School at The University of Wisconsin - Madison. He is a frequent speaker at engagements including the Wisconsin Real Estate Alumni Association, REIA and the Urban Land Institute. He serves as a member of both the Graaskamp Advisory Board and Badgers in Finance.

Mark Heffron

Mark is a founder, CDO, and Managing Partner at CEDARst Companies and is responsible for the execution of all CEDARst developments. Mark supervises design, construction, and development operations while creatively evolving the principles that make CEDARst's branded multi-family product stand out against the competition. With over 17 years of experience, he has successfully completed a variety of award-winning urban revitalization projects that consist of historic preservation, new construction, or both. More specifically, he has specialized expertise in

unique renovation and infill projects requiring innovative financing techniques and Historic Tax Credits. Mark graduated from The University of Wisconsin with a degree in Industrial Engineering with a Certificate in Business.

Compensation

Each member of the Management Team will be employed full time by an affiliate of the Manager, and each will receive a base salary, benefits and other compensation that will not be paid or reimbursed by the Company, except to the extent allocable as described in “SUMMARY OF PRINCIPAL TERMS – **ORGANIZATION AND OFFERING EXPENSES**” below.

INTERESTS OF THE MANAGER AND ITS AFFILIATES

Expense Reimbursements

The Company will pay or reimburse Organization and Offering Expenses (as defined below on page 72) incurred by the Manager, the Sponsor or any affiliate of the Manager on behalf of the Company; provided, however, Organization and Offering Expenses exceeding 2.0% of the gross proceeds from the sale of Interests will not be reimbursed by the Company. The Manager will pay for any Organization and Offering Expenses that are not reimbursed by the Company. See the section of this Memorandum captioned “PLAN OF DISTRIBUTION” for fees and reimbursements that will be paid to unaffiliated third parties in connection with the Offering.

The Company will reimburse the Manager, the Sponsor, and their affiliates for all out-of-pocket expenses (other than Organization and Offering Expenses in excess of 2.0%) incurred by them solely for the benefit of the Company and Fund, including expenses directly related to the purchase, sale and holding of Assets, internal and external legal, administrative and accounting fees and other operating expenses of the Company and Fund. The Fund may also advance funds to the Sponsor or its affiliates to pay for costs incurred in connection with the pursuit of Assets and acquisition of such Assets. Pursuit costs associated with acquired Assets will be capitalized into the cost of each Asset. Pursuit costs associated with Assets ultimately not acquired will be expensed.

Co-investments

If the Fund acquires an Asset through a joint venture with third-party equity, the Fund will be entitled to receive its proportionate share of the cash flow and return on the same terms as the third-party joint venturer(s) (unless the third party joint venturer(s) are granted a promoted interest). The Manager or its affiliates may receive fees and other incentives from co-investors in co-investment transactions with the Fund. Such fees and incentives will not be cash flow to the Fund or otherwise be paid to the Members.

Fees Payable to Affiliates

The Sponsor, the Manager and their affiliates are expected to receive various fees for the performance of services for the benefit of the Fund and its subsidiaries. These fees generally will be payable regardless of the performance of the Fund or subsidiaries for which the related services are performed. All such fees will be market-based and comparable to or below the fees that investors in other real estate ventures pay for similar services, but such fees will not be negotiated on an arm's length basis. The following is a description of the types of fees that may be paid to the Sponsor, the Manager and their affiliates.

Asset Management Fee

The Fund will pay a quarterly Asset Management Fee equal to two percent (2%) per annum of each Member's Capital Contribution in respect of the Fund's Investments under management paid quarterly in arrears (prorated for any partial quarter through the termination of the Fund) to CEDARst Investment Management LLC, an affiliate of the Manager or to another affiliate of the Sponsor. During the first four years following the effective date of the LLC Agreement, the Fund's Investments under management will be based on the total amount of capital contributed to the Fund, less any capital returned to the Members in connection with the disposition of an Investment (and not reinvested), as of the end of each preceding quarter. The refinancing of an Investment, which results in a return of capital to the Members, will not have an effect on the calculation of the Fund's Investments under management during the first four years following the effective date of the LLC Agreement. Thereafter, the Fund's Investments under management will be based on the aggregate net asset value of the Fund (determined annually by the Manager in good faith), as of the end of each preceding quarter. In the event that any of the Fund's Investments are held in joint ventures or other co-investment arrangements, the Asset Management Fee will only take into account the value of the portion of the Investments owned by the Fund. The Manager reserves the right to reduce, but shall not increase, the amount of the Asset Management Fee payable by certain Members.

Project Fees

The Manager or its affiliates will receive Project Fees from each property owning subsidiary which may include (i) a construction management fee (up to and but not greater than one percent (1%) of the construction budget), (ii) a development fee (up to but not greater than three percent (3%) of the total development budget) and (iii) a design

fee (up to but not greater than one percent (1%) of the total development budget), commencing with the closing of the acquisition of the respective property to be acquired or developed.

Guarantee Fee

If the Manager or any of its affiliates deems it to be in the best interest of the Fund to provide guarantees, then the Fund shall pay to such guarantor (a “Guarantor”) a one-time, up-front guarantee fee equal to one percent (1.0%) of the guaranteed amount. If there is more than one Guarantor, then the guarantee fee shall be apportioned pro rata among the Guarantors.

Carried Interest/Promote Interest

The Fund will negotiate and receive a promote interest or carried interest with third-party joint venture partners and from applicable project entities. Profits above the negotiated hurdle rate for a given joint venture will be distributed to the Fund as a promote or carried interest. Any such promote or carried interest payable to the Fund will be distributed twenty percent (20%) to the Fund Members and eighty percent (80%) to the Manager and its designees.

Affiliate Fees Related to the Offering

The Fund intends to pay the Sponsor, the Manager and various affiliates fees and reimbursements for various services provided to the Fund and its subsidiaries, including an asset management fee (the “Asset Management Fee”), payable quarterly in arrears, equal to two percent (2.0%) of all committed capital. The Sponsor or Manager also intend to pay CAPADV DEV I LLC, a Florida limited liability company and an affiliate of the Sponsor, a portion of the Carried Interest up to 5% of the Negotiated Promote received by the Manager.

Where affiliates of the Sponsor or Manager provide services as a managing broker-dealer or selling group member, the Fund may pay such affiliate fees and reimbursements for the services attributable to such party in amounts up to the amounts paid to the Managing Broker-Dealer, as set forth above under “EXECUTIVE SUMMARY – Fees and Other Payments to the Managing Broker-Dealer.” The Fund currently intends to pay an affiliate of the Sponsor and Manager a wholesaling fee in an amount equal to 2.0% of the gross proceeds from the sale of the Interests.

Conflicts Resolution Policy

The Sponsor’s personnel, many of whom also make investment-related decisions for other CEDARst sponsored investment entities, must determine which investment opportunities to recommend to the Fund or another CEDARst sponsored investment entity, many of which have investment objectives similar to those of the Fund. The Sponsor has adopted investment allocation policies to safeguard the Fund from being negatively affected as a result of any such potential conflicts. The Sponsor will seek to allocate investment opportunities among such entities in a manner that is fair and equitable over time and consistent with its investment allocation policies. However, there is no assurance that such investment opportunities will be allocated to us fairly or equitably in the short-term or over time and there can be no assurance that we will be able to participate in all such investment opportunities that are suitable for us. To the extent direct conflicts arise between the investment activities of the Sponsor and its affiliates on the one hand and the Fund on the other hand, such conflicts will be resolved in good faith by the Sponsor and Manager (without the approval of the Advisory Committee).

USE OF PROCEEDS FROM THE OFFERING

The Company expects to raise up to \$50,000,000, expandable in the Manager's sole discretion up to \$75,000,000, through capital contributions from Fund Members in any ratio including all or none from either, in the Offering. Net proceeds from the sale of Interests will be used to: (i) fund the obligations of the Company, and indirectly the Fund, with respect to pre-existing or potential portfolio Investments, (ii) pay Placement Costs, Organization and Offering Expenses, and Company Expenses (each as defined on page 71 and 72, respectively), (iii) establish reserves, and (iv) pay off Company obligations.

The following table sets forth our estimated use of the proceeds raised in this Offering assuming that we raise \$50,000,000 through investments in the Company.

<u>Maximum Offering</u> <u>\$50,000,000 in Interests</u>			
		<u>Amount</u>	<u>Percent</u>
Gross Offering Proceeds	\$	50,000,000	100.0%
Selling Commissions		3,000,000	6.0%
Marketing and Diligence Allowance Fee		500,000	1.0%
Managing Dealer Fee		500,000	1.0%
Wholesaling Fee		1,000,000	2.0%
Organization and Offering Expenses ⁽¹⁾		1,000,000	2.0%
Amount Available for Investment ⁽²⁾	\$	44,000,000	88.0%

- (1) Organization and Offering Expenses are expected to be approximately two percent (2.0%) of the gross proceeds from the sale of the Interests.
- (2) After payment by the Company of selling commissions, managing dealer fee, marketing and diligence allowance fee, wholesaling fee and organization and offering expenses with respect to the Interests.

INVESTMENT OBJECTIVES AND CRITERIA

Investment Objectives

The Fund's primary objectives are to:

- preserve the Members' capital; and
- generate returns commensurate with a strategy of (a) investing (indirectly through the Fund) primarily in institutional-scale, multi-family real estate assets located in top urban core markets within the United States, and (b) to a lesser extent, investing up to 25% of its assets in management positions of companies holding stabilized multi-family real estate assets (collectively, such assets are referred to herein as the "Target Assets").

The Manager is dedicated to creating stable, predictable recurring cash flows that meet the Fund's return objectives. This philosophy underpins the Fund's focus on thorough due diligence, disciplined underwriting, active asset management, risk management, research and strategy formulation and implementation. The Fund will not alter its investment objectives if less than the Maximum Offering Amount is raised; however, if we raise significantly less than the Maximum Offering Amount, the Fund will be less diversified than if the Maximum Offering Amount is achieved.

No assurance can be offered that any level of returns will be obtained. In setting performance targets for the Fund, as well as in determining that there is a sound basis for evaluating the facts used and assumptions made to establish such performance targets, the Manager has considered a variety of factors and assumptions, including, among others: (a) the performance, investing strategies and asset mix of the investments that affiliates of the Manager have managed, giving consideration to the market conditions under which they were and are being invested; (b) the current national and global economic climate; (c) the anticipated allocation of investment dollars among the different Assets; (d) the anticipated use of leverage; (e) the availability and cost of debt and equity financing for the Assets, including joint ventures, in which the Fund will participate and the terms the Manager believes will be available to the Fund; and (f) the Manager's observations of Assets available in the markets in which the Fund expects to invest and the ability to acquire such Assets that can, with appropriate negotiation, produce capital appreciation.

While the Manager will seek to achieve the Fund objectives, the performance of other CEDARst-affiliated investments should not be construed as providing any assurance or guarantee as to the actual returns that the Fund may realize, if any. There can be no assurance that the performance of the Fund's portfolio will achieve similar results to those of prior CEDARst-affiliated investments. Each prospective investor should consult his or her own investment, tax, and other advisors when determining whether to make an investment in the Fund.

Investment Strategy

The Manager will rely on the Sponsor's and its affiliates' core competencies of sourcing, assessing, acquiring, developing and actively managing real estate assets. The Fund intends to pursue its investment objectives by developing, owning, operating and disposing of real estate assets located in target markets throughout the United States.

Although the Fund may acquire existing properties, the Fund's primary focus will be to develop new properties. The Fund may also, to a lesser extent, make loans to developers and other third parties on an opportunistic basis and in connection with the Fund's objective of acquiring the property at completion, or make other real estate-related investments for the purpose of later acquiring all or a controlling interest in the underlying asset upon completion or stabilization or to otherwise enhance the Fund's returns. The Fund's real estate-related investments may include construction, bridge and other loans, and common or preferred equity interests in real estate ventures.

The Fund may acquire assets directly or indirectly through joint ventures. The Fund may use such arrangements in order to (a) manage portfolio risk, (b) participate in Investments that are too large for the Fund to be the sole investor, (c) take advantage of opportunities to leverage the Fund's returns by taking a minority position and receiving an incentive or "promoted" position, (d) utilize Capital Contributions by joint venturing with third parties (including joint ventures with affiliates of the Manager such as prior or successor funds sponsored by affiliates of the

Sponsor), and (e) acquire Investments when the owner does not want to recognize taxable income on the inherent gain in the property or wants to participate in the future appreciation as a condition to transferring an Investment.

The Manager will rely on the expertise of CEDARst to determine the appropriate structure for our Assets. The Manager has broad discretion to change the Fund's investment strategy without any prior approval from the Fund Members.

Target markets include high-density urban markets, desirable suburban locations, proximity to universities or hospitals, or other stable or growing markets. The Fund will attempt to mitigate risk by investing in diverse geographic markets throughout the United States.

Additionally, the Manager may utilize entities affiliated with the Sponsor to source potential acquisitions for the Fund. The Manager believes that acquisitions sourced through affiliates of the Sponsor may produce enhanced returns to the Fund due to the Manager's ability to streamline the underwriting process for such assets and potential ability to acquire assets in off market transactions.

Financing Strategy

The Fund will seek to utilize debt at the Fund level to leverage its returns, when the Manager believes doing so will be accretive to returns. The Manager may elect for the Fund to obtain one or more credit facilities with financial institutions, which may be secured by the Fund's Assets. The intent of these borrowings will be to provide accretive returns on invested Fund equity. In addition, or alternatively, the Manager may seek to leverage Assets at the SPE level on a case-by-case basis. The Manager is targeting an initial portfolio leverage ratio of approximately 50% to 60% (although some projects employ higher or lower leverage); however, there will be no maximum leverage for any particular Fund investment or for the Fund as a whole.

Reinvestment Strategy

Net proceeds from dispositions of assets may be reinvested or distributed to investors, in the discretion of the Manager.

Exit Strategies

The Fund does not have a firm liquidation date. Exit scenarios may include the sale of individual Assets, or one or more portfolios of Assets, to a variety of market participants (including affiliated entities) such as:

- publicly traded and non-traded REITs;
- private real estate companies;
- private opportunity funds;
- high net worth individuals;
- pension funds; and
- family offices.

Additionally, the Manager may consider selling the Fund or merging it with another entity, liquidating the Fund's portfolio, or restructuring the Fund and conducting an initial public offering of its securities.

INVESTMENT UNDERWRITING

Investment Committee

The Manager intends to form an Investment Committee comprised initially of Messrs. Alex Samoylovich, Will Murphy and Mark Heffron, each a key officer of CEDARst Companies. The Investment Committee will screen investment opportunities and oversee investment decision making on all proposed and active investments by the Fund. Members of the Investment Committee will be chosen by the Manager based on their specific industry knowledge and investment qualifications.

New acquisitions, dispositions and other material capital decisions affecting the Investments of the Fund will be reviewed and approved by the Investment Committee. A majority vote of Fund Members will be required to act on any issue brought before the Investment Committee.

Compensation of the members of the Investment Committee will be borne by the Manager, but any expenses incurred by such members for site visits shall be expenses of the Fund and reimbursable to the members by the Fund.

Investment Screening

The Investment Committee will meet on a regular basis to initially review opportunities that have been presented for investment. This pre-approval process will be performed before performing extensive due diligence in order to minimize broken-deal due diligence expenses.

In order to evaluate hospitality real estate investment opportunities, the Investment Committee will evaluate opportunities based on information provided by the Sponsor and Manager that will generally include some or all of the following:

- A discussion of the investment risks and rewards;
- Market penetration and competitive landscape analysis;
- Any third-party market reports;
- A description of the property and market, including an analysis of barriers to entry and confirmation that the property is located in a target market;
- Photographs and maps; and
- Any supporting documentation, such as letters of intent, term sheets, financing proposals.

Due Diligence and Underwriting

Once the Investment Committee has performed the initial screening and authorized the Sponsor or a designated affiliate to proceed to more detailed due diligence and an underwriting analysis, the Sponsor (or the designated affiliate) will engage in an appropriate level of due diligence that may include, as available and necessary:

- A market assessment using market research reports and hotel industry market studies for the underlying physical Asset and its competitive set;
- Physical site visits to the Asset and comparable properties with a particular focus on the competitive position of the Asset;
- Analysis of property operating reports and financial statements;
- Discussions with consultants and brokers within the target market to assess strengths and weaknesses of the Asset and the market in general;
- Environmental and engineering reports performed by nationally or regionally recognized firms identifying any required capital improvements for zoning and code compliance, including ADA compliance; and

- Legal and financial analysis of the capitalization and debt and equity instruments in the capital stack.

Information gathered in the due diligence process will likely then be used by the Sponsor to develop an initial detailed cash flow projection model and debt service coverage model. Underwriting analysis includes, as applicable:

- Required detailed scope, development costs, capital expenditure estimation (taking into account current construction conditions), deficiency findings of third-party engineering reports, and on-site inspections.
- Development and acquisition capital structuring, incorporating discussions regarding financing costs with potential third-parties that may participate in the investment, provide financing for the Fund's investment, or provide other financing within the capital structure of the Asset.

The final model is utilized to determine whether the Asset will meet the Fund's target investment profile. Assets that meet the Fund's target investment profile will be sent to the Investment Committee for approval with an underwriting package.

Operational Asset Management

The Manager will be responsible for acting as the Fund's representative with respect to the Fund's Assets and, through a contractual relationship with various affiliates and third-party service providers, will provide administration and accounting services. Specific examples of typical asset management undertakings include the following:

- Monitoring reports and financial trends of the Assets underlying the Fund's investments and their comparative sets on a monthly and quarterly basis;
- Monitoring and managing payment of property taxes, reserves and insurance;
- Tracking performance of the Assets underlying the Fund's investments;
- Monitoring technical and monetary defaults and taking an aggressive or liberal stance depending on the scenario; and
- Sell/hold analyses that combine historical and forecasted performance with a pro-forma disposition at various dates, so as to better forecast the moment at which the Fund will have extracted maximum value.

VALUATION POLICIES

Within 120 days of the Company's fiscal year end, beginning after the 2023 fiscal year, the Company will provide annual reports setting forth the then current valuation of its portfolio of Assets incorporating the Manager's good faith internal valuation for all Assets along with audited financial statements for the prior fiscal year. The Company's Assets will not be appraised annually or otherwise, unless directed by the Manager in its sole discretion. The Manager also intends to determine the Company's NAV per Interest, and provide such valuation information to the Members, annually beginning at the end of the first full calendar year following the 30th month after the termination of the Offering Period. The Company's NAV per Interest will be determined using a methodology permitted under generally accepted accounting principles ("GAAP") and applied in good faith by the Manager.

PRIOR PERFORMANCE SUMMARY

The Sponsor has extensive multi-family acquisition, development and operating experience. Since CEDARst's inception in 2009, the firm has acquired and managed more than \$4 billion in multi-family projects.

Upon request, the Manager will provide prospective investors a due diligence report prepared by a third-party summarizing the investment experience and, to the degree fully realized, the performance results of CEDARst and its affiliates. None of the investments listed in the report will be included in the Fund; however, many may be similar to those that the Fund anticipates acquiring. Prospective investors should not assume that they will experience returns comparable to those experienced in the past by the asset transactions sponsored by CEDARst noted below occurring outside of the Fund. The third-party summary was prepared as of the dates set forth therein and the Manager does not expect to obtain updated reports during the offering period.

[Remainder of this page intentionally left blank]

CERTAIN TAX, SECURITIES, ERISA AND OTHER REGULATORY MATTERS

Certain U.S. Federal Income Tax Considerations

General

This section contains a general summary of certain U.S. federal income tax and regulatory considerations applicable to investments in the Company by a Member. It does not address all potential consequences of an investor's investment in the Company and does not attempt to address state, local, or foreign tax rules or the treatment of certain classes of investors (such as insurance companies, banks, dealers in securities, other investors who do not own their Interests as capital assets, tax-exempt investors and foreign persons (although a brief discussion of certain matters applicable to tax-exempt investors and foreign persons is included)). The actual tax consequences of the purchase and ownership of Interests will vary depending upon the investor's circumstances. This summary does not constitute tax advice and is not intended as a substitute for an investor's own due diligence in investigating the possible consequences of an investment in the Company and such investor's own tax planning. This summary is based in part on the Code, on the U.S. Treasury Regulations promulgated thereunder (the "Regulations"), and the other statutes cited in this section and the regulations, rulings and judicial decisions relating to such statutes as in effect on the date hereof, all of which are subject to change (with the possibility that any change may be given retroactive effect).

CERTAIN TAX CONSEQUENCES TO MEMBERS WILL VARY FROM MEMBER TO MEMBER DEPENDING ON THE MEMBER'S PARTICULAR CIRCUMSTANCES. ACCORDINGLY, EACH PROSPECTIVE MEMBER SHOULD CONSULT ITS OWN ADVISORS REGARDING ALL OF THE ERISA, FEDERAL, STATE, LOCAL AND FOREIGN TAX AND REGULATORY CONSEQUENCES RELATING TO AN INVESTMENT IN THE COMPANY BASED ON EACH MEMBER'S SPECIFIC CIRCUMSTANCES. NONE OF THE MANAGER, THE SPONSOR, THEIR AFFILIATES OR THEIR COUNSEL IS PROVIDING ANY TAX ADVICE TO ANY PROSPECTIVE MEMBER.

This discussion applies only to Members who hold their investment in the Company as a "capital asset" within the meaning of Section 1221 of the Code. This discussion does not address all of the federal income tax consequences that may be relevant to a Member in light of such Member's particular circumstances (e.g., the application of the alternative minimum tax) or because such Member is subject to special rules (e.g., rules applicable to financial institutions, insurance companies, real estate investment trusts, regulated investment companies, brokers and dealers and traders in securities that elect to mark their securities portfolios to market).

In addition, if a partnership or other entity taxable as a partnership holds an investment in the Company, the tax treatment of a partner will generally depend on the status of a partner in, and the activities of, that partnership. This discussion does not address the tax consequences of investing in the Company through a partnership or any other pass-through entity for federal income tax purposes. Moreover, except where specifically indicated, this summary does not discuss the effect of any other federal tax laws (e.g., estate and gift tax), or any state, local, or foreign tax laws.

For purposes of this discussion, a Member may be either a U.S. Member or a Non-U.S. Member. A "U.S. Member" is (i) an individual who is a citizen or resident of the U.S.; (ii) a corporation or other entity taxable as a corporation created in or under the laws of the U.S. or any political subdivision thereof; (iii) an estate, the income of which is subject to federal income taxation, regardless of its source; or (iv) a trust if either (A) the trust is subject to the primary supervision of a court within the U.S. and one or more U.S. persons have the authority to control all substantial trust decisions, or (B) the trust has a valid election in effect under applicable Regulations to be treated as a U.S. person. A "Non-U.S. Member" is a Member that is an individual, corporation, estate, or trust that is not a U.S. Member. As stated above, the following is a summary of the material U.S. federal income tax consequences that will apply to U.S. Members of the Company. We have, however, included a brief discussion of certain material tax issues specific to Non-U.S. Members.

The Company has not sought and, as of the date hereof, does not intend to seek any tax rulings from the Internal Revenue Service (the "Service") or any other tax authorities in respect of any of the matters discussed herein.

Each prospective investor is urged to consult its own tax advisor with respect to the federal, state, local, and foreign tax consequences of the purchase, ownership, and disposition of an investment in the Company.

See “RISK FACTORS – Risks Related to U.S. Income Tax Matters” concerning risks related to income taxes that a prospective Member should consider before investing in the Company beginning on page 29 of this Memorandum.

Partnership Status for U.S. Income Tax Purposes

Classification as a Partnership. The anticipated income tax results from an investment in the Company will depend on the Company being classified as a partnership for federal income tax purposes rather than an association taxable as a corporation. In the event that, for any reason, the Company is treated for federal income tax purposes as an association taxable as a corporation, the Members in such Company entity would be treated as stockholders of a corporation with the following results, among others: (1) the affected Company entity would become a taxable entity subject to the federal income tax imposed on corporations; (2) items of income, gain, loss, deduction and credit would be accounted for by the Company entity on its federal income tax return and would not flow through to the Members; and (3) distributions would generally be treated as dividends taxable to the Members, to the extent of current or accumulated earnings and profits, and would not be deductible by the Company entity in computing its income tax. The effect of application of the corporate system of double taxation would result in a significant increase in the effective rate of tax because of the application of both corporate and individual tax rates to income, conversion of otherwise non-taxable distributions into taxable dividends and conversion of income arising from transactions qualifying for capital gain treatment (i.e., because allocable to a partner that is taxed as an individual) into income taxable at ordinary income rates (i.e., in the hands of an entity treated as a corporation).

The Regulations regarding entity classification operate to allow a business entity that is not otherwise required to be classified as a corporation (i.e., an “eligible entity”) to elect its classification for federal income tax purposes. Under the Regulations, an “eligible entity” that has at least two members will be treated as a partnership in the absence of an election. Accordingly, while the Company does not intend to request a ruling from the Service as to its classification for federal income tax purposes, unless it is deemed to be taxable as a corporation pursuant to the application of the publicly traded partnership rules discussed below, it will qualify as an “eligible entity” and need not make any election to be treated as a partnership for federal income tax purposes.

Based upon the entity classification Regulations, and Service rulings and judicial decisions under Section 7701(a) of the Code, all of which are subject to change, and based upon certain representations of the Manager and other assumptions and limitations, the Company should be treated as a partnership for U.S. federal income tax purposes and not as an association taxable as a corporation. The remaining summary of U.S. federal income tax considerations in this section assumes that the Company will be classified as a partnership for U.S. federal income tax purposes.

Publicly Traded Partnership Issues. If the Company were to be classified as a “publicly traded partnership,” it would be taxable as a corporation and all of its net income distributed to Members would be treated as portfolio income rather than passive income (see “Income Taxation of the Company and Members – Deductibility of Losses and Expenses” below beginning on page 48). A publicly traded partnership is generally defined under the Code as any partnership whose interests are traded on an established securities market or are readily tradable on a secondary market or the substantial equivalent thereof. Regulations have been issued (the “Section 7704 Regulations”) that provide guidance with respect to such classification standards, however, and they include certain safe harbor standards that, if satisfied, would preclude the Company or any of its subsidiaries from being classified as a publicly traded partnership (for example, if at least 90% of the Company’s gross income each year consists of certain types of passive income).

The Section 7704 Regulations contain definitions of what constitutes an established securities market and a secondary market or the substantial equivalent thereof, and they set forth what transfers may be disregarded in determining whether such definitions are satisfied with respect to the activities of a partnership. The Manager does not believe that the Interests are or will be traded on an established securities market or a secondary market or a substantial equivalent as defined in the Section 7704 Regulations. Additionally, the Manager intends to (and has the authority to) take appropriate steps to prevent Interests in the Company from being considered publicly traded. See

“SUMMARY OF PRINCIPAL TERMS” and “RISK FACTORS – Risks Related to U.S. Income Tax Matters – Avoiding Publicly Traded Partnership Status.”

Income Taxation of the Company and Members

General. In general, the Company will not itself be a taxable entity for federal income tax purposes. Rather, its items of income, gain, loss, deduction and credit (if any), and the character of such items (e.g., as interest or dividend income, as investment interest deductions or as capital gain or ordinary income), generally will flow through to the Members, with each Member reporting its distributive share of the items on the Member’s federal income tax return for the taxable year that includes the end of the Company year. The Members will be taxed on the Company’s income regardless of whether they receive distributions from the Company. Thus, it is possible that a Member could incur income tax liability with respect to its share of the income of the Company without receiving a distribution from the Company to pay such liability. In general, cash distributions from the Company to a Member (including a deemed distribution from a reduction in the Member’s share of Company liabilities) will not be taxable except to the extent distributions during a year exceed the Member’s share of the Company’s taxable income for the year and the Member’s tax basis in its Interests.

The Company will use the accrual method of accounting to report income and deductions for tax purposes and will prepare its financials using GAAP. It will report on the basis of a taxable year, which is generally the calendar year, or other taxable period as may be required by the Code. The Company will file an annual federal informational tax return, Form 1065, reporting its operations for each taxable year or taxable period to the Service and, after each taxable year or taxable period, will provide Members with the information on Schedule K-1 to Form 1065 necessary to enable them to include in their tax returns the tax information arising from their investments in the Company. It is possible, however, that the Company will not be able to furnish the Members’ Schedule K-1s for completing their U.S. tax returns prior to April 15th of each year. In such event, the Members will likely have to file requests for extension of time to file their U.S. tax returns. Section 6222 of the Code requires that the Members file their returns in a manner consistent with the treatment of the Company items on the Company’s returns, unless a statement is filed with the Service identifying the inconsistency.

Qualified Business Income. The Tax Act adds new section 199A to the Code, which reduces the income tax imposed on qualified business income (“QBI”) derived by an individual, estate or trust from a partnership, S corporation or sole proprietorship by creating a new deduction of up to 20 percent of the QBI of each individual. Accordingly, the top marginal tax rate on QBI that qualifies for the 20 percent deduction under the Act is 29.6 percent. These provisions are effective for taxable years beginning after December 31, 2017, and will expire on December 31, 2025.

QBI for a taxable year is defined as the net amount of domestic qualified items of income, gain, deduction and loss with respect to the taxpayer’s qualified trades and businesses, which generally means any trades or businesses other than specified service businesses. “Specified service businesses” are professions in the fields of health, law, consulting, athletics, financial services, brokerage services, or any trade or business in which the principal asset of such trade or business is the reputation or skill of one or more of its employees or owners, or which involves the performance of services that consist of investing and investment management, trading, or dealing in securities, partnership interests, or commodities. The Tax Act, however, allows individuals that derive business income from specified service businesses to treat such income as QBI if their taxable income is less than \$383,900 (for married taxpayers filing a joint return) or \$191,950 (for individuals), as such amounts may be adjusted for inflation pursuant to the Code.

The Tax Act limits the deduction for an individual’s QBI to the greater of (a) 50 percent of the individual’s “W-2 wages” paid with respect to the qualified trade or business, or (b) the sum of 25 percent of the W-2 wages plus 2.5 percent of the unadjusted basis of all “qualified property” immediately after its acquisition. Qualified property includes property of a character subject to depreciation and used in production of QBI. Such wages include wages subject to wage withholding, elective deferrals, and deferred compensation paid by the taxpayer during the calendar year. The W-2 wage limit does not apply for taxpayers with taxable income not exceeding \$383,900 (for married taxpayers filing a joint return) or \$191,950 (for other individuals), as such amounts may be adjusted for inflation pursuant to the Code.

QBI does not include certain investment-related income, gains, deductions, or losses. If a taxpayer has negative QBI for a particular year, the amount of such loss can be used to offset QBI in the following taxable year. The Tax Act also excludes from QBI (1) any amount paid by an S corporation that is treated as reasonable compensation of the taxpayer and (2) any amount that is a guaranteed payment for services actually rendered to or on behalf of a partnership. Qualified REIT dividends, qualified cooperative dividends and qualified publicly traded partnership income separately give rise to a deduction of up to 20 percent of QBI.

THE DEDUCTION UNDER SECTION 199A IS SUBJECT TO COMPLEX LIMITATIONS AND RESTRICTIONS AND THERE CAN BE NO ASSURANCES THAT THE COMPANY WILL GENERATE INCOME THAT IS ELIGIBLE FOR THE DEDUCTION. ACCORDINGLY, MEMBERS SHOULD CONSULT WITH THEIR TAX ADVISORS TO DETERMINE WHETHER THEY QUALIFY FOR THE DEDUCTION UNDER NEW SECTION 199A.

Alternative Minimum Tax Consequences. Prospective Members that are subject to the alternative minimum tax (the “AMT”) should consider the tax consequences of an investment in the Company in view of their AMT position, taking into account the special rules that apply in computing the AMT, including the special limitations as to the use of net operating losses and, in the case of individual taxpayers, the complete disallowance of miscellaneous itemized deductions and deductions for state and local taxes.

Medicare Tax on Net Investment Income. The Health Care and Education Reconciliation Act of 2010 (the “Reconciliation Act”) requires certain U.S. Persons who are individuals, estates or trusts to pay a 3.8% Medicare tax on “net investment income,” which generally includes interest, dividends, annuities, royalties, rents and capital gains, subject to certain exceptions. Such income received directly or via a pass-through entity such as the Company generally will be subject to this tax to the extent that a U.S. Member’s adjusted gross income exceeds a certain threshold. You should consult your tax advisor regarding the effect, if any, of the Reconciliation Act on taxable income arising from ownership and disposition of Interests in the Company.

Tax Basis. The tax basis of a Member’s Interests in the Company is used to determine if gain or loss is realized upon a sale of those Interests or upon the receipt of distributions of cash (including in certain circumstances, certain “marketable securities” treated as cash) from the Company. Additionally and as discussed below, a Member is allowed to deduct its allocable share of Company losses only to the extent of such tax basis. A Member’s tax basis in its Interests in the Company is, in general, equal to its contribution of cash to the capital of the Company, increased by the Member’s allocable share of the Company’s taxable income and liabilities of the Company, and decreased by the Member’s allocable share of the Company’s taxable losses, distributions of cash and other property from the Company to the Member, and reductions in liabilities of the Company.

Fund Distributions. Non-liquidating distributions of cash (including in certain circumstances, certain “marketable securities” treated as cash) from the Company to Members in any year will reduce the tax basis of that Member’s Interests in the Company by the amount of such cash distribution. To the extent such distribution exceeds the adjusted basis of the Member’s Interests in the Company, the Member will be treated as having recognized gain from the sale or exchange of such Interests. In addition, non-liquidating distributions of property other than cash or marketable securities will reduce the Member’s tax basis (but not below zero) in its Interests in the Company by the amount of the Company’s adjusted basis in such property immediately before its distribution but will not result in the realization of taxable income to the Member.

Deductibility of Losses and Expenses. As discussed immediately below, the Code imposes various limitations on the ability of taxpayers to use losses and deductions arising from investments in entities such as the Company. Each Member should consult with its own tax advisor regarding the Member’s ability to deduct losses allocated by the Fund based on such Member’s particular circumstances.

Investment Interest. Except as described herein, interest on any amount borrowed by an individual Member to purchase Interests (or fund a capital contribution to the Company) generally will be “investment interest,” which will be deductible only to the extent of the Member’s “net investment income.” For this purpose, net investment income will generally include net income from the Company and other income from property held for investment (other than income treated as passive activity income, described below). Qualified dividend income and long-term

capital gain are excluded from the definition of net investment income unless the Member makes a special election to treat such qualified dividend income or capital gain as ordinary income.

Basis Limitation. A Member may not deduct its allocable share of Company losses and deductions in excess of the adjusted basis of the Member's Interests in the Company determined as of the end of the taxable year. Allocated losses that are not allowed may be carried over indefinitely and claimed as a deduction in a subsequent year to the extent that such Member's adjusted basis in its Interests has increased above zero.

Passive Activity Losses. The deductibility of Company losses is limited further by the passive activity loss limitations set forth in the Code. Passive activities generally include any activity involving the conduct of a trade or business in which the taxpayer does not materially participate. It is likely that a Member's Interests in the Company will be treated as a passive activity. Accordingly, Company income and loss, other than interest income that will constitute portfolio income, will generally constitute passive activity income and passive activity loss to the Member. Losses from passive activities are generally deductible only to the extent of a Member's income or gains from passive activities and will not be allowed as an offset against other income, including salary or other compensation for personal services, active business income or portfolio income, which includes non-business income derived from dividends, interest, royalties, annuities and gains from the sale of property held for investment.

"At Risk" Limitation. The deductibility of Company losses is limited further by the "at risk" limitations set forth in the Code. Members who are individuals, estates, trusts and certain closely held corporations will not be allowed to deduct losses in excess of the amounts that such Members are determined to have "at risk" at the close of the Company's taxable year. Generally, a Member's "amount at risk" will include only the amount of its capital contribution to the Company. However, the Code treats certain nonrecourse financing secured by real estate as an amount "at risk" if the loan is from a party engaged in the lending business, is not convertible to equity and, in general, no person has any personal liability for repayment of the liability. A Member's "amount at risk" will be reduced by its allocable share of Company losses and by distributions made by the Company and increased by its allocable share of Company income. Any deductions that are disallowed under this limitation may be carried forward indefinitely and utilized in subsequent years to the extent that a Member's "amount at risk" is increased in those years.

Miscellaneous Itemized Deductions. Prior to January 1, 2018, under section 67 of the Code, individuals could deduct certain miscellaneous expenses (e.g., investment advisory fees, tax preparation fees, unreimbursed employee expenses, subscriptions to professional journals) only to the extent such deductions exceeded, in the aggregate, 2.0% of the individual's adjusted gross income. For taxable years beginning after December 31, 2017, and before January 1, 2026, the Tax Act suspends the deduction for miscellaneous itemized deductions.

Organization Expenses. In general, organization expenses of a partnership must be capitalized and may not be deducted by a partnership or its partners. However, a partnership may elect (i) to deduct organization expenses of up to \$5,000, subject to certain limits, in its first taxable year and (ii) to amortize any remaining organization expenses over a 180-month period beginning with the month in which the partnership begins business. Syndication fees (which would include placement agent fees or selling commissions paid by the Fund), on the other hand, must be capitalized and cannot be amortized or otherwise deducted. While a Member's share of the syndication fees of the Company is not deductible, it will become a part of a Member's tax basis for its Interests (resulting in a capital loss for a Member upon liquidation of the Company that may offset capital gains allocated to such Member in the year of liquidation, or a reduction in the gain (or increase in the capital loss) upon a sale of the Member's Interests) (if applicable).

Capital Losses. The Company may incur capital losses. Capital losses for a year may only be used to offset capital gains of the Member for such year or future years, plus \$3,000 per year for individuals.

Non-Corporate Loss Limitation. The Tax Act limits the deductibility of excess business losses for non-corporate taxpayers for tax years beginning after December 31, 2017, and before January 1, 2026. Excess business losses are defined as the excess of the taxpayer's aggregate deductions that are attributable to trades or businesses of the taxpayer over the excess of aggregate gross income or gain of such taxpayer for the tax year that is attributable to such trades or businesses, plus \$270,000 (or 200 percent of such amount in the case of a joint return). This loss limitation would be applied after the application of the passive activity rules under section 469. Disallowed excess business losses would be treated as a net operating loss carryforward to the next year. For partnerships and S corporations, the loss limitation would be applied at the partner or shareholder level.

The CARES Act removes the excess business loss limitation for tax years beginning prior to January 1, 2021, thereby permitting deduction of business losses in excess of the above threshold. For tax years beginning in 2021 through 2026, taxpayers may treat excess business losses as net operating losses for purposes of determining a net operating loss carryforward in the following year. The IRA extended this provision through 2028.

Character of Income From Sale of Assets. Operating Assets held by the Company for more than one year should qualify as assets described in Section 1231 of the Code. The Company's gains and losses from Section 1231 property will flow through to and be taken into account as such by the Members on their tax returns. In general, if a Member's Section 1231 gains for a year exceed its Section 1231 losses, such gains and losses are treated as long-term capital gains and losses (except that a net Section 1231 gain may be ordinary income to the extent of non-recaptured net Section 1231 losses over the preceding 5 years).

On the other hand, if a Member's Section 1231 gains for a year do not exceed its Section 1231 losses, such gains and losses are treated as ordinary income and loss. In addition, gain on the sale of property will be ordinary income to the extent the gain represents depreciation or cost recovery recapture (which in the case of a corporation includes a portion of the gain attributable to straight-line depreciation of real property).

It is possible that the Service could take the position that some or all the Company's Assets are inventory property or property held primarily for sale to customers in the ordinary course of business. Under that characterization, the property would not qualify as Section 1231 property and gain (or loss) on the sale would be ordinary income (or loss).

Business Interest Expense Limitation. The Tax Act introduced a new and substantial business interest limitation. Code Section 163(j) provides that a taxpayer will generally be prohibited from deducting business interest expenses (i.e., interest that is properly allocable to a trade or business) that exceed the sum of (i) business interest income and (ii) 30% of adjusted taxable income. For tax years beginning in 2022, depreciation, amortization, and depletion must be deducted in determining adjusted taxable income. Any disallowed interest under this new rule may be carried forward indefinitely. Under the proposed and final regulations, the section 163(j) limitation with respect to partnerships applies to the partnership level. To the extent that a partnership's business interest expense does not exceed its section 163(j) limitation, such business interest expense is allocated by the partnership to the partners, and is not subject to further limitations under section 163(j) at the partner level. The partnership's adjusted taxable income, once applied in calculating the partnership's section 163(j) limitation, is not treated as adjusted taxable income when allocated to its partners. Instead, a partner's adjusted taxable income is increased by the partner's distributive share of the "unused" portion of the partnership's adjusted taxable income (referred to as "excess taxable income"). The portion of the partnership's excess business interest expense is allocated to and carried forward by its partners. Excess business interest expense can be deducted by a partner (to the extent not otherwise limited by section 163(j) at the partner level) only to the extent that the partner is allocated either excess taxable income or excess business interest income from the same partnership.

Taxpayers with average gross receipts of less than \$25 million, based on certain attribution rules, over the preceding three taxable years are generally excluded from the application of the new interest expense limitation. It is currently unknown whether the Company is eligible to make this election. In addition, a taxpayer may make an irrevocable election to be excluded from the new interest expense limitation provision if such person is engaged in a real property trade or business under Code Section 469(c)(7)(C). If a taxpayer makes such an election, it must depreciate non-residential real property, residential real property, and qualified improvement property using the alternative depreciation system, which disallows use of 100% bonus depreciation. The Manager has not yet analyzed whether this election would be advantageous to the Company and its Members.

Finally, if the Company is unable to, or if the Manager determines not to elect out of the application of the new Code Section 163(j) rules, then the Members may be required to make certain basis adjustments in their Interests based on the application of section 163(j). Prospective Members are strongly encouraged to consult with their tax advisors regarding an investment in the Company with respect to Code Section 163(j).

Allocations of Income, Gain, Loss, Deduction, and Credits

Generally. Section 704(a) of the Code provides generally that partnership items of income, gain, loss, deduction and credit are to be allocated among partners as set forth in the relevant partnership agreement. Section 704(b) provides, however, that if an allocation does not have substantial economic effect, such allocation will instead be made in accordance with the partner's interest in the partnership as determined by taking into account all facts and circumstances. Regulations issued under Section 704(b) of the Code (the "Section 704(b) Regulations") provide complex rules for determining (1) whether allocations will be deemed to have economic effect, (2) whether the economic effect of allocations will be deemed to be substantial, and (3) whether allocations not having substantial economic effect will nonetheless be deemed to be made in accordance with a partner's interest in the partnership.

Substantial Economic Effect Test. The Section 704(b) Regulations provide generally that an allocation will be considered to have economic effect if (1) partners' capital accounts are determined and maintained in accordance with the Section 704(b) Regulations; (2) upon liquidation, liquidating distributions are made in accordance with the positive capital account balances of the partners after taking into account all capital account adjustments for the year during which such liquidation occurs; and (3) the partnership agreement contains a "qualified income offset" provision and the allocation in question does not cause or increase a deficit balance in a partner's capital account at the end of the taxable year. Alternatively, allocations will be considered to have economic effect if, as a result of the allocations, a liquidation of the partnership at the end of each taxable year would produce the same economic results as under the foregoing test. The Regulations refer to this as the "economic effect equivalence" test.

Additionally, the economic effect of the allocations of profits and losses must be "substantial" (i.e., there must be a reasonable possibility that the allocation will affect the dollar amounts to be received by partners, independent of tax consequences). The economic effect of an allocation is presumed not substantial if there is a strong likelihood that the net adjustments to the partner's capital account will not differ substantially from the net adjustments that would have been made in the absence of such allocation, and the total tax liability of the partners for such year is less than it would have been in the absence of such allocations. If the allocations of profits and losses set forth in a partnership agreement do not have substantial economic effect, the allocations will then be made in accordance with the partners' "interests in the partnership" by taking into account all facts and circumstances relating to the economic arrangement of the partners, including relative capital contributions, interests in economic profits and losses (if different from those in taxable income or loss), interests in cash flow and other non-liquidating distributions, and rights to distributions of capital upon liquidation.

The LLC Agreement provides: (1) for the maintenance of capital accounts in accordance with the Section 704(b) Regulations; (2) upon liquidation, liquidating distributions are made in accordance with the positive capital account balances of the partners after taking into account all capital account adjustments for the year during which such liquidation occurs; and (3) a "qualified income offset" provision. Thus, the allocations of the LLC Agreement should have economic effect for purposes of the Section 704(b) Regulations. As well, the LLC Agreement does not provide for allocations that are shifting or transitory within the meaning of the Section 704(b) Regulations. Furthermore, the allocations set forth in the LLC Agreement should satisfy the "overall substantiality test" set forth in the Section 704(b) Regulations because such allocations will determine the amount of cash proceeds that will be received by each partner upon a liquidation of the Company. Therefore, the economic effect of the allocations contained in the LLC Agreement should be "substantial." As a result, the Service should respect the Company's allocations of profits, losses and other tax items among the Members in accordance with the LLC Agreement.

Tax Allocations with Respect to Contributed Property. Pursuant to Section 704(c) of the Code, income, gain, loss and deduction attributable to appreciated or depreciated property that is contributed to a partnership in exchange for an interest in the partnership must be allocated for U.S. federal income tax purposes in a manner such that the contributing partner is charged with, or benefits from, the unrealized gain or unrealized loss associated with the property at the time of the contribution. The amount of unrealized gain or unrealized loss is generally equal to the difference between the fair market value of the contributed property at the time of contribution and the adjusted tax basis of such property at the time of contribution. Under applicable Regulations, partnerships are required to use a "reasonable method" for allocating items subject to Code Section 704(c), and several reasonable allocation methods are described therein.

Under the LLC Agreement, depreciation or amortization deductions of the Company generally will be allocated among Members in accordance with their Interests, except to the extent the Company is required under Section 704(c) to use a different method for allocating depreciation deductions attributable to its properties which could result in certain Members receiving a disproportionately larger share of such deductions and other Members receiving a disproportionately smaller share of such deductions. In addition, gain or loss on the sale of a property that has been contributed to the Company will be specially allocated to the contributing Members to the extent of any built-in gain or loss with respect to the property at the time of contribution to the Company. It is possible that a Member may (1) be allocated lower amounts of depreciation deductions for tax purposes with respect to properties effectively contributed (in part or in full) by such Member than would be allocated to such Member if each such property were to have a tax basis equal to its fair market value at the time of contribution and (2) be allocated taxable gain in the event of a sale of such contributed properties in excess of the economic profit allocated to such Member as a result of such sale. These allocations may cause a Member to recognize taxable income in excess of cash proceeds received by such Member. In addition, the timing of the allocation to a Member of taxable gain in respect of any built-in gain on contributed properties will depend upon the dates on which such contributed properties are sold, which is unpredictable.

Sale or Exchange of Interests in the Company

Interests are not transferable without the consent of the Manager and subject to other limitations specified in the LLC Agreement. See “SUMMARY OF PRINCIPAL TERMS.” If a Member does sell Interests (or is deemed to do so upon the receipt of payments upon the admission of Members at a subsequent closing or upon the liquidation of the Company), gain or loss will generally be recognized in an amount equal to the difference between (i) the amount realized (the sale proceeds plus the Member’s share of partnership liabilities of which the Member is relieved), and (ii) the Member’s adjusted tax basis in the Interests. If the Interests have been held as a capital asset for more than one year, any gain or loss will generally be long-term capital gain or loss; provided, however, that a capital contribution by the Member within the one-year period ending on such date may cause part of such gain or loss to be short-term. In addition, under Section 751 of the Code, gain from the sale or other disposition of Interests will be treated as ordinary income to the extent of the Member’s distributive share of the Company’s “unrealized receivables” (which is defined to include depreciation recapture property) and “substantially appreciated inventory.” Furthermore, certain individuals, estates and trusts that are Members will be subject to a 3.8% Medicare tax on gains from the sale or other disposition of Interests in the Company.

Special rules may apply to the disposition of Interests by a non-U.S. Member.

Basis Adjustments

Elective Adjustments. If the Company holds equity interests in real estate, under Section 754 of the Code, the Fund could elect to adjust the basis of Company property upon the transfer of Interests so that the transferee would be treated, for purposes of calculating depreciation and realizing gain, as though it had acquired a direct interest in Company Assets. The Manager has the sole and absolute authority to make a Section 754 election on behalf of the Company. If the Manager determines not to make a Section 754 election, depreciation available to a transferee of Interests will be limited to the transferor’s share of the remaining depreciable basis of Company properties, and upon a sale of a property, taxable income or loss to the transferee of the Interests will be measured by the difference between its share of the amount realized upon such sale and its share of Company tax basis in the property, which may result in greater tax liability than if a Section 754 election had been made. The absence of such a Section 754 election by the Company may result in Members having greater difficulty in selling their Interests.

Mandatory Adjustments. Upon certain transfers of Interests, Section 743 of the Code may require the Company to adjust its tax basis in its Assets. Any such adjustment (which is personal to the transferee) could result in the Company allocating more income or gain or less depreciation or loss to a transferee of Interests than would have been allocable to them in the absence of any adjustment. Any transferee will also be required to bear the reasonable costs of complying with Section 743 of the Code.

Certain Special Considerations for Tax-Exempt Investors

Tax-exempt organizations generally are subject to federal income tax on UBTI, generally at corporate rates, except for trusts and IRAs, which are generally taxed on such income at trust rates. If, as anticipated, the Company

uses leverage to finance its assets, a portion of the income of the Company will be UBTI under the debt-financed property rules of Section 514 of the Code, absent a specifically codified exception from UBTI in the Code.

Debt-financed property includes property for which there is “acquisition indebtedness.” “Acquisition indebtedness” for these purposes is the amount of any indebtedness incurred directly or indirectly to acquire or improve property, including (a) indebtedness incurred in acquiring or improving property, (b) indebtedness incurred before the acquisition or improvement of property if such indebtedness would not have been incurred but for the acquisition or improvement of the property and (c) indebtedness incurred after the acquisition or improvement of property if such indebtedness would not have been incurred but for such acquisition or improvement and such indebtedness was reasonably foreseeable at the time of the acquisition or improvement.

To the extent the Company recognizes income from any assets with respect to which there is “acquisition indebtedness” during a taxable year, the percentage of such income that will be treated as UBTI generally will be based on the percentage that the “average acquisition indebtedness” incurred with respect to such asset is of the “average amount of the adjusted basis” of such asset during the taxable year. This form of UBTI is referred to as unrelated debt-financed income (“UDFI”). Indebtedness incurred by an exempt organization to acquire or to carry its interest in the Company as a Member will also be treated as “acquisition indebtedness” for these purposes and generate UDFI.

To the extent the Company recognizes gain from the disposition of an asset with respect to which there is “acquisition indebtedness” at any time during the twelve-month period ending with the date of the asset’s disposition, the percentage of such gain that will be treated as UBTI will be based on the percentage that the highest amount of such “acquisition indebtedness” is of the “average amount of the adjusted basis” of such asset during such period.

One exception to the application of the debt-financed property rules is the exception for real property (but such exception does not apply to debt) acquired by a “qualified organization” within the meaning of Section 514(c)(9)(C) of the Code. “Qualified organizations” generally include qualified trusts under Section 401 of the Code, certain educational organizations, and certain corporations and trusts formed for the exclusive purpose of acquiring and holding real property and distributing all of the income derived therefrom to its shareholders or beneficiaries. This exception may apply where a qualified organization is a partner in a partnership that holds real property (not including debt), provided certain additional requirements are met with respect to the partnership.

The Manager does not expect that the Company will be compliant with the “fractions rule” set forth in Section 514(c)(9) of the Code and associated Regulations, and the Manager is not required to structure investments to meet the requirements of the “fractions rule.” Even if the Company is able to comply with the “fractions rule,” tax-exempt investors may have UBTI from Assets that are acquired by the Company. Accordingly, tax-exempt investors, whether or not they are “qualified organizations,” should expect to have UBTI from Assets that are acquired by the Company.

IRAs through which a person may choose to invest are subject to taxation of UBTI, including as a result of UDFI. In addition, if an IRA realizes more than \$1,000 of UBTI in a taxable year as a result of its investment in the Company (or as a result of its investment in the Company and other investments generating UBTI), the IRA will have a separate tax filing requirement with the Service. Failure to comply with this filing requirement could subject the IRA trustee and IRA to fines, penalties, excise taxes, and potentially result in a loss of the IRA’s tax-exempt status. Investors desiring to invest through an IRA are strongly urged to consult with their individual tax advisors before making such an investment.

The Manager may (but is not required to) elect to structure the Company’s operations to reduce or eliminate UBTI for some or all tax-exempt investors. The Manager currently has no plans to do so.

The Manager will not be liable for the recognition of any UBTI by a Member with respect to an investment in the Company, and prospective Members can expect some or all of their profits from the Company to be UBTI. In addition, if the Company were considered a dealer in property, gains from the sale of its dealer properties would also generally be UBTI.

THE POTENTIAL FOR HAVING INCOME CHARACTERIZED AS UBTI MAY HAVE A SIGNIFICANT EFFECT ON ANY INVESTMENT BY A TAX-EXEMPT ENTITY IN THE COMPANY, AND

MAY MAKE INVESTMENT IN THE COMPANY UNSUITABLE FOR SOME TAX-EXEMPT ENTITIES. TAX-EXEMPT INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE FEDERAL, STATE, LOCAL, AND FOREIGN TAX CONSIDERATIONS APPLICABLE TO AN INVESTMENT IN THE COMPANY, INCLUDING ALL ASPECTS OF UBTI.

In addition, as a result of the Company having one or more tax-exempt Members, the Assets held directly or indirectly by the Company may constitute “tax-exempt use property” under Section 168(h)(6) of the Code if each Member is not allocated the same distributive share of each item of the Company’s income, gain, loss, deduction, credit and basis and such share does not remain the same during the entire period such Member is a Member of the Company. Depreciable property that constitutes “tax-exempt use property” may be subject to a longer recovery period and certain losses resulting from the leases of such property to a tax-exempt entity may also be deferred or denied for federal income tax purposes. Such characterization of the Company’s Assets as “tax-exempt use property” may have a negative impact on the rate of return from the investment in such Asset for taxable investors, although such negative impact is not expected to be significant.

Certain U.S. Federal Income Tax Considerations for Non-U.S. Members

The U.S. federal income tax consequences applicable to prospective Members that are foreign persons generally will depend on whether the Company is deemed to be engaged in a U.S. trade or business. Based on the nature of the investments to be made by the Company, and the nature of the activities contemplated by the Company, the Manager believes that the Company will be deemed to be engaged in a U.S. trade or business. As a result, a Non-U.S. Member holding a direct interest in the Company will be subject to federal income tax each year on its distributive share of the taxable income of the Company that is deemed to be “effectively connected” with a U.S. trade or business and will be required to file a U.S. federal income tax return, as if such investor were a U.S. citizen or resident, regardless of whether the Company makes any distributions. A foreign individual who directly invests (without the use of a “blocker” entity) in the Company would also (i) be subject to U.S. (and potentially state) estate tax with respect to the value of his or her interest in the Company and (ii) have to file state tax returns in states in which the Company and its subsidiaries do business.

A federal withholding tax generally will be imposed on a Non-U.S. Member’s allocable share of any taxable income of the Company that is “effectively connected” with a U.S. trade or business (whether or not such income is distributed). The rate of the withholding tax under Section 1446(b) is currently 37% if the Non-U.S. Member is not a corporation and 21% if the Non-U.S. Member is a corporation. Such withholding tax may be claimed as a credit against such Member’s substantive U.S. tax liability. There also may be state or local tax withholding.

In addition, to the extent that the Company realizes any fixed, determinable, annual or periodical income (such as interest and dividend income) that is not effectively connected with a U.S. trade or business (including dividend income arising from investments in “qualified opportunity zone stock”), such income distributed or allocable to a Non-U.S. Member generally will be subject to a 30% federal withholding tax. Such withholding tax may be reduced or eliminated with respect to certain types of such income under any applicable income tax treaty between the United States and the Non-U.S. Member’s country of residence or under the “portfolio interest” rules contained in Code Section 871 or 881, provided that the Non-U.S. Member provides proper certification as to the Non-U.S. Members’ eligibility for such treatment. Any Non-U.S. Member that is a governmental entity qualifying under Code Section 892 may be exempt from the 30% withholding tax.

Each Member generally will be personally liable to the Company with respect to any withholding tax not satisfied out of that Member’s share of any distributions by the Company, plus interest if not repaid on demand.

In addition to the tax matters discussed immediately above, an investment by a Non-U.S. Person in the Company will likely implicate the provisions of FIRPTA. FIRPTA may be applicable due to the fact that the Company is expected to own one or more “United States real property interests.” A “United States real property interest” (a “USRPI”) generally means an ownership interest in real property located in the United States or the U.S. Virgin Islands and any equity interest in certain domestic corporations or partnerships that hold real property interests, but would not generally include a mortgage loan unless it provided for contingent interest payments based upon the income from or value of the real property securing such loan. Any gain or loss of a foreign person that is realized in connection with the actual or constructive disposition of a USRPI generally would be treated as gain or loss effectively connected with

a trade or business engaged in by the taxpayer in the United States and would be subject to federal and possibly state and local income tax. Any gain or loss allocable to a Non-U.S. Member arising from a disposition by the Company of a USRPI would be so taxable, and, upon such a disposition, the Company would be required to withhold a federal tax equal to 35% (or, under the Regulations, equal to 20% in certain circumstances) of such gain realized, unless the Company is required to withhold under the rules described above for the “effectively connected” income of Members.

In addition, to the extent attributable to USRPIs owned by the Company, the amount realized on a sale or exchange by a Non-U.S. Member of its Interests would be treated as received in exchange for a USRPI. Gain or loss, to the extent so attributable, therefore would be subject to federal net income tax and the gross proceeds from such sale or exchange may become subject to a 15% withholding tax. However, if 50% or more of the value of the gross assets of the Company consists of USRPIs and 90% or more of the value of the gross assets of the Company consists of USRPIs plus cash or cash equivalents, then Interests will be treated in their entirety as a USRPI for purposes of such withholding tax. As a result, the entire proceeds of such sale generally would be subject to a 15% withholding tax.

Amounts withheld for federal income taxes may be claimed as a credit against a Non-U.S. Member’s substantive U.S. income tax liability.

Prospective Non-U.S. Members that are foreign corporations also should be aware that the 30% U.S. “branch profits tax” and “branch-level interest tax” imposed by Code Section 884 would apply to an investment in the Company by a corporate Non-U.S. Member, although the tax rate may be reduced or the tax eliminated entirely for residents of certain foreign countries with tax treaties with the United States.

Upon request, the Manager will assist a prospective Non-U.S. Member in establishing a blocker structure to eliminate U.S. tax withholding and reduce or eliminate the amount of U.S. and state tax payable by Non-U.S. Members, and the Manager will discuss such blocker structures with a prospective Member upon request.

Withholding Taxes

The Manager, in its discretion, may withhold and pay any taxes that the Manager deems payable with respect to any Members, as applicable, and any such taxes may be deducted from any distribution otherwise payable to such Members. To the extent the withholding on behalf of a Member exceeds the amount that would be distributed to it, such excess shall be treated as a demand loan made by the Company to such Member that will bear an annual interest rate equal to ten percent (10%).

Foreign Accounts and FATCA

Under the Foreign Account Tax Compliance Act (“FATCA”), if certain disclosure requirements related to U.S. accounts or ownership are not satisfied, a federal withholding tax at a 30% rate will be imposed with respect to dividends and interest received by the Company that are allocable to (1) U.S. Members that own their Interests in the Company through foreign accounts or foreign intermediaries and (2) certain Non-U.S. Members. If payment of withholding taxes is required, Non-U.S. Members that are otherwise eligible for an exemption from, or reduction of, federal withholding taxes with respect to such proceeds will be required to seek a refund from the Service to obtain the benefit of such exemption or reduction. The Company will not pay any additional amounts in respect of any amounts withheld, and prospective investors should consult their tax advisors regarding the application of FATCA to an investment in the Company.

State and Local Taxes

The foregoing discussion does not address the state and local tax consequences of an investment in the Company, and prospective Members again are urged to consult their own advisors with respect thereto.

It should be noted that Members may be subject to state and local taxes, and may be required to file returns in jurisdictions in which the Company may be deemed to be doing business or own property or in which its income is otherwise sourced. An investment in the Company could subject a Member to taxation by such a state on non-partnership income as well. Certain of such states may require the Company to withhold state taxes on Company income sourced in such state to the extent allocable to nonresidents (which amounts so withheld from a Member will

be treated as Company distributions to such Member). The foregoing taxation may also be in addition to taxation by the Member's state of residence (which may grant a tax credit for taxes paid in other states). Moreover, the Company itself may be subject to entity-level taxation in certain jurisdictions if it is considered to be engaged in business therein.

Administrative Matters

The partnership audit rules, as written, do not entitle partners to mount their own defense of the tax position at issue. Under the new law, significant power is vested in a designated "partnership representative." If a partnership's taxable year is audited by the Service, then both the partners and the partnership will be bound by the actions taken by the partnership representative. The Company's LLC Agreement specifies that the Manager is designated as the "partnership representative." As such, if the Service audits the Company, any action or decision by its partnership representative will be the imputed action or decision of each Member.

The new audit procedures provide that any adjustment to a partnership's items of income, gain, loss, deduction, or credit (and any partner's distributive share of such adjustment) is determined at the partnership level. However, taxes and penalties associated with such adjustment are assessed and collected at the partnership level, rather than the partner level. The rules determine any imputed underpayment by netting each partner's adjustments of income, gain, loss, deduction, or credit and multiplying the net adjustment by the highest tax rate in effect for the taxable year under audit (the "Reviewed Year"). Since the Reviewed Year's highest tax rate is applied regardless of the individual partners' tax rate, the partnership may be liable for higher amounts than if the adjustments were made at the partner level. Under the rules, the partnership will take the adjustment into account in the "Adjustment Year" – the year that the audit or judicial review is complete. As such, the economic burden of an adjustment (and any related penalties) could be shifted from those who were partners in the partnership during the Reviewed Year to the partnership's partners as of the Adjustment Year, although partners will not be held jointly and severally liable for a partnership's tax liability.

Under the rules, partners continue to be required to treat each item of income, gain, loss, deduction, or credit attributable to the partnership in the same manner as the partnership. A partner who fails to treat such items consistently and who does not satisfy one of the narrow exceptions to this rule may be subject to assessed deficiencies by the Service. Members are not held jointly and severally liable for the partnership's tax liability. However, the new audit rules provide partnerships with an alternative to payment of any imputed underpayment. Under this alternative procedure, the Company may make an election pursuant to Code Section 6226 to require each person who was a Partner during a Reviewed Year to personally bear any tax, interest, and penalty resulting from adjustments based on such audit. By subscribing for Interests in the Company, each Member agrees to the foregoing, even if such person is no longer a partner in the Company (unless a substitute Member has agreed to bear such liability in an appropriate transfer document). Furthermore, if the Company is unable (or otherwise fails) to make an election under Code Section 6226 and becomes subject to an entity-level tax, the LLC Agreement provides that each Member agrees to bear its proportionate share of the liability, even if such person is no longer a Member of the Company (unless a substitute Member has agreed to bear such liability in an appropriate transfer document).

The law also contains an "opt-out" election where a partnership with 100 or fewer qualifying partners may opt-out of these new rules. However, partnerships with a partnership (or a limited liability company treated as a partnership for federal income tax purposes) as a partner, would not be eligible for such an opt-out. One or more of the prospective Members of the Company may be a partnership (or treated as such). Therefore, the Company may not be eligible to opt-out of the new rules.

Tax Shelter Regulation. It is not expected that the Company will be required to register as a tax shelter.

Possible Tax Law Changes

The foregoing discussion is only a summary and is based upon existing federal income tax law. Members should recognize that the federal income tax treatment of an investment in the Company may be modified at any time by legislative, judicial, or administrative action, including as part of the current "tax reform" debate within Congress. Any such changes may have a retroactive effect with respect to existing transactions and investments and may modify the statements made above. In particular, the Tax Act includes sweeping changes to U.S. tax laws and represents the

most significant changes to the Code since 1986. Members are urged to consult with their own tax advisor with respect to the impact of recent legislation, including the Tax Act and the CARES Act, on their investment in the Interests.

THE FOREGOING DISCUSSION SHOULD NOT BE CONSIDERED TO DESCRIBE FULLY THE FEDERAL INCOME TAX CONSEQUENCES OF AN INVESTMENT IN THE COMPANY. MEMBERS ARE STRONGLY ADVISED TO CONSULT WITH THEIR TAX ADVISORS WITH RESPECT TO THE FEDERAL, STATE, LOCAL, AND FOREIGN INCOME TAX CONSEQUENCES OF AN INVESTMENT IN THE COMPANY.

United States Securities Laws

Securities Act of 1933

The offer and sale of Interests will not be registered under the Securities Act, or under applicable state securities laws. The Interests are being offered and sold in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act and/or Rule 506 of Regulation D promulgated thereunder for transactions not involving a public offering.

As a purchaser of the Interests in a private placement not registered under the Securities Act, each Member will be required to represent, among other things, that he, she or it is acquiring the Interests for investment purposes only and not with a view to or for resale, distribution or fractionalization of the Interests, that the Member is an “accredited investor” as the term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act, and that it has received or had access to all information it deems relevant to evaluate the risks of the prospective investment. A purchaser representing that he, she or it is an accredited investor may also be required to furnish information supporting that assertion, such as an investor questionnaire, copies of tax statements or returns or brokerage statements.

Further, each investor must be prepared to bear the economic risk of the investment for an indefinite period because the Interests cannot be sold unless they are subsequently registered under the Securities Act or an exemption from such registration is available (in addition to the restrictions on transfer contained in the LLC Agreement – see “SUMMARY OF PRINCIPAL TERMS”). It is not contemplated that registration of the Interests under the Securities Act or other securities laws will ever be effected. There is no public market for the Interests, and none is expected to develop.

Additionally, the exemption provided by Rule 506 of Regulation D may become unavailable if “specified persons” who become subject to a disqualifying event (as described in Rule 506(d)) are beneficial owners of 20% or more of the Company’s outstanding equity securities calculated on the basis of total voting power rather than on the basis of ownership of such securities (a “20% Beneficial Owner”). In the event that a Member who is a 20% Beneficial Owner becomes subject to a disqualifying event, the Manager may treat such Member as a Defaulting Member (as defined in the LLC Agreement) or take such equitable measures as it may determine, such as the compulsory withdrawal of, or the transfer of all or a portion of, such Member’s Interests.

During the course of the Offering and prior to a purchaser’s investment in the Interests, such purchaser is invited to ask questions of the Manager concerning the terms and conditions of the Offering and to obtain any additional information, to the extent the Manager possesses such information or can acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information furnished in this Memorandum.

Ownership restrictions may become necessary to reflect changes in the applicable laws and regulations of the United States or any other jurisdiction whose laws may be applicable to the Company. The Manager, as a condition to the acknowledgment and acceptance of any subscription, purchase, continued holding or transfer of Interests, may require satisfactory evidence of compliance with the above restrictions and any restrictions that may be imposed in the future or that may be required by any current or future law, rule, regulation, or interpretation by any applicable jurisdiction.

Offers and sales of Interests to non-United States persons will be made pursuant to Regulation S under the Securities Act and applicable foreign securities laws. **If you are not a United States citizen, please contact the Manager so you can coordinate compliance with your local securities laws.**

Securities Exchange Act of 1934

The Company will be required to register as a public reporting company under the Exchange Act if it has more than \$10,000,000 in assets and its securities are “held of record” by either 2,000 persons, or 500 persons who are not accredited investors. The Fund intends to limit the number of persons who hold Interests of record such that the Company will not be required to register as a public reporting company. However, if our Manager determines that it will be in the best interest of the Company and the Members for the Company to have 2,000 or more persons holding Interests of record, the Company will register as a public reporting company. Public reporting companies are required to file current and periodic reports with the SEC, among other reporting requirements. If the Company registers as a public reporting company, the Company would incur substantial additional operating expenses in connection with compliance with the reporting requirements under the Securities Exchange Act. In addition, the Company would be exposed to additional potential for liability for any material misstatement or omission made in any report filed with the SEC.

Investment Company Act of 1940

The Company intends to conduct its operations so that it does not meet the definition of “investment company” set forth in Section 3(a)(1) of the Investment Company Act or is exempt from regulation as an “investment company” pursuant to Section 3(c)(5)(C) of under the Investment Company Act. Section 3(c)(5)(C) is available for entities primarily engaged in the business of “purchasing or otherwise acquiring mortgages or other liens on and interests in real estate.” Accordingly, investors in the Company will not have the benefits of substantive provisions of the Investment Company Act available only to investors in funds registered under the Investment Company Act, including among others, substantive disclosure provisions.

The Manager does not intend to cause the Company to register as an investment company under the Investment Company Act. If the Company is required to register as an investment company under the Investment Company Act, it could not continue its business plan, which may significantly reduce the value of the Units.

The Manager intends to monitor the Company’s operations and Assets on an ongoing basis in order to ensure that the Company meets the requirements of Section 3(c)(5)(C). Our determinations that we are exempt under Section (c)(5)(C) of the Investment Company Act are based on SEC staff no-action letters and SEC guidance and, where such guidance does not exist, on our own judgments. There can be no assurance that the SEC staff will concur with our views, or that the laws governing the Investment Company Act status of companies such as the Company, or the guidance provided by the SEC or its staff, will not change in a manner that would not adversely affect the status of the Company under the Investment Company Act.

If the Company were to meet the definition of an “investment company” and failed to qualify for an exemption or other exception from the Investment Company Act, the Company would be required to comply with numerous additional regulatory requirements and operational restrictions, which could adversely restrict operations and reduce distributions to Members. If we were obligated to register as an investment company, we would have to comply with a variety of substantive requirements under the Investment Company Act that impose, among other things:

- limitations on capital structure;
- restrictions on specified investments;
- prohibitions on transactions with affiliates; and
- compliance with reporting, record keeping, voting, proxy disclosure and other rules and regulations that would significantly increase our operating expenses.

There can be no assurance that the laws governing the Investment Company Act status of companies such as the Company will not change in a manner that would not adversely affect the status of the Company under the Investment Company Act. If the Company was required to register under the Investment Company Act, the Company would be required to comply with numerous additional regulatory requirements and operational restrictions, which could adversely restrict operations, reduce the value of the Interests and reduce distributions to Members. If we were required to register as an investment company but failed to do so, we would be prohibited from engaging in our

business, and criminal and civil actions could be brought against us. In addition, our contracts would be unenforceable unless a court required enforcement, and a court could appoint a receiver to take control of the Company and liquidate our business.

Although the Company entities do not intend to rely on the exemptions in Sections 3(c)(1)¹ or 3(c)(7)² of the Investment Company Act, investors will be asked to provide representations and undertakings in order to ensure the availability of these exemptions in the event that the Manager deems it appropriate in the future to rely on them because of changes in the law or available interpretations thereof (or otherwise). The Manager will also have the right to establish parallel investment vehicles whereby one such parallel investment vehicle can claim an exemption under Section 3(c)(1) and another under Section 3(c)(7). Among other requirements, each investor will be asked to agree to comply with restrictions on transfer designed to assure that the Company, including any parallel investment vehicles, remain excluded from investment company status. Each investor will also be asked whether such investor is a “qualified purchaser.”

Investment Advisers Act of 1940

Neither the Manager, the Sponsor nor any of their affiliates currently are registered as an investment advisor under the Advisers Act. The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the “Dodd-Frank Act”) provided a new regime with respect to the regulation and registration of investment advisors. The Dodd-Frank Act mandates state oversight of investment advisors with up to \$100,000,000 of assets under management (“AUM”) and leaves to the states whether registration at the state level is required for investment advisors with less than \$25,000,000 of AUM. Investment advisors with over \$110,000,000 of AUM must register with the SEC unless they qualify for an exemption, and investment advisors with at least \$100,000,000 of AUM but less than \$110,000,000 of AUM are permitted, but not required, to register with the SEC instead of the states.

The Advisers Act applies to advisors providing investment advice with respect to securities. CEDARst intends to monitor its own and the Company’s operations and Assets on an ongoing basis and determine when and if the Sponsor or an entity within CEDARst may be required to register at either the state or federal level. If CEDARst determines that such registration is required or desirable, it intends to take appropriate action to cause the appropriate entity to register.

Registration as an investment advisor under the Advisers Act entails certain filing obligations with the SEC and complying with several substantive requirements, including: eliminating or disclosing conflicts of interest, adopting written compliance manuals and procedures designed to prevent violations of the Advisers Act, restricting certain activities of personnel employed by the investment advisor, ensuring client assets are safeguarded from conversion or inappropriate use, adopting privacy policies, adopting a code of ethics, safeguarding client records and information, limiting the types of fees that can be charged to clients, adopting a business continuity plan, undergoing periodic examinations by the SEC, providing specified disclosures to clients, providing fund performance updates to clients, causing the advised funds to undergo an annual financial statement audit, and obtaining an independent fairness opinion in connection with certain transactions.

At present, CEDARst believes that the current level of AUM that constitutes “securities” are under \$25,000,000 and that registration is not therefore required. CEDARst has historically been advising, and expects to continue to advise, primarily on the acquisition, renovation, management and disposition of properties.

Accordingly, investors in the Company currently will not have the benefits of provisions of the Advisers Act available only to investors in funds advised by registered advisors unless and until CEDARst or one of its affiliates registers under the Advisers Act. However, as noted above, CEDARst intends to monitor its own and the Company’s

¹ Section 3(c)(1) excludes from the definition of “investment company” any issuer whose outstanding securities are beneficially owned by not more than one hundred persons and which is not making and does not presently propose to make a public offering of its securities. Various attribution rules apply to the beneficial ownership test, thus making it important that pass-through entities fully disclose their ownership in the Subscription Documents.

² Section 3(c)(7) excludes from the definition of “investment company” any issuer whose outstanding securities are owned exclusively by “qualified purchasers” and which meets the other conditions contained therein. A “qualified purchaser” includes (among others): (i) a natural person who owns not less than \$5,000,000 in investments, (ii) a natural person or company, acting for its own account or the accounts of other qualified purchasers, that owns/invests on a discretionary basis not less than \$25,000,000 in investments, and (iii) certain trusts.

operations and assets on an ongoing basis and determine when and if an affiliate of CEDARst may be required to register as an investment adviser at either the state or federal level.

ERISA Considerations

The following is a summary of certain considerations associated with an investment in the Company by employee benefit plans that are subject to Title I of ERISA; plans, IRAs and other arrangements that are subject to Section 4975 of the Code; and entities whose underlying assets are considered to include “plan assets” of such plans, accounts and arrangements (each, a “Plan”). The following summary also addresses certain considerations applicable to plans or arrangements that are subject to provisions under any federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of the Code or ERISA (collectively, “Similar Laws”). This summary is based on provisions of ERISA, the Code, and the relevant regulations, opinions and other authority issued by the DOL and the Service through the date of this Memorandum and is designed only to provide a general understanding of certain basic issues relevant to a Plan. We cannot assure you that there will not be adverse tax or labor decisions or legislative, regulatory or administrative changes that would significantly modify the statements expressed herein. Any such changes may apply to transactions entered into prior to the date of their enactment.

General Fiduciary Matters

ERISA and the Code impose certain duties on persons who are fiduciaries of a Plan and prohibit certain transactions involving the assets of a Plan and its fiduciaries or other interested parties. Under ERISA and the Code, any person who exercises any discretionary authority or control over the administration of a Plan or the management or disposition of the assets of a Plan, or who renders investment advice for a fee or other compensation to a Plan, is generally considered to be a fiduciary of the Plan.

On June 5, 2019, the SEC finalized “Regulation Best Interest” which, among other things, generally requires a heightened standard of care for broker-dealers (i.e., that they act in the ‘best interest’ of their retail customers when recommending securities transactions) and clarifies the SEC’s view of the fiduciary duty that investment advisors owe their clients. In addition, on December 18, 2020, the DOL finalized a prohibited transaction class exemption allowing investment advisers, broker-dealers, banks, insurance companies and other financial firms that provide fiduciary investment advice to give retirement investment advice using “Impartial Conduct Standards,” which are intended to be consistent with the Regulation Best Interest issued by the SEC and the fiduciary duty of registered investment advisers under securities laws. The Impartial Conduct Standards generally require investment advice fiduciaries to provide advice in the best interest of retirement investors, charge only reasonable compensation, and make no materially misleading statements. The new exemption also described when advice about rollovers to IRAs could be considered fiduciary advice under ERISA and the Code. Lastly, on October 31, 2023, the DOL proposed new regulations that would expand the circumstances under which a person could be treated as providing investment advice subject to ERISA’s fiduciary standards. If finalized, those proposed rules would specifically cover a recommendation to roll over an account from an employer-sponsored retirement plan (e.g., 401(k) plan) to an IRA. Fiduciaries of Plans and beneficial owners of IRAs are urged to consult with their own advisers regarding the impact of these rules on purchasing and holding Interests in the Company.

In considering an investment in the Company of a portion of the assets of any Plan, a fiduciary should determine, particularly in light of the risks and lack of liquidity inherent in an investment in the Company, whether the investment is in accordance with the documents and instruments governing the Plan and the applicable provisions of ERISA, the Code or any Similar Law relating to a fiduciary’s duties to the Plan including, without limitation, the prudence, diversification, delegation of control and prohibited transaction provisions of ERISA, the Code and any other applicable Similar Laws. At a minimum, a potential investor should consider whether:

- the investment is consistent with such person’s fiduciary obligations under applicable law, including common law, ERISA and the Code;
- the investment is made in accordance with the documents and instruments governing the Plan, including a plan’s investment policy;
- the investment satisfies the prudence and diversification requirements of Sections 404(a)(1)(B) and 404(a)(1)(C) of ERISA and other applicable provisions of ERISA and the Code;

- the investment will not impair the liquidity needs of the Plan, including the minimum and other distribution requirements and tax withholding requirements that may be applicable;
- the fiduciary will be able to value the assets of the Plan annually (or more frequently, if required) in accordance with ERISA, the Code and applicable provisions of the Plan;
- the investment will produce an unacceptable amount of UBTI for the plan or IRA, given that it is anticipated that our operations will generate UBTI for tax-exempt investors - see the disclosure above under “– Certain U.S. Federal Income Tax Considerations – Certain Special Considerations for Tax-Exempt Investors);
- the investment will constitute a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code; and
- the Company’s assets will be treated as plan assets of the Plan.

If a fiduciary breaches his or her responsibility to take into account such factors, such fiduciary may be held liable for plan losses and may be subject to civil or criminal (if the violation is willful) penalties and excise taxes.

Additionally, ERISA requires that the assets of an employee benefit plan generally be held in trust, and that the trustee, or a duly authorized named fiduciary or investment manager, have authority and discretion to manage and control the assets of the plan. Individuals making investment decisions with respect to a Plan need to determine whether an investment in the Company is appropriate under the custodial or trust agreement governing such Plan. It is highly advisable to confer with the custodian or trustee of a Plan to ensure that an investment in the Company presents no problems under the Plan’s custodial or trust agreement.

Plan fiduciaries, including those of IRAs, should note the above disclosure under “– Certain U.S. Federal Income Tax Considerations – Certain Special Considerations for Tax-Exempt Investors.”

Any insurance company proposing to invest assets of its general account in the Company should consider the extent to which such investment would be subject to the requirements of ERISA under any court decisions, legislation, or other guidance that has or may become available, including Section 401(c) of ERISA and the regulations promulgated thereunder.

Section 406 of ERISA and Section 4975 of the Code prohibit Plans from engaging in specified transactions involving plan assets with persons or entities who are “parties in interest,” within the meaning of ERISA, or “disqualified persons,” within the meaning of Section 4975 of the Code. The acquisition and/or ownership of Interests by a Plan with respect to which the Company is considered a party in interest or a disqualified person may constitute or result in a direct or indirect prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, unless the investment is acquired and is held in accordance with an applicable statutory, class or individual prohibited transaction exemption. Any fiduciary, trustee or custodian of a Plan that proposes to cause such Plan to invest in the Company should consult with its counsel with respect to the potential applicability of ERISA and the Code to such investment and determine on its own whether any exceptions or exemptions are applicable and whether all conditions of any such exceptions or exemptions have been satisfied. The sale of Interests is not a representation by us or any other person that such an investment meets all relevant legal requirements with respect to investments by Plans generally or that such an investment is appropriate for any particular Plan.

The Plan Assets Regulation

The DOL has promulgated the Plan Assets Regulation describing what constitutes the assets of a Plan with respect to the Plan’s investment in an entity for purposes of the fiduciary responsibility provisions of Title I of ERISA and Section 4975 of the Code. Under the Plan Assets Regulation, if a Plan invests in an “equity interest” of an entity that is neither a “publicly offered security” nor a security issued by an investment company registered under the Investment Company Act, the Plan’s assets are deemed to include both the equity interest itself and an undivided interest in each of the entity’s underlying assets, unless it is established that the entity is an “operating company” or the equity participation by Benefit Plan Investors is not “significant.”

The Plan Assets Regulation provides that an “operating company” is an entity that is engaged primarily, directly or through a majority-owned subsidiary or subsidiaries, in the production or sale of products or services other than the investment of capital. In addition, the Plan Assets Regulation provides that the term operating company includes an entity qualifying as a “real estate operating company” (“REOC”) or a “venture capital operating company” (“VCOC”).

Generally, an entity is a REOC if: (i) on its “initial valuation date” and on at least one day within each “annual valuation period,” at least 50 percent of the entity’s assets, valued at cost (other than short-term investments pending long-term commitment or distribution to investors) are invested in real estate which is managed or developed and with respect to which such entity has the right to substantially participate directly in management or development activities, and (ii) such entity in the ordinary course of its business is engaged directly in the management and development of real estate during the annual valuation period.

Generally, an entity is a VCOC if (i) on its “initial valuation date” and on at least one day within each “annual valuation period,” at least 50% of its assets, valued at cost (other than short-term investments pending long-term commitment or distribution to investors) are invested in operating companies in which the entity has management rights, and (ii) such entity, in the ordinary course of its business, actually exercises such management rights with respect to at least one of the operating companies in which it invests. For this purpose, an investment by an entity in a REOC (but not an investment in a VCOC) will be treated as an investment in an operating company regardless of whether the REOC meets the general definition of an operating company above.

The Plan Assets Regulation defines the term “initial valuation date” as the date on which an entity first makes an investment that is not a short-term investment of funds pending long-term commitment. An entity’s “annual valuation period” is defined as a pre-established period not exceeding 90 days in duration, which begins no later than the anniversary of the entity’s initial valuation date. Certain examples in the Plan Assets Regulation clarify that the real estate management and development activities of an entity may be carried out by independent contractors under the supervision of the entity. However, the Plan Assets Regulation does not provide specific guidance regarding what rights will qualify as management rights, and the DOL has consistently taken the position that such determination can only be made in light of the surrounding facts and circumstances of each particular case, substantially limiting the degree to which it can be determined with certainty whether particular rights will satisfy this requirement.

Under the Plan Assets Regulation, equity participation in an entity by Benefit Plan Investors is “significant” on any date if, immediately after the most recent acquisition of any equity interest in the entity, 25% or more of the value of any class of equity interest in the entity is held by Benefit Plan Investors (the “25% Limitation”). For purposes of making determinations under the 25% Limitation, (i) the value of any equity interests held by a person (other than a Benefit Plan Investor) that has discretionary authority or control with respect to the assets of the entity or any person who provides investment advice for a fee, or any affiliate of such person (each such person or affiliate, a “Controlling Person”), is disregarded, and (ii) an entity that holds plan assets shall be considered to be a Benefit Plan Investor only to the extent of its equity interests held by other Benefit Plan Investors. The definition of a “benefit plan investor” effectively excludes governmental, church and foreign benefit plans, but for purposes of calculating the 25% Limitation includes IRAs.

Interests of the Company sold as part of this offering will not meet the exception for publicly-offered securities as of the date of this Memorandum because the Company will not be registered under the Investment Company Act. The Manager does not believe it likely that it will qualify as an “operating company” for the purposes of the Plan Assets Regulation. Accordingly, the Manager does not intend to attempt to structure its acquisitions and operations in an effort to qualify as an “operating company.” Therefore, if participation in the Company through the acquisition of any equity interest by Benefit Plan Investors is “significant” within the Plan Assets Regulation, the assets of the Company could be deemed to be the assets of Plans investing in Interests.

The Manager intends to use commercially reasonable efforts to limit equity participation by Benefit Plan Investors in the Company to less than 25% of the total value of equity interest in the Company as described above so that the underlying Assets of the Company do not constitute “plan assets” of any Plan that invests in the Company. However, there can be no assurance that, notwithstanding the reasonable commercial efforts of the Manager, Benefit Plan Investors will hold less than 25% of the total value of the equity interest in the Company and the underlying Assets of the Fund will not otherwise be deemed to include plan assets.

If necessary to avoid the Company's Assets being treated as "plan assets" under the Plan Assets Regulation, the Manager will have the right to take whatever action it deems necessary (after consulting with counsel) to avoid its assets being treated as "plan assets" under the Plan Assets Regulation, including to: (i) seek to qualify under another exception under the Plan Assets Regulation, such as the REOC or VCOC exceptions, (ii) delay any closing if, because of the proportion of anticipated investors at the closing who are Benefit Plan Investors the Fund believes that delay is necessary for the Company to take action to avoid its assets being treated as "plan assets" under the Plan Assets Regulation, or (iii) require a Member to immediately withdraw from the Company.

Plan Asset Consequences

If the Assets of the Company were deemed to be "plan assets" under ERISA, among other things:

- (i) the prudence and other fiduciary responsibility standards of ERISA would apply to investments made by the Company;
- (ii) certain transactions in which the Company might seek to engage could constitute "prohibited transactions" under ERISA and the Code, which, absent an exemption, could restrict the Company from acquiring an otherwise desirable Asset or from entering into an otherwise favorable transaction;
- (iii) the Assets of the Company could be subject to ERISA's reporting and disclosure requirements;
- (iv) the fiduciary causing the Plan to make an investment in Interests could be deemed to have delegated its responsibility to manage the assets of the Plan; and
- (v) the indicia of ownership of the Assets of the Company would have to be maintained within the jurisdiction of the district courts of the United States unless certain regulatory exceptions were applicable.

If a prohibited transaction occurs for which no exemption is available, the Manager and/or any other fiduciary that has engaged in the prohibited transaction could be required to (i) restore to the Plan any profit realized on the transaction and (ii) reimburse the Plan for any losses suffered by the Plan as a result of the investment. In addition, each disqualified person (within the meaning of Section 4975 of the Code) involved could be subject to an excise tax equal to 15% of the amount involved in the prohibited transaction for each year the transaction continues and, unless the transaction is corrected within statutorily required periods, to an additional tax of 100%. Plan fiduciaries who decide to invest in the Company could, under certain circumstances, be liable for prohibited transactions or other violations as a result of their investment in the Company or as co-fiduciaries for actions taken by or on behalf of the Company or the Manager. In addition, Plan fiduciaries that allow a prohibited transaction to occur will breach their fiduciary duties under ERISA and may be liable for any damage sustained by the Plan, as well as civil penalties and criminal penalties, if the violation is willful. **With respect to an IRA that invests in the Company, the occurrence of a prohibited transaction involving the individual who established the IRA, or his or her beneficiaries, would cause the IRA to lose its tax-exempt status.**

If the Manager determines that because of the application of ERISA to any Member, the Company, the Manager or any Member could be materially and adversely affected, the Manager may dissolve the Company, or cause the Interests of certain Members to be redeemed or sold, or cause a portion of the Interests of certain Members to be redeemed or sold, or make necessary amendments to the LLC Agreement.

Restrictions on Purchase of Interests

The Manager intends to limit equity participation by Benefit Plan Investors so that participation is not considered "significant" as defined in the Plan Assets Regulation. Accordingly, each purchaser or transferee (if any) of Interests will be required to represent and warrant a) whether or not it is a Benefit Plan Investor, and b) whether or not it is a Controlling Person. Each purchaser or transferee (if any) will also be required to represent and warrant that its purchase and holding of Interests does not constitute a fiduciary breach or a non-exempt prohibited transaction under ERISA, the Code, or any Similar Law or a violation of applicable law. Although the Company intends to restrict the acquisition of Interests by Benefit Plan Investors so that such Interests in the aggregate are not "significant," there can be no assurance that the ownership of Interests by Benefit Plan Investors will always remain below the threshold

established under the Plan Assets Regulation and the Manager may elect to abandon reliance on the 25% Limitation in favor of the operating company exemption from plan assets treatment.

Foreign, Governmental and Church Plans

As a general rule, certain employee benefit plans, including foreign pension plans, governmental plans established or maintained in the United States (as defined in Section 3(32) of ERISA), and certain church plans (as defined in Section 3(33) of ERISA), are not subject to ERISA and are not Benefit Plan Investors. Any such plan that is qualified and exempt from taxation under Sections 401(a) and 501(a) of the Code may nonetheless be subject to the prohibited transaction rules set forth in Section 503 of the Code and, under certain circumstances in the case of church plans, Section 4975 of the Code. Also, some foreign plans and governmental plans may be subject to foreign, state or local laws which are, to a material extent, similar to the provisions of ERISA or Section 4975 of the Code. Each fiduciary of a plan subject to any such Similar Law should make its own determination as to the need for and the availability of any exemption relief.

Requests for Information

The Company reserves the right to request from any Member or prospective Member such information as it deems necessary to monitor its investment's relation to plans and/or compliance with the Plan Assets Regulation.

The Manager will require fiduciaries of a Plan proposing to invest in the Company to represent that they have been informed of and understand the Company's investment objectives, policies and strategies, and that the decision to invest in the Company was made with appropriate consideration of relevant investment factors with regard to the Plan and is consistent with the duties and responsibilities imposed upon fiduciaries with regard to their investment decisions under ERISA, the Code, and applicable Similar Laws.

Plan Liquidity

Plan investors should consider the limited liquidity of an investment in the Company as it relates to the minimum distribution requirements of the Code, if applicable, and as it relates to other distributions (such as, for example, cash out distributions) that may be required under the terms of the Plan. Plan investors should also consider whether the limited liquidity of an investment in the Company could impair the Plan's withholding or other tax obligations.

Reporting Requirements

Fiduciaries of Plans may be required to determine the fair market value of the assets of such Plans on at least an annual basis and, sometimes, more frequently. In addition, fiduciaries must provide Plan participants with a statement of the value of the Plan every three years, every year, or every quarter, depending on the type of plan involved, and, in the case of an IRA, a trustee or custodian of the IRA must provide the Service with a statement of the value of the IRA each year. To enable fiduciaries of Plans subject to annual reporting requirements under ERISA to file annual reports as they relate to an investment in the Company, fiduciaries will be furnished with the Company's determination of value attributable to the Interests of the applicable Members as of the close of each of the Company's fiscal years consistent with the Company's valuation policy (see "VALUATION POLICIES"). There can be no assurance (i) that such value could or will actually be realized by the Company or by investors upon liquidation, (ii) that investors could realize the reported value if they were able to, and were to, sell their Interests, or (iii) that the value would be sufficient to enable fiduciaries or IRA custodians to comply with ERISA, the Code or other regulatory requirements or the contractual agreements that may exist between a third party administrator or IRA custodian or trustee. Plan investors should consider whether an investment in the Company will inhibit the Plan's ability to value its plan assets in accordance with ERISA, the Code and the terms of the Plan.

PLANS OR TRUSTEES OF IRAS CONSIDERING INVESTING IN THE COMPANY SHOULD CONSULT WITH THEIR ERISA AND TAX ADVISORS REGARDING SUCH INVESTMENT, INCLUDING IN PARTICULAR THE APPLICATION OF THE PLAN ASSETS REGULATION WITH RESPECT TO THE COMPANY.

Anti-Money Laundering Requirements and Regulations

The United States and many other jurisdictions have created, and continue to revise and create, anti-money laundering, embargo and trade sanctions, and similar laws, regulations, requirements (whether or not with force of law) and regulatory policies, and many financial institutions have created, and continue to change, responsive disclosure and compliance policies (collectively “Requirements”). The Company or the Manager could be requested or required to obtain additional information to verify the identity of potential and existing Members, obtain certain assurances from the Members subscribing for Interests, disclose information pertaining to them to governmental, regulatory, or other authorities or to financial intermediaries or other relevant third parties, or engage in due diligence or take other related actions in the future. It is the policy of the Company and the Manager to comply with any Requirements to which any of the Company and the Manager or their respective agents and affiliates (including the Sponsor) may become subject and to interpret them broadly in favor of disclosure. Each prospective Member will be required to agree in the Subscription Agreement included in the Subscription Documents (the “Subscription Agreement”), and will be deemed to have agreed by reason of owning any Interests, that it will provide additional information or take such other actions as may be necessary or advisable for the Company (in the sole discretion of the Manager) to comply with any Requirements, related legal process or appropriate request (whether formal or informal).

Each prospective Member, by executing its Subscription Documents, will consent, and by owning Interests will be deemed to have consented, to disclosure by the Company, the Manager, the Sponsor, and their respective agents and affiliates to relevant third parties of information pertaining to such Requirements and any other requirements or information requests related thereto. In addition, the Fund and the Manager and their respective agents and affiliates will disclose any and all information required or requested by governmental or other authorities as required by or in connection with the U.S. Bank Secrecy Act, as amended by the USA PATRIOT Act, and other anti-money laundering, anti-terrorism and similar laws, rules and regulations including, without limitation, Executive Order 13224.

Each prospective Member will be required to agree in its Subscription Agreement that it will provide additional information or take such other actions as may be necessary or advisable for the Company, in the sole judgment of the Manager, for anti-money laundering purposes. In the event of a delay or failure by the Member to produce any such requested information, the Company may refuse to accept the Member’s investment. Each Member will also agree in its Subscription Agreement to indemnify and hold harmless the Company, the Manager, and the Sponsor for any failure on the part of such Member to cooperate as provided above or for providing incomplete or incorrect information in its Subscription Agreement or other request.

The Manager will use reasonable commercial efforts at the Company’s expense to cause the Company, the Manager, and their respective agents and affiliates to comply with the Requirements, including without limitation the U.S. Bank Secrecy Act, as amended by the USA PATRIOT Act, and other anti-money laundering, anti-terrorism and similar laws, rules, and regulations including, without limitation, Executive Order 13224.

In order to ensure compliance by the Company and the Manager with these requirements, the Manager may request each Member to provide documentation verifying, among other things, such Member’s identity and source of funds used to purchase its Interests. Each Member will be required to represent that the funds contributed by it to the Company are not derived from any criminal enterprise. Each prospective Member will represent in its Subscription Agreement that neither the Member nor its principals, beneficial owners, senior management officials or investors are named on or blocked by the prohibited lists or sanction programs maintained by the U.S. Treasury Department. Requests for documentation and additional information may be made at any time during which a Member holds Interests. The Manager may provide this information, or report the failure to comply with such requests, to appropriate governmental authorities, in certain circumstances without notifying the Members that the information has been provided. The Company reserves the right to require any payment or distribution to a Member to be paid into the account from which the Member’s subscription funds originated.

The Company and the Manager reserve the right to request such information as is necessary to verify the identity of a prospective Member and to request such identification evidence in respect of a transferee of Interests. In the event of delay or failure by the prospective Member or transferee to produce any information required for verification purposes, the Company or the Manager may refuse to accept the application or (as the case may be) to

register the relevant transfer, and (in the case of subscription of Interests) any funds received will be returned without interest to the account from which such funds were originally debited, and/or remove the Member from the Company.

The Company and the Manager also reserve the right to refuse to make any distribution or other payment to a Member if the Manager suspects or is advised that such payment might result in a breach or violation of any applicable anti-money laundering or other laws or regulations by any person in any relevant jurisdiction, or such refusal is considered necessary or appropriate to ensure the compliance by the Company, the Manager, the Sponsor or their affiliates with any such laws or regulations in any relevant jurisdiction.

SUMMARY OF PRINCIPAL TERMS

This summary (“Summary of Principal Terms”) describes the offering of Interests in the Company. This information is qualified in its entirety by, and should be read in conjunction with, the LLC Agreement attached hereto as Appendix A, the Fund Agreement attached hereto as Appendix B, and Subscription Documents attached hereto as Appendix C. Investors’ rights in the Company will be governed by the LLC Agreement. To the extent that the terms described in this Summary of Principal Terms are inconsistent with or contrary to the terms described in the LLC Agreement or Subscription Documents, the terms of the LLC Agreement and Subscription Documents will control.

THE COMPANY:	CEDARst Dev Fund Shareholder, LLC is a Delaware limited liability company formed to make investments principally in the Target Assets (as defined below in “ INVESTMENT OBJECTIVES/STRATEGY AND INVESTMENT DESCRIPTION ”). The Company intends to offer, to a limited number of prospective investors, the opportunity to make capital contributions to, and become Members of, the Company.
MANAGER:	WAM Dev Fund, LLC, a Delaware limited liability company. The Manager is owned and controlled by Alex Samoylovich, William Murphy and Mark Heffron. Biographical sketches of key members of the Management Team are included in the Confidential Investment Overview attached hereto as <u>Appendix E</u> .
INVESTMENT OBJECTIVES/STRATEGY AND INVESTMENT DESCRIPTION:	The Company intends to invest all or substantially all of its assets in the Fund. The Fund’s primary objectives are to (i) preserve the Members’ capital and (ii) generate returns commensurate with a strategy of investing (indirectly) primarily in institutional-scale, multi-family real estate assets located in top urban core markets within the United States (collectively, such assets are referred to herein as the “Target Assets”). The Fund may also, to a limited extent, hold amounts in reserves for future investment in Target Assets or other Fund purposes, or invest such amounts in cash or cash equivalents (such reserves or investments, cumulatively with the Target Assets (as defined herein), to the extent acquired by the Fund, and whether directly or through joint ventures or other structures, the “Investments” or “Assets”).
IDENTIFIED INVESTMENTS:	In alignment with the Company’s investment objectives, the Company, indirectly through the Fund, may invest in Target Assets held by affiliates of the Manager. Currently, the Manager has identified two Target Assets which affiliates of the Manager own or have entered into an agreement to purchase, and in which the Company may indirectly invest (the “Identified Investments”). The Identified Investments consist of the following: • A residential property with 140 residential units, representing approximately 95,413 square feet, located in San Diego, California; and • A residential property with 194 residential units, representing approximately 126,920 square feet, located in San Diego, California. The Fund has not entered into any agreements to acquire interests in the Identified Properties the investment in any Identified Investment is not guaranteed.
SIDE LETTERS:	The Manager may, on its own behalf or on behalf of the Company, enter into a side letter or other agreement (a “Side Letter”) with any Member without the consent of any other Member, which such Side Letter may include terms that differ from those set forth in this Memorandum or in the LLC Agreement (and are confidential to such Member except as provided in a Member’s Side Letter). No Member will have a right to any particular Side Letter terms solely because they were offered to another Member in the Company, and there is no “most favored nation’s clause” for the Company. No Member

will be entitled to any more favorable provision than is set forth in the applicable documents for such Member.

OFFERING:

The Company is seeking to raise \$50,000,000 (expandable up to \$75,000,000 in the sole discretion of the Manager) through capital contributions from Fund Members in any ratio including all or none from either (the “Maximum Offering Amount”) from accredited investors who will purchase Interests and will become Members of the Company.

MEMBERSHIP INTERESTS:

Capital Contributions (as defined below) made in connection with the purchase of Interests are expected to be made from cash and may, but are not expected to, consist of other contributions.

**MANAGEMENT
INVESTMENT:**

The Manager will invest in the Company in an amount at the sole and absolute discretion of the Manager up until the Offering Termination Date. The Manager’s affiliates may co-invest in the Company as Members, which Capital Contribution may be made directly or indirectly through the contribution of cash and/or intangible assets. Any such investment as a Member in the Company by an affiliate of the Manager may be made as individuals or through entities. Affiliates of the Manager that become Members constitute the “Affiliated Members.”

**MINIMUM CAPITAL
CONTRIBUTION:**

The minimum Capital Contribution of a Member is expected to be \$50,000, but the Manager reserves the right to accept Capital Contributions of a lesser amount, in its sole and absolute discretion. Each Member’s capital contributions to the Company are referred to herein as that Member’s “Capital Contributions.”

**CLOSINGS/OFFERING
PERIOD:**

The Company expects to hold its first closing (the “Initial Closing”), when the Company receives its first subscription(s) for Capital Contributions, which may be Capital Contributions from the Manager and/or its affiliates. The Initial Closing will occur at a time determined by the Manager. The offering period of the interests in the Company commenced on the date of this Memorandum and shall extend for a period from such date up to the earlier of (i) the date the Company and/or Cedar Investor (in the aggregate) raise the Maximum Offering Amount, or (ii) the first anniversary of the date of this Memorandum, subject to an additional six-month extension in the Manager’s sole discretion (such date, the “Offering Termination Date”); provided however that the offering period may be terminated earlier in the sole and absolute discretion of the Manager. Until the Offering Termination Date, the Manager anticipates having subsequent closings (each, a “Subsequent Closing”) at which it may admit one or more additional Members or permit any Member to make additional Capital Contributions at additional closings.

INVESTMENT PERIOD:

The period following the first acceptance of capital from any source and ending approximately 24 months after the Offering Termination Date, subject to an additional six month extension as approved by the Advisory Committee.

Net proceeds from dispositions of assets may be reinvested or distributed to investors, in the discretion of the Manager.

CAPITAL CONTRIBUTIONS:

Capital Contributions will be required to be made on or prior to becoming a Member in an amount set forth in each Member’s Subscription Documents. Each Member’s Capital Contributions will be expressed in the form of Interests. The number of Interests held by a respective Member, as compared to the total number of issued and outstanding Interests, constitute that Member’s “Percentage Interest.”

Each Capital Contribution will be payable to an account as directed by the Manager by wire transfer in immediately available funds or by check (subject to clearance of such payment by check in lieu of wire transfer and approval by the Manager in its sole and absolute discretion).

Capital Contributions generally will be used to fund the obligations of the Company and Fund with respect to pre-existing or potential portfolio Investments, the payment of Placement Costs, Organization and Offering Expenses, and Company Expenses (each as defined under “**MANAGING BROKER DEALER**,” “**ORGANIZATION AND OFFERING EXPENSES**,” and “**OTHER EXPENSES**” below, respectively), establishment of reserves, and the payment of Company obligations.

**CAPITAL ACCOUNT
ALLOCATION OF PROFIT
AND LOSS:**

The Company will maintain an account (a “Capital Account”) for each Member. The Capital Account of each Member will be credited with the Capital Contributions of the Member and the Member’s share of the taxable income of the Company will be debited to reflect distributions to the Member, the Member’s allocable portion of Company Expenses (as defined below on page 72), Placement Costs (as defined below on page 71) attributable to such Member’s Interests, the Member’s share of any net loss, and the Asset Management Fee (as defined below on page 81) chargeable to the Member.

The Manager or another affiliate of the Member will supervise the Capital Account allocations and the allocation of income, gains, losses (which, for purposes of clarification, Placement Costs shall not be taken into account in determining losses) and deductions for tax purposes among the Members of the Company by the accountants in accordance with the LLC Agreement, which allocations will be made so as to cause the Capital Accounts of the Members to be at levels that equal their intended priority distributions described below. These determinations, made in good faith by the Manager and the Company’s tax advisors, will be final and binding on all Members (absent manifest error). Each Member will be specially allocated Placement Costs to be borne by such Member as described in the prior paragraph.

ADDITIONAL CAPITAL:

In the event the Manager believes the Company needs additional capital, the Company will be permitted to borrow funds from Members, from the Manager or its affiliates, or from third parties at market rates, or such other rate as is approved by the Manager, and shall include such other standard market terms as determined by the Manager in its sole but reasonable discretion.

TERM:

The term of the Company will be five years from the Offering Termination Date, which may be extended by the Manager, in its sole and absolute discretion, for up to three additional years, and which may be further extended with the Advisory Committee’s approval for up to three successive one-year periods (the “Term”). The Company may dissolve and liquidate prior to the expiration of its Term and wind up its affairs after the disposition of all of its Investments.

LEVERAGE:

The Company may, directly or indirectly, seek to obtain a credit facility or credit facilities to finance its Investments. Any such credit facility may be secured by certain Investments of, or the entire portfolio of Investments acquired by, the Company. Additionally, the Company may, directly or indirectly, seek to obtain a credit facility or credit facilities to finance its Investments or operations that may be unsecured.

The Manager may also seek to obtain loans that are separately secured by one or a portfolio of Investments or interests therein, in which event the Manager will seek to structure the financing on a basis that is non-recourse to the Fund or the Company (other than customary non-recourse carve-outs); provided, however, that in order to facilitate investments or provide interim financing, the Fund, the Company, the Manager or affiliates may provide guarantees to lenders on terms and conditions deemed by the Manager to be in the best interest of the Fund and Company. As provided above in “**ADDITIONAL CAPITAL**”, the Fund and the Company will not be prohibited from borrowing from affiliates of the Manager or its affiliates so long as such borrowings are at market rates.

The Manager is targeting an initial portfolio leverage ratio of approximately 50% to 60% (although some projects may employ higher leverage); however, there will be no maximum leverage for any particular investment or for the Fund as a whole. These borrowings may generate UBTI for tax-exempt investors. See “**UNRELATED BUSINESS TAXABLE INCOME.**”

DISTRIBUTIONS:

Distributable Cash Flow (as defined below on page 70) generally will be distributed on a quarterly basis beginning after Target Assets are developed and stabilized, as applicable. Distributable Cash Flow will initially be apportioned among the Members (including the Affiliated Members) pro rata in accordance with their Percentage Interests. The amount apportioned to the Manager will be distributed to the Manager. Such Distributable Cash Flow apportioned to each Member will be reduced by the amount of any Asset Management Fees the Fund paid with respect to each such Member’s Percentage Interests and then distributed, after first distributing any tax distributions then due, in the following order of priority:

(i) *Distributions of Distributable Cash. Pari Passu* to the Members in proportion to their respective portions of Aggregated Capital Commitments.

(ii) *Distributions of Negotiated Promote.* (A) 80% to the Manager and (B) 20% to the Members, *pro rata* in accordance with their respective portion of the Aggregated Capital Commitments.

No Carried Interest or Asset Management Fee will be charged to the Manager.

“Aggregated Capital Commitments” means the sum of the aggregate Capital Commitments of the Members.

“Capital Contributions Account” means an account maintained for each Member equal to all Capital Contributions made (or deemed made) by such Member, less the aggregate distributions to such Member pursuant to clause (ii) of the distribution waterfall above.

“Carried Interest” means the incentive amount payable to the Manager attributable to Negotiated Promote.

“Distributable Cash Flow” consists of all (a) current income exceeding reserves established by the Manager; (b) net proceeds received by the Company upon the disposition of an Investment, less certain expenses and reserves; (c) net cash proceeds (other than proceeds which are permitted to be reinvested) from (i) any condemnation or casualty that are not used for reconstruction or repair of an investment or repayment of indebtedness of the Company or expenses or reserves in connection therewith and (ii) any financing or refinancing to the extent that the proceeds of such financing or

refinancing are not applied to the acquisition of an investment or the refinancing of any prior indebtedness of the Company or expenses or reserves in connection therewith, less any Carried Interest Tax Distributions made by the Company to the Manager for such period (as provided below); and (d) any income (net of expenses and reserves allocated thereto) from any Interim Investments (as defined in the LLC Agreement), other than original issue discount.

“Negotiated Promote” means the promote interest or carried interest (each of which may have multiple tiers) allocable to the Company as negotiated with third-party joint venture partners and distributable to the Company from Limited Partner LLCs, Property Holdco LLCs, subsidiaries, property owners, and/or project entities. Profits above the negotiated hurdle rate(s) will be distributed to the Company as a promote interest. Any such promote or carried interest payable to the Company shall be distributed to the Members pursuant to (ii) above.

Carried Interest for Services. The Manager will be authorized to make an election, on behalf of itself and of all Members, to have the “Safe Harbor” of Section 3.03 of Service Notice 2005-43 (the “Notice”) (or the corresponding provision in any Revenue Procedure or regulation issued pursuant to the provisions of such Notice) (the “Safe Harbor”) apply irrevocably with respect to all interests transferred in the Company in connection with the performance of services by a party hereto or by a Partner of the Company (including any Carried Interest of the Manager) in a Member capacity or in anticipation of becoming a Member (such election, the “Safe Harbor Election”). All Members will agree that the “liquidation valuation” method (as described in the Notice) will be used for valuing all such interests (and that a zero fair market value liquidation value will be used for such interests when such interests are first issued to them by the Company).

Tax Allocations and Liquidating Distributions. Tax allocations will be made so as to maintain Capital Account balances that will produce final liquidating distributions in accordance with the waterfall described above. Distributions on liquidation will be made to the Members in accordance with their respective positive Capital Account balances (determined after making all tax allocations for all periods) and after allocating income and loss as necessary to effectuate the intent that Capital Account levels match the priority distributions in accordance with the waterfall described above (except as provided in the Company with respect to a Defaulting Member (as such term is defined in the LLC Agreement)).

MANAGING BROKER DEALER: The Company expects to pay Arkadios Capital, LLC, a Georgia limited liability company (defined above as “Arkadios”) and a member of the Financial Industry Regulatory Authority (FINRA), selling commissions, managing dealer fees, marketing and diligence allowances, and/or placement agent fees (“Placement Costs”) for placement services relating to the Offering, all or a part of which may be reallocated to one or more placement agents selected by Arkadios (any such Placement Agent, including Arkadios). In no event will the aggregate Placement Costs exceed ten percent (10%) of the gross proceeds of the Company’s sale of Interests to Members. Additionally, the Company, in the discretion of the Manager, may reimburse a Placement Agent for reasonable expenses in connection with such Placement Agent’s offering activities on behalf of the Company.

**ORGANIZATION AND
OFFERING EXPENSES:**

Organization and Offering Expenses (as defined below) of the Company will be paid by the Company (or reimbursed to the party paying such expenses) and considered Company Expenses. The Company will reimburse Organization and Offering Expenses paid by the Manager up to an amount equal to two percent (2.0%) of the gross proceeds from the sale of Interests; Organization and Offering Expenses exceeding two percent (2.0%) of the gross proceeds from the sale of Interests will not be reimbursed by the Company.

“Organization and Offering Expenses” means all expenses incurred (before, on, or after the date hereof) in connection with forming and establishing the Company and the sale of Interests (excluding any selling commissions, managing dealer fees, marketing and diligence allowance, or placement agent fees (i.e., Placement Costs)), including fees of attorneys of the Manager for preparing organizational documents and related agreements and resolutions; fees of attorneys of the Company, the Manager, members of the Manager, and their affiliates; expenses for travel and printing; all costs and expenses incurred as a result of educational and informational seminars or other presentations relating to the Company to current or prospective Members and their respective advisors; all filing fees and expenses; any associated taxes and fees; accountants’ fees and costs; fees of financial advisors related to the formation of the Company (other than Placement Costs); charges of depositaries and experts; expenses of complying with the registration, qualification, or exemption requirements under federal and state securities laws.

OTHER EXPENSES:

The Company will reimburse the Manager or its affiliates for reasonable expenses incurred by such entity on behalf of the Company, or for certain personnel costs reasonably allocated to the Company. The Manager will bear all other day-to-day overhead expenses incurred by it in the operation of its business. The Company and its subsidiaries, except as noted above, will bear all other expenses (“Company Expenses”) related to their organization and operation, including but not limited to transaction expenses such as legal, accounting, audit and tax compliance.

REPORTS TO MEMBERS:

Within sixty (60) days after the end of each of the first three quarters of each fiscal year, the Manager shall use commercially reasonable efforts to cause to be prepared and made available to each Member: (i) a balance sheet of the Company as of the end of such period; (ii) a statement of income or loss for the Company for such period; (iii) a statement of cash flows; (iv) a statement of changes in each such Member’s equity; (v) a schedule of changes in Capital Account balances of each Member; and (vi) a schedule and summary description of each Investment owned (directly or indirectly) by the Company as of the end of such period.

The Manager will use commercially reasonable efforts to cause to be prepared and made available to each Member of the Company who was a Member at any time during the fiscal year, within one hundred twenty (120) days after the end of each fiscal year, an annual report containing the following: (i) the information provided on a quarterly basis and described above; (ii) an opinion of a nationally recognized accounting firm based upon their audit of the financial statements (which may be satisfied by delivery of combined audited financial statements of the Company and its subsidiaries).

**TRANSFERS AND
WITHDRAWALS:**

A Member may not sell, assign, transfer, pledge or hypothecate any portion of its Interests without the prior written consent of the Manager (which consent may be given or withheld in the sole and absolute discretion of the Manager), provided that transfers to Permitted Transferees (as defined below) of a Member will be permissible in all respects.

“Permitted Transferee” means, with respect to a Member seeking to Transfer its Interest, (i) a trust established for the benefit of such Member and/or his or her immediate family for bona fide estate planning purposes, or (ii) an Affiliate of such Member in connection with the restructuring of such Member; *provided*, that in each of clauses (i) and (ii), such Member retains control of and the right to vote such Interest.

No such transferee will become a substituted Member without the consent of the Manager, which consent may be given or withheld in the Manager’s sole and absolute discretion. No Member may withdraw from the Company.

VALUATION:

The Manager will value the portfolio annually, using a methodology permitted under GAAP applied in good faith by the Manager, as of or before December 31 of each year. Any modification to the Company’s valuation policy shall be approved by the Advisory Committee. The Company will provide annual reports setting forth the then current valuation of its portfolio (incorporating the Manager’s good faith internal valuation for all Investments). The Company’s assets will not be appraised (annually or otherwise), unless otherwise determined by the Manager in its sole and absolute discretion. Any appraisals will be at the Company’s expense.

AMENDMENTS:

The LLC Agreement may be amended from time to time with the consent of the Manager and a majority of all Percentage Interests of the Members. The Manager has the right to amend the LLC Agreement without consent of the Members in order to: (i) add to the Manager’s duties or surrender any right or power granted to it; (ii) correct errors, cure ambiguities, respond to changes in the law and make changes for the benefit of the Members; (iii) delete or add any provision requested by any federal or state “blue sky” agency to the extent deemed to be for the benefit or protection of some or all of the Members; (iv) effectuate the admission or withdrawal of Member in accordance with the terms of the LLC Agreement; (v) make amendments to the LLC Agreement without the consent of a Member in order to reflect changes made to the LLC Agreement in response to the comments of Members admitted at Subsequent Closings if such amendments do not adversely affect such previously admitted Member; and (vi) improve the Company’s position in (A) satisfying any Investment Company Act exemptions, (B) qualifying for any applicable ERISA plan asset exemptions, (C) sustaining any tax positions of the Company or those of any of its Members upon the advice of its tax advisors (including with respect to UBTI), (D) avoiding publicly traded status for the Company, (E) or preventing the Members’ final Capital Accounts from deviating from the intended priority cash Distributions described in the LLC Agreement by amending the allocation provisions of the LLC Agreement (collectively, the “Unilateral Amendments”). The Manager will send copies of any such Unilateral Amendments to all Members

RISK FACTORS:

Investment in the Company, and indirectly the Fund, is subject to significant risks. See “RISK FACTORS” herein.

**CONFIDENTIALITY
OBLIGATIONS:**

Members and members of the Advisory Committee will be subject to customary confidentiality restrictions with respect to the Company’s, Fund’s and the Manager’s confidential information (subject to customary exceptions thereto). The Manager will have the right to show any Member’s Side Letter to (or provide a Member’s identity and investment in the Company or co-investment with the Company and any affiliates or subsidiaries) any other Member, prospective investor, lender, other prospective investor in a subsequent fund, prospective members or other persons if the Manager believes it will be beneficial to the Company’s business or that of another entity

sponsored by the Sponsor and its affiliates (and to its professionals under a duty of confidentiality). However, the Manager will have no obligation to do so except to the extent provided for in a Member's Side Letter.

**UNRELATED BUSINESS
TAXABLE INCOME:**

Tax-exempt investors may have UBTI (subject to tax at corporate rates) from Investments that are acquired by the Company. The Manager may (but, the Manager is not required to) structure its operations to reduce or eliminate UBTI for some or all tax-exempt investors. The Manager may (but, the Manager is not required to) use reasonable commercial efforts in order to attempt to minimize unrelated debt-financed income and UBTI for "qualified organizations" (as such term is defined in the Code). Notwithstanding the foregoing, the Manager will not be liable for the recognition of any UBTI by a Member with respect to an investment in the Company, and potential investors can expect some or all of their profits from the Company to be UBTI. Each Member should consult with its own tax advisor regarding the federal, state, local and foreign tax considerations applicable to an investment in the Company.

TAX CONSIDERATIONS:

The Company is intended to be treated as a partnership for federal tax purposes, and each Member will be treated as a partner for tax purposes. Each Member, as a partner in the Company for tax purposes, will be entitled and required to include its allocable share of income, gains, losses, and deductions in computing its income tax liability for a period, regardless of whether it receives any distributions for such period. Tax allocations will be made as needed to cause Capital Accounts to match the priority of distributions above in "**DISTRIBUTIONS**". Each Member should consult its tax advisor concerning federal, state, local, foreign and other tax consequences arising from its investment in the Company.

The Manager may, in its sole and absolute discretion, cause the Company to participate in a tax deferred exchange pursuant to Code Sections 1031 or 1033 (an "Exchange").

The Manager will be the "partnership representative" of the Company (as described in Section 6223(a) of the Code) (the "Partnership Representative"). The Partnership Representative will make all tax elections for the Company and settle any controversies with taxing authorities at the Company's expense. The Partnership Representative may extend the statute of limitations with respect to all tax items for the Company for all Members and may settle any dispute with a taxing authority for the Company.

With respect to any federal, state or local income tax, if for any reason the Company is required to make a payment for any underpayment of tax or related interest or penalty as a result of an audit by the Service or other taxing authority or any administrative or judicial proceeding in connection therewith, (i) the Company will allocate any such assessment among the current and/or former Members of the Company for the "reviewed year" to which the assessment relates in a manner that reflects the current and/or former Members' respective Interests in the Company for that reviewed year based on each such Member's share of such assessment as it would be if the Company amended the tax returns for such reviewed year and such Member incurred the assessment directly (using the tax rates reasonably determined by the Manager to be applicable) and (ii) each current and former Member to which this assessment relates shall pay to the Company such Member's share of the assessed amounts, including such Member's share of any additional accrued interest assessed against the Company relating to such Member's share of the assessed amounts, upon thirty (30) days' written notice from the Partnership Representative requesting the payment. At the reasonable discretion of the Manager, with respect to current Members, the Company may alternatively allow some or all of a Member's obligation pursuant to the preceding sentence to be applied to and reduce the next distribution(s) otherwise payable to such

Member provided that such application to and reduction of the distributions shall apply to all current Members having a share of the assessment, pro rata based on the Member's shares of the assessment.

ERISA CONSIDERATIONS:

The Company does not intend to have 25% or more of the capital contributions made by Benefit Plan Investors. The Company intends to rely on the "less than 25%" benefit plan investors exception under the Plan Assets Regulation, and therefore, does not expect the Company's assets to be treated as "plan assets" under the Plan Assets Regulation. However, if necessary to avoid the Company's assets being treated as "plan assets" under the Plan Assets Regulation, the Manager will have the right to take whatever action it deems necessary (after consulting with counsel) to avoid its assets being treated as "plan assets" under the Plan Assets Regulation, including to: (i) seek to qualify under another exception under the Plan Assets Regulation, such as the "real estate operating company" or "venture capital operating company" exception, (ii) delay any closing if, because of the proportion of anticipated investors at the closing who are Benefit Plan Investors, the Company believes that delay is necessary for the Company to take action to avoid its assets being treated as "plan assets" under the Plan Assets Regulation, or (iii) require a Member to immediately withdraw from the Company.

**FISCAL YEAR END AND
FISCAL QUARTERS:**

The Company's fiscal year will end on December 31 of each year and each fiscal quarter will end on the last day of the calendar quarter. The Company's books shall be kept on the accrual basis of accounting for tax purposes, on a GAAP basis for reporting purposes, and the cash basis for determining distributions.

**LIMITATION OF LIABILITY
AND EXCULPATION:**

Except to the extent of loss attributable to such Person's gross negligence, fraud, willful misconduct, a uncured material breach of applicable law (all as established by clear and convincing evidence) or a uncured material breach of the LLC Agreement or other agreement pursuant to which such Person is providing services to the Company that results in material damage to the Company or a Member (a "Breach of Standard of Conduct"), the Manager, its affiliates, and its respective officers, shareholders, directors, managers, members, partners, and employees, including, without limitation, any person or entity that is an officer, shareholder, director, member, manager, partner or employee in any such party, or any person or entity that directly or indirectly, through one or more limited liability companies, partnerships or other entities, is an officer, shareholder, director, member, managing member, manager, partner or employee in any such party (each an "Indemnitee"), shall not have any liability to the Company or its Members for any action or inaction. Notwithstanding anything to the contrary in the preceding sentence, in no event will any individual have any personal liability beyond such individual's distributions and direct or indirect interest in the Company or in a Member, except to the extent (i) losses are attributable to such individual's actual and intentional fraud or (ii) otherwise provided under "INDEMNIFICATION."

The Manager and its officers shall have no liability for acts taken in good faith upon the written advice of counsel that such acts were permissible under governing documents and applicable law. To the extent any decision or determination has been made in reliance in good faith upon such advice, such decision or determination shall be deemed to have been made without committing a Breach of Standard of Conduct.

INDEMNIFICATION:

The Company will indemnify and defend the Indemnitees and each Guarantor against any claims, liabilities, costs and expenses (including legal fees, judgments and amounts paid in settlement (collectively "Claims")), as incurred, in connection with their activities on behalf of, or their association with, the Company or any of its Members, except to the extent the person seeking such indemnification engaged in conduct that

constitutes a Breach of Standard of Conduct and such conduct was the proximate cause of the Claims.

Indemnification expenses shall be advanced and paid when due (even if prior to a final determination of availability of indemnification), provided that the claimant covenants to repay such advanced funds if it is finally determined that indemnification is not available for such claimant.

At Company expense, the Member may cause the Company to purchase insurance coverage for acts for which indemnification would be available above (however, no Indemnitee shall be required to first proceed against any such policy before being reimbursed by the Company).

An individual or entity may also be required to recontribute distributions at any time to the extent necessary to rectify mistakes in distributions or as required by law.

FOR CAUSE DISSOLUTION:	A vote of seventy five percent (75%) of all Percentage Interests of the Members who are entitled to vote, will have the right to dissolve the Company and cause the Company to be liquidated upon a Breach of Standard of Conduct (as defined above on page 75) by the Manager. The Manager will have the opportunity to cure any Breach of Standard of Conduct as provided in the LLC Agreement.
GOVERNING LAW:	The internal laws of the State of Delaware (without regard to conflicts of laws) shall govern the LLC Agreement.
ATTORNEY'S FEES:	In any suit or proceeding to enforce the provisions of the LLC Agreement or a Member's Subscription Agreement, the party adjudged successful on the merits shall be entitled to recover attorneys' fees and expenses.
EXCLUSIVE JURISDICTION:	The federal and state courts and arbitration boards located in Chicago, Illinois.
EXPEDITED ARBITRATION:	Any dispute between the Manager and the Members with respect to any Breach of Standard of Conduct or any conflict of interest between the Manager and the Company, or any interpretation of the LLC Agreement shall be submitted to expedited arbitration in the State of Illinois. No Member may assert (whether as plaintiff, defendant or otherwise) any right to trial by jury in any forum in respect of any issue, claim or proceeding arising out of or related to the LLC Agreement or the Company. The prevailing party in any arbitration or litigation shall be reimbursed for its arbitration costs (including attorneys' fees) by the non-prevailing party.
USE OF PROFESSIONALS AND SERVICE PROVIDERS:	The Manager may, in its sole discretion, engage affiliated or outside professionals and service providers on behalf of and at the expense of the Company on arm's-length terms. When affiliates are engaged, the transaction shall be on arm's length terms and disclosed to the Advisory Committee promptly thereafter. No professional or other service provider will be disqualified from providing services to the Company, the Manager, or their affiliates by reason of the provision of services by such professional or service provider to the Manager, or their affiliates, whether or not related to the Company's business or other activities.
LEGAL COUNSEL TO THE MANAGER AND THE FUND:	Morris, Manning & Martin, LLP. Morris, Manning & Martin, LLP will not represent the Members in connection with the Company.

COMPANY AUDITOR:	Citrin Cooperman or a comparable nationally recognized accounting firm as otherwise designated by the Manager.
TAX RETURN PREPARERS:	Citrin Cooperman or a comparable nationally recognized accounting firm as otherwise designated by the Manager.
POWER OF ATTORNEY:	Each Member will irrevocably constitute and appoint the Manager or managers of the Manager, and each Liquidating Agent the true and lawful attorney-in-fact of such Member to execute, acknowledge, swear to and file the documents described in the LLC Agreement, including certain amendments to the LLC Agreement, certain filings, and admission and withdrawal documents. No action may be taken pursuant to the power of attorney that would have the effect of amending the LLC Agreement except as permitted by the LLC Agreement. The foregoing power of attorney is coupled with an interest and will survive death, legal incapacity, bankruptcy, insolvency, assignment for the benefit of creditors and assignment by a Member of its Interests in the Company.
PRIVACY NOTICE:	Any and all nonpublic personal information received by the Company and the Manager with respect to Members, including the information provided to the Company by prospective Members in the Subscription Agreement, will not be shared with nonaffiliated third parties that are not service providers to the Company or the Manager without prior notice to such Members. See the Privacy Policy of the Company and the Manager included in the Subscription Documents attached hereto as <u>Appendix C</u> .

Fund LLC Agreement

Investors will not hold membership interests directly in the Fund. However, it is anticipated that substantially all of the proceeds from the sale of Interests will be invested in the Fund, which will be governed by the provisions of the Fund Agreement. A summary of the material terms of the Fund is included below:

FUND:	CEDARst GP Development Fund, LLC, a Delaware limited liability company (the “Fund”). As of the date of this Memorandum, it is anticipated that the Fund’s members will consist of the Company, the Manager and at least one affiliate of the Manager, CEDARst Dev Fund Investor, LLC, a Delaware limited liability company (“Cedar Investor” and each a “Fund Member”). The Fund may also accept capital from third-party investors and/or other affiliates of the Manager. Other members of the Fund may be subject to different terms than the Company, and future members of the Fund may also be admitted on terms different or more favorable than those upon which the Company invests in the Fund. The Fund will be managed by both the Company and Cedar Investor (the “Fund Managers”). Each Fund Manager will be managed by the Manager.
JOINT VENTURES:	The Fund expects to own and operate its Investments directly, as well as indirectly using joint ventures and strategic alliances with local operating partners (each, a “Joint Venture”, as applicable). The Fund may also use such arrangements in order to (i) manage portfolio risk, (ii) participate in Investments that are too large for the Fund to be the sole investor, (iii) take advantage of opportunities to leverage the Fund’s returns by taking a minority position and receiving an incentive or “promoted” position, (iv) utilize Capital Contributions (as defined above on page 68) by joint venturing with third parties (including joint ventures with affiliates of the Manager such as prior or successor funds sponsored by affiliates of the Sponsor), and (v) acquire Investments when the owner does not want to recognize taxable income on the inherent gain in the property or wants to participate in the future appreciation as a condition to transferring an Investment.

**PARALLEL INVESTMENT
VEHICLES:**

The Manager may establish separate vehicles (“Parallel Investment Vehicles”) for different categories of investors to accommodate the legal, tax, or regulatory requirements or internal investment policy or guideline concerns of such investors. Parallel Investment Vehicles will generally co-invest proportionately in all of the Investments with the Fund on the basis of their available capital and any other financing available to the Fund and such other Parallel Investment Vehicles. Such investment vehicles will co-invest on substantially the same terms and conditions as the Fund and will make and dispose of investments at the same time and on the same terms and conditions, subject to applicable legal, tax, or regulatory considerations, and will generally share proportionately in expenses. The terms of any Parallel Investment Vehicle may differ from those of the Company to accommodate the needs of the investors therein. The Fund may enter into one or more joint ventures (each, a “Co-investment Venture”) with one or more other Parallel Investment Vehicles, in which case the Fund may make its Investments through such Co-investment Venture(s).

**ALTERNATIVE INVESTMENT
VEHICLES:**

If the Manager determines for legal, tax or regulatory reasons that any Investment should be made through, held by, or transferred to an alternative investment structure, the Manager may structure the making of all or any part of such Investment such that the Fund invests through an alternative vehicle, or outside of the Fund by requiring some or all of the Members to make such Investment, either directly or indirectly, through an alternative vehicle that will invest alongside or in lieu of the Fund (any such structure or vehicle, an “Alternative Investment Vehicle”). Any Alternative Investment Vehicle will provide for the limited liability of the Members and will duplicate the economics of the Fund on a pre-tax basis, except as required for tax and regulatory reasons.

ADVISORY COMMITTEE:

The Fund will establish an advisory committee comprised of representatives of (i) each non-affiliated Fund Member and members of the Fund Managers who have committed to make a Capital Contribution (a “Commitment”) of at least \$15 million or more in aggregate investments in the Fund and who have agreed to appoint a representative to the Advisory Committee and (ii) other Fund Members and members of the Fund Managers who have been designated by the Manager (through the Fund Managers) in its sole and absolute discretion (the “Advisory Committee”). All members of the Advisory Committee (and any replacements) will be appointed by the Manager. The Advisory Committee will be available to consult with the Manager where requested by the Manager concerning the Fund’s activities and operation and to resolve specific issues involving certain conflicts of interest. Additionally, the Advisory Committee will also have the right to approve extensions of the Term and the other matters on which it has approval rights that are described in this Summary of Principal Terms and in the Fund Agreement.

The Advisory Committee will consist of no less than three and no more than seven members. Each member of the Advisory Committee shall serve until such member is removed by the Manager pursuant to the Fund Agreement, or such member resigns. No person who is a partner, member, stockholder, shareholder, director, manager, officer, employee, or affiliate of the Manager will be a member of the Advisory Committee. The Manager may, however, designate representatives to be present at all Advisory Committee meetings.

Unless otherwise indicated, any matters requiring approval of the Advisory Committee will be considered approved only if a majority of the members thereof (in number) vote to approve such matter. The Fund will reimburse the members of the Advisory Committee for their reasonable out-of-pocket expenses incurred in attending meetings.

SIDE LETTERS:

The Manager may, on its own behalf or on behalf of the Fund, enter into a side letter or other agreement (a “Side Letter”) with any Fund Member without the consent of any other Fund Member, which such Side Letter may include terms that differ from those set forth in this Memorandum or in the Fund Agreement (and are confidential to such Fund Member except as provided in a Fund Member’s Side Letter). No Fund Member will have a right to any particular Side Letter terms solely because they were offered to another Member in the Fund, and there is no “most favored nation’s clause” for the Fund. No Fund Member will be entitled to any more favorable provision than is set forth in the applicable documents for such Fund Member.

INVESTMENT ALLOCATIONS:

The Manager and its affiliates may sponsor and organize one or more new investment vehicles for the purpose of investing in an Asset. The Manager may establish one or more Parallel Investment Vehicles, and it may facilitate investments by third parties in Assets outside of the Fund, such as where an Asset is adjacent to another property that is owned or managed by the Manager or its affiliates. In the event that the Manager or its affiliate forms, sponsors, and/or manages one or more investment vehicles with an investment objective that is substantially the same as that of the Fund (which may be done without the consent of any Member or the Advisory Committee (as defined below on page 95)), then the Manager will use commercially reasonable efforts to ensure the Fund acquires suitable Investments by adhering to the Fund’s investment objectives.

In the event that the Manager determines the pursuit of a Target Asset investment opportunity (an “Investment Opportunity”) is in the best interest of the Company, then and only then will the Manager, the Manager’s affiliates (including the Management Team), or another investment vehicle sponsored or managed by the Manager or its affiliates (including the Management Team) be permitted to acquire the Investment Opportunity.

**INVESTMENT
RESTRICTIONS:**

The Manager may attempt to cause investments in Target Assets to be diversified across target markets, but cannot provide any assurance that such diversification will occur. The extent of diversification will depend upon the Fund’s aggregate capital contributions and available Investments that are acceptable to the Manager. Regardless of the amount of the Fund’s aggregate capital contributions, the Manager believes it is likely that the Fund’s initial Investments will be in a limited geographic area, and may all fall within a single target market. There is no limit as to the percentage or dollar value that may be invested in any single target market. The Fund may indirectly acquire such Investments directly or indirectly through joint ventures (see “JOINT VENTURES” above). In addition, the Fund may indirectly co-invest in portfolios of Investments with other funds, including other funds sponsored by affiliates of the Sponsor.

The Fund is permitted to invest in properties at various stages of development and lease-up, including operating and non-operating businesses, improved properties (both leased and vacant properties), development and redevelopment properties, and unimproved land for the purposes of development. The Fund may also make loans to entities that either directly or indirectly own such properties and the Fund may co-invest with other funds and acquire equity, debt, or other interests in, secured by or related to real estate, including interests in companies that invest in, manage or develop, or make loans in respect of real estate.

**REINVESTMENT OF
INVESTMENT PROCEEDS:**

The Manager may cause the Fund to reinvest the net proceeds received by the Fund upon the disposition of an Investment, less certain expenses and reserves, in amounts to be determined in the Manager’s sole and absolute discretion.

FUND DISTRIBUTIONS:

Generally, distributable cash flow attributable to any Investment will be distributed by the Fund pro rata to the Fund Members in proportion to each Fund Member's percentage interests, until each Fund Member has received cumulative distributions equal to such Fund Member's unreturned capital contributions.

LIMITATION OF LIABILITY AND EXCULPATION :

Except to the extent of loss attributable to such Person's gross negligence, fraud, willful misconduct, a uncured material breach of applicable law (all as established by clear and convincing evidence) or a uncured material breach of the LLC Agreement or other agreement pursuant to which such Person is providing services to the Fund that results in material damage to the Fund or a Fund Member (a "Breach of Standard of Conduct"), the Manager, the members of the Advisory Committee, their affiliates, and their respective officers, shareholders, directors, managers, members, partners, and employees, including, without limitation, any person or entity that is an officer, shareholder, director, member, manager, partner or employee in any such party, or any person or entity that directly or indirectly, through one or more limited liability companies, partnerships or other entities, is an officer, shareholder, director, member, managing member, manager, partner or employee in any such party (each an "Indemnitee"), shall not have any liability to the Fund or its Fund Members for any action or inaction. Notwithstanding anything to the contrary in the preceding sentence, (a) a Breach of Standard Conduct shall not include gross negligence for members of the Advisory Committee; and (b) in no event will any individual have any personal liability beyond such individual's distributions and direct or indirect interest in the Fund or in a Fund Member, except to the extent (i) losses are attributable to such individual's actual and intentional fraud or (ii) otherwise provided under "INDEMNIFICATION."

The Manager, its officers, and members of the Advisory Committee shall have no liability for acts taken in good faith upon the written advice of counsel that such acts were permissible under governing documents and applicable law. To the extent any decision or determination has been made in reliance in good faith upon such advice, such decision or determination shall be deemed to have been made without committing a Breach of Standard of Conduct.

INDEMNIFICATION:

The Fund will indemnify and defend the Indemnitees and each Guarantor against any claims, liabilities, costs and expenses (including legal fees, judgments and amounts paid in settlement (collectively "Claims")), as incurred, in connection with their activities on behalf of, or their association with, the Fund or any of its Fund Members, except to the extent the person seeking such indemnification engaged in conduct that constitutes a Breach of Standard of Conduct and such conduct was the proximate cause of the Claims.

Indemnification expenses shall be advanced and paid when due (even if prior to a final determination of availability of indemnification), provided that the claimant covenants to repay such advanced funds if it is finally determined that indemnification is not available for such claimant.

At Fund expense, the Fund Member may cause the Fund to purchase insurance coverage for acts for which indemnification would be available above (however, no Indemnitee shall be required to first proceed against any such policy before being reimbursed by the Fund).

An individual or entity may also be required to recontribute distributions at any time to the extent necessary to rectify mistakes in distributions or as required by law.

TRANSACTION FEES:

The Manager and/or its affiliates may receive additional fees for services to the Fund provided that such fees are at market rates (or, if such fees are not at market rates, then such non-market rate fees are approved by the Advisory Committee).

Additionally, the Fund may pay to third parties finders' fees, origination or acquisition fees, and loan discounts, to the extent legally permissible. Any such fees will be paid directly by the Fund and will not offset any fees payable by the Fund to the Manager or its affiliates. Any fees paid to the Fund by third parties will be paid to the Fund after reimbursement of any related operating expenses incurred by the Manager or its affiliates, and will be treated for all Fund purposes as an Investment by the Fund with no capital allocated to the Investment.

ASSET MANAGEMENT FEE:

The Fund will pay a quarterly asset management fee (the "Asset Management Fee") to CEDARst Investment Management LLC, an affiliate of the Manager, or to another affiliate of the Sponsor, equal to an annualized two percent (2.0%) of the Fund's investments under management paid monthly in arrears (prorated for any partial month through the termination of the Fund). During the first four years following the effective date of the LLC Agreement, the Fund's investments under management will be based on the total amount of capital contributed to the Fund, less any capital returned to the Members in connection with the disposition of an Investment (and not reinvested), as of the end of each preceding month. The refinancing of an Investment, which results in a return of capital to the Members, will not have an effect on the calculation of the Fund's investments under management during the first four years following the effective date of the LLC Agreement. Thereafter, the Fund's Investments under management will be based on the aggregate net asset value of the Fund (determined annually by the Manager in good faith), as of the end of each preceding quarter. In the event that any of the Fund's Investments are held in joint ventures or other co-investment arrangements, the Asset Management Fee will only take into account the value of the portion of the Investments owned by the Fund. The Manager reserves the right to reduce, but shall not increase, the amount of the Asset Management Fee payable by certain Fund Members.

**THIRD PARTY AND
AFFILIATE SERVICES:**

The Fund may, in the sole and absolute discretion of the Manager, retain third parties for necessary services relating to the assets held by the Fund, including but not limited to development, construction, leasing and property management services, to foster the ultimate realization of the Fund's Investments. The Manager or its affiliates may provide some or all of such services, for which they may receive the Project Fees and other compensation at market rates.

PLAN OF DISTRIBUTION

General

Subject to the terms and conditions set forth in this Memorandum, the Company is offering a maximum of up to \$50,000,000 (expandable up to \$75,000,000 in the sole discretion of the Manager) in any combination of Interests to persons who qualify as “accredited investors,” as defined in the Securities Act.

The minimum initial investment for Interests is \$50,000; provided, however, that the Manager has the right in its sole discretion to accept subscriptions for less than \$50,000. The Company intends to continue the Offering until the earlier of (i) the date the Company and/or Cedar Investor (in the aggregate) raise the Maximum Offering Amount, (ii) the first anniversary of the date of this Memorandum, subject to an additional six-month extension in the Manager’s sole discretion, and (iii) the date the Offering is terminated by the Manager in its sole discretion.

Purchase Price

Interests will be offered at the applicable initial offering price set forth in the table above until the earlier of the termination date of the Offering or the time the Manager determines, in its discretion, to adjust the offering price per Interest. The Manager may, but is not obligated to, adjust the offering price per Interest from time to time based on such factors as the Manager deems relevant, including but not limited to (i) broad changes affecting capital markets or specific property sectors or geographic regions, (ii) trends in capitalization rates, discount rates, interest rates, and other micro-economic and macro-economic trends, and (iii) changes in the estimated value of the Company’s assets. Any adjustment to the offering price per Interest during the Offering will be disclosed in a supplement to this Memorandum. Distributions to Members are based on each Member’s Capital Contributions Account, which account is not impacted by the offering price per share paid with respect to Interests.

Qualifications of Purchasers

An investment in the Company’s Interests involves a high degree of risk and is suitable only for prospective investors that have no need for liquidity in this investment. Accordingly, the Company is limiting this Offering to “accredited investors,” as that term is defined under the Securities Act and Regulation D promulgated thereunder. A subscription will not be accepted if its acceptance would result in noncompliance with Regulation D. Investments also will be subject to applicable state securities laws.

Each prospective investor must complete a Subscription Agreement which contains, among other things, representations to the Company that the prospective investor meets certain investor suitability requirements. A copy of the Company’s Subscription Agreement is included in the Subscription Documents, attached to this Memorandum as Appendix C. Each prospective investor also may be required to provide current financial and other information to the Company to enable the Company to determine whether such subscriber is qualified to purchase the Company’s Interests.

Sale of Interests

A prospective investor desiring to acquire Interests and become a Member must deliver to the Company a Subscription Agreement for the dollar amount of the desired investment, together with the correct full subscription payment of the subscribed Interests. The Company will accept or reject each subscription, in whole or in part, in the Manager’s sole discretion. The Company reserves the right, in its sole discretion, to refuse to sell Interests to any person, and may terminate this Offering and stop accepting subscriptions at any time and for any reason. There can be no assurance that all of the Interests offered hereby will be sold.

During the term of the Offering, the Manager intends to hold one or more closings where the Manager will cause the Company to accept subscriptions for Interests from one or more prospective investors. At each closing, the Manager will cause the Company to admit prospective investors as Members in its discretion, provided that the applicable subscription payment has been received along with the completed and executed subscription documents. Closings shall be held on a day determined by the Manager.

Subscription proceeds that are submitted to the Company by a prospective investor prior to any closing shall be deposited into a non-interest bearing segregated Company bank account. Upon the closing, such prospective investor's funds shall either be (A) released from such segregated Company bank account into the Company's general working capital bank account if such prospective investor's subscription is accepted by the Manager, or (B) returned to such prospective investor if such investor's subscription is not accepted by the Manager.

Marketing of Interests

The Company has engaged Arkadios to serve as the Managing Broker-Dealer for this Offering. Arkadios is expected to engage additional participating broker-dealers or financial advisors to solicit subscriptions for Interests and may solicit subscriptions for Interests directly. The Offering is a "best efforts" offering, which means that participating broker-dealers or financial advisors are not obligated to purchase any specific number or dollar amount of Interests in the Offering. The Company also may make certain sales directly to persons who have a pre-existing substantive relationship with the Manager (or its affiliates). For such direct sales, Arkadios will serve as the broker-dealer of record.

Interests

Interests are available for purchase in this Offering through (1) brokerage and transaction-based accounts, or (2) registered investment advisors that also are registered broker-dealers. Investors purchasing Interests will be specially allocated the Placement Costs attributable to such Interests (i.e., the Company's payment of selling commissions and fees). Arkadios may reallocate all or a portion of the selling commissions, managing broker-dealer fees, and broker-dealer due diligence fees applicable to sales of Interests to participating broker-dealers or financial advisors that are compensated on a commission basis for the sale. The selling commissions, managing dealer fees and/or marketing and diligence allowance fees may be reduced or waived for any particular sales upon agreement of Arkadios and the participating broker-dealer, if one is involved in the sale.

The applicable selling commissions, managing dealer fees or marketing and diligence allowance fees may be reduced or waived in connection with certain purchasers if approved by Arkadios and the Manager. The net proceeds to the Company (after its payment of the fees) will not be affected by any reduced or waived selling commissions, managing dealer fees or marketing and diligence allowance fees. An investor that qualifies for reduced or waived selling commissions, managing dealer fees or marketing and diligence allowance fees (i.e., the effective purchase price per Interest paid by such investor will be proportionally reduced) will receive a higher percentage return on his or her investment than investors who do not qualify for reduced or waived selling commissions, managing dealer fees or marketing and diligence allowance fees.

Organization and Offering Expenses

The Company will pay directly or reimburse the Manager or its affiliates, as the case may be, for Organization and Offering Expenses, the total amount of which is not expected to exceed two percent (2.0%) of the gross proceeds from the sale of Interests; provided, however, Organization and Offering Expenses exceeding two percent (2.0%) of the gross proceeds from the sale of Interests will not be reimbursed by the Company. As more particularly described in the definition of Organization and Offering Expenses on page 72 and in the LLC Agreement, such expenses include, but are not limited to, any related legal (whether in-house or outside counsel), accounting, tax professional (whether in-house or outside tax professionals), consulting, marketing and filing fees and expenses, printing and document production costs, long distance telephone charges, postage and delivery charges, duplicating and travel costs and expenses, all costs of negotiation, execution and delivery of definitive agreements, expenses incurred in connection with compliance with most favored nations processes in respect of the Company, and other start-up costs and expenses, but in all cases excluding any Company Expenses.

Sales Materials

In addition to this Memorandum, the Company may make use of brochures, pamphlets and other sales literature describing certain aspects of the Company's business and this Offering. The Manager and its affiliates may also respond to specific questions from participating broker-dealers or financial advisors and prospective investors. Information relating to this Offering may be made available to participating broker-dealers or financial advisors for their internal use. However, this Offering is made only by means of this Memorandum and the appendices provided herewith. The information in any

supplemental sales material does not purport to be complete and should not be considered a part of this Memorandum, or as incorporated in this Memorandum by reference.

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

Additional Disclosures Regarding Certain Participating Broker-Dealers Or Financial Advisors

The Company will offer Interests to prospective investors through Arkadios and one or more participating broker-dealers or financial advisors. Additional disclosure regarding certain participating broker-dealers or financial advisors will be provided in a supplement to this Memorandum, if such disclosure is required.

Additional Disclosures Regarding Certain Selling Group Members

The Company and Arkadios may engage soliciting dealers authorized to offer Interests.

Subscription Process

For information regarding the subscription process, see “HOW TO SUBSCRIBE” below.

HOW TO SUBSCRIBE

In order to subscribe, accredited investors must complete, execute and return to the Company the Subscription Documents listed below, copies of which are attached hereto as Appendix C, and follow the applicable subscription instructions:

- 1) Payment Instructions. One copy of the Payment Instructions.
- 2) Investor Questionnaire. One copy of the Investor Questionnaire.
- 3) Subscription Agreement. One copy of the Subscription Agreement, which contains certain representations, covenants, warranties, promises and undertakings, all of which should be carefully considered by the subscriber before execution.
- 4) Registered Representative/RIA & Broker/Dealer or RIA. One copy of the Registered Representative/RIA & Broker/Dealer or RIA form to be completed by an accredited investor's registered representative/RIA and/or broker/dealer.
- 5) Distribution Instructions. One copy of the Distribution Instructions.
- 6) Form W-9 (Taxpayer Identification Number). One copy of a Form W-9.

Investors are encouraged to make the subscription payment by wire transfer to Lakeside Bank, however, investors may also fund their subscription by check, in each case **pursuant to the payment instructions included in the Subscription Documents**. Payments by check in lieu of wire transfer are subject to clearance and approval by the Manager in its sole and absolute discretion.

All documents listed above should be filled out electronically via DocuSign or a Secure Investor Portal, and sent to Arkadios via secure email to mbd@arkadios.com.

If unable to deliver electronically, investors may mail the completed and executed version of the Subscription Documents to:

CEDARst Dev Fund Shareholder, LLC c/o
WAM Dev Fund, LLC
151 W. Huron Street
Chicago, Illinois 60654
Attention: Investor Relations
Email: subscriptions@cedarst.com

The Subscription Documents will be binding upon and enforceable against the Company only when countersigned by an authorized agent of the Company. The Company, by and through the Manager, reserves the right, in its sole discretion, to reject any subscription in whole or in part, in which case the Manager will promptly return the prospective investor's funds.

REPORTS TO MEMBERS

Within 60 days after the end of each of the first three quarters of each year, and within 120 days after each fiscal year end, the Manager will use commercially reasonable efforts to cause to be prepared and delivered to each Member certain reports, as described in the LLC Agreement.

LITIGATION

CEDARst is not currently involved in any litigation proceedings that are expected to have a material adverse effect on CEDARst, its principals, the Management Team, the Manager, or the Company.

PROFESSIONALS AND SERVICE PROVIDERS

The Manager may, in its sole discretion, engage professionals and service providers on behalf of the Manager, its affiliates, and the Company, in each case at the expense of the Company. No professional or other service provider will be disqualified from providing services to the Company, the Manager, or their affiliates by reason of the provision of services by such professional or service provider to the Manager or its affiliates, whether or not related to the Company's business or other activities.

LEGAL COUNSEL

The Company, the Fund, the Manager, and their affiliates have been (and in the future may be) represented by Morris, Manning & Martin, LLP in connection with the formation of the Company and all related activities. No Member other than an Affiliated Member has been (or will be) represented by Morris, Manning & Martin, LLP in connection with any aspect of the Offering and formation of the Company or the Fund.

EXPERTS

Citrin Cooperman or another auditing firm of recognized national or regional standing as selected by the Manager will serve as the Company's auditor.

Citrin Cooperman or another tax preparation firm of recognized national or regional standing as selected by the Manager will serve as the Company's tax return preparation firm. 80

ELECTRONIC DELIVERY OF DOCUMENTS

The Company intends to electronically provide the Memorandum, Memorandum supplements, reports, distribution notices and other information, or documents, unless you opt-out of electronic delivery by sending us instructions in writing that you would like to receive such documents in paper format. **Unless you elect otherwise and notify us as provided in this Memorandum, all documents will be provided in electronic form by email.**

You must have internet access to use electronic delivery. While we impose no additional charge for this service, there may be potential costs associated with electronic delivery, such as on-line charges. Documents will be available on our Internet web site: <https://app.junipersquare.com/login>. You may access and print all documents provided through this service. As documents become available, we will notify you of this by sending you an e-mail message that will include instructions on how to retrieve the document. If our e-mail notification is returned to us as "undeliverable," we will contact you to obtain your updated e-mail address. If we are unable to obtain a valid e-mail address for you, we will send a paper copy by regular U.S. mail to your address of record. You may opt-out of electronic delivery at any time and, following receipt of your notification, we will begin sending you a paper copy of all required documents. However, in order for us to ensure timely delivery of documents to you, your notification must be given to us a reasonable time before electronic delivery has commenced. We will provide you with duplicate paper copies at any time upon request. Such request will not constitute notification of your decision to opt-out of electronic delivery.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

For additional information regarding the Company, please contact the Manager at:

CEDARst Dev Fund Shareholder, LLC
c/o WAM Dev Fund, LLC
151 W. Huron Street
Chicago, Illinois 60654
Attention: Investor Relations
Email: subscriptions@cedarst.com

APPENDIX A

LLC Agreement

[See attached.]

CONFIDENTIAL

Amended and Restated Limited Liability Company Agreement

of

CEDARst Dev Fund Shareholder, LLC

THE LIMITED LIABILITY COMPANY INTERESTS (THE “**INTERESTS**”) OF CEDARST DEV FUND SHAREHOLDER, LLC (THE “**COMPANY**”) HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), THE SECURITIES LAWS OF ANY STATE OR ANY OTHER APPLICABLE SECURITIES LAWS IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THE INTERESTS MUST BE ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT IN COMPLIANCE WITH (I) THE SECURITIES ACT, ANY APPLICABLE STATE SECURITIES LAWS, AND ANY OTHER APPLICABLE SECURITIES LAWS; AND (II) THE TERMS AND CONDITIONS OF THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT. THE INTERESTS MAY NOT BE TRANSFERRED OF RECORD EXCEPT IN COMPLIANCE WITH SUCH LAWS AND THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT. THEREFORE, PURCHASERS OF INTERESTS WILL BE REQUIRED TO BEAR THE RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

Amended and Restated Limited Liability Company Agreement
of
CEDARst Dev Fund Shareholder, LLC
Table of Contents

	<u>Page</u>
1. Definitions; Interpretation.....	2
1.1. Definitions.....	2
1.2. Interpretation.....	2
2. Formation; Organization.....	2
2.1. Formation; Organization.....	2
2.2. Term.....	3
2.3. Name	3
2.4. Purpose and Business.....	3
2.5. Places of Business.....	4
2.6. Registered Office and Agent	4
2.7. Fiscal Year	4
2.8. Qualification in Other Jurisdictions	4
2.9. Powers.....	4
2.10. Certificates and Other Filings	5
2.11. Application of the Act.....	5
2.12. Certain Joint Venture and Similar Transactions	5
2.13. Licenses.....	5
3. Members	6
3.1. Names and Addresses of Members.....	6
3.2. Affiliated Members	6
3.3. Limited Liability of Members.....	6
3.4. No Priority, Etc.	6
3.5. Company Property	6
4. Capital Contributions; Defaulting Members; Member Withdrawal	6
4.1. Management Investment.....	6
4.2. Requirements for Admission as Member	6
4.3. Admission of Members.....	7
4.4. Payment of Capital Contributions.....	8
4.5. Defaulting Members	9
4.6. Member Withdrawal Rights.....	10

Table of Contents
(continued)

	<u>Page</u>
5. Management.....	12
5.1. General Authority	12
5.2. Authority for Specific Actions	12
5.3. Guarantees by the Manager and its Affiliates	17
5.4. Duties and Obligations of the Manager	17
5.5. Tax Matters	17
5.6. Limitations on the Manager; Investment Restrictions	19
5.7. ERISA Matters.....	20
5.8. Third Party Reliance.....	21
5.9. Partnership Classification.....	21
5.10. Determination of Fair Value	21
5.11. Other Businesses of the Manager and its Affiliates	22
6. Expenses and Fees	23
6.1. Transaction Fees	23
6.2. Asset Management Fees	23
6.3. Fees Payable to Affiliates of the Manager	24
6.4. Expenses and Reimbursements.....	25
7. Operation of Parallel Investment Vehicles; Co-investment Venture(s)	26
7.1. Parallel Investment Vehicles.....	26
7.2. Investments by Parallel Investment Vehicles through Co-investment Venture(s)	27
7.3. Cost Allocation	27
7.4. Single Company Assumption	27
8. Consent, Voting, and Meetings.....	28
8.1. Method of Giving Consent.....	28
8.2. Meetings.....	29
8.3. Record Dates	29
8.4. Submissions to Members	29
9. Distributions.....	29
9.1. Distributions Generally.....	29
9.2. Distribution Priorities.....	30
9.3. Distributions on Account of Capital Contributions	30
9.4. Distributions of Negotiated Promote	30
9.5. Tax Distributions	30

Table of Contents
(continued)

	<u>Page</u>
9.6. Distributions in Liquidation of a Member's Interest in the Company.....	31
9.7. Direction of Distributable Cash Flow	31
9.8. Right of Set Off.....	31
9.9. Tax Withholding	31
10. Capital Accounts; Allocations	32
11. Investor Advisory Committee; Investment Committee and Other Committees.....	32
11.1. The Investor Advisory Committee	32
11.2. Investment Committee	34
11.3. Additional Advisory Councils	35
12. Certain Conflicts of Interest	35
12.1. General	35
12.2. No Consideration of Members' Circumstances	36
12.3. Conflicts Resolved in Good Faith	36
13. Books of Account, Records, and Banking	36
13.1. Books and Accounts	36
13.2. Records Available	36
13.3. Quarterly Reports.....	37
13.4. Annual Reports	37
13.5. Reliance on Accountants and Others	37
13.6. Filing of Returns	37
13.7. Safe Harbor Election and Forfeiture Allocations.....	38
14. Transfers	39
14.1. Transferability of Manager's Interest	39
14.2. Transferability of a Member's Interest	40
14.3. Assignees	42
14.4. Substitute Member	43
14.5. Transfers During a Fiscal Year	43
14.6. 20% Beneficial Owners.....	44
14.7. Elections Under the Internal Revenue Code.....	44
15. Standard of Care; Limitation of Liability; Exculpation; Indemnification	44
15.1. Standard of Care	44
15.2. Limitation on Members' Liability	44
15.3. Exculpation and Indemnification of Manager and Investment Committee	44

Table of Contents
(continued)

	<u>Page</u>
15.4. Exculpation and Indemnification of Members of the Investor Advisory Committee and Additional Advisory Councils	46
15.5. Additional Provisions.....	47
15.6. Giveback Obligations.....	47
15.7. Indemnification Expenses	48
16. Removal and Replacement of the Manager	48
16.1. Removal for Breach of Standard of Conduct or Disabling Event	48
16.2. Effect of Removal and Replacement Manager	49
17. Dissolution; Liquidation; Termination	49
17.1. Dissolution	49
17.2. Liquidation of the Company	49
17.3. Impact of Dissolution, Etc. of Members	51
18. Amendments	51
18.1. General	51
18.2. Unilateral Amendments	52
18.3. Execution	52
18.4. Request for Consent.....	52
19. Power of Attorney.....	52
19.1. General	52
19.2. Coupled with An Interest	53
20. Miscellaneous	53
20.1. Further Assurances.....	53
20.2. Successors and Assigns.....	54
20.3. Governing Law	54
20.4. Severability	54
20.5. Counterparts; Electronic Execution	54
20.6. Entire Agreement	54
20.7. Force Majeure	55
20.8. Notices	55
20.9. Confidentiality.....	56
20.10. No Right of Partition for Redemption	58
20.11. Third Party Beneficiaries.....	58
20.12. UCC Article 8 Election.....	58

Table of Contents
(continued)

	<u>Page</u>
20.13. Ownership and Use of Name	58
20.14. Legal Counsel and Other Professionals	59
20.15. Arbitration and Certain Litigation Matters	59
20.9. Corporate Transparency Act	61
Schedule A	Members and Capital Contributions
Attachment A	Glossary of Defined Terms
Attachment B	Capital Accounts; Allocations

**Amended and Restated Limited Liability Company Agreement
of
CEDARst Dev Fund Shareholder, LLC**

Dated as of _____, 2024

This Amended and Restated Limited Liability Company Agreement (this “**Agreement**”) of CEDARst Dev Fund Shareholder, LLC, a Delaware limited liability company (the “**Company**”), is made and effective as of _____, 2024 (the “**Effective Date**”) by and among WAM Dev Fund, LLC, a Delaware limited liability company, as the manager (“**Manager**”), and the Persons who have executed and delivered this Agreement as Members and have been accepted for admission as Members by the Manager.

R E C I T A L S

WHEREAS, the Company was organized as a limited liability company by filing a certificate of formation (as it may be amended or restated from time to time, the “**Certificate**”) pursuant to the provisions of the Delaware Limited Liability Company Act, 6. Del. C. Section 18-101 *et. seq.* (as in effect from time to time, the “**Act**”), on November 27, 2023 (the “**Formation Date**”);

WHEREAS, the Manager, as the sole member and initial manager, previously entered into that certain Limited Liability Company Agreement of the Company, effective as of the Formation Date (the “**Original Agreement**”);

WHEREAS, the Company was formed to invest in and be a Manager of CEDARst GP Development Fund, LLC, a Delaware limited liability company (the “**Fund**”), pursuant to the limited liability company agreement of the Fund (the “**Fund Agreement**”);

WHEREAS, CEDARst Dev Fund Investor, LLC, a Delaware limited liability company managed by the Manager (“**Cedar Investor**”), is a co-manager of the Fund; and

WHEREAS, the parties desire to enter into this Agreement to amend and restate the Original Agreement in its entirety, to set forth the terms and conditions on which the management, business, and affairs of the Company are to be conducted, and to set forth the respective rights, obligations, and interests of the Members to each other and to the Company, all as provided in this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the parties hereby amend and restate the Original Agreement in its entirety and hereby agree as follows:

1. **Definitions; Interpretation.**

1.1. **Definitions.** Capitalized terms used in this Agreement that are not otherwise defined in the text of this Agreement shall have the meanings set forth for such terms on **Attachment A** to this Agreement.

1.2. **Interpretation.**

A. **Accounting Terms and Determinations.** All accounting terms used in this Agreement and not otherwise defined have the meaning accorded to them in accordance with the basis of accounting selected pursuant to Section 13.1 and, except as expressly provided herein, all accounting determinations will be made in accordance with such basis, consistently applied.

B. **Schedules, Exhibits, Sections, Etc.** References to a “Schedule” or an “Attachment” or “Exhibit” are, unless otherwise specified, to a schedule or an attachment or exhibit attached to this Agreement and references to a “Section” are, unless otherwise specified, to a section or a subsection of this Agreement.

C. **Certain Words Inclusive.** Words such as “herein,” “hereinafter,” “hereof,” “hereto,” “hereby” and “hereunder” and words of like import refer to this Agreement as a whole and not to any particular provision of this Agreement unless the context otherwise requires. The use of the term “including” in this Agreement means “including, without limitation.”

D. **Currency.** All references herein to funds, dollars, or payments mean United States dollars.

E. **Plural; Gender.** Wherever from the context it appears appropriate, each term stated in either the singular or the plural includes the singular and the plural, and pronouns stated in the masculine, the feminine, or neuter gender each include the masculine, the feminine, and the neuter.

F. **Captions.** Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend or otherwise affect the scope or intent of this Agreement or any provision hereof.

G. **No Interpretation Against Drafting Party.** If any claim is made by any Member relating to any conflict, omission, or ambiguity in this Agreement, no presumption or burden of proof or persuasion may be implied because this Agreement or any provision hereof was prepared by or at the request of a particular Member (including the Manager) or such Member’s counsel. Each Member, by execution hereof, acknowledges that it has had the opportunity to consult with counsel of its own choosing and seek clarification and/or negotiate the provisions hereof.

2. **Formation; Organization.**

2.1. **Formation and Organization.**

A. The Company was formed by the filing of the Certificate, as required under the Act, with the Delaware Secretary of State on the Formation Date. WAM Dev Fund, LLC is hereby affirmed as the Manager. The Persons executing this Agreement or a counterpart signature page hereto (including pursuant to a power of attorney granted pursuant to a Subscription Agreement) are admitted to the Company as Members.

B. Without the Consent of any other Member, the Certificate may be restated by the Manager as provided in the Act or amended by the Manager to change the name of the Company (consistent with Section 2.3), the address of the registered office of the Company in Delaware, or the name and address of its registered agent in Delaware, or to make corrections required by the Act. The Manager shall deliver a copy of the Certificate and any amendment thereto to any Member who so requests.

2.2. **Term.** Except as otherwise provided herein, the term of the Company commenced on the Formation Date and shall continue in full force and effect until the fifth (5th) anniversary of the Offering Period Termination Date, which period, unless the Company is sooner dissolved, may be further extended by the Manager, in its sole and absolute discretion, for up to three additional years, and which may be further extended with the Consent of the Investor Advisory Committee for up to three consecutive, one-year periods (such period, the “**Term**”). The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate as provided in the Act. The Company may dissolve and liquidate prior to the expiration of its Term and wind up its affairs after the Disposition of all of its Investments, subject to Section 17.1 of this Agreement.

2.3. **Name.** The name of the Company shall be “CEDARst Dev Fund Shareholder, LLC” or such other name or names as the Manager may, in its discretion, from time to time select, and its business shall be carried on in such name with such variations and changes as the Manager deems necessary to comply with requirements of the jurisdictions in which the Company’s operations are conducted. The Manager shall give the Members prompt written notice of any change in the name of the Company. The Manager and its Affiliates reserve the right to use one or more names that are similar to or include a material portion of the name of the Company, without compensation to the Company, in connection with any future business activities of the Manager or any of its Affiliates not otherwise inconsistent with its obligations hereunder.

2.4. **Purpose and Business.** The purpose of the Company is:

A. to serve as a manager of and to own, hold, sell, transfer, dispose of or otherwise deal with the membership interests in the Fund, any Parallel Investment Vehicles, and Alternative Investment Vehicles (or managing member or manager interests, as the case may be) that the Company or its Affiliates may form in connection with the formation and operation of the Fund;

B. to manage, together with the Management Company, such assets as the Fund may acquire in accordance with the Fund Agreement, until their disposition or until the termination of the Company as manager of the Fund, in accordance with the Fund Agreement, whichever first occurs; and

C. to engage in such additional or other activities related to the foregoing as the Manager in its reasonable discretion deems necessary or advisable in connection therewith.

The Company may pursue its purposes and exercise its powers and rights either directly or indirectly through the Fund or one or more direct or indirect subsidiary corporations, joint ventures, partnerships, limited liability companies or other entities, which may be organized under the laws of the United States or any state or foreign jurisdiction (each a “**Subsidiary**”), and which may be Affiliates of the Manager.

2.5. **Places of Business.** The Company shall have its principal place of business at 151 W Huron St, Chicago, Illinois 60654 or at such other place or places as the Manager may, in its discretion, from time to time, select. The Manager shall provide written notice to the Members of any change in the principal office of the Company. The Company may from time to time have such other place or places of business in such other jurisdictions as the Manager may in its discretion deem advisable.

2.6. **Registered Office and Agent.** The address of the Company’s registered office in the State of Delaware is 1521 Concord Pike, Suite 201, Wilmington, County of New Castle, Delaware 19803. The name of the registered agent at the address is Corporate Creations Network Inc. The Company may from time to time have such other registered office and such other registered agent or agents as the Manager may in its discretion deem advisable.

2.7. **Fiscal Year.** The Fiscal Year of the Company ends on the 31st day of December in each year. The Manager has the authority to change the ending date of the Fiscal Year to any other date required or allowed under the Code or Treasury Regulations if the Manager, in its discretion, determines such change to be necessary or appropriate. The Manager shall promptly give notice of any such change to the other Members.

2.8. **Qualification in Other Jurisdictions.** The Manager shall cause the Company and any Subsidiary to be qualified or registered under assumed or fictitious names or foreign company statutes or similar laws in any jurisdiction in which the Company or a Subsidiary owns property or transacts business to the extent such qualification or registration is necessary or, in the judgment of the Manager, advisable in order to preserve the limited liability of the Members or to permit the Company to lawfully own property or transact business, and shall cause the Company not to own property or transact business in any jurisdiction until it or the relevant Subsidiary(ies) is (or are) qualified or registered to do so unless the failure to do so would not materially adversely affect the Company as a whole. The Manager shall execute, file, and publish all such certificates, notices, statements, or other instruments necessary to permit the Company or a Subsidiary lawfully to own property and conduct business as a limited liability company or as a limited partnership or other form of business (in the case of Co-investment Ventures and Subsidiaries) in all jurisdictions where the Company elects to own property or transact business and to maintain the limited liability of the Members.

2.9. **Powers.** Subject to all of the provisions of this Agreement, the Company and the Manager acting on behalf of the Company shall have the power to do any and all acts necessary, appropriate, advisable, incidental, or convenient to or in furtherance of the purposes and business

described herein, and shall have and may exercise all of the powers and rights that can be conferred upon limited liability companies formed pursuant to the Act.

2.10. Certificates and Other Filings.

A. Authority. The Manager hereby is authorized to execute, acknowledge, file, and cause to be published, as appropriate, all instruments, certificates, notices, and documents, and to do or cause to be done all such filing, recording, publishing, and other acts as may be deemed by the Manager in its discretion to be necessary or appropriate from time to time to comply with all applicable requirements for the operation or, when appropriate, termination of a limited liability company in the State of Delaware and all other jurisdictions where the Company does or shall desire to conduct its business, and may do so with respect to each Subsidiary.

B. Further Assurances. If requested by the Manager, each other Member shall reasonably promptly execute all certificates and other documents consistent with the terms of this Agreement necessary for the Manager to accomplish all filing, recording, publishing, and other acts as may be appropriate to comply with all requirements for: (i) the operation of a limited liability company under the laws of the State of Delaware; (ii) if the Manager deems it advisable, the operation of the Company as a limited liability company in all jurisdictions where the Company proposes to operate (whether directly or through a direct or indirect Subsidiary, a Co-investment Venture, or a Subsidiary of the foregoing); and (iii) all other filings required or deemed reasonably necessary by the Manager to be made by the Company.

2.11. Application of the Act. Except as expressly provided in this Agreement, the rights and liabilities of the Members are as provided in the Act. In the event of any inconsistency between any terms and conditions contained in this Agreement and any provisions of the Act, the terms of this Agreement govern and control except to the extent the applicable provision of the Act cannot be waived.

2.12. Certain Joint Venture and Similar Transactions.

A. The Company or Fund may enter into joint ventures with (i) one or more Competitive Funds sponsored by the Manager or its Affiliates in order to utilize Capital Contributions by joint venturing with such Competitive Funds, or (ii) one or more Competitive Funds sponsored by the Manager or its Affiliates in order to market and jointly sell with such Competitive Funds one or more portfolios of Investments to maximize the price that could be so obtained.

B. The Company or Fund may enter into transactions with governmental entities providing external subsidies to support the cost of development or renovation of an Investment (such as conference facilities, parking, etc.).

2.13. Licenses. The Manager may cause the Company, Fund or any Subsidiary to apply for, obtain, and maintain any license to conduct any business within the purpose of the Company.

3. **Members.**

3.1. **Names and Addresses of Members.** The Company consists of the Members listed from time to time on **Schedule A** hereto, and such Additional Members and Substitute Members as may be admitted to the Company pursuant to Sections 4.3, 4.5, or 14.4. The Manager has the authority to amend, and shall cause to be amended, **Schedule A** from time to time to reflect the admission of any Member, the removal or withdrawal of any Member for any reason, or the receipt by the Company of notice of any change of name or address of a Member.

3.2. **Affiliated Members.** The Manager may cause any of its Affiliates to be Members, and in such event its rights, powers, restrictions, and liabilities as the Manager will remain unaffected. The Manager or such Affiliate will, in respect of its Capital Contributions as a Member, have all of the rights and powers and be subject to all of the restrictions and liabilities of a Member, except as otherwise expressly provided for in this Agreement.

3.3. **Limited Liability of Members.** The liability of each Member is limited to its obligation to make (i) its Capital Contributions to the Company in amounts provided by this Agreement and such Member's Subscription Agreement, (ii) its proportionate share of Entity Tax liability to the Company pursuant to Section 5.5.D, (iii) Giveback payments pursuant to Section 15.6, and (iv) any other payments required by this Agreement, which obligations are intended to be enforceable only by the Company and the Manager but not by creditors of the Company, and nothing elsewhere set forth in this Agreement or in any other document, and nothing arising from any other transaction whatsoever between or among any or all of the Members or the Company or a Co-investment Venture (or its members or the members of such members) shall have the effect of removing, diminishing, or otherwise affecting such limitation.

3.4. **No Priority, Etc.** Except as may be set forth in a Member's Side Letter, no Member has priority over any other Member either as to the return of its Capital Contribution or, other than as provided in Section 10, as to any allocation of Profits or Losses.

3.5. **Company Property.** No real or other property of the Company will be deemed to be owned by any Member individually, but will be owned by, and title will be vested solely in, the Company (or the Fund, a Co-investment Venture or their respective Subsidiaries).

4. **Capital Contributions; Defaulting Members; Member Withdrawal.**

4.1. **Management Investment.** Until the Final Closing Date, the Manager, its principals, officers, and or their respective Affiliates may make one or more Capital Contributions to the Company in any amount through direct investment as a Member in the Company, or indirectly through investment of an Affiliated Member as a Member in the Company (collectively, the "**Manager Group Contribution**").

4.2. **Requirements for Admission as Member.**

A. The Company may hold an Initial Closing when the Company receives its first subscription(s) for Capital Contributions. The Company is seeking aggregate Capital Contributions to the Company ("**Aggregate Contributions**") of \$50,000,000 (which may be

expanded up to \$75,000,000 in the Manager's sole and absolute discretion), including the Manager Group Contribution.

B. Each Member must subscribe for a minimum Capital Contribution of \$50,000 unless the Manager in its sole and absolute discretion accepts a lesser amount. Each Person desiring to become a Member upon the Initial Closing Date or the date of any Subsequent Closing shall (i) execute and deliver to the Manager a Subscription Agreement and such other documents as are deemed reasonably appropriate by the Manager, and (ii) make its initial Capital Contribution to the Company in amounts provided by this Agreement and such Member's Subscription Agreement. Under such Subscription Agreement and other documents, such subscriber shall, subject to acceptance of its subscription by the Manager, execute a counterpart of, and agree to be bound by, this Agreement. Such execution of this Agreement may be directly or via the power of attorney granted pursuant to the Member's Subscription Agreement. In order to comply with Section 5.7, no Person will be admitted as a Member if the Manager concludes that, immediately after giving effect to and as a result of the admission of such Person, participation by Benefit Plan Investors in the Company will be "significant" as defined in the Plan Asset Regulations, unless the Manager concludes, with the advice of ERISA counsel, that the requirements of Section 5.7 have been satisfied.

4.3. Admission of Members.

A. Each Member admitted to the Company pursuant to this Section 4 will become a Member as of the Initial Closing Date or as of the date of any Subsequent Closing, as applicable.

B. Additional Members may be admitted to the Company after the Initial Closing Date as follows:

(1) After the Initial Closing Date, the Manager may admit additional Members, or accept additional Capital Contributions from existing Members (an "**Additional Member**" with respect to its new or additional Capital Contribution), at one or more additional closings (each a "**Subsequent Closing**" and the last Subsequent Closing occurring under this Section 4.3.B, the "**Final Closing**" and the date thereof, the "**Final Closing Date**"); *provided, however*, that no Subsequent Closings may occur after the Offering Period Termination Date, and no Members may be admitted after the Offering Period Termination Date except as provided in Section 7.1.C (with respect to the withdrawal from a Parallel Investment Vehicle and admission to the Company), Section 4.5 (with respect to the sale of a Defaulting Member's Interest), or Section 14.4 (with respect to Substitute Members). The "**Offering Period Termination Date**" shall be the date that is the earlier of (a) the date on which the Company's and Cedar Investor's Aggregate Contributions total \$50,000,000 (subject to expansion up to \$75,000,000 in the Manager's sole and absolute discretion), or (b) the twelve (12) month anniversary of the Initial Closing Date, subject to extension of up to six (6) additional months in the Manager's sole and absolute discretion. The period from the Initial Closing Date until the Offering Period Termination Date (as it may be extended) is the "**Offering Period**." The Offering Period may be shortened in the sole and absolute discretion of the Manager.

(2) The Manager may regularly modify **Schedule A** and the books and records of the Company to accurately reflect the Capital Contributions and Capital Accounts of all Members.

C. The admission of a Person to the Company that would cause the Company to be an “investment company” within the meaning of Section 3 of the Investment Company Act will, to the fullest extent permitted by law, be void *ab initio* and will not bind or be recognized by the Company.

4.4. Payment of Capital Contributions.

A. General.

(1) Capital Contributions will be required to be made on or prior to becoming a Member in an amount set forth in each Member’s Subscription Agreement.

(2) The Members’ Capital Contributions generally will be used to (i) pay Organization and Offering Expenses, Operational Expenses, Asset Management Fees, other fees to the Manager and its Affiliates as described in this Agreement, and other operating expenses; *provided that* the Capital Contributions of the Manager and Affiliated Members will not be used to pay Asset Management Fees, (ii) fund the obligations of the Fund with respect to potential Investments, (iii) provide the cash necessary, in the sole and absolute discretion of the Manager, to pay expenses and establish reasonable reserves of the Company and Fund, and (iv) repay obligations of the Company, Fund and Subsidiaries.

(3) Except as otherwise provided, each Capital Contribution will be payable by wire transfer in immediately available funds or by ACH or check (subject to clearance if such payment by ACH or check in lieu of wire transfer is approved by the Manager in its sole and absolute discretion).

B. **No Interest on Capital Contributions.** No Member will be paid interest on any Capital Contribution or on such Member’s Capital Account.

C. **No Right to Make Contributions.** No Member will have the right to make any contribution of capital not approved by the Manager.

D. **No Right to Demand Return of Capital.** No Member has any right to demand the return of its Capital Contributions, except upon dissolution of the Company pursuant to Section 17 (and then only to the extent Distributions are required to be made to such Member).

E. **No Right to Receive Distributions Other than Cash.** No Member has the right to demand or receive property other than cash in return for its Capital Contributions (and then only to the extent Distributions are required to be made to such Member under Sections 9.2, 9.6, or 17.2).

F. **No Grant of Security Interest.** No Member may pledge or grant a security interest in its Equity Interest without the prior written approval of the Manager, such approval to be granted or withheld in the sole and absolute discretion of the Manager.

4.5. **Defaulting Members.**

A. If a Member breaches this Agreement (including, without limitation, failing to pay any amount required to be paid by it when due under this Agreement) or such Member's Subscription Agreement, the Manager may, in its sole and absolute discretion, provide a notice of default (a "**Default Notice**") to such Member. If a Member otherwise breaches this Agreement or such Member's Subscription Agreement, the Manager may, in its sole discretion, provide a Default Notice to such Member. If the delinquent payment obligation is not received by the Company within five (5) Business Days after the receipt of such Default Notice, or if the other breach for which a Default Notice has been provided is not cured within a reasonable time as determined by the Manager (but in no event may such time period be less than fifteen (15) Business Days nor more than sixty (60) days), then such Member to whom the Default Notice was sent will be deemed a "**Defaulting Member**" effective from and after the date of delivery of the Default Notice.

B. With respect to a Member that is a Defaulting Member as a result of a failure to pay any amount required to be paid by it when due under this Agreement, upon notice from the Manager (which notice may be sent in the Manager's sole and absolute discretion), such amount will constitute a demand loan ("**Default Loan**") to such Member that bears interest payable to the Company at a rate of 18% per annum, compounded monthly, or, if lower, the highest rate of interest permitted under applicable law, from and after the original due date of such amount (the "**Default Date**") until the earliest of (i) the payment of such amount, including any interest accruing under this Section 4.5.B, or (ii) the conclusion of foreclosure proceedings under Section 4.5.D. Any interest paid by a Defaulting Member pursuant to this Section 4.5.B will not be treated as a Capital Contribution but will be treated as income of the Company. Alternatively, the Manager, in its sole and absolute discretion, may make Default Loans, and/or allow one or more non-Defaulting Members to make Default Loans, to the Defaulting Member at a rate equal to the lesser of 18% per annum, compounded monthly, and the maximum interest rate permitted by law, the proceeds of which are to be paid to the Company in respect of the delinquent amount payable by such Defaulting Member, to be repaid from the Distributions otherwise payable to the Defaulting Member (with such Distributions being deemed to have been first made to the Defaulting Member and then paid to the lender in repayment of such Default Loan). Any such amounts so withheld will be treated, for all purposes, as if such amounts had first been distributed to the Defaulting Member and thereafter paid by the Defaulting Member to the Company or to any Members who have made such Default Loan as provided above, as applicable, in payment of the principal and any accrued and unpaid interest on such Default Loan.

C. Notwithstanding any other provision of this Agreement, the Company has the right to withhold any Distributions due to a Defaulting Member, including any future allocations of profit or gain and Distributions related thereto, and apply any such Distributions to the payment of such Defaulting Member's Default Loan (and any interest accrued and unpaid thereon).

D. In addition to or in lieu of, and not in limitation of, any of the foregoing, the Manager, in its sole and absolute discretion, may (i) commence proceedings to collect any due and unpaid amount due pursuant to this Agreement or such Defaulting Member's Subscription Agreement (plus interest in accordance with Section 4.5.B above) and the expenses of collection, including court or arbitration costs and reasonable attorneys' fees and disbursements; and/or (ii)

cause the Defaulting Member not to receive any future allocations of Profits or Losses of the Company to its Capital Account and/or any Distributions. The provisions set forth in clause (ii) above shall constitute penalties as permitted by the Act that have been fully negotiated and discussed, and each Member completely understands and comprehends the intent, effect, and potential ramifications thereof. The Members agree that the provisions of this Section 4.5.D are a reasonable remedy for the monetary and other damage that would result from any Member's failing to make payments required under this Agreement or such Defaulting Member's Subscription Agreement as and when from time to time required pursuant to the provisions of this Agreement or other breach of this Agreement or such Defaulting Member's Subscription Agreement.

E. Any actions taken by the Manager or the Company pursuant to Sections 4.5.A through 4.5.D, inclusive, are in addition to and not in limitation of any other rights or remedies that the Company may have against the Defaulting Member, including, but not limited to, the right to hold the Defaulting Member responsible for any damages or liabilities (including reasonable attorneys' fees) to which the Company may be subjected (in whole or in part) as a result of the default by the Defaulting Member. Notwithstanding any implication to the contrary in this Agreement, a Defaulting Member may not receive indemnification from the Company as a result of its default under this Agreement or such Defaulting Member's Subscription Agreement.

F. So long as a Defaulting Member remains a Defaulting Member, such Member will not, in the sole and absolute discretion of the Manager, effective upon the Manager giving notice to the Defaulting Member, be entitled to exercise any voting rights, approval rights, co-investment rights, rights to participate in future investment opportunities sponsored by the Manager or its Affiliates, or right to purchase any other Defaulting Member's Interest otherwise granted to such Member under this Agreement. In addition, the Manager, in its sole discretion, may elect, effective upon the Manager giving notice to the Defaulting Member, that the Defaulting Member lose its vote and representation on any advisory councils and committees. This Section 4.5.F specifically overrides and takes precedence over any provision to the contrary in any Side Letter with a Member unless such Side Letter specifically references and overrides this Section 4.5.F (or an element hereof). Each Member acknowledges that it has read and agrees to this Section 4.5.F, notwithstanding a later dated Side Letter, and consents to the Manager's use of this Section 4.5.F as an estoppel against any Member claiming precedence of a Side Letter over this Section 4.5.F with respect to the subject matter of this Section 4.5.F.

4.6. Member Withdrawal Rights.

A. Except as otherwise provided in Section 7.1.C (regarding withdrawal and readmission across Parallel Investment Vehicles), in Section 14.6 (with respect to certain 20% Beneficial Owners), or in this Section 4.6, no Member will be permitted to withdraw profits, gains, or capital from the Company prior to the liquidation of the Company without the prior written approval of the Manager, which approval may be withheld in the Manager's sole and absolute discretion. Subject to Section 5.7, partial withdrawals of profits, gains, or capital with respect to a Member's Capital Contribution will not be permitted, and a Member desiring to withdraw must withdraw its entire interest relating to its Capital Contribution.

B. Notwithstanding any provision contained herein to the contrary, but subject to the partial withdrawal provisions of Section 5.7 and the approval of the Manager, each ERISA

Member may elect to withdraw in its entirety from the Company, and upon demand by the Manager shall withdraw from the Company, if either the ERISA Member or the Manager shall obtain an Opinion of Counsel to the effect that it is more likely than not that all or any portion of the assets of the Company constitute assets of the ERISA Member for the purposes of ERISA and are subject to the provisions of ERISA to substantially the same extent as if owned directly by the ERISA Member. Such withdrawal shall be effective ninety (90) days after the delivery of such Opinion of Counsel, unless the Manager shall have selected an earlier effective date.

C. Notwithstanding any provision contained herein to the contrary, any Member shall withdraw from the Company, upon demand by the Manager, if (a) the Member fails to produce any information requested by the Company or Manager to comply with anti-money laundering or anti-terrorist financing laws, rules, regulations, directives, special measures, or other applicable law, or (b) the Manager obtains an Opinion of Counsel to the effect that it is more likely than not that (i) such Member is prohibited by applicable statutes, rules or regulations, or the issuance of a court order, from making additional investments, or continuing its participation, in the Company or (ii) the continued participation by such Member would result in a Company Regulatory Risk.

D. If any Member shall withdraw or be required to withdraw in accordance with the provisions of this Section 4.6, there shall be distributed to such Member or its legal representative within ninety (90) days after the last day of the Fiscal Year of the Company in which such withdrawal occurred, an amount equal to the balance of such Member's Estimated Value Capital Account as of the end of such Fiscal Year of the Company or, if withdrawal occurs other than at the end of a Fiscal Year, as of the date of such withdrawal; provided, however, that for purposes of determining the Estimated Value Capital Account in connection with the payment to be made pursuant to this Section 4.6.D to such Member, the Manager may deduct from the valuations of the Company's Investments such costs or expenses, in an amount not to exceed 5% of such valuations, as the Manager may determine to be necessary to cover the costs of implementing such withdrawal.

E. The Company may, in the sole and absolute discretion of the Manager, subject to the limitations set forth below, make any distribution or payment pursuant to Section 4.6.D in cash or in the form of an interest free promissory note of the Company maturing upon the dissolution of the Company. In no event shall any Member be required to contribute capital to the Company to satisfy the amount due to a withdrawing Member. However, unless a withdrawing ERISA Member otherwise elects, no distribution of property held by the Company, or of any interest therein, will be made to such ERISA Member if the effect of such distribution, as set forth in an Opinion of Counsel, would be to continue the situation or circumstance giving rise to the necessity for such ERISA Member's withdrawal.

F. If any payment pursuant to Section 4.6.D is made in whole or in part by delivery of a promissory note of the Company, the Company shall, from time to time during the term of such note, prepay all or a portion of the principal thereof within thirty (30) days of such times and in such amounts as will approximate the Distributions that the withdrawing Member would have received if it had not withdrawn from the Company. If any amount of such promissory note remains outstanding at such time as the Company is being liquidated, the withdrawing Member holding such promissory note shall receive the lesser of (i) the unpaid balance of the note

or (ii) the amount of the Company's assets available pursuant to Section 17.2.B(2) after making payments or provisions for the items set forth in Section 17.2.B(1), but prior to making any Distribution to the Members pursuant to Section 17.2.B(3).

G. Subject to Section 4.6.D, from and after the date of withdrawal of a Member from the Company, no interest will be payable on its Interest in the Company to the date of payout.

5. **Management.**

5.1. **General Authority.**

A. The management and operation of the Company and its business and affairs will be, and hereby are, vested solely in the Manager. The Manager has full, complete, and exclusive control of the management and operation of the business of the Company and the authority to do all things necessary or appropriate to carry out the purposes, business, and powers of the Company as described herein, with full discretion and without any further act, vote, or approval of any Member or the Investor Advisory Committee or Investment Committee (except as specifically provided in this Agreement). Except as expressly limited in this Agreement, the Manager possesses and enjoys with respect to the Company all of the rights and powers of a manager of a manager-managed limited liability company to the extent permitted by the Act. The Company hereby irrevocably delegates to the Manager, without limitation, the power and authority to act on behalf of and in the name of the Company, without obtaining the Consent of or consulting with any other Person, to take any and all actions on behalf of the Company as permitted in this Agreement. The Manager, to the extent of its powers set forth herein, 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 shall bind the Company.

B. The Manager is permitted to delegate and/or to contract, on behalf of the Company, all or part of its services to any Affiliate (subject to the provisions of Section 5.2.H) or, to the maximum extent permitted by law, any other Person.

5.2. **Authority for Specific Actions.** Subject to Section 5.6, the Manager is authorized to take the actions listed below in this Section 5.2 on behalf of the Company and Fund, and/or to cause the Company or Fund to do so (this Section 5.2 is intended as an amplification of, and does not in any manner limit, the authority granted to the Manager under this Agreement or the Act):

A. **General and Secured Borrowings.** To borrow money from sellers of assets or from banks or other lending institutions or the commercial paper market, and otherwise to procure extensions of credit for the Company, the Fund, any Parallel Investment Vehicles, a Co-investment Venture, or any of its or their Subsidiaries, including at the discretion of the Manager, to issue instruments evidencing indebtedness or other debt obligations and, if security is required therefore, to pledge, hypothecate, mortgage, assign, transfer and grant a security interest in the Investments, Capital Contributions of the Company or Fund to its Subsidiaries and other assets of the Company, the Fund and their Subsidiaries, and to cause the Company, the Fund or any Subsidiary to lend money to, or borrow money from, any other Entity Affiliated with the Company at market rates; to secure acquisition financing at the Fund and Permitted Investment level that may include financing obtained in connection with the acquisition of a portfolio, which Permitted

Investments may be cross-collateralized within such portfolio upon acquisition; to cause the Company, Fund or Subsidiary to incur indebtedness (including revolving indebtedness or pursuant to standby letters of credit) containing covenants requiring the borrowing entity to maintain at least a certain percentage of unlevered equity in the secured assets under such credit facility; and in connection with any of the foregoing to execute, seal, acknowledge and deliver promissory notes, guarantees, mortgages, security and other agreements, assignments and any other written documents, and to prepay in whole or in part, refinance, recast, increase, modify or extend any such debt affecting any of the assets of the Company, Fund, any Parallel Investment Vehicles, any Co-investment Venture, or any Subsidiaries of the foregoing and in connection therewith to execute any extensions or renewals of any such debt and/or any other loans.

B. Guarantees. Subject to Section 5.6.C, to guarantee liabilities to lenders and other parties on terms and conditions deemed by the Manager to be in the best interest of the Company or Fund in order to facilitate Permitted Investments or obtain interim financing on behalf of the Company or Fund.

C. Guarantees of Third Party Liabilities; Providing Financing. To guarantee liabilities of third parties or to provide financing as the Manager deems necessary in connection with making or disposing of Investments or operating or liquidating the Company or Fund.

D. Holding Assets. To hold assets of the Company, Fund and other Subsidiaries in the name of one or more trustees, nominees, other agents or, directly or indirectly, through one or more entities owned in whole or in part, directly or indirectly, by the Company, Fund, any Parallel Investment Vehicle, or any Subsidiary.

E. Insurance. To maintain such insurance as the Manager may deem appropriate to protect the assets and interests of the Company, Fund, Subsidiaries, and Company Indemnitees and to satisfy any contractual undertakings of the Company, Fund or any Subsidiary including maintaining directors' and officers' insurance, environmental loss insurance and insurance against loss resulting from terrorist acts. The Manager may acquire insurance for the Company via policies issued to the Manager and its Affiliates if doing so would result in substantially the same coverage at a cost equal to or less than coverage obtained solely for the Company or Fund.

F. Establish Reserves. To establish reasonable reserves for any Company or Fund purposes and to fund such reserves with any Company assets, borrowed funds, or Capital Contributions.

G. Service Providers. To enter into service-provider arrangements, both with third parties and with Affiliates of the Manager (subject to Section 5.2.H), with respect to administering the Company, Fund or any asset of the Company or any Subsidiary, including, without limitation, agreements that provide for incentive compensation and to employ and dismiss from employment any and all consultants, custodians, property managers, and service providers of and for the Investments and assets of the Company, Fund and Subsidiaries, including, without limitation, attorneys, accountants and other advisors.

H. Related Party Transactions. To enter into transactions with one or more Affiliates of the Manager or Affiliates of any Member to provide any type of service that could be performed by third parties for the Company, Fund or any Subsidiary; *provided, however*, that: (i) any fees payable to such service providers shall not exceed competitive market rates; or (ii) such transaction is approved by the Investor Advisory Committee; and *provided further*, if an Affiliate of the Manager breaches any contract with the Company, Fund or any of its Subsidiaries, the Manager shall enforce the Company's remedies under such contract against such Affiliate as reasonably directed by the Investor Advisory Committee. For the sake of clarity, it is acknowledged that Flats LLC, an Illinois limited liability company and an Affiliate of the Manager, and/or a subsidiary of Flats LLC, will provide property management services to each Investment.

I. Creation of Entities. To create one or more Entities to hold any assets of the Company, Fund or for any other Company purpose, and to hold any interest in such entities provided in all cases such entities provide the Members with the same level of limited liability protection as does the Company. The Manager may have management rights and financial interests in any such entities so long as such arrangements preserve in all material respects the overall economic relationship and rights of the Members.

J. Joint Ventures. To form, own, invest in and/or acquire shares or interests in one or more joint ventures (on behalf of the Company or Fund), subject to Section 2.12.

K. Securities. To acquire debt or equity instruments or interests in partnerships or other entities owning real properties or debt related thereto or rights with respect to either of the foregoing.

L. Borrowing from Affiliates. To borrow funds from the Manager or any Affiliate of the Manager at market rates, or such other rate as approved by the Investor Advisory Committee, and shall include such other standard market terms as determined by the Manager in its sole but reasonable discretion.

M. Parallel Investment Vehicles. To create Cedar Investor and, in the Manager's sole and absolute discretion, one or more limited partnerships, limited liability companies, or other investment entities whose manager (or general partner, managing member, or similar controlling Person, as the case may be) will be the Manager or an Affiliate thereof and whose limited partners (or non-managing members, beneficiaries, or similar investors, as the case may be) will be investors of a similar class (such as institutional investors) (the **"Parallel Investment Vehicles"**), and each of which will operate in parallel with the Company and invest proportionately as described in Section 7.4 below with the Company (directly or through a Co-investment Venture) on substantially the same terms and conditions as the Company per unit of investment, subject to applicable legal, tax or regulatory considerations. The conditions, concessions and economic terms (collectively, the **"PIV Terms"**) of each such Parallel Investment Vehicle may differ from those set forth in this Agreement, and such PIV Terms will be confidential to the investors in such Parallel Investment Vehicle except to the extent the Manager agrees in a Member's Side Letter. Except as may be expressly agreed to by the Manager in its sole and absolute discretion, no Member will have a right to any PIV Terms solely because they were offered to an investor in a Parallel Investment Vehicle, and there is no most favored nations clause across or among the Company and the other Parallel Investment Vehicles, and no investor in the

Company or any other Parallel Investment Vehicle will be entitled to any more favorable provision than is set forth in this Agreement or the applicable Parallel Investment Vehicle documents for such investor.

N. Alternative Investment Vehicles. To create, in the Manager's sole and absolute discretion, one or more alternative investment vehicles (the "**Alternative Investment Vehicles**") for the purpose of making through, holding by, or transferring to such Alternative Investment Vehicle a Permitted Investment if the Company, Fund or any Member encounters legal, tax, regulatory, or other similar impediments arising from the Company making or holding the Permitted Investment. In this situation, the Manager may elect to hold such Permitted Investment outside the Company or Fund in, or permit the Members to hold their interest in the Company through, an Alternative Investment Vehicle that would not encounter (or would appear to mitigate) such legal, tax, regulatory, or other similar impediments. Such an entity may include a blocker entity or an offshore vehicle and may be held by a nominee for the Company and shall have terms what will be substantially the same in all material respects as the Company's and provide for the limited liability of the Members. The Manager and its Affiliates may make a portion of any Manager Group Contribution to the Alternative Investment Vehicles described above so long as such arrangements preserve in all material respects the overall pre-tax economic relationship of the Members (taking into account the economics of the Company and any other Parallel Investment Vehicles and each such Alternative Investment Vehicle), as the Manager reasonably, but in its sole and absolute discretion, determines such economics should be adjusted arising out of any Member(s) not participating in a Permitted Investment made through, held by, or transferred to an Alternative Investment Vehicle. The specific costs of blocker structures for one or more investors may (but need not) be required by the Manager to be borne solely by such investors as determined by the Manager in the Manager's good faith discretion.

O. Side Letters. To, on its own behalf or on behalf of the Company (or any Parallel Investment Vehicle or Alternative Investment Vehicle), enter into side letters or other agreements ("**Side Letters**") with any Member without the Consent of any other Members that may have the effect of amending or modifying such Member's Subscription Agreement or this Agreement with respect to such Member. The conditions, concessions and economic terms contained in any Side Letter may differ from those set forth in this Agreement, and such Side Letter terms will be confidential to the investor receiving such Side Letter except to the extent the Manager agrees in another Member's Side Letter. Except as may be expressly agreed to by the Manager in its sole and absolute discretion, no Member will have a right to any terms contained in any Side Letter of another Member solely because they were offered to such other Member, and there is no most favored nations clause across the Company with respect to Side Letters, and no investor in the Company will be entitled to any more favorable provision than is set forth in this Agreement for such investor except as may be provided in a Side Letter.

P. Acquiring Investments. To make Investments or cause the Fund to make Investments consistent with the purposes of the Company, directly or through one or more Subsidiaries.

Q. Warehousing Investments. In order to facilitate investment by the Company or Fund, to, directly or through an Affiliate, purchase or acquire control of prospective Investments for the Company or Fund and transfer such prospective Investments to the Company

or Fund at the Manager's (or such Affiliate's) Adjusted Cost. "**Adjusted Cost**" means with respect to any Investment, the sum of the original cost to acquire and then to own and operate such Investment, including (without limitation) external borrowings and borrowing costs, equity and equity costs of the Manager and its Affiliates, and other allocable expenses and acquisition costs, offset by any cash received by the Manager or such Affiliate arising from such Investment while held outside the Company or Fund (including distributions received on account of such Investment). For purposes of determining Adjusted Cost, the warehousing costs of the Manager and its Affiliates that are not funded with external borrowings (i.e., "equity and equity costs" of the Manager and its Affiliates) shall bear a return equal to 10% per annum, compounded annually, or such other higher rate as is approved by the Investor Advisory Committee. The Manager may identify Investments that will be warehoused for acquisition by the Company or Fund, and the Manager will cause the Company or Fund to purchase or otherwise acquire control of any warehoused Investments acquired.

R. Selling Investments. To sell all or any part of any Investment, whether for cash or securities, on such terms as the Manager determines to be appropriate in its sole and absolute discretion.

S. Payments. To incur all expenditures permitted by this Agreement, and, to the extent that funds of the Company are available, pay all expenses, debts and obligations of the Company and its Subsidiaries.

T. Documents. To enter into, execute, amend, supplement, acknowledge, and deliver any and all contracts, agreements, or other instruments (including agreements to form, own, invest in, and/or acquire shares or interests in one or more joint ventures and partnerships) as the Manager determines to be appropriate in furtherance of the purposes of the Company or Fund, including entering into agreements to acquire or dispose of Investments and agreements to effect the offer and sale of Equity Interests, any of which may include such representations, warranties, covenants, indemnities, and guarantees as the Manager deems necessary or advisable.

U. Interim Investments. Pending investment in Permitted Investments, payment of expenses, or making cash Distributions to the Members, to make Interim Investments.

V. Substitute Members. To admit an assignee of all or any portion of a Member's Equity Interest to be a Substitute Member in the Company pursuant to and subject to the terms of Section 14.4.

W. Tax Elections. To make, or refrain from making, any election under U.S. federal, state and local tax laws or the tax laws of any applicable foreign jurisdiction.

X. Bank Accounts. To open, have, maintain and close bank, escrow and brokerage accounts, including the power to draw checks or other orders for the payment of monies.

Y. Litigation; Arbitration. To bring and defend actions and proceedings at law or in equity or before any governmental, administrative or other regulatory agency, body or commission or arbitral body in any jurisdiction, domestic or foreign.

Z. Other Actions. To take any other action permitted to be taken or reserved to a Manager under the Act.

5.3. **Guarantees by the Manager and its Affiliates.** The Manager, or its Affiliates, in the Manager's sole and absolute discretion, may (when appropriate) guarantee certain liabilities of third parties or the Company, Fund or Subsidiaries or provide interim financing as the Manager deems reasonably necessary in connection with making or disposing of Investments or operating or liquidating the Company. Nothing in this Section 5.3 obligates the Manager or its Affiliates to provide such guarantees. If the Manager or any of its Affiliates provides guarantees of any financing, then the Company, Fund or a Subsidiary, as applicable, shall pay to such guarantor (a "**Guarantor**") a guarantee fee pursuant to Section 6.3.A.

5.4. **Duties and Obligations of the Manager.**

A. The Manager will use commercially reasonable efforts to identify opportunities for Permitted Investments consistent with the purposes and objectives set forth in Section 2.4 and the Private Placement Memorandum for the Company.

B. The Manager shall take all action which may be necessary or appropriate for the continuation of the Company's valid existence and authority to do business as a limited liability company under Delaware law and of each other jurisdiction in which such authority to do business is necessary or, in the judgment of the Manager, advisable to protect the limited liability of the Members or to enable the Company to conduct the business in which it is engaged. The Manager shall not intentionally violate any law applicable to the Company.

C. It shall be the duty and responsibility of the Manager to manage and control the Investments, business, and affairs of the Company. The Manager shall devote such time to the Investments, business and affairs of the Company as it deems necessary, proper or desirable to supervise the Investments, business and affairs of the Company in an efficient manner. Except as otherwise explicitly provided herein, the Manager shall not be obligated as the Manager of the Company to provide services directly to any Permitted Investments (including, without limitation, services that the Manager or one of its Affiliates may be in the business of providing), and the Manager may employ an agent or agents for such purpose (which, subject to Section 5.2.H and the other provisions of this Agreement, may include Affiliates of the Manager).

5.5. **Tax Matters.**

A. The Manager shall act as the "**Partnership Representative**" for purposes of Sections 6221 through 6241 of the Code; *provided that* if the Treasury Regulations require an individual be named as a designated individual to act on behalf of an entity serving as the Partnership Representative, then an Affiliate of the Manager shall be such designated individual. Each Member hereby Consents to the Manager serving as the Partnership Representative and agrees that, upon request of the Manager, it will execute, acknowledge, deliver, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such Consent.

B. The Partnership Representative will be authorized to represent the Company (as an Operational Expense) in connection with all examinations of the Company's affairs by tax

authorities, including resulting administrative and judicial proceedings, and to (a) sign consents, enter into settlement and other agreements with such authorities with respect to any such examinations or proceedings and (b) expend the Company's funds for professional services incurred in connection therewith. The taking of any action and the incurring of any expense by the Manager in its capacity as the Partnership Representative, except to the extent as may otherwise be required by law, is a matter in the sole discretion of the Partnership Representative, and for the sake of clarity, the provisions on protection and indemnification of the Manager set forth in Section 15.3 below will be fully applicable to the Manager when acting in its capacity as the Partnership Representative.

C. The Manager may, in its discretion, cause the Company, in connection with any audit or proposed adjustment by the Internal Revenue Service, to make a valid election pursuant to Section 6226 of the Code and to comply with any requirements necessary to the continued validity of such election and accordingly to require each Person who was a Member during the taxable year of Company that was audited (a "**Review Year**") to personally bear any tax, interest and penalty resulting from adjustments based on such audit, and shall notify each such Person (and the Internal Revenue Service) of its share of such audit adjustments. Each Member agrees to the foregoing, even if such Person is no longer a Member (unless a Substitute Member has agreed to bear such liability in an appropriate document evidencing a Transfer under Section 14 hereof).

D. In the event that the Company is unable (or otherwise fails) to make an election pursuant to Section 6226 of the Code and the Company is subject to an entity-level tax (including any interest, addition to tax, or penalties related thereto, an "**Entity Tax**") as a result of adjustments to items of income, gain, deduction, loss or credit of the Company for any Review Year, then (a) each Member agrees that each Person who was a Member during the taxable year of the Company that was audited, even if such Person is no longer a Member (unless a Substitute Member has agreed to bear such liability in an appropriate document evidencing a Transfer under Section 14 hereof), shall pay to the Company an amount equal to such Person's proportionate share of such liability, as determined by the Partnership Representative, based on the amount each such Person should have borne (computed at the tax rate used to compute the Company's liability, as may be adjusted pursuant to clause (b) below) had the Company's tax return for such taxable year reflected the audit adjustment, and the expense for the Company's payment of such Entity Tax shall be specially allocated to such Persons (or their successors) in such proportions and (b) the Partnership Representative will use commercially reasonable efforts to (i) if a Member was a tax-exempt entity during such Review Year, reduce the amount of such Entity Tax liability owed by the Company on account of the tax-exempt status of such Member as provided in Section 6225(c)(3) of the Code, (ii) if a Member was a C corporation or an individual (as such terms are used in Section 6225(c)(4) of the Code) during such Review Year, reduce the amount of such Entity Tax liability owed by the Company on account of such status as provided in Section 6225(c)(4) of the Code, and (iii) reduce, to the extent possible, the Entity Tax liability based on any other provisions of the Code or Treasury Regulations thereunder that may be applicable in such circumstance.

E. The Manager is specifically directed and authorized to take whatever steps the Manager in its discretion deems necessary or desirable to perfect its designation as the Partnership Representative, including, without limitation, filing any forms or documents with the

Internal Revenue Service and taking such other action as the Manager in its discretion determines may from time to time be required or advisable under Treasury Regulations. Each Member hereby Consents to the Partnership Representative extending the statute of limitations with respect to such Member regarding Company tax items (without the further Consent of such Member being required) and settling any dispute with a taxing authority for the Company.

F. Notwithstanding the foregoing, the Manager, in its capacity as the manager of the Company, has the sole and absolute authority to make any other elections on behalf of the Company permitted to be made pursuant to Section 754 or any other section of the Code or the Treasury Regulations promulgated thereunder.

5.6. **Limitations on the Manager; Investment Restrictions.**

A. General Limitations on the Manager. The Manager shall not, and shall not permit any of its Affiliates to:

- (1) do any act in contravention of any applicable law or regulation or any provision of this Agreement;
- (2) possess Company property for other than a Company purpose;
- (3) admit any Person as a “manager” or “managing member” of the Company except as permitted under Section 14.1 and the Act; and
- (4) admit any Person as a Member except as permitted under Sections 4.3 and 14.4 of this Agreement and the Act.

B. Investment Restrictions.

(1) Unless otherwise approved by the Investor Advisory Committee, for purposes of this Agreement, the terms “Permitted Investment,” “Target Assets,” and “Target Market,” have the meanings set forth below:

(a) **“Permitted Investment”** means any direct or indirect investment by the Fund (or its Subsidiaries) in the Target Assets located in the Target Market.

(b) **“Target Assets”** means (a) institutional-scale, multi-family real estate assets, (b) land sites for the purpose of developing multi-family assets, and (c) up to 25% of Fund’s assets in management positions of companies holding stabilized multi-family real estate assets.

(c) **“Target Market”** means top urban core markets in Washington, Oregon, California, Nevada, Texas, Georgia, North Carolina, Florida, Illinois, and Minnesota.

(2) For purposes of clarification, the Manager may cause the Company and Fund to invest, directly or indirectly, in any asset that qualifies as a Permitted

Investment without the Consent of the Investor Advisory Committee or any Member. The Consent of the Investor Advisory Committee will only be required in connection with investments that do not qualify as Permitted Investments.

C. Leverage and Guarantee Restrictions.

(1) Notwithstanding any implication to the contrary in this Section 5.6.C, the Manager may cause the Company to provide customary guarantees of liabilities to lenders providing financing indebtedness to the Company or to any Subsidiary, including (a) recourse guarantees, (b) completion guarantees, (c) non-recourse carve-out guarantees, (d) carried interest guarantees, and (e) guarantees or indemnities with respect to environmental liabilities.

(2) Except as otherwise provided in this Agreement with respect to guarantees by the Manager or its Affiliates (as applicable), all debt financings of the Company and each Subsidiary shall be non-recourse to the Members, including the Manager and its Affiliates, unless otherwise agreed to by such parties. The Manager may cause the Company to guarantee liabilities to lenders providing financing indebtedness to the Company or to any Subsidiary only if such debt recourse guarantee: (a) is a non-recourse carve-out guarantee, (b) is a guarantee with respect to environmental liabilities, (c) is a guarantee of completion of construction or development, (d) is a guarantee of a construction loan that expires (i) following completion of the construction or development, (ii) within a reasonable time period after operational stabilization, as determined pursuant to the applicable loan agreement, or (iii) upon the replacement of such construction loan with or conversion of such construction loan to so called “permanent” or “mini-perm” financing.

D. For purposes of this Agreement, “**Investment Period**” means the period commencing upon the Initial Closing Date and ending approximately twenty-four (24) months after the Offering Termination Date, subject to an additional six month extension, as approved by the Investor Advisory Committee; *provided that* the Investment Period may be terminated earlier by the Manager in its sole and absolute discretion.

5.7. **ERISA Matters.** Notwithstanding anything contained herein to the contrary, the Manager shall use reasonable efforts as a Company Expense to cause the Company to be managed so that the assets of the Company will not be “plan assets” subject to regulation under ERISA, either by (A) operating in a manner to qualify as a “venture capital operating company” or a “real estate operating company” as those terms are defined for purposes of ERISA or (B) not permitting Benefit Plan Investors to have “significant” equity participation, as defined in the Plan Asset Regulations (i.e., the “under 25%” test). The Manager shall have the right to take whatever action it deems necessary in its sole and absolute discretion to avoid having the assets of the Company being treated as “plan assets” under ERISA, including (x) seeking to qualify the Company under another exception under the Plan Asset Regulations, (y) delaying any Closing if, because of the proportion of anticipated investors at such Closing who are Benefit Plan Investors the Manager determines in good faith, upon advice of counsel, that a delay is necessary for the Company to take action to avoid its assets being treated as “plan assets” under the Plan Asset Regulations, or (z) requiring immediate withdrawal or partial withdrawal of one or more Members in accordance with

Section 4.6. If the Manager requires the withdrawal or partial withdrawal of one or more ERISA Members until such participation is no longer deemed “significant,” the Manager will require withdrawal to be pro rata across all ERISA Members (until such participation is no longer deemed “significant”), unless such failure to comply with the “under 25%” test is a result of an action or omission (including any misrepresentation) of a Member (other than the mere act of becoming a Member), in which case such Member will be required to withdraw first. If the Company has any Benefit Plan Investors as Members, upon the request of a Majority in Interest of Benefit Plan Investors that are Members, the Manager will obtain an Opinion of Counsel at the later to occur of (1) the date when the Company acquires its initial Investment, or (2) the admission of the Company’s first Benefit Plan Investor as a Member, that the assets of the Company will not be deemed plan assets under the Plan Asset Regulations. The expense of any opinion beyond that provided above, if required, shall be paid by the Member(s) who require it. If such an opinion is issued at the request of a Member, the Manager shall obtain an annual Opinion of Counsel regarding the continued applicability of an exemption under the Plan Asset Regulations, if so requested, at such Member(s)’ expense.

5.8. **Third Party Reliance.** Third parties dealing with the Company are entitled to rely conclusively upon the authority of the Manager as set forth in this Agreement and may rely conclusively upon any certificate of the Manager to the effect that it is acting on behalf of the Company. The signature of the Manager shall be sufficient to bind the Company in every manner to any agreement or on any document, including, but not limited to, documents drawn or agreements made in connection with the acquisition or Disposition of any Investments or other properties in furtherance of the purposes of the Company. It is understood and agreed that any officer of the Manager may act for and in the name of the Manager under this Agreement. In dealing with the Manager or any such officer acting for or on behalf of the Company, no Person shall be required to inquire into, and Persons dealing with the Company are entitled to rely conclusively on, the right, power and authority of the Manager to bind the Company. Without limiting the generality of the foregoing, third parties need not confirm that the Manager obtained any necessary approvals from the Investor Advisory Committee or any Members. The Manager may certify at any time during the Term as to the existence and actual text of this Section 5.8 if it deems reasonably necessary.

5.9. **Partnership Classification.** The Manager shall use its reasonable best efforts to cause each of the Company, Fund and any Co-investment Venture to be treated for federal income tax purposes as a partnership and not as an association or publicly traded partnership (and shall cause each of the Company and any Co-investment Venture not to elect to be treated other than as a partnership for federal income tax purposes). Notwithstanding the foregoing, the Manager may cause any Subsidiary to be taxable as a corporation or to qualify as a disregarded entity or partnership for federal income tax purposes, in the sole and absolute discretion of the Manager.

5.10. **Determination of Fair Value.** The Manager will annually (commencing on or before the end of the first Fiscal Year in which the Initial Closing Date occurs) establish of the aggregate fair market values of the Company’s Investments and net assets of the Company as of the end of each Fiscal Year (incorporating appraisals for appraised Permitted Investments, and the Manager’s good faith internal valuation for all other Investments, performed using a fair value methodology permitted under GAAP in accordance with the Company’s valuation policy) (such value, except as otherwise provided in this Agreement, shall be the “**Fair Value**”). Appraisals are

not required (annually or otherwise), unless otherwise determined by the Manager in its sole and absolute discretion. Any appraisals obtained will be an Operational Expense of the Company unless the Manager agrees to obtain such appraisal at the request of a Member, in which case the cost of such appraisal must be borne by such requesting Member. All valuations that have been determined in accordance with the terms of this Section 5.10 shall be final and conclusive on the Company and all Members, their successors, and assigns.

5.11. Other Businesses of the Manager and its Affiliates.

A. The Manager shall, and shall cause its Affiliates to, devote to the Company, the Fund and to Investments so much of their business time and efforts as shall be reasonably necessary to conduct the Company's business and affairs in accordance with the terms of this Agreement.

B. In the event that the Manager or any of its Affiliates forms, manages, sponsors, and/or operates one or more investment vehicles with an investment objective that is substantially the same as that of the Fund (which may be done without the Consent of any Member, the Investor Advisory Committee or Investment Committee) (a "**Competitive Fund**"), then the Manager will use commercially reasonable efforts to ensure the Fund acquires suitable Investments by adhering to the Manager's and its Affiliate's investment allocation policy in accordance with Section 12.3.

C. Except for the transactions and other arrangements contemplated by this Agreement, none of the Manager nor any of its Affiliates may (i) engage in any transaction with the Company or (ii) seek to acquire for the Company interests in potential Investments that the Manager or any of its Affiliates manage, control, or in which any of them holds an ownership interest unless, in each case, (x) the Investor Advisory Committee has approved such transaction or acquisition, or (y) the terms of such transaction or acquisition are at competitive market rates; *provided that* nothing contained herein shall restrict the Company's ability to co-invest with any other third party or any predecessor fund or subsequent collective investment vehicle permitted to be organized by the Manager or its Affiliates or other co-investment activities permitted under this Agreement, or restrict direct or indirect passive investments by family members of any member, officer, director, or employee of the Manager or any of its Affiliates or trusts or other entities established by any of the foregoing for estate planning or charitable purposes in Permitted Investments.

D. Each Member acknowledges and agrees that the Manager, the Investor Advisory Committee, Investment Committee and their respective members, managers, directors, officers, partners, employees, agents, and Affiliates may exercise investment responsibility, or otherwise engage, directly or indirectly, in any other business, irrespective of whether any such business is similar to, or identical with, the business of the Company, which may include purchasing, selling, holding, or otherwise dealing with investments that are of a character which, if presented to the Fund, could be acquired by the Fund for investment. Neither the Company, nor any Member, solely by reason of being a Member in the Company, will have any right to participate in any manner in any profits or income earned or derived by or accruing to the Manager, the Investor Advisory Committee, or their respective members, managers, directors, officers, partners, employees, agents, and Affiliates from the conduct of any business or any investment

activity other than the business of the Company or from any transaction or other investment effected by any such Person on behalf of any Person other than that of the Company. This Section 5.11.D is subject to all other provisions of this Agreement.

E. None of the Manager nor any of its Affiliates shall be obligated to disclose or refer to the Company any particular investment opportunity.

6. **Expenses and Fees.**

6.1. **Transaction Fees.** Except as otherwise provided, none of the Manager or any of its Affiliates will receive any transaction fees such as acquisition, disposition, financing, or other similar fees in connection with the operation of the Company, Fund or its Subsidiaries.

6.2. **Asset Management Fees.**

A. As consideration for real estate investment advisory, administrative, and related services, the Management Company will be paid annual asset management fees (the “**Asset Management Fees**”) by the Fund or the Company on behalf of the Members equal to two percent (2.0%) per annum. Asset Management Fees will be made quarterly in arrears through the termination of the Company as follows:

(1) Until the 4th anniversary of the Effective Date, each quarterly installment of the Asset Management Fees will equal one-fourth (1/4) of 2.0% (i.e., 0.5%) of the total amount of capital contributed to the Fund, net of Selling Commissions and Expenses and any capital returned to the Fund members in connection with the Disposition of an Investment (and not reinvested) as of the end of each preceding quarter. The refinancing of an Investment, which results in a return of capital to the Fund members, will not have an effect on the calculation of Asset Management Fees under this Section 6.2.A(1).

(2) After the 4th anniversary of the Effective Date, each quarterly installment of the Asset Management Fees will equal one-fourth (1/4) of 2.0% (i.e., 0.5%) of the aggregate net asset value of the Fund (determined annually by the Manager in good faith), as of the end of each preceding quarter. In the event that any of the Fund’s Investments are held in joint ventures or other co-investment arrangements, the Asset Management Fee will only take into account the value of the portion of the Investments owned by the Fund.

(3) The Manager reserves the right to reduce (by side letter or otherwise), but shall not increase, the amount of the Asset Management Fee payable by certain Members.

(4) The Asset Management Fee shall be pro-rated for any period less than one-fourth (1/4) of a year based on the number of days during such period.

B. For the sake of clarity, the Company will not pay any Asset Management Fees with respect to any Capital Contributions attributable to the Manager (in its capacity as a

Member) or any Affiliated Member, and the Capital Account of the Manager (in its capacity as a Member) and each Affiliated Member will not be charged with any such Asset Management Fees.

C. Any portion of reimbursable Asset Management Fees, Selling Commissions and Expenses, Organization and Offering Expenses, Operational Expenses, or Company Expenses that is not paid for any reason will accrue interest at a rate of 7%, compounded annually (or such other higher rate as is approved by the Investor Advisory Committee) from the date such amount was due.

6.3. Additional Fees Payable to Affiliates of the Manager.

A. Guarantee Fee. As consideration for providing a guarantee, the Fund (or Company or other applicable Subsidiary) will pay to the Guarantor(s) a one-time, up-front guarantee fee of 1% of the guaranteed amount. If there is more than one Guarantor, then the guarantee fee shall be apportioned pro rata among the Guarantors.

B. Project Fees. Subject to Section 5.2.H, in lieu of retaining unaffiliated third parties to provide services in connection with the Investments of the Fund, the Manager or its affiliates may receive project fees from each property owning subsidiary, which may include (i) a construction management fee (up to and but not greater than one percent (1%) of the construction budget), (ii) a development fee (up to but not greater than three percent (3%) of the total development budget) and (iii) a design fee (up to but not greater than one percent (1%) of the total development budget), commencing with the closing of the acquisition of the respective property to be acquired or developed (the “**Project Fees**”). The Manager reserves the right to retain, in its sole but reasonable discretion, the Manager or its Affiliates to provide such services, for which such Persons will receive compensation. For the sake of clarity, any such fees payable the Manager or its Affiliates will be in addition to, and not part of, any fees described in this Section 6 or the Manager’s Carried Interest.

C. Selling Commissions and Expenses. Offers and sales of Interests will be made on a “best efforts maximum” basis by the Managing Broker-Dealer and other participating broker-dealers (collectively, the “**Selling Group Members**”) who are members of the Financial Industry Regulatory Authority, Inc. (“**FINRA**”). The Managing Broker-Dealer or other Selling Group Members will receive selling commissions (the “**Selling Commissions**”) in an amount up to 6.0% of the purchase price of the Interests sold by the Selling Group Members (combined with all other sales of Interests, the “**Total Sales**”). The Managing Broker-Dealer or other Selling Group Members may receive the following fees for sales of Interests attributable to the Managing Broker-Dealer or such other Selling Group Member, respectively: (i) dealer manager fees in an amount up to 1.0% of the gross proceeds from the Interests sold, a portion of which may be reallocated to Selling Group Members or Affiliates of the Managing Broker-Dealer in connection with the sale of Interests (the “**Managing Dealer Fee**”); (ii) a non-accountable marketing and diligence allowance fee equal to 1.0% of the offering proceeds, which may be re-allowed to other Selling Group Members or to Affiliates of the Managing Broker-Dealer (the “**Marketing Reallocation Fee**”); and (iii) wholesaling fees in an amount up to 2.0% of the gross proceeds from the Interests sold (the “**Wholesaling Fee**” and, collectively the “**Dealer Manager Fees**”). Dealer Manager Fees will be in addition to the Selling Commissions. The Selling Commissions and a portion of the Dealer Manager Fees may be reduced or waived by the Selling Group Member, including in

connection with certain categories of sales, such as sales made through registered investment advisers. In addition, no Selling Commissions or Dealer Manager Fees will be paid in connection with Interests sold to the Manager or its Affiliates. Rather, such purchasers will be able to acquire Interests net of any such fees at a lower price than Members who pay full Selling Commissions and Dealer Manager Fees. The net proceeds to the Company will not be affected by the elimination or reduction of the Selling Commissions and Dealer Manager Fees payable in connection with any such sales. Sales of Interests to the Manager or its Affiliates will be made at a discount in an amount corresponding to the commission being reduced or waived taking into account that such Affiliates will not pay Selling Commissions and Dealer Manager Fees. Finally, the Company, in the sole discretion of the Manager, may discount the total purchase price of the Interests paid by certain registered investment advisers (RIAs) or their clients engaged with the Company. For the avoidance of doubt, such RIAs and their clients may pay the Dealer Manager Fees and Selling Commissions described above, but the total percentage discounted from the purchase price plus the percentage of any fees or commissions paid on the transaction shall not exceed a total of 10% of the non-discounted purchase price for the same Percentage Interests. The total aggregate amount of Selling Commissions, Dealer Manager Fees, and any other allowances, expense reimbursements and placement fees (the “**Selling Commissions and Expenses**”) shall be paid by the Company to the Managing Broker-Dealer or other Selling Group Members; *provided that* Selling Commissions and Expenses will not exceed 10% of the Total Sales.

6.4. **Expenses and Reimbursements.**

A. Organization and Offering Expenses. The Company will reimburse the Manager for Organization and Offering Expenses attributable to the Company incurred by the Manager or its Affiliates; *provided, however*, the aggregate reimbursement amount of Organization and Offering Expenses attributable to the Company may not exceed two percent (2%) of the aggregate Capital Contributions of the Company.

B. Expenses Associated with Investments, the Fund or Subsidiaries. Any costs and expenses related to a specific Permitted Investment of the Company or Fund (or a Parallel Investment Vehicle, Alternative Investment Vehicle, or any of their respective Subsidiaries) shall be charged to the applicable Investment (or allocated across Investments, if such Subsidiary holds more than one Investment) and paid directly by the Company, Fund or the Parallel Investment Vehicle, Alternative Investment Vehicle, or Subsidiary, as applicable. Any expenses related to the formation or operation of a specific Subsidiary shall be charged to the applicable Subsidiary and paid directly by that Subsidiary.

C. Operational Expenses. Operational Expenses shall be borne by the Company or Fund (or the applicable Parallel Investment Vehicle, Alternative Investment Vehicle, or Subsidiary). The Company or Fund (or the applicable Parallel Investment Vehicle, Alternative Investment Vehicle, or Subsidiary) shall pay Operational Expenses directly or shall reimburse the Manager (or other applicable Affiliate) for the payment thereof as the case may be. Operational Expenses shall be paid either from Current Income, from Interim Event Proceeds, from Disposition Proceeds, from Short Term Investment Income, or from Capital Contributions made by the Members. The Manager may cause the Company and Fund to borrow funds as contemplated by Sections 5.2.A and 5.2.L to pay Operational Expenses if it does not have available funds, in which

case the borrowings shall be repaid from Current Income, from Interim Event Proceeds, Disposition Proceeds, Short Term Investment Income, or Capital Contributions.

D. Expenses Not Subject to Reimbursement. The Manager and its Affiliates are liable for and shall pay the following expenses: (i) the compensation and benefits of the employees of the Manager and payroll taxes relating thereto; and (ii) the rent and general office overhead of the Manager, including clerical, office supplies, office equipment expenses and other like expenses.

E. Members' Expenses. Each Member, other than the Manager and Affiliated Members, shall be solely responsible for its own expenses and out-of-pocket costs incurred in connection with the organization of, its admission to, and the maintenance of its Equity Interest in, the Company.

7. Operation of Parallel Investment Vehicles; Co-investment Venture(s).

7.1. Parallel Investment Vehicles.

A. General. Each Member hereby acknowledges and agrees that, in order to facilitate investment by certain investors, the Manager may form Parallel Investment Vehicles. The Term of the Company and each Parallel Investment Vehicle will end simultaneously. Any amendment made to this Agreement pursuant to Section 18 hereof shall be made to each other Parallel Investment Vehicle Agreement to the extent applicable and/or permitted by the relevant Parallel Investment Vehicle Agreement and Side Letters.

B. Operation in Parallel. Each Parallel Investment Vehicle shall invest on substantially the same terms and conditions as the Company's investment in an Investment, subject to any tax, regulatory, accounting, legal, or other similar considerations that may limit the amount, type, or timing of investment by the Company or such Parallel Investment Vehicle. To the extent reasonably practical, each Parallel Investment Vehicle shall dispose of its interest in any Investment that was acquired in any investment made alongside the Company at substantially the same time, on substantially the same terms, and in the same relative proportions (based upon the aggregate amount invested by each of the Company and the Parallel Investment Vehicle) as the Company disposes of its interest in such Investment that was acquired by the Company in the transaction that gave rise to the Investment.

C. Withdrawal and Readmission. Notwithstanding anything to the contrary in this Agreement, the Manager may, in its good faith discretion (and without the act of any other Member), (i) enter into any agreement that permits an existing Member to withdraw from the Company and instead participate as a limited partner or member of a Parallel Investment Vehicle or (ii) if the Manager reasonably determines that a Member's status as a Member creates a Company Regulatory Risk, require such Member to withdraw from the Company and instead participate as a limited partner or member of a Parallel Investment Vehicle, in each case with a capital contribution equal to such Person's Capital Contribution prior to such withdrawal, and, in connection therewith, take any other necessary action to treat such Member as if such Member were a limited partner or member of a Parallel Investment Vehicle from the date when such Member was admitted to the Company. Notwithstanding anything to the contrary in this

Agreement, the Manager may, in its good faith discretion (and without the act of any other Member), require or enter into any agreement that permits, as applicable, a Person withdrawing from a Parallel Investment Vehicle pursuant to a provision similar to this Section 7.1.C in a Parallel Investment Vehicle Agreement to be admitted to the Company as a Member with a Capital Contribution equal to such Person's capital contribution to such Parallel Investment Vehicle prior to such withdrawal and, in connection therewith, take any other necessary action to treat such Person as if such Person were a Member of the Company from the date when such Person was admitted to the Parallel Investment Vehicle. In the event of a Member's withdrawal from the Company and subsequent admission to a Parallel Investment Vehicle, or in the event of a Person's withdrawal from a Parallel Investment Vehicle and subsequent admission to the Company as a Member, the Manager, concurrent with such admission and withdrawal, will cause the Company to purchase from or sell to the Parallel Investment Vehicle, as applicable, a portion of each Investment or a Co-investment Venture at cost (as may be equitably adjusted by the Manager to account for Distributions related to such Investments), to the extent necessary for such Parallel Investment Vehicle and the Company to each own the portion of each Investment as contemplated by this Section 7.1.C. In connection with this Section 7.1.C, the Manager may take any other necessary, appropriate or advisable action to consummate the foregoing.

7.2. Investments by Parallel Investment Vehicles through Co-investment Venture(s). The Company may make some or all of its Investments through one or more joint ventures among the Company, the Fund and/or one or more other Parallel Investment Vehicles, which such joint venture(s) will be a partnership or limited liability company (or other pass-through method of investing) (each, a "**Co-investment Venture**"), which will be governed by a written agreement (a "**Co-investment Venture Agreement**"). Each Co-investment Venture Agreement will provide that distributions from the Co-investment Venture will be made among the Company and the other Parallel Investment Vehicles in accordance with the relative capital contributions made by each of them to the Co-investment Venture.

7.3. Cost Allocation. The Manager will allocate Asset Management Fees, Selling Commissions and Expenses, Operational Expenses and Organization and Offering Expenses among the Company and the other Parallel Investment Vehicles in proportion to the respective aggregate Capital Contributions of each of the Company and the other Parallel Investment Vehicles; *provided*, that any such Operational Expenses or Organization and Offering Expenses that the Manager determines are more specific to one or more of the Company or other Parallel Investment Vehicles (including expenses associated with Company or Parallel Investment Vehicle level taxes or brokerage commissions) may be allocated to the Company and/or such Parallel Investment Vehicle, as the case may be, on a basis the Manager determines is fair and reasonable.

7.4. Single Company Assumption. The Company and all Parallel Investment Vehicles will be treated as a single entity (using the assumption that all Members and all members and partners of all Parallel Investment Vehicles were partners or members in a single Entity and that the following provisions of this Agreement and corresponding provisions of Parallel Investment Vehicle Agreements are applied on a combined basis to such single Entity) (the "**Single Company Assumption**");

- A. Sections 4.3 and 4.4 with respect to the admission of Members;

- B. the default provisions of Section 4.5;
- C. the provisions of Section 5.6.B regarding investment restrictions to the extent applicable;
- D. the provisions of Section 6.4.B regarding expenses associated with Investments or Subsidiaries;
- E. the provisions of Section 6.4.C regarding Operational Expenses;
- F. the indemnification and exculpation provisions of Section 15; and
- G. the voting of the Members (except with respect to matters that solely apply internally to the Company or another Parallel Investment Vehicle), including any vote that results in the termination of the Investment Period, any amendment to a provision common across this Agreement and Parallel Investment Vehicle Agreements, the removal of the Manager, or the dissolution or liquidation of the Company or a Parallel Investment Vehicle, with all Parallel Investment Vehicles (including the Company) being required to liquidate or dissolve simultaneously.

8. **Consent, Voting, and Meetings.**

8.1. **Method of Giving Consent.**

A. Any vote or approval required by this Agreement (“**Consent**”) may be given as follows:

(1) by a written consent given by the approving Member or board or committee member at or prior to effecting any act for which the Consent is solicited; *provided that* such Consent has not been nullified by notice to the Manager by the approving Member or board or committee member at or prior to effecting the act or taking action in furtherance thereof; or

(2) by the affirmative vote by the approving Member or board or committee member to the doing of the act or thing for which the Consent is solicited at any meeting called and held to consider the doing of such act or thing.

B. References in this Agreement to the percentage of Equity Interests voting in favor or against any particular proposal means:

(1) In the case of a vote solely with respect to the Company, the percentage determined by dividing aggregate Capital Contributions of the Members eligible to vote and voting for or against such proposal by the aggregate Capital Contributions of all Members eligible to vote (as such percentage may be from time to time adjusted) and

(2) In the case of a vote pursuant to the Single Company Assumption, the percentage determined by dividing aggregate Capital Contributions of the Members

(and members and partners of Parallel Investment Vehicles) eligible to vote and voting for or against such proposal by the aggregate Capital Contributions of all Members (and members and partners) eligible to vote (as such percentage may be from time to time adjusted).

C. With respect to all matters submitted by the Manager to a vote, consent, or approval of the Members, the Manager shall, within a reasonable time, deliver to Members in writing confirmation of the outcome of the vote, consent, or approval and the percentage by Capital Contributions of the Members voting in favor of or in opposition to the proposed matter.

D. Notwithstanding anything implied to the contrary, no Member has the right to vote on matters relating to the governance or operation of a Co-investment Venture except to the extent the Manager, in its sole and absolute discretion, determines or as to items to which the Single Company Assumption specifically applies.

8.2. **Meetings.** The Manager may determine, in its sole and absolute discretion, to cause the Company to conduct a meeting of the Members to discuss the business of the Company (a “**Meeting**”). If the Company conducts a Meeting, the Manager will give the Members at least thirty (30) days advance written notice of the time and place of the Meeting, unless the Manager, in its sole but reasonable discretion, determines that circumstances exist requiring a Meeting in a shorter period of time, in which case the Manager will provide as much notice as is reasonably practicable under the circumstances. At each Meeting, the Members will meet with the Manager and have an opportunity to discuss the business of the Company and such other matters as the Manager or the requesting Members desire to place on the agenda (Member agenda requests must first be approved for the agenda by the Manager, such approval not to be unreasonably withheld). The Company’s potential Investments will not be submitted for discussion at a Meeting and none of the non-Managers may play any role in the Company’s governance or participate in the control of the business of the Company. Each Meeting may be held in person, by telephone conference, by e-mail, webcast, or other electronic means, and voting at any Meeting, a meeting of the Investor Advisory Committee, or any other vote of the Members, may be held by such means or by written Consent of the Members (which may be given via e-mail).

8.3. **Record Dates.** The Manager may set in advance a date for determining the Members entitled to notice of and to vote at any Meeting. All record dates may be no more than sixty (60) days prior to the date of the Meeting to which such record date relates, nor may such record date, in the case of a written Consent, be more than ninety (90) days prior to the date of the act or Meeting for which Consents are being solicited.

8.4. **Submissions to Members.** The Manager shall give all of the Members notice of any proposal or other matter required by any provision of this Agreement or by the Act to be submitted for the consideration and approval of the Members. Such notice shall include any information required by the relevant provisions of this Agreement or by the Act.

9. **Distributions.**

9.1. **Distributions Generally.** All Distributable Cash Flow remaining after the payment of any and all Company Expenses and in excess of reserves for expenses, indebtedness

and liabilities, of the Company and its Subsidiaries and the Company's future capital requirements for the operation, maintenance, preservation, and/or enhancement of the Company's then existing Investments, as determined in good faith by the Manager, will generally be distributed to the Members on a quarterly basis beginning after Target Assets are developed and stabilized in accordance with the provisions of Section 9.2 below. Notwithstanding anything to the contrary contained in this Agreement, the Company, and the Manager on behalf of the Company, will not be required to make a Distribution to any Member on account of its Equity Interest in the Company if such Distribution would violate the Act, any anti-money laundering or anti-terrorist financing laws, rules, regulations, directives, special measures, or other applicable law.

9.2. **Distribution Priorities.** Subject to the provisions of Sections 9.1, 9.5 and 9.6, any Distributions shall be made in the following order and priority. Distributable Cash Flow will initially be apportioned among the Members (including the Manager as well as any Affiliated Members) *pro rata* in accordance with their Percentage Interests. The amount apportioned to the Manager and Affiliated Members will be distributed to such Members in accordance with their respective Percentage Interests. The amount apportioned to each non-Affiliated Member will be reduced by the amount of any Asset Management Fees (if applicable) included in the determination of the Distributions attributable to such non-Affiliated Member and the balance will be distributed, after first distributing any Tax Distributions then due in the following order of priority:

A. Distributions of Distributable Cash Flow. *Pari Passu* to the Members in proportion to their respective portions of the aggregate Capital Contributions.

B. Distributions of Negotiated Promote. (A) 80% to the Manager and (B) 20% to the Members, *pro rata* in accordance with their respective portion of the aggregate Capital Contributions.

9.3. **Distributions on Account of Capital Contributions.** The Members agree that the Distributable Cash Flow apportioned to the Manager and Affiliated Members and distributed to them pursuant to the opening paragraph of Section 9.2: (i) are attributable to their Capital Contributions made to the Company and are not (to any extent) attributable to services provided by the Manager or its Affiliates and (ii) constitute reasonable returns with respect to their Capital Contributions because they are identical per dollar of Capital Contributions with the returns apportioned to each non-Manager who provides no services with respect to such non-Manager's Capital Contributions. The only Distributions of Negotiated Promote attributable to services provided by the Manager and its Affiliates are Distributions of Carried Interest.

9.4. **Distributions of Negotiated Promote.** The Negotiated Promote allocated to the Company shall be distributed in accordance with Section 9.2 (including advances of Negotiated Promote as tax distributions), but, however, will be subject to the same giveback or similar obligations as described herein. For the avoidance of doubt, the Manager may offer a Negotiated Promote in its sole discretion and without the involvement of the Investor Advisory Committee, Investment Committee, or any Member. Members have no expectation in any right to receive payment of a Negotiated Promote.

9.5. **Tax Distributions.** To the extent that the distribution priorities described above do not provide cumulative Distributions to the Members (including the Manager (and including

with respect to its Carried Interest) as of the end of any calendar quarter in an amount at least equal to the federal and state taxes that would (based on the assumptions below) be deemed to be payable by such Member on the cumulative taxable income of the Company allocated to such Member with respect to its Interest in the Company (and with respect to the Manager, its Interest and Carried Interest) as of the end of such quarter (determined by assuming that such Member is subject to the maximum combined effective federal and state income tax rate applicable to an individual resident in Illinois without taking into account the character of income allocated to such Member (and with respect to the Manager, on account of the Carried Interest and any portion of amounts allocated to the Manager that are treated as ordinary income by reason of services provided to the Company by the Manager or its Affiliates), the assumption that state taxes are non-deductible for federal income tax purposes, and applicable loss limitations contained in IRC Section 470 (if any) restricting the ability to deduct Company losses or deductions allocated to the Manager) (the “**Tax Liability**”), then, to the extent of available cash, as determined by the Manager in its sole and absolute discretion, the Manager will elect to cause a Distribution to be made to the applicable Members for such quarter equal to its respective Tax Liability (the “**Tax Distribution**”). Tax Distributions will be treated as advance Distributions by the Company (or payments by the Company of the Carried Interest) and will reduce future distributions or payments thereof.

9.6. **Distributions in Liquidation of a Member’s Interest in the Company.** If the Company (or a Member’s interest therein) is “liquidated” within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g), then any Distributions will be made to the Members in accordance with their respective positive Capital Account balances (determined after making all tax allocations for all periods) and after allocating income and loss under Section 10.3 as necessary to effectuate the intent of Section 10.3.B that Capital Account levels match the priority of distributions as intended in Section 9.2, except as provided in Sections 4.4 and 4.5 for Defaulting Members, and as may be adjusted if a Member’s Capital Contributions are excused pursuant to this Agreement.

9.7. **Direction of Distributable Cash Flow.** All Distributions made to a Member pursuant to this Agreement shall be made via check, ACH payment, or wire transfer pursuant to instructions provided by such Member to the Manager from time to time in writing, such instructions to be as initially set forth in such Member’s Subscription Agreement.

9.8. **Right of Set Off.** No part of any Distribution may be paid pursuant to this Section 9 to any Member from which there is due and owing to the Company, at the time of such Distribution, any amount required to be paid to the Company pursuant to Sections 4 or 15 (including without limitation Section 15.6). Any such withheld Distribution will be deemed to have been Distributed to such Member, shall be set off against such Member’s obligation to the Company, and shall reduce such Member’s obligation to the Company accordingly.

9.9. **Tax Withholding.**

A. The Manager shall at all times be entitled to make payments with respect to any Member in amounts required to discharge any obligation of the Company to withhold from a Distribution or make payments to any governmental authority with respect to any foreign, federal, state, or local tax liability of such Member arising as a result of such Member’s Interest in the Company (a “**Withholding Payment**”). Any Withholding Payment made from funds withheld

upon a Distribution or Deemed Distribution will be treated as (and deemed to have been) distributed to such Member for all purposes of this Agreement and then paid by the Company as the agent of such Member. Any other Withholding Payment will be deemed to be a recourse demand loan by the Company to the relevant Member. The amount of any Withholding Payment treated as a loan, plus interest thereon, compounded monthly, from the date of each such Withholding Payment until such amount is repaid to the Company at an annual interest rate per annum equal to 15% (cumulative and compounded annually), shall be repaid to the Company upon demand by the Company; provided, however, that in the Manager's sole and absolute discretion, any such amount may be repaid by deduction from any Distributions payable to such Member pursuant to this Agreement (with such deduction treated as an amount distributed to the Member) as determined by the Manager in its sole and absolute discretion. Notwithstanding anything contained herein to the contrary, the Company may be required to withhold Distributions and make payments to United States tax authorities under the Foreign Investment in Real Property Tax Act ("FIRPTA"), and the Manager is hereby authorized to do so to the extent the Company is subject to such requirements.

B. If the proceeds to the Company from an Investment are reduced on account of taxes withheld at the source, and such taxes are imposed on one or more, but not all, of the Members, the amount of the reduction shall be borne by the relevant Members and treated as if it were paid by the Company as a Withholding Payment with respect to such Member pursuant to Section 9.9.A. If the proceeds to the Company from an Investment are reduced on account of taxes withheld at the source, and such taxes are imposed on the Company (or a Subsidiary), the amount of the reduction shall be treated as an expense of the Company and allocated by the Manager pursuant to the terms of this Agreement. This Section 9.9 and the other provisions of this Agreement will be applied consistently with the requirements of Treasury Regulations Section 1.704-1.

10. **Capital Accounts; Allocations.** The provisions of this Agreement concerning the establishment of Capital Accounts and the tax and book allocations of the Company among the Members are contained in **Attachment B** (Capital Accounts; Allocations). References to Section 10 of this Agreement shall be deemed to refer to the provisions of **Attachment B**.

11. **Investor Advisory Committee; Investment Committee and Other Committees.**

11.1. **The Investor Advisory Committee.**

A. **Establishment; Composition.**

(1) The Fund will establish a committee of representatives of key members of the Fund, Cedar Investor and the Company (excluding the Manager and Affiliated Members) (the "**Investor Advisory Committee**"). The Investor Advisory Committee shall serve as an adviser to the Manager and shall consult with the Manager concerning the Fund's activities and operations as set forth in this Agreement and the Fund Agreement.

(2) The Investor Advisory Committee shall consist of no less than three and no more than seven members. Members that make Capital Contributions equal to at

least \$15,000,000 will be entitled to appoint a representative to the Investor Advisory Committee (and such representative's replacements). Subject to the foregoing, all members of the Investor Advisory Committee (and any replacements) will be appointed by the Manager. No person who is a partner, member, stockholder, shareholder, director, manager, officer, employee, or Affiliate of the Manager (or the Affiliated Members) shall be a member of the Investor Advisory Committee.

(3) A member of the Investor Advisory Committee shall serve until (i) such member is removed by the Manager, (ii) the Member that such member represents becomes a Defaulting Member, or (iii) such member dies, becomes disabled, or resigns. Subject to the restrictions set forth in Section 11.1.A(2), any vacancy on the Investor Advisory Committee shall be filled promptly by the Manager with a representative of a Member of its choosing.

(4) Notwithstanding anything to the contrary contained in this Agreement, (i) a member of the Investor Advisory Committee is not a manager of the Company or Fund and (ii) none of the actions taken by the Investor Advisory Committee or any member of the Investor Advisory Committee will constitute participation in the control of the business of the Company within the meaning of the Act (but rather constitute participation in the business of the Manager).

B. Procedures.

(1) Meetings of the Investor Advisory Committee will be held at such times as the Manager requests. Except as otherwise expressly provided herein, the Investor Advisory Committee shall act by a majority in number of its members. The quorum for a meeting of the Investor Advisory Committee is a majority in number of its members. The Manager and its designated representatives have the right to be present at all meetings of the Investor Advisory Committee.

(2) The Investor Advisory Committee will have the authority and responsibility to review and approve or disapprove of each of the matters that specifically require Investor Advisory Committee action as provided in this Agreement, and any other matter the Manager submits to the Investor Advisory Committee in its sole and absolute discretion. Decisions requiring the Consent of the Investor Advisory Committee include, without limitation, (i) permitting the Fund, Cedar Investor and the Company to make investments (directly or indirectly) in assets that do not qualify as Permitted Investments (pursuant to Section 5.6.B(2)), (ii) except as otherwise provided in this Agreement, transactions in which the Manager or its Affiliates will receive compensation from the Company, and (iii) approving the terms of the Company's sale to, purchase from, or any other acquisition of a Target Asset from, the Manager or any of its Affiliates (other than Target Assets purchased for the Manager's or its Affiliate's Adjusted Cost (pursuant to 5.2.Q)).

(3) To the extent required by this Agreement, the Manager shall disclose to the Investor Advisory Committee any potential conflict of interest involving the

Company, the Manager, and any Affiliate of the Manager not specifically authorized by this Agreement and shall seek approval of the Investor Advisory Committee.

(4) Decisions of the Investor Advisory Committee may be evidenced by minutes of a meeting or by written Consent.

C. Relationship; Exculpation; Indemnification. None of the members of the Investor Advisory Committee are required to consider the interests of any Member prior to making his/her decision as a member of the Investor Advisory Committee and any member of the Investor Advisory Committee may vote in his or her own interest or in the interest of such member's Affiliate, which interest may or may not be aligned with the interests of the Manager or the Members, and shall not be deemed to have acted in bad faith or unreasonably solely by reason of voting in such manner. To the fullest extent permitted by law, no member of the Investor Advisory Committee shall owe any duties, including fiduciary duties, or otherwise, to any Member, the Company, the Fund, any Parallel Investment Vehicles, any Alternative Investment Vehicles, any Subsidiary, or any Investment in respect of the activities of the Investor Advisory Committee. No Member who has a representative serving on the Investor Advisory Committee will be deemed to be an Affiliate of the Company, Fund or the Manager solely by reason of such membership. In addition to and without limiting the foregoing, the Manager is authorized to enter into additional agreements on behalf of the Company or Fund that provide for the exculpation and indemnification of the members of the Investor Advisory Committee and their Affiliates and that contain additional provisions related to the Investor Advisory Committee and its members, it being understood that such agreements may provide for levels of exculpation and indemnification that are more favorable to such Persons than comparable provisions in this Agreement.

D. Retention of Counsel. If the Investor Advisory Committee determines in good faith that it has been presented with conflicts of interest or other issues relating to the Company, in either case with respect to which it would be appropriate to be advised by counsel, the Investor Advisory Committee may, as an Operational Expense, retain counsel to so advise it. The Company will not be liable for more than one such counsel at any given time.

E. Compensation. Members of the Investor Advisory Committee, in their capacity as such, will not receive any fees from the Company, Fund, the Manager, or any of their Affiliates, but will be reimbursed by the Company for all reasonable out-of-pocket expenses incurred, including without limitation, travel costs.

11.2. **Investment Committee.**

A. The Manager will establish a committee (the "**Investment Committee**") for the purpose of reviewing and approving any investments decisions (other than investments in Interim Investments) of the Fund. The initial members of the Investment Committee are Mark Heffron, Alex Samoylovich, and Will Murphy. The members of the Investment Committee may be selected by, and the number of members serving on the Investment Committee may be increased or decreased by, the Manager in its sole discretion. Members of the Investment Committee will serve for such periods as the Manager shall determine.

B. Each member of the Investment Committee has one vote on all matters considered by the Investment Committee, and any decisions of the Investment Committee will require unanimous vote. Decisions of the Investment Committee may be evidenced by minutes of a meeting or by written Consent. The Investment Committee and its members will serve without compensation in their capacities as such, but will be reimbursed by the Fund for out-of-pocket expenses incurred in connection with the activities of the Investment Committee, including for site visits and expenses of attending meetings. Notwithstanding anything to the contrary contained in this Agreement, (1) a member of the Investment Committee is not a manager of the Company or Fund and (2) none of the actions taken by the Investment Committee or any member of the Investment Committee will constitute participation in the control of the business of the Company or Fund within the meaning of the Act (but rather constitute participation in the business of the Manager).

11.3. **Additional Advisory Councils.** To the extent permitted by law, and subject to the prior approval by the Investor Advisory Committee, the Manager may form additional advisory councils, boards, or committees to advise it with respect to existing Investments and specific investment opportunities. The additional advisory councils, boards, or committees will generally be composed of Persons selected by the Manager for their experience and expertise in the matters for which the council or committee has been established. The members of each additional advisory council, board, and committee may receive annual retainer fees payable by the Company or Fund, to the extent approved by the Investor Advisory Committee, commensurate with fees paid to independent directors of comparable companies; *provided that* if members of such councils or investment committees generate investment opportunities on the Company's or Fund's behalf, which the Company or Fund then pursues and consummates, such members may receive special additional fees from the Company or Fund with the approval of the Investor Advisory Committee. The Manager shall notify the Members within a reasonable period of time following the formation of any additional advisory council or committees pursuant to this Section 11.3.

12. **Certain Conflicts of Interest.**

12.1. **General.** Except as otherwise provided in this Agreement, including Section 5.10, the Manager and its Affiliates or associates are in no way prohibited from engaging in, and are permitted to spend substantial business time in connection with, businesses or activities that are unrelated to the Company or Fund, including, but not limited to, making or managing investments, advising or managing entities whose investment objectives are the same as or overlap with those of the Fund, and participating in businesses owned by the Affiliates of the Manager. The Manager and its Affiliates may receive fees or other compensation from third parties for these activities, which fees will be for the benefit of their own account and not for the benefit of the Company or Fund. Except as specifically set forth in this Agreement: (i) neither the Company nor any Member shall have any right by virtue of this Agreement in and to the ventures or activities referred to above in this Section 12.1 or to the income or profits derived therefrom; and (ii) the Manager, its Affiliates, and their respective clients shall have no duty or obligation to make any reports to the Members or the Company with respect to any such ventures or activities. Except as otherwise provided in this Agreement, each Member hereby acknowledges the existence of the actual and potential conflicts of interest described in the Private Placement Memorandum and, to the fullest extent permitted by law, hereby waives any claim it may have with respect to the existence of any such conflicts of interest.

12.2. No Consideration of Members' Circumstances. The Members recognize that the differing financial, regulatory, income tax, and other status and circumstances of the Members may give rise to conflicts of interest among the Members with regard to the selection of Investments, disposition of assets, making of tax elections, or other Company matters. Except as otherwise specifically provided in this Agreement or required by ERISA, the Manager, when making decisions or taking action with respect to the Company or its business, shall not be required to take into consideration the separate status or circumstances of any Member or group of Members.

12.3. Conflicts Resolved in Good Faith. Conflicts of interest caused by more than one investment vehicle sponsored by the Manager and its Affiliates having funds available simultaneously for acquiring investments in Permitted Investments, including Competitive Funds, will be resolved in good faith by the Manager. In resolving any such conflicts, the Manager will take into account a number of factors, including the Company's and such other vehicle's funds available to invest for the longest period of time since making an investment, and investment restrictions and diversification goals. In addition to the rights provided in Section 2.12.A, the Manager shall have the right to cause the Company or Fund (or a Parallel Investment Vehicle or Alternative Investment Vehicle) to sell investments to (or purchase investments from) Competitive Funds sponsored by the Manager or its Affiliates provided that any sale or purchase is on market terms and is approved by the Investment Committee and Investor Advisory Committee.

13. Books of Account, Records, and Banking.

13.1. Books and Accounts. Complete and accurate books and accounts shall be kept and maintained for the Company at its principal place of business (or such other location as established by the Manager from time to time). Such books and accounts shall be kept in accordance with accounting principles generally accepted in the United States (fair market value basis) applied on a consistent basis, the provisions of Section 9, and on such other basis, if any, as the Manager determines is necessary to properly reflect the operations of the Company (including the accrual basis for tax purposes and the cash basis for purposes of making Distributions). All funds received by the Company other than those invested in Interim Investments or Permitted Investments shall be deposited in the name of the Company, a Co-investment Venture, or a Subsidiary in such bank account or accounts, and all securities owned by the Company may be deposited with such custodian as the Manager may designate from time to time, and withdrawals therefrom shall be made upon such signature or signatures on behalf of the Company as the Manager may designate from time to time.

13.2. Records Available. The Manager shall maintain at the Company's principal office or at the office of an administrator the following documents: (i) a current list of the full name and last known business address of each Member, (ii) a copy of the Certificate and all amendments thereto, (iii) copies of the Company's federal, state, and local income tax returns and of any financial statements of the Company for the three (3) most recent Fiscal Years, (iv) the books and records referred to in Section 13.1, and (v) copies of this Agreement and all amendments thereto, together with executed copies of any powers of attorney pursuant to which this Agreement, the Certificate, or any such amendment has been executed. Such documents (either in whole or in redacted form in the reasonable discretion of the Manager) are subject to inspection and copying at the reasonable request and at the expense of any Member during ordinary business hours upon reasonable prior notice to the Manager for any purpose reasonably related to the Member's interest

as a Member. Any such inspection request must be in writing delivered pursuant to Section 20.8, must specify the purpose related to the Member's interest as a Member for which such inspection is requested, and specify the specific information subject to the inspection request. Except to the extent requested by a Member, the Manager shall have no obligation to deliver or mail a copy of the Company's Certificate or any amendment thereto to the Members.

13.3. Quarterly Reports. Within sixty (60) days after the end of each of the first three (3) quarters of each Fiscal Year, the Manager shall use commercially reasonable efforts to cause to be prepared and sent to each Member: (i) a report containing an overview of the Company's Investments, including a summary of Investments made during such quarterly period, the cost of all Investments, a brief description of each such Investment, subject in all cases to applicable confidentiality and securities laws restrictions; and (ii) unaudited financial information (including, on a consolidated basis, a balance sheet, a statement of operations and comprehensive income, and a statement of changes in Members' capital). The Members acknowledge and agree that the quarterly reports described in this Section 13.3 may be sent by electronic transmission, including via e-mail or website access.

13.4. Annual Reports. The Manager will use commercially reasonable efforts to cause to be prepared and sent to each Member that was a Member at any time during the Fiscal Year, within one-hundred twenty (120) days after the end of each Fiscal Year, an annual report containing the following: (i) the items set forth in clauses (i) and (ii) of Section 13.3; (ii) a statement of cash flows for the Company for the Fiscal Year then ended; (iii) an income statement for such Fiscal Year, including a disclosure statement setting forth any Asset Management Fees, Organization and Offering Expenses, Operational Expenses, and Company Expenses incurred for such year; and (iv) a statement of cash flows for such year. Additionally, the Manager shall use commercially reasonable efforts to cause each Member to be furnished with annual tax information regarding the Company as necessary to prepare such Member's income tax returns on or before the due date thereof (including extensions). The Members acknowledge and agree that the annual reports described in this Section 13.4 may be sent by electronic transmission, including via e-mail or website access.

13.5. Reliance on Accountants and Others.

A. Except as specifically provided to the contrary herein, all decisions as to accounting matters shall be made by the Manager, to the extent consistent with the terms of this Agreement, in accordance with the basis of accounting selected pursuant to the provisions of Section 13.1. The Manager may rely upon the advice of the Company's accountants as to whether such decisions are in accordance with such selected basis of accounting.

B. The Manager may rely upon the advice of legal counsel and other professionals providing services to the Company in connection with decisions and determinations made by the Manager on behalf of the Company hereunder as provided in Section 15.5.B.

13.6. Filing of Returns.

A. Subject to the Company's receipt of any required tax information from entities in which it directly or indirectly invests, the Manager shall use reasonable commercial

efforts to cause to be delivered to each Member a Form K-1 (and such additional information as necessary to enable each tax exempt Member to compute its share of the Company's UBTI) within one hundred twenty (120) days after the end of each taxable year of the Company or as soon as practicable thereafter. Each Member acknowledges that if the Company does not receive on a timely basis all of the underlying tax information from the Investments, the Company will be unable to provide timely final tax information to the Members. Each Member shall be responsible for the preparation and filing of such Member's own income tax returns, and each Member acknowledges that it is likely that it will be required to file for extensions for the completion of its tax returns.

B. The Manager shall have the right, but not the obligation, to file composite state tax returns for the benefit of Members that are eligible and elect to participate in the filing of such returns. The cost to prepare and file any such composite return shall be an Operational Expense; *provided that* for the sake of clarity, any related non-resident withholding tax would be allocated to, and deducted from Distributions otherwise payable to, each Member participating in such composite return. The Members acknowledge and agree that if the Manager does not file composite state tax returns, or if the Manager does file composite state tax returns but Members elect not to participate in such returns, Members may have to file tax returns in multiple jurisdictions.

13.7. **Safe Harbor Election and Forfeiture Allocations.**

A. The Members agree that the Manager is authorized to make an election, on behalf of itself and of all Members, to have the "Safe Harbor" of Section 3.03 of IRS Notice 2005-43 (or the corresponding provision in any Revenue Procedure or Treasury Regulation issued pursuant to such Notice, or substantially similar authority issued in the future) (the "**Safe Harbor**") apply irrevocably with respect to all Equity Interests transferred in connection with the performance of services by a Member in a partner capacity or in anticipation of becoming a partner for federal income tax purposes, including any right of the Manager to receive Carried Interest (such election, the "**Safe Harbor Election**"). The Safe Harbor Election shall be effective as of the date hereof. The Company and each Member agrees to comply with all requirements of the Safe Harbor with respect to all interests in the Company transferred in connection with the performance of services by a Member in a tax partner capacity or in anticipation of becoming a partner for federal income tax purposes, whether such Member was admitted as a Member or as a transferee of a previous Member. The Manager shall cause the Company to comply with all record keeping requirements and other administrative requirements with respect to the Safe Harbor as shall be required by proposed or final regulations relating thereto, to the extent the Manager so determines in its sole and absolute discretion.

B. In connection with the Safe Harbor Election, the Members agree that (i) the Carried Interest is a "Safe Harbor Partnership Interest" within the meaning of section 3.02 of IRS Notice 2005-43 (or the corresponding provision in any Revenue Procedure or Treasury Regulation issued pursuant to such Notice or substantially similar authority issued in the future) representing a profits interest received for services rendered or to be rendered to or for the benefit of the Company by the Manager, and (ii) the fair market value of the Safe Harbor Partnership Interest upon receipt by the Manager as of the date of issuance is zero, representing the liquidation value

of such interest upon receipt (with such valuation being consented to and approved by all Members).

C. Each Member, by executing this Agreement or by accepting a Transfer of an Interest, hereby agrees (i) to comply with all requirements of the Safe Harbor Election with respect to any Safe Harbor Partnership Interest while the Safe Harbor Election remains effective, and (ii) that to the extent that such profits interest is forfeited after the date hereof and to the extent that allocations of income have been made to the Manager with respect thereto and have not been matched with corresponding allocations of loss or deduction with respect thereto, or Distributions with respect thereto that may be retained by the Manager, the Company shall make special forfeiture allocations of gross items of deduction or loss (including, as may be permitted by or under Treasury Regulations to be adopted, notional items of deduction or loss) in accordance with IRS Notice 2005-43 and the Treasury Regulations adopted under Sections 704(b) and 83 of the Code.

D. The Manager shall file or cause the Company to file all returns, reports and other documentation as may be required, as determined by the Manager, to perfect and maintain the Safe Harbor Election with respect to transfers of any Safe Harbor Partnership Interest without further vote or action of any other Person.

E. The Manager is hereby authorized, directed and empowered, without further vote or action of the Members or any other Person, to amend the Agreement as necessary to comply with the Safe Harbor requirements, to the extent the Safe Harbor Election is utilized, in order to provide for a Safe Harbor Election and the ability to maintain the same, and shall have the authority to execute any such amendment by and on behalf of each Member pursuant to the power of attorney granted by this Agreement; *provided that* no such amendment may materially adversely affect a Member without such Member's Consent. Any undertaking by the Members necessary to enable or preserve a Safe Harbor Election may be reflected in such amendments and, to the extent so reflected, shall be binding on each Member.

F. Each Member agrees to cooperate with the Manager to perfect and maintain any Safe Harbor Election, and to timely execute and deliver any documentation with respect thereto reasonably requested by the Manager at the expense of the Company.

G. No Transfer of any Interest in the Company by a Member shall be effective unless prior to such Transfer, the assignee or intended recipient of such Interest shall have agreed in writing to be bound by the provisions of this Section 13.7, in a form satisfactory to the Manager.

14. **Transfers.**

14.1. **Transferability of Manager's Interest.**

A. Assignment of the Manager's Interest. Nothing in this Agreement precludes (i) Transfers of Equity Interests in the Manager for estate planning purposes where the transferor retains dispositive and any voting control of the Transferred interests, or (ii) changes in the composition of the key persons controlling, or the employees of the Manager or its Affiliates. For the sake of clarity, grants of participation interests in the Manager's Carried Interest, if any,

are not Transfers of the Manager’s “Interest as a Manager” and may be made without the notice to or consent of the Members or the Investor Advisory Committee.

B. Transfer of Manager’s Interest. Whenever all or a portion of the Manager’s Interest in the Company is Transferred pursuant to this Section 14.1, the assignee, purchaser, or other transferee shall assume the Capital Account of the Manager (or the appropriate portion thereof) and all corresponding obligations of the Manager as a Member hereunder. Notwithstanding anything contained herein to the contrary, upon withdrawal or removal of the Manager as manager of the Company, if any Affiliate of the Manager has obligated itself in any way in connection with the Company, the Manager (in its capacity as Manager), the Fund or any Subsidiary of the Company, the Company shall obtain a release for such Person from any and all such obligations and each such Person shall, to the fullest extent permitted by law, be fully indemnified by the Company with respect to payments and costs with respect thereto pursuant to Sections 15.3, 15.4 and 15.7.

14.2. **Transferability of a Member’s Interest.**

A. Restrictions on Transfers of Equity Interests. A Member may not, directly or indirectly, Transfer any portion of its Equity Interest without the prior written Consent of the Manager (which consent may be given or withheld in the sole and absolute discretion of the Manager); *provided that* transfers to Permitted Transferees of a Member may not be unreasonably withheld so long as such Transfer meets the requirements of this Section 14.

B. Opinion of Counsel. Notwithstanding any other provisions of this Section 14.2, no Transfer of all or any portion of a Member’s Equity Interest may be made unless an Opinion of Counsel, obtained at the expense of the purported transferor, and reasonably acceptable and satisfactory in form, substance, and counsel to the Manager (which opinion may be waived, in whole or in part, at the sole and absolute discretion of the Manager) is obtained providing that:

(1) the Transfer, in the absence of registration or qualification, would not violate the registration or qualification provisions of the Securities Act, any state or securities “blue sky” or non-U.S. securities laws applicable to the Company or the Equity Interest to be Transferred;

(2) the Transfer would not cause the Company to lose its status as a partnership for federal income tax purposes or cause the Company to become subject to regulation or registration under the Investment Company Act or to be treated as a publicly traded partnership under Code Section 7704;

(3) the Transfer would not require the Manager or any Affiliate of the Manager that is not registered under the Investment Advisers Act of 1940, as amended (“**Advisers Act**”), or the Company, to register as an investment adviser under the Advisers Act or to make any filing under the Advisers Act;

(4) the Transfer would not violate the laws, rules or regulations of any state or any governmental authority applicable to such Transfer; and

(5) such additional opinions regarding the Transfer as the Manager may reasonably require.

Each Opinion of Counsel must be delivered in writing to the Company not less than ten (10) days prior to the date of the proposed Transfer. The Manager agrees to cooperate with any Member making a Transfer and its counsel by providing promptly such records and other factual information regarding the Company as may be reasonably requested with respect to any proposed Transfer. Except as permitted by this Agreement, each Member hereby severally agrees that it will not Transfer all or any portion of its Equity Interest in the Company, and that any purported Transfer in violation of this Agreement will, to the fullest extent permitted by law, be null and void. Each transferee or assignee of an Equity Interest must complete a "Transferee Agreement" in a form deemed appropriate by the Manager and containing information substantially similar to the Subscription Agreement and reasonably acceptable to the Manager.

C. Expenses of Transfer. Each Member agrees that it will pay all reasonable expenses, including attorneys' fees and accountants' fees, incurred by the Company in connection with a Transfer or requested Transfer of an Equity Interest by such Member.

D. Transferees; Continuing Liability of Transferor. Any Person who acquires all or any portion of the Equity Interest of a Member and who is admitted as a Substitute Member shall assume all or a proportionate amount of the Capital Account of such Member and shall be obligated to return any amounts to the Company as required by any provision of this Agreement or applicable law as if it had received all Distributions made to its predecessor in interest. Each Member agrees that, notwithstanding the Transfer of all or any portion of its Equity Interest, as between the transferring Member and the Company, the transferring Member will remain liable for any obligation to return any Distributions previously made to such Member if return of any such Distributions is required by any provision of this Agreement; however, a transferring Member will not in any case have any liability for amounts required to be paid with respect to any Distributions made on its Equity Interest after the time when the purchaser, assignee, or transferee of such Equity Interest, or portion thereof, is admitted as a Substitute Member.

E. No Withdrawal. Except as otherwise provided in this Agreement, no Member may withdraw from the Company without the written Consent of the Manager, which such Consent, subject to the other provisions of this Agreement relating to withdrawal, may be given or withheld in the Manager's sole and absolute discretion.

F. Liability for Costs Related to Non-compliant Transfer. If, under applicable law, a Transfer of an Interest in the Company that does not comply with this Agreement is nevertheless legally effective, the transferor and transferee shall be jointly and severally liable to the Company and the Manager for, and shall indemnify and hold harmless the Company and the Manager against, any losses, damages, or expenses (including, without limitation, attorneys' fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by them in connection with such Transfer. To the fullest extent permitted under applicable law, each Member shall indemnify and hold harmless the Company, the Manager, and all other Members who were or are parties, or are threatened to be made parties, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of or arising from any actual or alleged misrepresentation, misstatement of facts or omission to state facts made

(or omitted to be made), noncompliance with any agreement, or failure to perform any covenant by such Member in connection with any Transfer of all or any portion of such Member's Equity Interest (or any economic or other interest therein) in the Company, against any losses, damages, or expenses (including, without limitation, attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by it or them in connection with such action, suit or proceeding and for which it or they have not otherwise been reimbursed.

14.3. Assignees.

A. The Company will not recognize for any purpose any purported Transfer of all or any portion of the Equity Interest of a Member unless the provisions of Sections 14.1 and 14.2 have been complied with (or waived by the Manager) and there has been filed with the Company a dated notice of such Transfer, in form reasonably satisfactory to the Manager, executed and acknowledged by both the seller, assignor, or transferor, and the purchaser, assignee, or transferee, and such notice (i) contains the acceptance and assumption by the purchaser, assignee, or transferee of all of the terms and provisions of this Agreement, including the provisions of Section 19, and its agreement to be bound thereby, (ii) contains a representation that such Transfer was made in accordance with all applicable laws and regulations, (iii) contains an undertaking to promptly pay the costs (including reasonable attorneys' fees and expenses) associated with reviewing, documenting, and advising the Manager concerning the Transfer, when presented with an invoice for such costs by the Manager in accordance with Section 14.2.C; and (iv) contains a power of attorney granted by the purchaser, assignee, or transferee to the Manager to execute this Agreement on its behalf.

B. Unless and until an assignee of an Equity Interest becomes a Substitute Member, such assignee will not be entitled to participate in any vote or written Consent hereunder or under the Act with respect to such Equity Interest or to receive information or access to the books and records of the Company except for information necessary for such assignee to file its income tax returns.

C. Any Member who Transfers all of its Equity Interest ceases to be a Member at such time as a Substitute Member is admitted in place of such assigning Member.

D. Anything herein to the contrary notwithstanding, both the Company and the Manager are entitled to treat the assignor of an Equity Interest as the absolute owner thereof in all respects, and will incur no liability for Distributions made in good faith to it, until such time as a written assignment that conforms to the requirements of this Section 14.3 has been received by the Company and accepted by the Manager.

E. A Person who is the assignee of all or any portion of the Equity Interest of a Member as permitted hereby but who does not become a Substitute Member and who desires to make a further Transfer of such Equity Interest, is subject to all of the provisions of this Section 14 to the same extent and in the same manner as any Member desiring to make a Transfer of its Equity Interest.

F. In the event of a Disabling Event with respect to a Member, such Disabling Event will not, in and of itself, cause the termination of the Company, and the Member's trustee

in bankruptcy or other legal representative has only the rights of an assignee of the right to receive Distributions applicable to the interest in the Company of such Member suffering such Disabling Event as provided herein. Any Transfer or purported Transfer from such trustee in bankruptcy or legal representative is subject to the provisions of this Agreement.

14.4. Substitute Member.

A. Notwithstanding anything to the contrary contained in this Agreement, no Member has the right to substitute a purchaser, assignee, transferee, donee, heir, legatee, distribute, or other recipient of all or any portion of such Member's Equity Interest for it in its capacity as a Member. Any such purchaser, assignee, transferee, donee, heir, legatee, distribute, or other recipient of an Equity Interest (whether pursuant to a voluntary or involuntary Transfer) will be admitted to the Company as a Substitute Member only with the Consent of the Manager, which Consent may be given or withheld in its sole and absolute discretion. Each Person admitted as a substitute Member is referred to herein as a **"Substitute Member."**

B. Each Substitute Member, as a condition to its admission as a Member, shall execute and acknowledge such instruments, in form and substance reasonably satisfactory to the Manager, as the Manager reasonably deems necessary or desirable to effectuate such admission and to confirm the agreement of the Substitute Member to be bound by all the terms and provisions of this Agreement with respect to the Equity Interest acquired. All expenses, including attorneys' fees not paid by the assignor Member that are incurred by the Company in connection with the Transfer and admission of the Member as a Substitute Member shall be borne by such Substitute Member. Any such costs not paid by the Substitute Member will be treated as a loan, payable with interest thereon, compounded monthly, from the date each such cost was incurred until such amount is repaid to the Company at an interest rate per annum equal to 15% (cumulative and compounded annually), and must be repaid to the Company upon demand by the Company; provided, however, that in the Manager's sole and absolute discretion, any such amount may be repaid by deduction from any Distributions payable to such Member pursuant to this Agreement (with such deduction deemed to be an amount distributed to the Member). Pursuant to Section 4.5.A, a Member who fails to satisfy its obligation to repay any portion of such obligations by the required date will be deemed to be a Defaulting Member for all purposes of this Agreement, effective upon the receipt of notice from the Manager (which notice may be given or not given in the sole and absolute discretion of the Manager) as provided in Section 20.8.

C. Prior to an assignee's admission to the Company as a Substitute Member, such assignee is nevertheless entitled to all of the rights of an assignee of an Equity Interest under the Act (and any successor provision).

14.5. Transfers During a Fiscal Year. In the event of the Transfer of a Member's Equity Interest at any time other than the end of a Fiscal Year, allocations and Distributions pursuant to Sections 9 and 10 will be divided between the transferor and the transferee in any reasonable manner as determined by the Manager. For example, the Manager may, for the convenience of the Company, select that the effective date of any Transfer be the end of any fiscal period determined by the Manager in the exercise of its sole and absolute discretion. For purposes of determining the effective date of a transfer, the Manager may adopt a mid-month convention (consistently applied) under which transfers made (or deemed made) on or before the fifteenth

(15th) day of the current month are deemed made on the last day of the prior month, and transfers made after the fifteenth (15th) day of the current month are deemed made on the last day of the current month.

14.6. 20% Beneficial Owners. Notwithstanding anything to the contrary herein, if any “covered person” becomes subject to a “disqualifying event” (as such terms are described in the adopting release for Rule 506(d) of Regulation D of the Securities Act) and such “covered person” is a 20% Beneficial Owner of the Company, then to comply with the exemption provided by Rule 506 of Regulation D, the Manager may treat such Member as a Defaulting Member and take any other equitable measures as it may determine, in its sole and absolute discretion, including without limitation, causing the compulsory withdrawal (pursuant to Section 4.6) of such 20% Beneficial Owner or causing the Transfer of all or a portion of such 20% Beneficial Owner’s Interests.

14.7. Elections Under the Internal Revenue Code. In the event of a Transfer of all or any part of a Member’s Equity Interest by sale or exchange, the Manager may, at its option and in its sole and absolute discretion (unless required by law or Treasury Regulations), if requested by such Member or its successor in interest, cause the Company to elect, pursuant to Code Section 754 (or corresponding provisions of subsequent law), to adjust the basis of the Company’s assets as provided by Code Sections 734 and 743, provided that any costs associated with making and accounting for such election are borne by the Member or its successor in interest requesting such election (or allocated among such Members making such request from and after the time a Substitute Member or other successor in interest to a Member becomes a Member).

15. Standard of Care; Limitation of Liability; Exculpation; Indemnification.

15.1. Standard of Care. Whenever in this Agreement the Manager is permitted or required to make a decision (a) in its “discretion” or under a grant of similar authority or latitude, the Manager shall be entitled to consider such interests and factors as it desires, including its own interests, or (b) in its “good faith” or under another express standard, the Manager shall act under such express standard and shall not be subject to any other or different standard imposed elsewhere by this Agreement or by other applicable law. The Members agree that the Manager shall have the benefit of the “business judgment rule” afforded to directors of a Delaware corporation.

15.2. Limitation on Members’ Liability. Each Member’s liability for the debts, obligations, and liabilities of the Company is limited as set forth in Section 18-303(a) of the Delaware Act. No Member has any personal liability for any debts or losses of the Company (other than debts for which the Member specifically agrees in writing to be personally liable). The preceding sentences do not limit the liabilities of the Members to the Company and to each other that are specifically provided elsewhere in this Agreement.

15.3. Exculpation and Indemnification of Manager and Investment Committee.

A. To the fullest extent permitted by the Act, not the Investment Committee, nor the Manager, nor their Affiliates (including Affiliated Members and the guarantors pursuant to Section 5.3), nor their respective officers, directors, employees, managers, agents, stockholders, members or partners, nor any person who serves at the specific request of the Manager on behalf of the Company as a partner, member, officer, director, employee, or agent of any other Entity or

any other Person as is determined by the Manager in good faith (in each case, a “**Company Indemnatee**”) shall be liable for any action or inaction to any Member or the Company (and the Members and the Company waive, and agree not to make, any such claim against a Company Indemnatee), and each is fully exculpated hereby from any liability, except to the extent of loss attributable to such Person’s act or omission constituting fraud or willful misconduct, in each case where such act or omission results in material damage to the Company, the Manager (if applicable), or another Member (a “**Breach of Standard of Conduct**”). A Breach of Standard of Conduct is subject to cure within 30 days after such Breach of Standard of Conduct occurs (or such longer period as this Agreement may otherwise specifically provide or the Investor Advisory Committee may agree upon).

B. The Company shall, to the fullest extent permitted by law, indemnify and hold harmless each Company Indemnatee and the Liquidating Agent (and their respective heirs and legal and personal representatives) who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (including any action by or in the right of the Company or any Members), by reason of any actions or omissions or alleged acts or omissions arising out of such Person’s activities either on behalf of the Company or in furtherance of the interests of the Company or arising out of or in connection with the Company or as to the Liquidating Agent, if such activities were performed in a manner reasonably believed by such Person to be within the scope of the authority conferred by this Agreement or by law or by the Consent of the Manager or Members, against any claims, losses, liabilities, damages, costs, and expenses (including legal fees, judgments, fines, and amounts paid in settlement (collectively, “**Claims**”)), as incurred, in connection with their activities on behalf of, or their association with, the Company, its Subsidiaries, or any of its Members, except to the extent the Person seeking such indemnification engaged in conduct that constitutes a Breach of Standard of Conduct and such conduct was the proximate cause of the Claims. A Company Indemnatee shall obtain the written Consent of the Manager prior to entering into any compromise or settlement that would result in an obligation of the Company to make indemnification payments on behalf of or to such Person, in each case, such Consent not to be unreasonably withheld or delayed.

C. If for any reason the indemnification called for by this Section 15.3 is unavailable or insufficient (after taking any insurance recovery into account that is available at the time when amounts are payable by a Company Indemnatee that are subject to indemnification) to hold harmless a Company Indemnatee in accordance with the terms hereof (other than as a result of a failure to satisfy the conditions to such indemnification as set forth in Section 15.3.B), then the Company shall contribute to the amount paid or payable by such Company Indemnatee (which contribution may equal up to 100% of such amount) as a result of any Claims referred to in Section 15.3.B such that the Company Indemnatee would be in the same financial position it would have been in if the indemnification called for by this Section 15.3 were available and sufficient. Any Company Indemnatee may recover payments (including costs) from the Company under this Section 15.3.C without first proceeding against any third party except as and to the extent provided in Section 15.5.C (with the Company being subrogated to the Company Indemnatee’s rights of indemnification to that extent).

15.4. Exculpation and Indemnification of Members of the Investor Advisory Committee and Additional Advisory Councils.

A. No member of the Investor Advisory Committee, no Member (including its Affiliates) that is represented by such member with respect to the Company acting in its capacity as such and no member of any additional advisory council, board, or committee formed by the Manager (to the extent such member is not an Affiliate of the Manager) (each, a “**Non-Insider Indemnatee**,” and together with the Company Indemnitees, the “**Indemnitees**”) shall be (or be deemed to be) a fiduciary of the Company, any of its Subsidiaries or any of the Members or shall be liable to any other Member or the Company (and the Members and the Company waive, and agree not to make, any such claim against any such Non-Insider Indemnatee in their capacities as such) for any reason, including without limitation, for any mistake in judgment, any action or inaction taken or omitted to be taken, or for any loss due to any mistake, action, or inaction provided that such Non-Insider Indemnatee acted without fraud or willful misconduct.

B. The Company shall, to the fullest extent permitted by law, indemnify and hold harmless each Non-Insider Indemnatee (and their respective assigns, successors, Affiliates, heirs and legal and personal representatives) who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (including any action by or in the right of the Company or any of the Members), by reason of any actions or omissions or alleged acts or omissions arising out of such Person’s activities in connection with serving in the capacity as a Non-Insider Indemnatee against losses, damages, costs, or expenses for which such Person has not otherwise been reimbursed (including attorney’s fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such Person in connection with such actions, suit, or proceedings except to the extent that such Non-Insider Indemnatee committed fraud or acted in bad faith or with willful misconduct; *provided, that* any Non-Insider Indemnatee entitled to indemnification from the Company hereunder shall obtain the written Consent of the Manager prior to entering into any compromise or settlement that would result in an obligation of the Company to make payment in compromise or settlement on behalf of such Person.

C. If for any reason the indemnification called for by this Section 15.4 is unavailable or insufficient (after taking any insurance recovery into account that is available at the time when amounts are payable by a Non-Insider Indemnatee that are subject to indemnification) to hold harmless a Non-Insider Indemnatee in accordance with the terms hereof (other than as a result of a failure to satisfy the conditions to such indemnification as set forth in Section 15.4.B), then the Company shall contribute to the amount paid or payable by such Non-Insider Indemnatee (which contribution may equal up to 100% of such amount) as a result of any Claims referred to in Section 15.4.B such that the Non-Insider Indemnatee would be in the same financial position it would have been in if the indemnification called for by this Section 15.4 were available and sufficient. Any Non-Insider Indemnatee may recover payments (including costs) from the Company under this Section 15.4.C without first proceeding against any third party except as and to the extent provided in Section 15.5.C (with the Company being subrogated to the Non-Insider Indemnatee’s rights of indemnification to that extent).

15.5. Additional Provisions.

A. Independent contractors engaged by the Manager and/or its Affiliates shall not be or be deemed to be Company Indemnitees pursuant to Section 15.3 without the express written Consent of the Manager.

B. A Company Indemnatee may consult (as an Operational Expense, but subject to the Consent of the Manager, such Consent not to be unreasonably withheld or delayed) with legal counsel, accountants, appraisers, management consultants, investment bankers, insurance agents, and other consultants or other advisors (who may serve the Company as well as any Affiliate of the Manager) in respect of Company affairs and, except in respect of matters in which there is an alleged conflict of interest in respect of such legal counsel, accountants, appraisers, management consultants, investment bankers, insurance agents, and other consultants or other advisors, shall be fully protected and justified in any action or inaction which is taken or omitted in good faith, in reliance upon and in accordance with the opinion or advice of such counsel, accountants, consultants or other advisors, and, in the case of the Manager, any such action or inaction based on such advice and taken or omitted in good faith shall not be deemed to be a breach of such Person's responsibilities under this Agreement or a Breach of Standard of Conduct; *provided that* such legal counsel, accountants, appraisers, management consultants, investment bankers, insurance agents, and other consultants or other advisors shall have been selected and monitored with reasonable care. No Company Indemnatee shall be liable for any loss due to the mistake, action, inaction, negligence, dishonesty, fraud or bad faith of any such consultant or of any broker or agent (other than Affiliates).

C. Pursuant to Section 5.2.E, the Manager may have the Company purchase, at the Company's expense, insurance to insure the Company, Manager, any other Company Indemnatee, or any Person indemnified pursuant to Section 15.3 against liability in connection with the activities of the Company. Subject to the next sentence, each Company Indemnatee shall use commercially reasonable efforts to seek reimbursement for indemnified expenses from any third party liable for the applicable losses, and all such recoveries shall reduce the obligation of the Company hereunder (however, except as provided in the next sentence, no Company Indemnatee shall be required to first proceed against a third party before being reimbursed by the Company). If the Company acquires coverage under an insurance policy covering the act for which a Company Indemnatee seeks indemnification, each Company Indemnatee will be required to first file a claim with any such insurance carrier but can seek indemnification from the Company if the insurance company has not agreed to cover claims within sixty (60) days (or affirmatively denies coverage); the Company Indemnatee must then pursue the recovery under the insurance policy diligently thereafter, with any recovery inuring to the benefit of the Company to the extent of any prior indemnification payment. Upon request, the Manager shall provide any such Company Indemnatee with reasonable assistance in seeking coverage under any such insurance policy.

15.6. Giveback Obligations.

A. Each Member (including any former Member to the extent provided in this Agreement) may be required, as determined by the Manager in its sole and absolute discretion, to return, repay and recontribute, within ten (10) Business Days after the demand therefor is received from the Manager (the "**Payment Date**"), any Distributions (pro rata and in the reverse order of

priority) made to the Member or former Member (or any of its predecessors in interest) (including any Distributions to the Manager, but excluding any Tax Distributions of Carried Interest) for the purpose of meeting such Member's share of the Company's indemnity obligations under Section 15.3 or for the purpose of rectifying errors in Distributions or as required by law (the "**Giveback**"). A Member who fails to satisfy its obligation to repay any portion of its Giveback obligation by the Payment Date will be a Defaulting Member for all purposes of this Agreement, effective upon the receipt of the Default Notice from the Manager.

B. If the Manager determines that there are any proceedings (including, without limitation, arbitration) then pending or threatened or any other Claim then outstanding that the Manager is otherwise seeking to settle on behalf of the Company or for which a Company Indemnitee may seek indemnification, the Manager may, in its sole discretion, notify the Members at such time that such proceeding or settlement discussions may require a Giveback under Section 15.6.A (which notice shall include a brief description of each such proceeding (and of the Claims associated with such proceeding, if then known) or of such Claims), and the obligation of the Members to return all or any portion of such Distributions (as specified in such notice) for the purpose of meeting the Company's obligations shall survive with respect to each such proceeding, liability, and Claim set forth in such notice until the date that such proceeding, liability, or Claim ultimately is resolved and satisfied. For the sake of clarity, any payments required pursuant to Section 5.5.C or Section 5.5.D shall be independent of, and not deemed part of, any Giveback obligation.

C. If any Member is an agency or instrumentality of a state, and if a provision of this Section 15.6 is inconsistent with the constitution or any other law of such state, then such Member and the Manager shall enter into alternative arrangements regarding such provision so that the economic benefits of the Company to such Member are not materially more favorable to such Member than the economic benefits received or to be received by Members generally (as determined by the Manager in good faith).

15.7. Indemnification Expenses. Expenses reasonably incurred by a Company Indemnitee and any person entitled to indemnification pursuant to this Section 15 in defense or settlement of any claim that may be subject to a right of indemnification hereunder, shall be advanced and paid when due by the Company (even if prior to the final determination of availability of indemnification) upon receipt of an undertaking by or on behalf of the Company Indemnitee, in form and substance reasonably acceptable to the Manager, to repay such amount to the extent that it shall be determined ultimately that such Company Indemnitee is not entitled to be indemnified hereunder.

16. Removal and Replacement of the Manager.

16.1. Removal for Breach of Standard of Conduct or Disabling Event. Upon a determination by the Members (not including the Interests held by the Manager or any of its Affiliates or of any Defaulting Member) that the Manager has committed an uncured Breach of Standard of Conduct, a Super-Majority in Interest of the Members (not including the Interests held by the Manager or any of its Affiliates or of any Defaulting Members), may vote to remove the Manager (any such affirmative vote, a "**Removal**"), which such Removal, consistent with Section 8.1.A(1), may be effected by a written Consent. The Manager will also cease to be the manager of

the Company upon a Disabling Event with respect to the Manager. Except as otherwise required by law or elsewhere in this Agreement, the Manager may only be removed pursuant to this Section 16.

16.2. Effect of Removal and Replacement Manager. The removal of the Manager as manager shall not affect the Manager's rights as a Member if applicable and shall not constitute a withdrawal by such Manager as a Member. Regardless of the reason for the removal of the Manager as manager of the Company, neither the Manager nor any of its Affiliates will forfeit any of its economic interests in the Company or its Subsidiaries, including without limitation, the Carried Interest (provided, however, that the Manager shall be responsible for the amount of any actual losses, costs, and expenses (including, but not limited to, attorneys' fees) resulting from or caused by the actions resulting in the Manager's removal). Following the removal of the Manager as the manager of the Company, a Majority in Interest of the Members (not including the Equity Interests held by any Defaulting Members) may elect a replacement manager.

17. Dissolution; Liquidation; Termination.

17.1. Dissolution. The Company will dissolve on the earliest of:

A. The determination of the Manager to dissolve the Company, provided that a Super-Majority in Interest of the Members Consent to such dissolution;

B. The Consent of a Super-Majority in Interest of the Members upon an uncured Breach of Standard of Conduct by the Manager;

C. the date, at any time, on which there are no Members of the Company, unless the business of the Company is continued in accordance with the Act;

D. the occurrence of any event which, as a matter of law, requires that the Company be dissolved;

E. the expiration of the Term as provided in Section 2.2; or

F. at the election of the Manager, at any time after the first date following the completion or sale of all or substantially all of the assets of the Company.

17.2. Liquidation of the Company.

A. General. Upon the dissolution of the Company, the Manager shall commence the orderly winding up and liquidation of the Company in accordance with this Section 17.2 and the Act. Upon the dissolution of the Company, for any reason whatsoever, the Company will continue in existence solely for the purpose of winding up and liquidating its affairs, but (consistent with the Act) dissolution shall not alter or have any impact on the validity of the debts and obligations of the Company. The dissolution, liquidation, and termination will be conducted and supervised by the Manager or such other Person appointed as a liquidating agent by the Manager (the Manager or such Person, the "**Liquidating Agent**"). The Liquidating Agent will have all of the rights, powers, and authority with respect to the assets and liabilities of the Company in connection with the dissolution, liquidation, and termination of the Company that the Manager

has with respect to the assets and liabilities of the Company during the Term, and the Liquidating Agent is hereby expressly authorized and empowered to execute any and all documents necessary or desirable to effectuate the liquidation of the Company and the transfer of any assets or liabilities of the Company. The Liquidating Agent will have the right from time to time, by revocable powers of attorney, to delegate to one or more Persons any or all of such rights and powers and such authority and power to execute documents and, in connection therewith, to fix the reasonable compensation of each such Person, which compensation will be charged as an expense of liquidation. The Liquidating Agent shall use commercially reasonable efforts to liquidate the Company as promptly as practicable after the dissolution of the Company, consistent with realizing the value of Company assets. Without limiting the rights, powers, and authority of the Liquidating Agent as provided in this Section 17.2.A, any Company asset that the Liquidating Agent sells will be sold at such price and on such terms as the Liquidating Agent may, in its sole and absolute discretion, deem appropriate.

B. Priority on Liquidation; Distributions. The proceeds of liquidation will be applied in the following order of priority:

(1) to creditors of the Company, including Members who are creditors (except withdrawn Members pursuant to Section 4.6.F), to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof), including without limitation:

(a) paying the costs and expenses of the dissolution and liquidation;

(b) paying the remaining debts and liabilities of the Company to all creditors of the Company (including, without limitation, any liability to any Member, except withdrawn Members pursuant to Section 4.6.F);

(c) establishing any reserves that the Liquidating Agent may deem necessary or advisable, in its sole and absolute discretion, for any contingent, conditional or unmatured liability of the Company to all Persons who are not Members; and

(d) establishing any reserves that the Liquidating Agent may deem necessary or advisable, in its sole and absolute discretion, for any contingent, conditional or unmatured liability of the Company to the Members;

(2) to pay any outstanding balances of promissory notes payable to withdrawn Members pursuant to Section 4.6.F (such amounts to be allocated among the withdrawn Members on a pro rata basis in accordance with the outstanding balance of each such promissory note); and

(3) the balance, if any, to be distributed to the Members in accordance with their respective positive Capital Account balances under Section 9.6. Any such Distributions will, to the extent practicable, be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations.

C. Orderly Liquidation. A reasonable time will be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities so as to minimize the losses normally attendant upon a liquidation.

D. Source of Distributions. No Liquidating Agent (whether the Manager or another Person) is liable out of its own assets for the return of the Capital Contributions of the Members, it being expressly understood that any such return will be made solely from the Company's assets and will only be required to the extent provided in Sections 9.2 and 9.6.

E. Statements on Termination. Upon the completion of the liquidation of the Company, each Member will be furnished with a statement prepared by the Company's accountant, which statement will set forth the assets and liabilities of the Company as at the date of complete liquidation and each Member's share thereof. Upon completion of the liquidation of the Company pursuant to this Section 17.2, the Liquidating Agent shall execute, acknowledge, and cause to be filed a certificate of cancellation of the Company and the Company shall terminate.

17.3. **Impact of Dissolution, Etc. of Members.** The occurrence of a Disabling Event or withdrawal in respect of a Member will not dissolve the Company, and the Company will continue in a reconstituted form, if necessary, without any action on the part of the remaining Members. The trustee, executor, administrator, committee, or guardian of the Member or of the Member's estate, as the case may be, has all the rights of the Member for the purpose of settling or managing the estate and such power as such Member possessed to assign all or part of such Member's Equity Interest, provided that any such trustee, executor, administrator, committee or guardian may become a Substitute Member only upon compliance with the provisions of Section 14.4.

18. Amendments.

18.1. **General.**

A. Except as required by law or for an amendment to Schedule A hereto as provided in this Agreement, the provisions of this Agreement may be amended or waived at any time and from time to time with the Consent of the Manager and a Majority in Interest. The Manager may amend Schedule A hereto at any time and from time to time without the Consent of any other Member to reflect the admission or withdrawal of any Member, or a change in any Member's Capital Contributions, pursuant to the terms of this Agreement.

B. Notwithstanding the foregoing, any provision of this Agreement that permits or requires the vote or Consent of Members representing greater than a majority of the voting Equity Interests of the Members may only be amended with the Consent of holders of Equity Interests representing the same percentage of the voting Equity Interests that is required to approve the vote or Consent permitted or required by the Section of this Agreement to be amended.

C. No amendment shall become effective without the unanimous Consent of the Members adversely affected if such amendment would materially, adversely, and disproportionately amend the provisions of this Agreement relating to the amount of Distributions a Member would receive when compared with the intended Distributions to such Member under the priorities set forth in Section 9.2 (determined without regard to the Capital Account balances of the Members).

18.2. **Unilateral Amendments.** Notwithstanding anything contained herein to the contrary (except Section 18.1.C), the Manager shall have the unilateral authority to amend this Agreement, upon delivery of a notice to the Members, to: (i) add to the Manager's duties or surrender any right or power granted to it; (ii) cure ambiguities, make corrections, comply with changes in the law, or otherwise clarify terms and provisions; (iii) delete or add any provision requested by any federal or state "blue sky" agency to the extent deemed to be for the benefit or protection of some or all of the Members; (iv) effectuate the admission or withdrawal of Members (or the Transfer of a Member's Interest) in accordance with the terms of this Agreement; (v) make amendments to this Agreement without the Consent of a Member in order to reflect changes made to this Agreement or any Parallel Investment Vehicle Agreement in response to the comments of Members of this or any other Parallel Investment Vehicle admitted at Subsequent Closings if such amendments do not adversely affect such previously admitted Member; (vi) improve, upon the advice of counsel to the Company, the Company's position in (A) satisfying any Investment Company Act exemptions, (B) qualifying for any applicable ERISA plan asset exemptions, (C) sustaining any tax positions of the Company or those of any of its Members upon the advice of counsel (including without limitation with respect to UBTI), (D) avoiding publicly traded partnership status for the Company, (E) making a Safe Harbor Election as permitted under Section 13.7.E, or (F) preventing the Members' final Capital Accounts from deviating from the intended priority cash Distributions described in this Agreement by amending the allocation provisions of Section 10; (vii) reflect the redemption of the portion of the Interest of a Member or a change in the Member's Equity Interests in the Company; or (viii) revise the allocation provisions pursuant to Section 10.3.B (collectively, the "**Unilateral Amendments**"); *provided that* no such Unilateral Amendment may materially, adversely, and disproportionately affect a Member without such Member's Consent. Copies of any such Unilateral Amendments shall be forwarded to all Members by the Manager.

18.3. **Execution.** Upon the adoption of any amendment to or restatement of this Agreement, the amendment or restatement shall be executed by the Manager on behalf of all of the Members by the power of attorney granted pursuant to Section 19. The Manager may execute any such duly adopted amendment on behalf of the Members and each of them. The Manager will provide the Members with notice of any amendments.

18.4. **Request for Consent.** Any request for Consent of the Members in this Section 18 shall be made by written notification from the Manager to each of the Members at the address listed on **Schedule A**. Failure of a Member to respond within ten (10) Business Days after notification is sent shall be deemed a Consent to the proposed amendment by such Member.

19. **Power of Attorney.**

19.1. **General.** Each Member irrevocably constitutes and appoints the Manager and any Liquidating Agent, and each general partner, manager, managing member, or officer of the Manager and Liquidating Agent as the true and lawful attorney in fact of such Member to execute, acknowledge, swear to and file any of the following:

A. The Certificate, and any amendment to or certificate of cancellation of the Certificate pursuant to the Act, provided, that no such certificate or amendment shall have the effect of amending this Agreement except as permitted by this Agreement;

B. Any certificate or other instrument (i) that may be required to be filed by the Company under the laws of the United States, the State of Delaware, the State of Georgia, or any other jurisdiction, or (ii) that the Liquidating Agent shall deem necessary to file to effect the dissolution, winding up, or termination of the Company; *provided, that* no such certificate or instrument shall have the effect of amending this Agreement except as permitted by this Agreement;

C. Any amendment to this Agreement that the Manager is authorized and empowered to adopt pursuant to Section 18.2 or that has been approved by the Members pursuant to Section 18.1;

D. Any and all documents determined by the Manager, in its sole and absolute discretion, to be necessary to effectuate the Transfer of any interests in the Company of a Defaulting Member to any other Person as permitted or required under Section 4.5 or the redemption of any Member's Interest required under this Agreement or by agreement with such Member and the Company;

E. Any other amendment to this Agreement that may be made by the Manager, without further vote or action of the Members or that has received the required Consent of the Members to the extent such Consent is required;

F. All other filings with agencies of the federal government, or 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 and the business of the Company, provided, that no such certificate or instrument shall have the effect of amending this Agreement except as permitted by this Agreement; and

G. Such other documents, certificates, and other instruments as set forth in the Subscription Agreement.

19.2. Coupled with An Interest. It is expressly acknowledged by each Member that the foregoing power of attorney is coupled with an interest and shall survive death, legal incapacity, bankruptcy, insolvency, assignment for the benefit of creditors and assignment by a Member of its Interest in the Company; *provided, however*, that if a Member assigns all of its Equity Interest and the assignee, in accordance with the provisions of this Agreement, becomes a Substitute Member, such power of attorney survives such assignment only for the purpose of enabling the Manager to execute, acknowledge, swear to, and file any and all instruments necessary to effect such substitution. This power of attorney may be exercised by such attorney-in-fact for all Members (or any of them) by a single signature of the Manager acting as attorney-in-fact, with or without listing all of the Members executing an instrument.

20. Miscellaneous.

20.1. Further Assurances. The Members agree to execute such instruments and documents as may be required by the Act or by law or that the Manager reasonably deems necessary or appropriate to carry out the intent of this Agreement so long as they do not alter the rights and obligations of the Members under this Agreement.

20.2. **Successors and Assigns.** The agreements contained herein are binding upon and inure to the benefit of the permitted successors and assigns of the respective parties hereto.

20.3. **Governing Law.** This Agreement is governed by, and is to be construed in accordance with, the Act and judicial interpretations thereof to the extent applicable and otherwise in accordance with the laws of the State of Delaware (without regard to conflicts of laws principles), and, to the maximum extent possible, in such manner as to comply with all the terms and conditions of the Act, as amended from time to time. In the event of any inconsistency between any terms and conditions contained in this Agreement and any provisions of the Act, the terms of this Agreement govern and control except to the extent the applicable provision of the Act cannot be waived.

20.4. **Severability.** If any one or more of the provisions contained in this Agreement, or any application thereof, is invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and all other applications thereof will not in any way be affected or impaired thereby, unless the absence of the invalid, illegal, or unenforceable provision would materially affect the respective interests of the Members, in which case the Members shall use their best efforts to make such changes or adjustments in this Agreement as would restore the respective economic interests of the Members as originally contemplated hereby.

20.5. **Counterparts; Electronic Execution.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original of this Agreement binding on the parties hereto. The exchange of copies of this Agreement and of executed signature pages of this Agreement by electronic means (including facsimile transmission, electronic imaging (such as via Portable Document Format (PDF), or electronic execution technology (such as DocuSign or similar technologies)) will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. The signature of a party transmitted electronically (including by facsimile, electronic imaging, or electronic execution technology) will be deemed to be such party's original signature for all purposes. The Manager may execute this Agreement on behalf of one or more Members pursuant to the power of attorney granted to the Manager by such Members in each of their Subscription Agreements.

20.6. **Entire Agreement.** This Agreement, including, without limitation, **Schedule A** hereto, and, with respect to each Member, the Subscription Agreement executed and delivered by such Member, and any Side Letter with such Member entered into by the Manager on behalf of the Company, each as modified from time to time, together with all Attachments hereto and thereto, represents the entire agreement among the parties hereto with respect to the subject matter hereof. In the event of any inconsistencies between any terms and conditions contained in this Agreement, and any provisions of any Subscription Agreement or the Private Placement Memorandum, the terms of this Agreement govern and control. A breach by any Member under its Subscription Agreement or Side Letter will be treated as a breach by such Member of this Agreement, and each Member hereby Consents to such treatment. Notwithstanding any other provision of this Agreement (including Section 18) or any Subscription Agreement, in addition to this Agreement and the Subscription Agreements, the Members hereby acknowledge and agree that the Manager, on its own behalf or on behalf of the Company, may enter into Side Letters with any Member without the Consent of any Person, including any other Member, that has the effect of establishing

rights under, or altering or supplementing the terms of, this Agreement and of any Subscription Agreement. The Members hereby further agree that the terms of any such Side Letters will govern with respect to such Member notwithstanding the provisions of this Agreement or any of the Subscription Agreements. Notwithstanding the foregoing, except as provided in any Side Letter, Sections 5.2.M and 5.2.O of this Agreement controls, and no investor in the Company or any other Parallel Investment Vehicle will be entitled to any more favorable provision than is set forth in this Agreement or the applicable Parallel Investment Vehicle Agreement or Side Letter for such investor. For the avoidance of doubt, nothing in Section 20.9 precludes the Manager from disclosing the identity of a Member and the contents of the Member's Side Letter to another investor, prospective Member, lender, other prospective investor in a subsequent collective investment vehicle, prospective partners, or other Persons if the Manager believes it will be beneficial to the Company's or Manager's business or that of another entity sponsored by Affiliates of the Manager (and to its professionals under a duty of confidentiality); however, the Manager will have no obligation to do so except to the extent a Member is entitled to see or obtain the benefits of such other Member's Side Letter in such pursuant to such first Member's Side Letter.

20.7. Force Majeure. If the Act or this Agreement requires the Manager or the Company to take any action within a prescribed time period, that party will have an additional time period to take such action if the following occur: bank holidays, actions of governmental agencies, acts of God, terrorist acts, financial crises of a nature materially affecting the purchase and sale of securities or real estate, or other events beyond the reasonable control of the Manager. The additional time will equal a period relating to the event causing the delay. However, the Manager and Company will not be excused from performing their obligations.

20.8. Notices. All notices, demands, solicitations of consent or approval, and other communications hereunder must be in writing and will be sufficiently given if personally delivered, sent by electronic transmission, or sent postage prepaid by overnight courier or registered or certified mail, return receipt requested, addressed as follows: if intended for the Company or the Manager, to the Company's principal office determined pursuant to Section 2.5 hereof, and if intended for any Member to the address of such Member set forth in the Subscription Agreement of such Member, or to such other address as such Member may designate from time to time by written notice. Notices will be deemed to have been given when: personally delivered or when transmitted on a Business Day by electronic transmission with confirmation of receipt (including by reply email, which shall constitute confirmation of receipt), or, if mailed or sent by overnight courier, on the date mailed or delivered to such overnight courier, and notices will be deemed to have been received when personally delivered or when transmitted on a Business Day by electronic transmission with confirmation of receipt (or, if there is no electronic confirmation of receipt, when the sender is notified by any reply email to such email or acknowledgment of such email), if sent before 5:00 p.m. local time of the recipient on a Business Day, otherwise the following Business Day, or, if mailed or sent by overnight courier, on the date on which actually received. The time to respond to any notice begins on the date of delivery (or date of refusal of delivery during normal business hours on a Business Day). The provisions of this Section do not prohibit the giving of written notice in any other manner; *provided that* any such written notice will be deemed given only when actually received.

20.9. Confidentiality.

A. All information relating to the Manager, the Company, any Parallel Investment Vehicles, any Alternative Investment Vehicles, a Co-investment Venture, their Subsidiaries, any of their Affiliates, any Member, any Permitted Investment, or the business or operations of such Persons marked as confidential or of a nature one could reasonably expect was provided under an expectation to maintain its confidentiality (including, without limitation, processes, plans, data, reports, drawings, documents, business secrets, financial information, or information of any other kind) received by any Member (“**Confidential Information**”) shall be received and maintained in confidence by such Member. Notwithstanding anything contained in this Agreement to the contrary, **Schedule A** to this Agreement is a confidential document of the Company and the Manager. For purposes of this Agreement, each Member acknowledges and agrees that the Manager may withhold information the Members might otherwise be entitled to receive to the extent the Manager withholds such information from all Members and with respect to information (i) that the Manager reasonably believes to be in the nature of trade secrets, (ii) that the Manager or the Company, Parallel Investment Vehicles, Alternative Investment Vehicles, or a Co-investment Ventures, is required by law or agreement with a third party to keep confidential, or (iii) the disclosure of which could reasonably be expected to result in a violation of federal, state, or other securities laws.

B. Confidential Information may be used by a Member only for the purpose of monitoring its investment in the Company and evaluating the performance of the Manager and ensuring its compliance with the Agreement, such Member’s Subscription Agreement, or any Side Letter with such Member (the “**Permitted Purposes**”). The Members agree that they will not use any Confidential Information for any other purpose, including, without limitation, in conducting or furthering their own business or that of any of their Affiliates or any competing business.

C. The obligations of limited use and nondisclosure contained in this Section 20.9 will not (i) restrict the disclosure of Confidential Information to a Member’s attorneys, tax advisors, accountants or other professional advisors or consultants who have a reason to have access to such Confidential Information in connection with their duties and responsibilities to such Member relating to a Permitted Purpose (so long as such Persons are under an obligation of confidentiality consistent with the terms of this Section 20.9), (ii) restrict the disclosure of Confidential Information by a Member to the extent such disclosure is required by any governmental or regulatory authority or court entitled by law to such disclosure, or that is required by law to be disclosed, provided that such Member promptly notifies the Manager when such requirement to disclose arises (but only to the extent such notification by such Member is permitted by law) to enable the Manager to seek an appropriate protective order and to make known to such governmental or regulatory authority or court the proprietary nature of the Confidential Information and to make any applicable claim of confidentiality in respect thereof, and provided, further, that such party only makes such disclosure to the extent it is required to do so by law; (iii) restrict the disclosure of Confidential Information by a Member to the extent permitted with the written Consent of the Manager, or (iv) apply to information that (x) was publicly known or otherwise known to a Member prior to the time it was disclosed pursuant to this Agreement (as can be demonstrated by the written records of the recipient) and was not otherwise subject to any restriction on disclosure by such Member, (y) subsequently becomes publicly known through no act or omission by a Member or any person acting on a Member’s behalf, or (z) otherwise becomes

known to a Member without breach of this Agreement (other than through disclosure by the Company or the Manager) or any other contractual, legal, or fiduciary obligation and is not otherwise subject to any restriction on disclosure by such Member. Each Member agrees (A) to cooperate in any action that the Manager may decide to take to prevent or minimize the disclosure of such Confidential Information; (B) that all Confidential Information is and will be the exclusive property of the Manager and its Affiliates, and upon the request of the Manager, a Member shall immediately return, delete, or destroy all Confidential Information, including all copies or derivations thereof, held by such Member (other than Confidential Information that constitutes tax information or other financial information necessary for such Member's internal and external audit activities); and (C) that the misappropriation or unauthorized disclosure of Confidential Information by a Member is likely to cause substantial and irreparable damage to the Company, the Manager, and/or one or more of their Affiliates such that damages at law may not be an adequate remedy for breach of this Section 20.9; accordingly, and notwithstanding Section 20.15, the Company, the Manager, and their Affiliates are entitled to seek injunctive and other equitable relief in any court of competent jurisdiction, in addition to all other remedies available to them at law or at equity, and, to the fullest extent permitted by law, no bond or proof of special or irreparable damages shall be necessary for the enforcement of this Section 20.9.

D. With respect to any Member who is subject to any law, rule, or regulation that would require such Member to publicly disclose information upon request of a third party or otherwise, the Manager consents to disclosures of information relating to the Company solely to the extent required by such applicable law, rule, or regulation provided: (i) the Manager and the Company may pursue any rights it or they may have under applicable law to limit the disclosure of such information; (ii) such Member agrees to notify the Manager as promptly as it becomes aware of a written request for information in the event a written request for information relating to the Company or such Member's investment in the Company, whether directly in the Company or through any Parallel Investment Vehicles and Alternative Investment Vehicles, that could reasonably be expected to be considered Confidential Information of the Manager or the Company is received; and (iii) to the extent permitted by applicable law, the Member shall cooperate in any action that the Manager may decide to take to prevent or minimize the disclosure of Confidential Information.

E. Each Member acknowledges that the Manager may release the identity of a Member if the Manager determines that such release is in the best interest of the Company, including (i) in connection with any actual or potential Investment, (ii) if the Company or the Manager's counsel advises that information be disclosed in light of applicable law or regulation (including anti-money laundering or anti-terrorist financing laws or regulations), or (iii) in connection with the incurrence of any indebtedness, guarantees, or other obligations of the Company. In addition, the Manager may disclose to investors and prospective investors the identity of a Member and the fact that the Member invested in the Company in connection with the marketing activities of the Company or a future fund or joint venture sponsored by the Manager or an Affiliate.

F. Notwithstanding anything contained in this Agreement to the contrary, each Member (and any employee, representative or other agent thereof) may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of, and all tax strategies relating to, the Company, such Member's ownership of an Interest in the Company, and any

Company transaction and all materials of any kind (including opinions and other tax analyses) that are provided to such Member relating to such tax treatment, tax structure, and tax strategies. For this purpose, “tax structure” means any facts relevant to the federal or state income tax treatment of the Company, such Member’s ownership of an Interest in the Company, and any Company transaction, and does not include information relating to the identity of the Members, any Permitted Investment, or any of their respective Affiliates. Nothing in this Section 20.9.F requires the Manager to disclose to any Member any information that the Manager is permitted or is required to keep confidential in accordance with this Agreement, the Act, or otherwise.

G. Notwithstanding anything to the contrary contained in this Agreement, the Manager, in its own name and on behalf of the Company, is authorized without the Consent of any Person, including any other Member, to take such action as it determines in its sole discretion to be necessary or advisable to comply with any anti-money laundering or anti-terrorist financing laws, rules, regulations, directives, or special measures.

20.10. No Right of Partition for Redemption. To the fullest extent permitted by law, no Member, and no successor in interest to any Member, has the right while this Agreement remains in effect to have the property of the Company partitioned, or to file a complaint or institute any proceeding at law or in equity to have the property of the Company partitioned or, except on such terms and conditions as the Manager may, in its sole and absolute discretion, approve, to require the redemption of its Interest in the Company, or to cause a judicial dissolution of the Company.

20.11. Third Party Beneficiaries. Except with respect to Sections 4.4.F (grant of security interest), 5.8 (allowing third parties to rely on the Manager’s authority), 13 (with respect to certain reporting requirements), and 15 (with respect to the Company Indemnitees), the provisions of this Agreement are not intended to be for the benefit of any creditor or other person to whom any debts or obligations are owed by, or who may have any claim against or with respect to, the Company or any of its Members, except for Members, in their capacities as such. Except as provided in this Section 20.11, and notwithstanding any contrary provision of this Agreement, no such creditor or person obtains any rights under this Agreement or, by reason of this Agreement, is permitted to make any claim against the Company or any Member.

20.12. UCC Article 8 Election. Equity Interests in the Company are securities within the meaning of, and will be governed by, Article 8 of the Uniform Commercial Code (including Section 8-102(a)(15) thereof) as in effect from time to time in the State of Delaware, and Article 8 of the Uniform Commercial Code of any other applicable jurisdiction that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995. Notwithstanding any provision of this Agreement to the contrary, to the extent that any provision of this Agreement is inconsistent with any non-waivable provision of Article 8 of the Uniform Commercial Code as in effect in the State of Delaware (6 Del. C. § 8-101, et seq.) (the “UCC”), such provision of Article 8 of the UCC controls.

20.13. Ownership and Use of Name. The entire right, title and interest to the names CEDARst Dev Fund Investor, LLC, CEDARst Dev Fund Shareholder, LLC, CEDARst GP Development Fund, LLC, CEDARst (and any variations thereof) and the goodwill attached thereto

are the sole and exclusive property of Affiliates of the Manager, which rights survive the liquidation and termination of the Company. Upon any withdrawal or removal of the Manager, the Company shall immediately cease using any name including the word “CEDARst” (and any variations of the foregoing) and shall execute and deliver to the Manager or its designee an assignment of any and all right, title and interest in and to such names.

20.14. Legal Counsel and Other Professionals. Each Member hereby agrees and acknowledges that:

A. The Manager has retained Morris, Manning & Martin, LLP (“MMM”) in connection with the formation of the Manager, the Company, the Fund, their Subsidiaries and any Parallel Investment Vehicles, Alternative Investment Vehicles, and Co-investment Ventures (and their Affiliates and Subsidiaries) and expects to retain such firm in connection with the operation of the Company, the Fund, the Manager, any Parallel Investment Vehicles, and any Co-investment Ventures (and one or more of their Affiliates and Subsidiaries) including in connection with the offering of the Equity Interests to Members and making, holding, and disposing of Investments. MMM has not and is not representing any of the Members, and no legal counsel has been retained by the Manager, the Company, the Fund or their Affiliates to represent the Members with respect to such investments, in connection with the formation of the Company (and its Subsidiaries), the offering of Equity Interests in the Company, the management and operation of the Company (and its Subsidiaries), or any dispute which may arise between the Members on the one hand and the Manager, the Company, any Parallel Investment Vehicles, any Co-investment Ventures (or their respective Subsidiaries), and any Affiliate of the Manager, on the other hand.

B. Not MMM nor any appraiser, accountant, or other professional (other than law firms) who at any time provides services to the Manager, Company or Fund (or their respective Subsidiaries) will be disqualified from acting in such capacity because such Person also provides other services to the Company, the Fund, the Manager, or any Affiliates or Subsidiaries of any such Persons in connection with the transactions contemplated by this Agreement or any other transactions at any time.

C. Each Member hereby consents to the provisions of Section 20.14.A and 20.14.B and waives any potential conflict of interest.

20.15. Arbitration and Certain Litigation Matters.

A. Except as provided in Section 20.9.C, any dispute between the Manager and the Members with respect to any Breach of Standard of Conduct or any conflict of interest between the Manager and the Company, any interpretation of this Agreement, any Co-investment Venture Agreement, any Parallel Investment Vehicle Agreement, any Subscription Agreement, the Private Placement Memorandum, or the Company’s business or affairs must be submitted to expedited arbitration as provided below.

B. The prevailing party in any arbitration or litigation (including any litigation pursuant to Section 20.9.C), shall be reimbursed for its costs (including attorneys’ fees and expenses) by the nonprevailing party at the conclusion of such proceeding.

C. If any dispute arises concerning the interpretation, validity, or performance of this Agreement or any of its terms and provisions, including but not limited to the issue of whether or not a dispute is arbitrable, then the parties shall submit such dispute for binding determination before a retired judge selected from JAMS (or any similar organization mutually acceptable to the parties). The parties shall mutually agree on one arbitrator from the list provided by the arbitrating organization; *provided that* if the parties cannot agree, then each party shall select one arbitrator from the list, and the two (2) arbitrators so selected shall agree upon a third arbitrator chosen from the same list, which third arbitrator shall determine the dispute. The arbitration will take place in the City of Chicago, State of Illinois, and will be conducted in accordance with the then prevailing expedited arbitration rules of the arbitrating organization, except as set forth in this Section 20.15. The parties will have the rights of discovery set forth in JAMS Comprehensive Arbitration Rules 16.1 and 16.2 as existing on the date hereof or as may be changed from time to time by JAMS. The arbitrator must apply Delaware substantive law to the proceeding. The arbitrator will have the power to grant all legal and equitable remedies including provisional remedies and award compensatory damages provided by law, however, the arbitrator may not order relief in excess of what a court could order. The arbitrator may not award punitive or exemplary damages. The arbitrator shall prepare and provide the parties with a written award. Upon the request of either party to the arbitration, the arbitrator will prepare written factual findings and the legal reasoning upon which the award is based. The arbitrator will not have the power to commit errors of law or legal reasoning or to make findings of fact except upon sufficiency of the evidence. The arbitrator shall award costs and attorneys' fees in accordance with the terms and conditions of this Agreement. Any court situated in Chicago, Illinois and having jurisdiction may enter judgment on the award rendered by the arbitrator, or correct or vacate such award to the extent allowed by applicable law. **The parties understand that by agreeing to binding arbitration they are giving up the rights they may otherwise have to trial by a court or a jury and all rights of appeal in a court of law, and to an award of punitive or exemplary damages.** Pending resolution of any arbitration proceeding, either party may apply to any court of competent jurisdiction situated in Chicago, Illinois for any provisional remedy, including but not limited to a temporary restraining order or a preliminary injunction (excluding however, any dispute relating to discovery matters) and for enforcement of any such order with such state and federal courts in Chicago, Illinois having exclusive jurisdiction to hear such matters. The application for or enforcement of any provisional remedy by a party will not operate as a waiver of the within agreement to submit a dispute to binding arbitration. Subject to the ultimate award of costs pursuant to the provisions of this Section 20.15, the costs of the arbitrators and the arbitration shall be borne and paid when due equally by each of the respective parties to the arbitration during the arbitration (with interest payable by any party who does not pay such costs when due at the lesser of 25% per annum or the maximum rate allowed by law, compounded annually, plus costs of collection), and if a Member fails to pay its share of such costs when due, such Member will be treated as a Defaulting Member under this Agreement.

D. Notwithstanding any provision of the Agreement to the contrary, this Section 20.15 shall be construed to the maximum extent possible to comply with the laws of the State of Delaware, including the Uniform Arbitration Act (10 Del. C. § 5701 et seq.) (the "**Delaware Arbitration Act**"). If, nevertheless, it is determined by a court of competent

jurisdiction that any provision or wording of this Section 20.15, including any rules of JAMS or any other arbitration organization selected by the parties pursuant to Section 20.15.C, is invalid or unenforceable under the Delaware Arbitration Act, or other applicable law, such invalidity will not invalidate all of this Section 20.15. In that case, this Section 20.15 will be construed so as to limit any term or provision so as to make it valid or enforceable within the requirements of the Delaware Arbitration Act or other applicable law, and, in the event such term or provision cannot be so limited, this Section 20.15 will be construed to omit such invalid or unenforceable provision.

20.16. Corporate Transparency Act. The Company will comply with its obligations under the Corporate Transparency Act of 2020 (as amended, the “**CTA**”) and with the regulations (the “**CTA Regulations**”) promulgated by the Financial Crimes Enforcement Network (“**FinCEN**”) thereunder. Accordingly:

A. Compliance Officer. The Manager will appoint an individual to serve as the CTA compliance officer (the “**Compliance Officer**”) with respect to the Company’s duties under the CTA. The Compliance Officer shall take any steps reasonably necessary or convenient to cause the Company to perform its obligations under the CTA and the CTA Regulations, including, without limitation, by causing the Company to file any beneficial ownership information report and certification that may be required thereunder.

B. Reports. The Compliance Officer will provide written reports to the Manager from time to time regarding the Company’s compliance with the CTA, but no less than once per year.

C. CTA Data. Except as provided in Section 20.16.D below, each Person who (i) owns, directly or indirectly, at least 25% of the aggregate “ownership interests” (as defined in the CTA (or CTA Regulations)), but generally includes all Persons owning, directly or indirectly, at least 25% of the aggregate Membership Interests in the Company, and/or (ii) exercises “substantial control” (as defined in the CTA (or CTA Regulations) and as described in Section 20.16.E) over the Company (any Person described in clause (i) or (ii), a “**Reporting Person**”), will provide to the Compliance Officer such Person’s: (A) full legal name, (B) date of birth, (C) current residential street address, (D) current business street address, and (E) a unique identifying number from one of the following documents: (1) a non-expired passport issued by the United States Government, (2) a non-expired identification document issued to the individual by a State, local government, or Indian tribe for the purpose of identifying the individual, (3) a non-expired driver’s license issued to the individual by a State, or (4) A non-expired passport issued by a foreign government to the individual, if the individual does not possess any of the documents described in paragraph (1), (2) or (3), and (F) an image of the document from which the unique identifying number in subclause (E) obtained which includes both the unique identifying number and photograph of the individual in sufficient quality to be legible or recognizable. The information described in this Section 20.16.C is hereinafter referred to as a Person’s “**CTA Data**”.

D. Indirect Ownership. With respect to any Reporting Person that is not a natural person, such Reporting Person shall provide CTA Data for each natural person (as applicable, an “**Indirect Owner**”) who owns, indirectly or beneficially, at least 25% of the aggregate “ownership interests” (as defined in the CTA or CTA Regulations) in the Company, through such Reporting Person.

E. Substantial Control Data. Each Member will also provide to the Compliance Officer any information or documents that may be required to determine whether such Member or any Indirect Owner has “substantial control” over the Company including, without limitation, by (i) serving as a senior officer of the Company, (ii) having authority, directly or indirectly, over the appointment or removal of any senior officer or a majority or dominant minority of the board of directors (or similar body) of the Company, (iii) having any (direct or indirect) direction, determination, or decision power over, or substantial influence over, important matters affecting the Company, including but not limited to: (A) the nature, scope, and attributes of the business of the Company, including the sale, lease, mortgage, or other transfer of any principal assets of the Company; (B) the reorganization, dissolution, or merger of the Company; (C) major expenditures or investments, issuances of any equity, incurrence of any significant debt, or approval of the operating budget of the Company; (D) the selection or termination of business lines or ventures, or geographic focus, of the Company; (E) compensation schemes and incentive programs for senior officers of the Company; (F) the entry into or termination, or the fulfillment or non-fulfillment of significant contracts of the Company; (G) amendments of any substantial governance documents of the Company, including the certificate of organization or similar formation documents, this Operating Agreement, and significant policies or procedures of the Company; and (H) any other form of direct or indirect substantial control over the Company. Information and documents provided by any Person for purposes of this Section 20.16.E is hereinafter referred to as “**Substantial Control Data.**”

F. Company Applicant. The Compliance Officer will collect CTA Data and Substantial Control Data from each individual who is a “company applicant” with respect to the Company, as such term is defined in the CTA Regulations.

G. FinCEN Identifier. In lieu of providing its CTA Data to the Compliance Officer, a Reporting Person (including an Indirect Owner) may provide its unique identifying number assigned by FinCEN to such Reporting Person (the “**FinCEN ID**”) to the Compliance Officer so long as (i) the CTA Data associated with such FinCEN ID is both current and accurate, and (ii) the Compliance Officer has consented to receiving such Reporting Person’s FinCEN ID (such consent not to be unreasonably withheld).

H. Safeguarding CTA Data. The Compliance Officer will safeguard the CTA Data and Substantial Control Data collected from Reporting Persons and any other Persons in accordance with this Section 20.16 through such methods and systems as the Compliance Officer and the Manager may determine.

I. Additional Obligations; Indemnification. Each Reporting Person and each Member providing Substantial Control Data will indemnify and defend the Company against any third-party claim, loss or expense incurred by the Company as a result of (i) any inaccuracy in any CTA Data or Substantial Control Data provided by such Person, or (ii) any failure of such Person to timely provide amended CTA Data or Substantial Control Data to the Compliance Officer. Each Person who owns an interest in the Company shall provide to the Company such information (including information about its beneficial owners) as the Manager or Compliance Officer may reasonably request to comply with the requirements of the CTA (and CTA Regulations), and shall update in writing to the Manager and Compliance Officer any information provided to the Manager or Compliance Officer no less than five (5) days after any change occurs.

[Signature Page Follows]

In Witness Whereof, the parties hereto have executed and entered into this Amended and Restated Limited Liability Company Agreement as of the day first above set forth.

MANAGER:

WAM DEV FUND, LLC, a Delaware limited liability company

By: _____
Alex Samoylovich, Manager

NON-MANAGER MEMBERS:

THE MANAGER HEREBY EXECUTES THIS AGREEMENT ON BEHALF OF EACH OF THE NON-MANAGER MEMBERS PURSUANT TO THE POWER OF ATTORNEY GRANTED TO THE MANAGER BY THE MEMBERS IN EACH OF THEIR SUBSCRIPTION AGREEMENTS

WAM DEV Fund, LLC, a Delaware limited liability company

By: _____
Alex Samoylovich, Manager, as Manager of WAM Dev Fund, LLC, as Manager of CEDARst Dev Fund Shareholder, LLC, as Power of Attorney for each of the Members listed on Schedule A hereto

*[Signature Page to Limited Liability Company Agreement of
CEDARst Dev Fund Shareholder, LLC]*

CEDARst Dev Fund Shareholder, LLC
Schedule A
Members and Capital Contributions

[See Attached]

Attachment A

Glossary of Defined Terms

Capitalized terms used in the Agreement (defined below) that are not otherwise defined in the text of the Agreement shall have the meanings set forth for such terms in this Attachment A.

“20% Beneficial Owner” means a Beneficial Owner of 20% or more of the Company’s outstanding Equity Interests, calculated on the basis of total voting power rather than on the basis of ownership of such Equity Interests.

“Act” has the meaning set forth in the Recitals (page 1).

“Additional Member” has the meaning set forth in Section 4.3.B(1) (page 7).

“Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, of the Member’s Capital Account as of the end of the Fiscal Year, after giving effect to the following adjustments: (a) there shall be credited to the Member’s Capital Account any amounts that the Member is obligated to restore pursuant to the terms of this Agreement or is deemed to be obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c), the second sentence of Treasury Regulations Section 1.704-2(g)(1), and the second sentence of Treasury Regulations Section 1.704-2(i)(5); and (b) there shall be debited to the Member’s Capital Account the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6). The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“Adjusted Cost” has the meaning set forth in Section 5.2.Q (page 16).

“Advisers Act” has the meaning set forth in Section 14.2.B(3) (page 40).

“Affiliate” means, with respect to a Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and with respect to the Manager, its members, officers and employees and their immediate family members. The term “control” (or any variation thereof) includes, without limitation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Affiliated Member” means any Member that is an Affiliate of the Manager.

“Aggregate Contributions” has the meaning set forth in Section 4.2.A (page 6).

“Agreement” has the meaning set forth in the opening paragraph of this document (page 1).

“Allocation Provisions” has the meaning set forth in Section 10.3.B (page B-2).

“Alternative Investment Vehicles” has the meaning set forth in Section 5.2.N (page 15).

“Asset Management Fees” has the meaning set forth in Section 6.2.A (page 23).

“Benefit Plan Investor” has the meaning set forth in the Plan Asset Regulations.

“Breach of Standard of Conduct” has the meaning set forth in Section 15.3.A (page 45).

“Business Day” means any day other than a Saturday, Sunday, or other day on which banks are authorized or required by law to be closed in Chicago, Illinois.

“Capital Account” means the separate account maintained by the Company for each Member in accordance with the principles and requirements set forth in Code Section 704(b) and the Treasury Regulations (with no double counting of items taken into account in the definition of Profits or Losses).

“Capital Contributions” of a Member means, as of any date of determination, the total dollar amount such Member has contributed to the equity capital of the Company and any payments on account of Asset Management Fees and Selling Commissions and Expenses, pursuant to the terms of this Agreement as of that date, without regard to any repayment thereof or Distributions in respect thereto. The Capital Contributions of the Members are set forth on **Schedule A**, as such schedule may be amended from time to time.

“Carried Interest” means the amounts distributed to the Manager under Sections 9.2.B (page 30), as well as any advances thereon pursuant to Section 9.5 (page 30).

“Cedar Investor” has the meaning set forth in the Recitals (page 1).

“Certificate” has the meaning set forth in the Recitals (page 1).

“Claims” has the meaning set forth in Section 15.3.B (page 45).

“Closing” means each event of consummation of the admission of Members to the Company on any Closing Date.

“Closing Date” means each date as of which the Manager accepts Subscription Agreements from any prospective Members, as determined by the Manager in its sole and absolute discretion.

“Code” means the U.S. Internal Revenue Code of 1986, as amended from time to time, or any successor federal income tax code.

“Co-investment Venture” has the meaning set forth in Section 7.2 (page 27).

“Co-investment Venture Agreement” has the meaning set forth in Section 7.2 (page 27).

1). **“Company”** has the meaning set forth in the opening paragraph of this Agreement (page 1).

“Company Expenses” means the sum of Organization and Offering Expenses plus Operational Expenses.

“Company Indemnitee” has the meaning set forth in Section 15.3.A (page 45).

“Company Regulatory Risk” means a material risk, as determined by the Manager, of subjecting the Company, the Manager, any Parallel Investment Vehicle, Alternative Investment Vehicle, the general partner, managing member, manager, or other control Person of any Parallel Investment Vehicle or Alternative Investment Vehicle, or any of their respective partners, members, managers, shareholders or owners, to any governmental law, rule, or regulation (or any violation thereof), any material filing or regulatory requirement (including registration with any governmental agency), to any material adverse effect, or to any material tax or increase in tax to which such Person would not otherwise be subject. Without limiting the generality of the foregoing, a Company Regulatory Risk would include causing, or being reasonably likely to cause, the Company, a Parallel Investment Vehicle, or the Manager (or any Affiliate thereof) (a) to have to register under any of the Federal Securities Laws, (b) to hold plan assets for purposes of ERISA, (c) to be a publicly traded partnership, or (d) to have an unaccredited investor as a Member or other holder of an Equity Interest.

“Competitive Fund” has the meaning set forth in Section 5.11.B (page 56).

“Confidential Information” has the meaning set forth in Section 20.9.A (page 56).

“Consent” has the meaning set forth in Section 8.1.A (page 28).

“Current Income” means, with respect to an Investment for any period, all proceeds received from that Investment with respect to such period, excluding Interim Event Proceeds, less Operational Expenses paid and reasonable reserves established with respect to such period for the payment of Operational Expenses anticipated to be allocated thereto, plus all reserved amounts that reduced Current Income for a prior period to the extent released from reserves with respect to the current period by the Manager, but disregarding Disposition Proceeds and any items of income or expense taken into account in determining Disposition Proceeds from that Investment.

“Dealer Manager Fees” has the meaning set forth in Section 6.3.C (page 24).

“Deemed Distribution” means the receipt (or deemed receipt) of Distributable Cash Flow by any Member pursuant to Sections 4.5.B (page 9), 9.5 (page 30), 9.8 (page 31), 9.9.A (page 31), 14.4.B (page 43) or any other provision of this Agreement.

“Default Date” has the meaning set forth in Section 4.5.B (page 9).

“Default Loan” has the meaning set forth in Section 4.5.B (page 9).

“Default Notice” has the meaning set forth in Section 4.5.A (page 9).

“Defaulting Member” has the meaning set forth in Section 4.5.A (page 9).

“Delaware Arbitration Act” has the meaning set forth in Section 20.15.D (page 60).

“Disabling Event” means, as to any Person, (a) the death, retirement, incapacity, or adjudication of incompetency or insanity of such Person; (b) the filing of a voluntary petition in bankruptcy, the entry of an order of relief in any bankruptcy or insolvency proceeding, or the entry of an order declaring such Person bankrupt or insolvent; (c) any involuntary proceeding seeking liquidation, reorganization or other relief against such Person under any bankruptcy, insolvency or other similar law now or hereafter in effect that has not been dismissed 120 days after the commencement thereof; (d) the dissolution or termination (other than by merger or consolidation), as the case may be, of such Person; or (e) the liquidation of such Person.

“Disposition of an Investment” or **“Disposition”** with respect to an Investment means the sale, exchange, or other disposition by the Company of all or any portion of such Investment for cash or property, and shall include the receipt by the Company of a liquidating dividend, other like distribution in cash on such Investment and distribution in-kind of all or any portion of an Investment. Interim Events are expressly excluded from the definition of, and shall not be, Dispositions.

“Disposition Proceeds” means the amount of the net cash proceeds or other in-kind distribution received by the Company due to the Disposition of an Investment, less Operational Expenses and reasonable reserves for the payment of anticipated future Operational Expenses, plus all previously reserved amounts to the extent released from reserves by the Manager in connection with such Disposition.

“Distributable Cash Flow” means (a) Current Income; (b) Disposition Proceeds, other than amounts that have been or are anticipated by the Manager in its reasonable discretion to be reinvested by the Company; (c) Interim Event Proceeds, other than amounts that have been or are anticipated by the Manager in its reasonable discretion to be reinvested by the Company; and (d) Short Term Investment Income; less any Tax Distributions made by the Company to the Members for such period, plus any Asset Management Fees previously paid and not previously accounted for in the calculation of Distributable Cash Flow.

“Distributions” means and refer to amounts from time to time distributed to the Members pursuant to Section 9 (page 29) and Section 17.2 (page 49).

“Economic Capital Account” means, with respect to any Member, such Member’s Capital Account as of the date of determination, after crediting to such Capital Account any amounts that the Member is deemed obligated to restore under Treasury Regulations Section 1.704-2.

“Effective Date” has the meaning set forth in the opening paragraph of this Agreement (page 1).

“Entity” means any company, corporation, limited liability company, unincorporated organization or association, trust or other entity and specifically excludes an individual.

“Entity Tax” has the meaning set forth in Section 5.5.D (page 18).

“Equity Interest” means, (a) with respect to any Member and the Company at any particular time, the entire right, title and interest of such Member in the Company and any appurtenant rights, including, without limitation, any voting rights, together with the obligations of such Member to comply with all the terms and provisions of this Agreement (including the obligation to contribute capital to the Company) and (b)) with respect to any other Person in relation to any other Entity at any particular time, the entire right, title and interest of such Person in the Entity and any appurtenant rights, including, without limitation, any voting rights, any rights to Distributions, and any rights to acquire further equity interests in such Entity, together with any obligations of such Person to comply with the terms and provisions of the governing documents of such Entity, including any obligation to contribute capital to such Entity.

“ERISA” means the U.S. Employee Retirement Income Security Act of 1974, as amended.

“ERISA Member” means each Member who is considered a “benefit plan investor” under Section 3(42) of ERISA.

“Estimated Value Capital Account” means, with respect to any Member, the amount such Member would receive in a hypothetical liquidation of the Company following a hypothetical sale of all of the assets of the Company at prices equal to their most recent Fair Values as determined in accordance with Section 5.10 (page 21), and the Distribution of the proceeds thereof to the Members pursuant to this Agreement (after the hypothetical payment of all actual Company indebtedness, and any other liabilities related to the Company’s assets, limited, in the case of non-recourse liabilities, to the collateral securing or otherwise available to satisfy such liabilities). The calculation of any Estimated Value Capital Account (including, without limitation, any valuation of the assets of the Company) shall be determined by the Manager in its sole and absolute discretion and may include estimated costs of liquidation.

“Fair Value” has the meaning set forth in Section 5.10 (page 21).

“Federal Securities Laws” means the Securities Act, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act, and the Advisers Act, each as may be amended from time to time.

“Final Closing” has the meaning set forth in Section 4.3.B(1) (page 7).

“Final Closing Date” has the meaning set forth in Section 4.3.B(1) (page 7).

“FINRA” has the meaning set forth in Section 6.3.C (page 24).

“FIRPTA” has the meaning set forth in Section 9.9.A (page 32).

“Fiscal Year” means the calendar year or, in the case of the first and the last fiscal years, the portion thereof commencing on the Initial Closing or ending on the date on which the winding up of the Company is completed, as the case may be.

“Formation Date” has the meaning set forth in the Recitals (page 1).

“Fund” has the meaning set forth in the Recitals (page 1).

“Fund Agreement” has the meaning set forth in the Recitals (page 1).

“GAAP” means accounting principles generally accepted in the United States applied on a consistent basis.

“Giveback” has the meaning set forth in Section 15.6.A (page 48).

“Gross Asset Value” means, with respect to any Investment or other asset of the Company, the asset’s adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed (or deemed contributed) by a Member to the Company shall be the fair market value of such asset at the time of such contribution, as determined by the Manager in good faith.

(b) The Gross Asset Value of any Company asset distributed (or deemed distributed) to a Member shall be the fair market value of such asset on the date of Distribution as determined by the Manager in good faith.

(c) The Gross Asset Values of all Company assets shall be adjusted to equal their respective fair market values, as determined by the Manager in good faith using such reasonable method of valuation as it may adopt, which shall not require an appraisal, as of the times listed below (provided, however, that notwithstanding anything contained herein to the contrary, the Members acknowledge and agree that the Manager will not, unless required to do so by the Code or the Treasury Regulations promulgated thereunder or the Manager determines to do so in its sole and absolute discretion, adjust the Gross Asset Values of Company assets upon the admission of any Additional Members to the Company on or before the Final Closing Date):

(i) immediately prior to the acquisition of an additional Interest in the Company by a new or existing Member in exchange for more than a *de minimis* amount of Capital Contributions, if it is determined by the Manager in good faith that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(ii) immediately prior to the Distribution by the Company to a Member of more than a *de minimis* amount of the Company property as consideration for an Interest in the Company if it is determined by the Manager in good faith that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company;

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

(iv) immediately prior to such other times as the Manager shall determine (in good faith, after consulting with Company counsel) to be necessary or advisable in order to comply with Treasury Regulations Section 1.704-1(b) and 1.704-2, including upon the

transfer or vesting of a compensatory interest in the Company as provided in the Treasury Regulations;

(d) The Gross Asset Values of Company assets shall 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), however, 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 shall not be adjusted pursuant to this subparagraph (d) to the extent that the Manager determines that an adjustment pursuant to subparagraph (b) or (c) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (d).

(e) If the Gross Asset Value of a Company asset has been determined or adjusted pursuant to subparagraph (a), (c), or (d), such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“Indemnitees” has the meaning set forth in Section 15.4.A (page 46).

“Initial Closing” means the first Closing.

“Initial Closing Date” means the date of the Initial Closing.

“Interests” means the Limited Liability Company interests in the Company.

“Interim Event” means a condemnation, casualty, financing or refinancing of an Investment, except for a condemnation or casualty without restoration of all or a substantial part of an Investment, in which event the condemnation or casualty without restoration shall constitute a Disposition of the affected portion of such Investment.

“Interim Event Proceeds” means the amount of the net cash proceeds from (x) any condemnation or casualty that are not used for reconstruction or repair of an Investment or repayment of indebtedness of the Company or expenses or reserves in connection therewith; and (y) any financing or refinancing to the extent that the proceeds of such financing or refinancing are not applied to the acquisition of an Investment or the repayment of any prior indebtedness of the Company or expenses or reserves in connection therewith.

“Interim Investments” means amounts that are held temporarily for future investment in Permitted Investments or other Company purposes and are invested in (a) direct obligations of, or obligations that are guaranteed by, the United States of America, or any agency, authority or instrumentality thereof and repurchase agreements with respect thereto, (b) certificates of deposit, checking and money market accounts, escrow accounts, time deposits, demand deposits and bankers acceptances of banks or trust companies, (c) commercial paper that is rated not less than prime-one or A-1 or their equivalents by Moody’s Investor Service, Inc. or Standard & Poor’s Ratings Group or their successors, (d) similar liquid securities intended to provide for the preservation of principal, and (e) mutual funds that invest primarily in one or more of the foregoing

(all of which may or may not bear interest as determined by the Manager in its sole and absolute discretion).

“Investment” means an asset constituting an Interim Investment or a Permitted Investment.

“Investment Committee” has the meaning set forth in Section 11.2.A (page 34).

“Investment Company Act” means the Investment Company Act of 1940, as amended.

“Investment Period” has the meaning set forth in Section 5.6.D (page 20).

“Investor Advisory Committee” has the meaning set forth in Section 11.1.A(1) (page 32).

“Liquidating Agent” has the meaning set forth in Section 17.2.A (page 49).

“Majority in Interest” means, as of any date of determination, means with respect to the Company, the holders of more than 50% of the Equity Interests (determined in accordance with Section 8.1.B); *provided that* in computing “Majority in Interest” for the Company, the Interests held by all Defaulting Members, if any, shall not be entitled to vote unless this Agreement specifies otherwise.

“Management Company” means CEDARst Investment Management LLC, an affiliate of the CEDARst Companies, or another Affiliate of the Company that provides investment management or advisory services to the Fund, and any successors thereto.

“Manager” has the meaning in the opening paragraph of this Agreement (page 1).

“Manager Group Contribution” has the meaning set forth in Section 4.1 (page 6).

“Managing Broker-Dealer” shall mean Arkadios Capital, LLC, a Georgia limited liability company and member of FINRA.

“Managing Dealer Fee” has the meaning set forth in Section 6.3.C (page 24).

“Marketing Reallowance Fee” has the meaning set forth in Section 6.3.C (page 24).

“Meeting” has the meaning set forth in Section 8.2 (page 29).

“Members” means the Manager and the other Members, including the Affiliated Members.

“MMM” has the meaning set forth in Section 20.14.A (page 59).

“Negotiated Promote” means the promote interest or carried interest (each of which may have multiple tiers) allocable to the Fund or Company as negotiated with third-party joint venture partners and distributable to the Fund or Company from Subsidiaries, property owners, and/or project entities. Profits above the negotiated hurdle rate(s) will be distributed to the Fund or

Company as a promote interest. Any such promote or carried interest payable to the Company (directly or indirectly through the Fund) shall be distributed to the Members pursuant to 9.2.B.

“Non-Insider Indemnitee” has the meaning set forth in Section 15.4.A (page 46).

“non-Managers” means any Member other than the Manager.

“Offering Period” has the meaning set forth in Section 4.3.B(1) (page 7).

“Offering Period Termination Date” has the meaning set forth in Section 4.3.B(1) (page 7).

“Operational Expenses” means all operating expenses of the Company, including the following:

- (a) out-of-pocket investment costs, such as brokerage commissions and finders’ fees and transfer taxes;

- (b) all expenses of the Company relating to investigating, acquiring, owning, financing, marketing, operating, managing, constructing, rehabilitating, insuring, repairing, renovating, leasing, remediating, monitoring, zoning, advertising, valuing, appraising and disposing of Investments (including reasonable travel and other out-of-pocket expenses, regardless of whether the potential investment is acquired);

- (c) fees and disbursements relating to any audit and accounting or bookkeeping or tax services with respect to, the books and records of the Company including, without limitation, the preparation of the periodic reports required to be delivered pursuant to Section 13, tax advice, tax projections, tax returns and K-1’s, the costs of verifying Distributions, models, valuations and tax allocations;

- (d) any sales, property or other taxes, fees or government charges which may be assessed against the Company;

- (e) fees and disbursements of attorneys, consultants, accountants, tax advisors, bookkeepers, administrators, third-party appraisers, other costs of valuation, third-party due diligence, third-party research services, and other professionals (including legal fees in connection with any legal opinions required to be delivered by or on behalf of the Company);

- (f) interest expense on borrowings permitted by the terms of this Agreement and all expenses incurred in negotiating, entering into, effecting, maintaining, varying and terminating any borrowing or guarantee permitted to be incurred by this Agreement;

- (g) controversy and controversy settlement costs relating to the Company or any Subsidiary, including all costs and expenses of any threatened or actual litigation or arbitration involving the Company, a Subsidiary, the Manager (in its capacity as such), or any other Affiliate of the Manager, and the amount of any judgment or settlement paid in connection therewith, including indemnification expenses and reimbursement of the Indemnitees to the extent permitted

by this Agreement in Sections 15.3, 15.4, and 15.7 (pages 44, 46, and 48), excluding however the costs and expenses of any litigation, arbitration, judgment or settlement with respect to which a Company Indemnitee is not entitled to indemnity pursuant to Sections 15.3, 15.4, and 15.7;

(h) expenses of members of the Investor Advisory Committee incurred in attending meetings thereof or in performing their duties on such committees;

(i) all insurance premiums, finance charges, any fees and costs of brokers, agents, attorneys and advisors, and third-party charges for risk management services or similar expenses incurred by the Company or the Manager (in its capacity as such);

(j) the cost of maintaining records and books of account in relation to the business of the Company referred to in Section 13.1 (page 36);

(k) all costs and expenses incurred in relation to obtaining waivers, Consents or approvals pursuant to this Agreement and all reasonable costs and expenses of, and/or incidental to, the preparation of amendments to this Agreement pursuant to Section 18 (page 51);

(l) all costs and expenses of, and/or incidental to, the preparation and dispatch to the Members of all checks, reports, circulars, communications, forms and notices and any other documents necessary or desirable in connection with the business and administration of the Company, including the cost of all insurance of the Company in connection therewith;

(m) all costs and expenses incurred as a result of termination of the Company and the Distribution, realization or disposal of Investments pursuant thereto;

(n) all expenses incurred in connection with Meetings of the Members of the Company;

(o) all expenses incurred in relation to maintaining custody of any and all Company documents that the Manager deems appropriate in connection with the business activities of the Company (including bank charges, insurance of documents of title against loss in shipment, transit or otherwise), and charges by the Manager (in its capacity as such) for document retention;

(p) all expenses incurred in connection with the valuation of the Investments and assets of the Company;

(q) all property management and servicing fees and expenses relating to Investments, which will be provided at competitive market rates, and may be provided by an Affiliate of the Company or an Affiliate of the Manager;

(r) costs of forming and investing in joint ventures and co-investment relationships;

(s) costs incurred by the Manager (in its capacity as such) for any visits to Members;

(t) expenses relating to the origination, underwriting, closing, servicing, liquidation, and brokerage of Investments, whether incurred by a third party, the Manager or any Affiliate of the Manager, software systems and services, broker fees, sales commissions, and servicing and sub-servicing expenses;

(u) Investment level hedging, environmental and other third-party services; and

(v) all other costs incurred in connection with the administration of the Company, including costs of technology (including information technology) installed, obtained or upgraded for Company purposes, mailings, courier fees, and other costs that may be authorized by this Agreement or approved by a Majority in Interest of the Members or the Investor Advisory Committee.

“Opinion of Counsel” means an opinion in writing and in form and substance reasonably satisfactory to the Manager, signed by legal counsel chosen by the Manager.

“Organization and Offering Expenses” means all expenses incurred (before, on, or after the date hereof) in connection with forming and establishing the Company or any Entity formed in connection with the Company’s sale of Equity Interests, including fees of attorneys of such Entity or its sponsor for preparing organizational documents and related agreements and resolutions; fees of attorneys of the Company, the Manager, any Parallel Investment Vehicles, any Alternative Investment Vehicles, any Co-Investment Venture, and their Affiliates; reasonable travel expenses; printing expenses; all filing fees and expenses; any associated taxes and fees; accountants’ fees and costs related to the formation of the Company; advisory fees, including any fees paid to a financial advisor in connection with the formation of the Company; out-of-pocket expenses of any financial advisors; charges of escrow holders, depositaries and experts; and expenses of complying with the registration, qualification, or exemption requirements under Federal Securities Laws and their state counterparts, and the costs related to the consummation of the Initial Closing and any Subsequent Closings. For the sake of clarity (and consistent with Section 6.4.B), costs associated with the formation of Subsidiaries will be allocated as part of the acquisition costs associated with acquiring Permitted Investments.

“Original Agreement” has the meaning set forth in the Recitals (page 1).

“Parallel Investment Vehicle Agreement” means the limited partnership agreement, limited liability company agreement, declaration of trust, or other governing document of a Parallel Investment Vehicle.

“Parallel Investment Vehicles” has the meaning set forth in Section 5.2.M (page 14).

“Partner Nonrecourse Debt Minimum Gain” has the meaning given to it in Treasury Regulations Section 1.704-2(i)(3).

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

“Partnership Minimum Gain” has the meaning given to it in Treasury Regulations Sections 1.704-2(d) and 1.704-2(g).

“Partnership Representative” has the meaning set forth in Section 5.5.A (page 17).

“Payment Date” has the meaning set forth in Section 15.6.A (page 47).

“Percentage Interest” means, with respect to each Member, such Member’s Capital Contributions over Aggregate Contributions, as such percentage may be adjusted pursuant to the terms of this Agreement.

“Permitted Investment” has the meaning set forth in Section 5.6.B(1)(a) (page 19).

“Permitted Purposes” has the meaning set forth in Section 20.9.B (page 56).

“Permitted Transferee” shall mean, with respect to a Member seeking to Transfer its Interest, (a) a trust established for the benefit of such Member and/or his or her immediate family for bona fide estate planning purposes, or (b) an Affiliate of such Member in connection with the restructuring of such Member; *provided*, that in each of clauses (a) and (b), such Member retains control of and the right to vote such Interest.

“Person” means any individual or Entity.

“PIV Terms” has the meaning set forth in Section 5.2.M (page 14).

“Plan Asset Regulations” means the U.S. Department of Labor plan asset regulations, 29 C.F.R. §2510.3 101 et seq., as amended.

“Private Placement Memorandum” means that certain confidential Private Placement Memorandum of the Company pursuant to which Equity Interests in the Company are being offered (as amended or supplemented from time to time).

“Profits” or “Losses” means, for each Fiscal Year or other period, except as provided herein, the net profit or net loss of the Company for “book,” or Capital Account, purposes pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv). Without limiting the generality of the preceding sentence, “Profits” or “Losses” means the taxable income or loss of the Company, or particular items thereof, determined in accordance with the accounting method used by the Company for United States federal income tax purposes (which shall be the modified tax basis method unless otherwise required by law), with the following adjustments:

(a) all items of income, gain, loss or deduction allocated other than pursuant to Section 10.3 shall not be taken into account in computing such taxable income or loss (however, the amount of such items available for allocation shall be determined by applying rules analogous to the rules set out in clauses (b) through (e) below);

(b) any income of the Company that is exempt from United States federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss;

(c) if the Gross Asset Value of any asset differs from its adjusted tax basis for United States federal income tax purposes, then any gain or loss resulting from a disposition of such asset shall be calculated with reference to such Gross Asset Value;

(d) upon an adjustment to the Gross Asset Value of any asset (other than an adjustment in respect of depreciation, amortization or other cost recovery deductions) pursuant to the definition of Gross Asset Value, the amount of the adjustment shall be included as gain or loss in computing Profits and Losses; and

(e) if the Gross Asset Value of any asset differs from its adjusted tax basis for United States federal income tax purposes, then the amount of the depreciation, amortization or cost recovery deduction with respect to such asset for purposes of determining Profits or Losses shall be an amount that bears the same ratio to such Gross Asset Value as the United States federal income tax depreciation, amortization or other cost recovery deduction bears to such adjusted tax basis; *provided that* if the United States federal income tax depreciation, amortization or other cost recovery deduction is zero, then the Manager may use any reasonable method for purposes of determining depreciation, amortization or other cost recovery deductions in calculating Profits or Losses.

“Removal” has the meaning set forth in Section 16.1 (page 48).

“Review Year” has the meaning set forth in Section 5.5.C (page 18).

“Safe Harbor” has the meaning set forth in Section 13.7.A (page 38).

“Safe Harbor Election” has the meaning set forth in Section 13.7.A (page 38).

“Securities Act” means the United States Securities Act of 1933, as amended.

“Selling Commissions” has the meaning set forth in Section 6.3.C (page 24).

“Selling Commissions and Expenses” has the meaning set forth in Section 6.3.C (page 25).

“Selling Group Members” has the meaning set forth in Section 6.3.C (page 24).

“Short Term Investment Income” means any income (net of expenses and reserves allocated thereto) from any Interim Investments, other than original issue discount, but disregarding Disposition Proceeds and any items of income or expense taken into account in determining such Disposition Proceeds.

“Side Letters” has the meaning set forth in Section 5.2.O (page 15).

“Single Company Assumption” has the meaning set forth in Section 7.4 (page 27).

“Subscription Agreement” means the subscription booklet and the documents contained therein, including the subscription agreement among the Manager, a Member and the Company pursuant to which such Member has subscribed for and purchased Equity Interests in the Company and the investor qualification statement attached to such subscription agreement as completed by such Member prior to the Company’s acceptance of the Member’s subscription.

“Subsequent Closing” has the meaning set forth in Section 4.3.B(1) (page 7).

“Subsidiary” has the meaning set forth in Section 2.4 (page 4).

“Substitute Member” has the meaning set forth in Section 14.4.A (page 43).

“Super-Majority in Interest” means, as of any date of determination, with respect to the Company, the holders of more than 75.0% of the Equity Interests (determined in accordance with Section 8.1.B); *provided that* in computing “Super-Majority in Interest” for the Company, the Interests held by all Defaulting Members, if any, shall not be entitled to vote unless this Agreement specifies otherwise.

“Target Assets” has the meaning set forth in Section 5.6.B(1)(b) (page 19).

“Target Balance” means, with respect to any Member as of the close of any period for which allocations are made under Section 10, the amount such Member would receive (or be required to contribute) in a hypothetical liquidation of the Company as of the close of such period, assuming for purposes of such hypothetical liquidation:

(a) a sale of all of the assets of the Company at prices equal to their then Gross Asset Values (taking into account only those revaluations of Gross Asset Values actually made by the Manager prior to such hypothetical sale); and

(b) the Distribution of the net proceeds thereof to the Members pursuant to Section 9.2 (page 30) (after the payment of all actual Company indebtedness, and any other liabilities related to the Company’s operations and assets, limited, in the case of nonrecourse liabilities, to the collateral securing or otherwise available to satisfy such liabilities).

“Target Market” has the meaning set forth in Section 5.6.B(1)(c) (page 19).

“Tax Distribution” has the meaning set forth in Section 9.5 (page 31).

“Tax Liability” has the meaning set forth in Section 9.5 (page 31).

“Term” has the meaning set forth in Section 2.2 (page 3).

“Total Sales” has the meaning set forth in Section 6.3.C (page 24).

“Transfer” means any sale, exchange, transfer (including any mortgage, hypothecation or pledge), assignment or other disposition.

“Treasury Regulations” means the regulations promulgated by the U.S. Department of the Treasury under the Code, as amended.

“UBTI” means “unrelated business taxable income,” as such term is used in Code Sections 511 through 514.

“Uniform Commercial Code” or **“UCC”** means the Uniform Commercial Code as in effect in the State of Delaware (6 Del. C. § 8-101, et seq.)

“Unilateral Amendments” has the meaning set forth in Section 18.2 (page 52).

“Wholesaling Fee” has the meaning set forth in Section 6.3.C (page 24).

“Withdrawal” means the termination of a Member’s status as a Member.

“Withholding Payment” has the meaning set forth in Section 9.9.A (page 31).

Attachment B

Capital Accounts; Allocations

The Capital Account and tax and book allocations of the Company among the Members are contained in this **Attachment B**. References to Section 10 of the Agreement to which this **Attachment B** is attached shall be deemed to refer to this **Attachment B**, and other Section references used in this **Attachment B** refer to Sections of the Agreement. Capitalized terms that are used in this **Attachment B** and not otherwise defined herein shall have the meanings set forth in **Attachment A** to the Agreement. The provisions below are intended to be read as a part of Section 10 of the Agreement (and are numbered accordingly).

10.1. Capital Accounts.

A. A separate Capital Account will be established and maintained for each Member. Any references in this Agreement to the Capital Account of a Member refer to such Capital Account as the same may be credited or debited from time to time as set forth in this Section 10.

B. The Capital Account of each Member will be computed separately with respect to each Member. The Capital Account of each Member will be credited with such Member's Capital Contributions (including Capital Contributions to the equity of the Company and Capital Contributions used to pay Asset Management Fees) and will be credited or debited pursuant to Section 10.1.C.

C. The Capital Account of each Member will be maintained in accordance with the rules of Code Section 704(b) and the Treasury Regulations (including Section 1.704-1(b)(2)(iv) thereof) thereunder (with no double counting of items taken into account in determining Profits or Losses). In general, a Member's Capital Account will be increased by (i) the amount of money and the Gross Asset Value of property (net of liabilities secured by such contributed property that the Company is considered to assume or to take subject to under Code Section 752) contributed to the Company by the Member, and (ii) allocations to the Member of Profits and any items of income or gain that are specially allocated pursuant to Section 10.4, and decreased by (x) the amount of money distributed to the Member by the Company, (y) the Gross Asset Value of property distributed to the Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Code Section 752) and (z) allocations to the Member of Losses and any items of expense or loss that are specially allocated pursuant to Section 10.4. The foregoing provisions relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Sections 1.704-1 and 1.704-2 and shall be applied in a manner consistent with such Treasury Regulations.

10.2. **Advances.** If any Member advances any funds to the Company, or transfers property to the Company valued at an amount in excess of its then required Capital Contributions, the amount of such advance will neither increase such Member's Capital Account nor entitle such Member to any increase in its share of the Distributions of the Company. The amount of any such advance or transfer will be a debt obligation of the Company in accordance with Section 5.2.A or

5.2.L, as the case may be. No Person who makes any loan to the Company will have or acquire, as a result of making such loan, any direct or indirect interest in the profits, capital, or property of the Company, other than as a creditor.

10.3. **Allocations of Profits and Losses.**

A. After application of Section 10.4 and Section 13.7.C, and subject to the other provisions of this Section 10, any remaining Profits or Losses for the taxable year (or items thereof) will be allocated among the Members in such ratio or ratios as may be required to cause the balances of the Members' respective Economic Capital Accounts to be as nearly equal to their respective Target Balances as possible, consistent with compliance with Code Section 704(b).

B. The Members intend that the provisions of Section 10.3 through 10.6 and Section 13.7.C (the "**Allocation Provisions**") will produce final Capital Account balances of the Members that are identical to the Distributions that the Members would receive if liquidating Distributions were required to be made to the Members under the order of priorities set forth in Section 9.2 (instead of in accordance with the Members' final positive Capital Accounts under Section 17.2.B). To the extent that the Allocation Provisions would fail to produce such final Capital Account balances as of the close of any taxable year of the Company (based on the assumptions that (i) all assets still owned by the Company and its Subsidiaries at the close of such year, other than interests in each other, are sold at such time for their Gross Asset Values, and (ii) all proceeds were distributed in liquidation of the Company), Profits and Losses of the Company for the current taxable year and future taxable years (or items of gross income and deduction of the Company for such years) will be reallocated by the Manager among the Members as necessary to produce such result (or, to the extent it is not possible to achieve such result with allocations of items of income (including gross income) and deduction for the current year and future years, for prior open taxable years) as determined by the Manager in good faith. The Manager has the power to amend this Agreement, as it considers advisable in good faith after consulting with counsel, to produce the results described above.

10.4. **Special Allocations.** The following special allocations will be made, to the extent applicable, in the order prescribed by Treasury Regulations Section 1.704, and will be interpreted in a manner consistent therewith:

A. Qualified Income Offset. If any Member receives any adjustments, allocations or distributions described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain (including gross income) will be specially allocated to each such Member in a manner and amount sufficient to eliminate, to the extent required by such Treasury Regulations, the Adjusted Capital Account Deficit of the Member created by such adjustments, allocations or distributions as quickly as possible. The foregoing provision is intended to comply with Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and will be interpreted and applied in a manner consistent with such Treasury Regulations.

B. Gross Income Allocation. If any Member has an Adjusted Capital Account Deficit at the end of any Fiscal Year, each such Member will be specially allocated items of Company income and gain in the amount of such Adjusted Capital Account Deficit as quickly as possible, provided that an allocation pursuant to this Section 10.4.B will be made only if and to

the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 10 had been made as if Section 10.4.A and 10.4.B were not included in this Agreement. The parties hereto acknowledge that all of the relevant facts and circumstances, and all available information as of the date of the adoption of this Agreement, indicate that it is unlikely that such an allocation will be made pursuant to this provision during the existence of the Company.

C. Minimum Gain Chargeback. If there is a net decrease in Partnership Minimum Gain or Partner Nonrecourse Debt Minimum Gain (determined in accordance with the principles of Treasury Regulations Sections 1.704-2(d) and 1.704-2(i)) during any Company taxable year, then items of income and gain for such year (and, if necessary, for subsequent periods) will be allocated to the Members in the manner and to the extent required by Treasury Regulations Section 1.704-2(f) and 1.704-2(i) (subject to the exceptions to this requirement described therein). This clause is intended to constitute a “minimum gain chargeback” as provided by Treasury Regulations Section 1.704-2(f), and this clause shall be construed accordingly.

D. Partner Nonrecourse Debt Minimum Gain. Notwithstanding any other provisions of this Agreement, to the extent required by Treasury Regulations Section 1.704-2(i), any items of income, gain, loss, or deduction of the Company that are attributable to a nonrecourse debt of the Company that constitutes “partner nonrecourse debt” as defined in Treasury Regulations Section 1.704-2(b)(4) (including chargebacks of partner nonrecourse debt minimum gain) will be allocated in accordance with the provisions of Treasury Regulations Section 1.704-2(i). This Section 10.4.D is intended to satisfy the requirements of Treasury Regulations Section 1.704-2(i) (including the partner nonrecourse debt minimum gain chargeback requirements) and shall be interpreted and applied in a manner consistent therewith.

E. Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions will be specially allocated to the Member who bears the economic risk of loss with respect to the associated partner nonrecourse debt (as defined in Treasury Regulations Section 1.704-2(b)(4)) to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i)(1).

F. Nonrecourse Deductions. Nonrecourse deductions will be allocated among the Members in proportion to their respective Percentage Interests.

G. Company Expenses. All Company Expenses shall be allocated to the Members in proportion to their respective Percentage Interests; provided, however, that Asset Management Fees shall be allocated in accordance with the amount of such fees payable by each Member pursuant to Section 6.2.A.

10.5. Allocation Rules.

A. If during any taxable year there is a relative change among the respective Percentage Interests, then the Profits, Losses and to the extent necessary, individual items of income, gain, loss or deduction of the Company for such taxable year will be allocated for the period and according to the varying interests of the Members pursuant to any reasonable method

selected by the Manager in good faith (including an interim closing of the Company's books) and determined to be permitted under Code Section 706.

B. For purposes of determining the Profits, Losses and individual items of income, gain, loss and deduction allocable to any period, Profits, Losses and any such other items shall 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.

C. Except as otherwise provided in this Agreement, all individual items of Company income, gain, loss and deduction shall be divided among the Members in the same proportions as they share Profits and Losses for the Fiscal Year or other period in question.

10.6. Tax Allocations.

A. Except as otherwise provided in this Section 10.6, the taxable income or loss of the Company (and items thereof) will be allocated among the Members in the same manner as the corresponding items of Profits, Losses and separate items of income, gain, loss and deduction (excluding items for which there are no related tax items) are allocated among the Members for Capital Account purposes; provided, that in the case of any Company asset whose Gross Asset Value differs from its adjusted tax basis for United States federal income tax purposes, income, gain, loss and deduction with respect to such asset will be allocated solely for income tax purposes in accordance with the principles of Code Section 704(c) (in any manner determined by the Manager that constitutes a "reasonable method" under the Treasury Regulations thereunder) so as to take account of the difference between the Gross Asset Value and the adjusted tax basis of such asset.

B. Any elections or other decisions relating to allocations for tax purposes under this Section 10, including the selection of any allocation method permitted under Treasury Regulations Section 1.704-3, will be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement.

C. The Members are aware of the income tax consequences of the allocations made by this Section 10 and hereby agree to be bound by the provisions of this Section 10 in reporting their shares of Company income and loss for income tax purposes.

10.7. UBTI. Tax-exempt investors may have Unrelated Business Taxable Income ("UBTI") (generally subject to tax at corporate rates). Investments may have UBTI from sources such as parking revenue and other investments that the Manager determines to cause the Company to acquire may be the type that generate primarily UBTI (such as inventory-type property). The Manager will not be liable for the recognition of any UBTI by a Member with respect to an investment in the Company, and potential tax-exempt investors hereby Consent to some or all of their profits from the Company constituting UBTI.

APPENDIX B

Fund Agreement

[See attached.]

CONFIDENTIAL

Amended and Restated Limited Liability Company Agreement

of

CEDARst GP Development Fund, LLC

THE LIMITED LIABILITY COMPANY INTERESTS (THE “**INTERESTS**”) OF CEDARST GP DEVELOPMENT FUND, LLC (THE “**COMPANY**”) HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), THE SECURITIES LAWS OF ANY STATE OR ANY OTHER APPLICABLE SECURITIES LAWS IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THE INTERESTS MUST BE ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT IN COMPLIANCE WITH (I) THE SECURITIES ACT, ANY APPLICABLE STATE SECURITIES LAWS, AND ANY OTHER APPLICABLE SECURITIES LAWS; AND (II) THE TERMS AND CONDITIONS OF THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT. THE INTERESTS MAY NOT BE TRANSFERRED OF RECORD EXCEPT IN COMPLIANCE WITH SUCH LAWS AND THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT. THEREFORE, PURCHASERS OF INTERESTS WILL BE REQUIRED TO BEAR THE RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

**Amended and Restated Limited Liability Company Agreement
of
CEDARst GP Development Fund, LLC
Table of Contents**

	<u>Page</u>
1. Definitions; Interpretation.....	1
1.1. Definitions.....	1
1.2. Interpretation.....	2
2. Formation; Organization.....	2
2.1. Formation; Organization.....	2
2.2. Term.....	3
2.3. Name	3
2.4. Purpose and Business.....	3
2.5. Places of Business.....	3
2.6. Registered Office and Agent	4
2.7. Fiscal Year	4
2.8. Qualification in Other Jurisdictions	4
2.9. Powers.....	4
2.10. Certificates and Other Filings	4
2.11. Application of the Act.....	5
2.12. Certain Joint Venture and Similar Transactions	5
2.13. Licenses.....	5
3. Members	5
3.1. Names and Addresses of Members.....	5
3.2. Affiliated Members	5
3.3. Limited Liability of Members.....	5
3.4. No Priority, Etc.	6
3.5. Company Property	6
4. Capital Contributions; Defaulting Members; Member Withdrawal	6
4.1. Management Investment.....	6
4.2. Requirements for Admission as Member	6
4.3. Admission of Members.....	6
4.4. Payment of Capital Contributions.....	7
4.5. Defaulting Members	8
4.6. Member Withdrawal Rights.....	9

Table of Contents
(continued)

	<u>Page</u>
5. Management.....	11
5.1. General Authority	11
5.2. Authority for Specific Actions	11
5.3. Guarantees by the Managers and their Affiliates	16
5.4. Duties and Obligations of the Manager	16
5.5. Tax Matters	16
5.6. Limitations on the Manager; Investment Restrictions	18
5.7. ERISA Matters.....	19
5.8. Third Party Reliance.....	20
5.9. Partnership Classification.....	20
5.10. Determination of Fair Value	20
5.11. Other Businesses of the Managers and their Affiliates	21
6. Expenses and Fees	22
6.1. Transaction Fees	22
6.2. Asset Management Fees	22
6.3. Fees Payable to Affiliates of the Manager	22
6.4. Expenses and Reimbursements.....	22
7. Operation of Parallel Investment Vehicles; Co-investment Venture(s)	23
7.1. Parallel Investment Vehicles.....	23
7.2. Investments by Parallel Investment Vehicles through Co-investment Venture(s)	24
7.3. Cost Allocation	25
7.4. Single Company Assumption	25
8. Consent, Voting, and Meetings.....	25
8.1. Method of Giving Consent.....	25
8.2. Meetings.....	26
8.3. Record Dates	27
8.4. Submissions to Members	27
9. Distributions.....	27
9.1. Distributions Generally	27
9.2. Distribution Priorities.....	27
9.3. Distributions on Account of Capital Contributions	27
9.4. Distributions of Negotiated Promote	27
9.5. Tax Distributions	27

Table of Contents
(continued)

	<u>Page</u>
9.6. Distributions in Liquidation of a Member's Interest in the Company.....	28
9.7. Direction of Distributable Cash Flow	28
9.8. Right of Set Off.....	28
9.9. Tax Withholding	28
10. Capital Accounts; Allocations	29
11. Investor Advisory Committee; Investment Committee and Other Committees.....	29
11.1. The Investor Advisory Committee	29
11.2. Investment Committee	31
11.3. Additional Advisory Councils	32
12. Certain Conflicts of Interest	32
12.1. General	32
12.2. No Consideration of Members' Circumstances.....	32
12.3. Conflicts Resolved in Good Faith	33
13. Books of Account, Records, and Banking	33
13.1. Books and Accounts	33
13.2. Records Available	33
13.3. Quarterly Reports.....	34
13.4. Annual Reports	34
13.5. Reliance on Accountants and Others	34
13.6. Filing of Returns	34
13.7. Safe Harbor Election and Forfeiture Allocations.....	35
14. Transfers	36
14.1. Transferability of a Manager's Interest.....	36
14.2. Transferability of a Member's Interest	37
14.3. Assignees	39
14.4. Substitute Member	40
14.5. Transfers During a Fiscal Year	40
14.6. 20% Beneficial Owners.....	41
14.7. Elections Under the Internal Revenue Code.....	41
15. Standard of Care; Limitation of Liability; Exculpation; Indemnification	41
15.1. Standard of Care	41
15.2. Limitation on Members' Liability	41
15.3. Exculpation and Indemnification of Manager and Investment Committee	41

Table of Contents
(continued)

	<u>Page</u>
15.4. Exculpation and Indemnification of Members of the Investor Advisory Committee and Additional Advisory Councils	42
15.5. Additional Provisions.....	43
15.6. Giveback Obligations.....	44
15.7. Indemnification Expenses	45
16. Removal and Replacement of the Manager	45
16.1. Removal or Disabling Event.....	45
16.2. Effect of Removal and Replacement Manager	45
17. Dissolution; Liquidation; Termination	46
17.1. Dissolution	46
17.2. Liquidation of the Company	46
17.3. Impact of Dissolution, Etc. of Members.....	48
18. Amendments	48
18.1. General.....	48
18.2. Unilateral Amendments	48
18.3. Execution	49
18.4. Request for Consent.....	49
19. Power of Attorney.....	49
19.1. General.....	49
19.2. Coupled with An Interest	50
20. Miscellaneous	50
20.1. Further Assurances.....	50
20.2. Successors and Assigns.....	50
20.3. Governing Law	50
20.4. Severability	51
20.5. Counterparts; Electronic Execution	51
20.6. Entire Agreement.....	51
20.7. Force Majeure	52
20.8. Notices	52
20.9. Confidentiality.....	52
20.10. No Right of Partition for Redemption	55
20.11. Third Party Beneficiaries.....	55
20.12. UCC Article 8 Election.....	55

Table of Contents
(continued)

	<u>Page</u>
20.13. Ownership and Use of Name	55
20.14. Legal Counsel and Other Professionals	56
20.15. Arbitration and Certain Litigation Matters	56
20.16. Corporate Transparency Act	58
 Schedule A	
Attachment A	Members and Capital Contributions
Attachment B	Glossary of Defined Terms
	Capital Accounts; Allocations

**Amended and Restated Limited Liability Company Agreement
of
CEDARst GP Development Fund, LLC**

Dated as of _____, 2024

This Amended and Restated Limited Liability Company Agreement (this “**Agreement**”) of CEDARst GP Development Fund, LLC, a Delaware limited liability company (the “**Company**”), is made and effective as of _____, 2024 (the “**Effective Date**”) by and among CEDARst Dev Fund Shareholder, LLC, a Delaware limited liability company, as a manager (“**Cedar Shareholder**”), CEDARst Dev Fund Investor, LLC, a Delaware limited liability company, as a manager (“**Cedar Investor**” and, with Cedar Shareholder, each a “**Manager**” and collectively the “**Managers**”), and the Persons who have executed and delivered this Agreement as Members and have been accepted for admission as Members by the Manager.

R E C I T A L S

WHEREAS, the Company was organized as a limited liability company by filing a certificate of formation (as it may be amended or restated from time to time, the “**Certificate**”) pursuant to the provisions of the Delaware Limited Liability Company Act, 6. Del. C. Section 18-101 *et. seq.* (as in effect from time to time, the “**Act**”), on November 27, 2023 (the “**Formation Date**”);

WHEREAS, the Managers, as members and managers, previously entered into that certain Limited Liability Company Agreement of the Company, effective as of the Formation Date (the “**Original Agreement**”);

WHEREAS, Cedar Shareholder and Cedar Investor are both managed by WAM Dev Fund, LLC, a Delaware limited liability company (the “**Sponsor Manager**”); and

WHEREAS, the parties desire to enter into this Agreement to amend and restate the Original Agreement in its entirety, to set forth the terms and conditions on which the management, business, and affairs of the Company are to be conducted, and to set forth the respective rights, obligations, and interests of the Members to each other and to the Company, all as provided in this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the parties hereby amend and restate the Original Agreement in its entirety and hereby agree as follows:

1. **Definitions; Interpretation.**

1.1. **Definitions.** Capitalized terms used in this Agreement that are not otherwise defined in the text of this Agreement shall have the meanings set forth for such terms on **Attachment A** to this Agreement.

1.2. **Interpretation.**

A. Accounting Terms and Determinations. All accounting terms used in this Agreement and not otherwise defined have the meaning accorded to them in accordance with the basis of accounting selected pursuant to Section 13.1 and, except as expressly provided herein, all accounting determinations will be made in accordance with such basis, consistently applied.

B. Schedules, Exhibits, Sections, Etc. References to a “Schedule” or an “Attachment” or “Exhibit” are, unless otherwise specified, to a schedule or an attachment or exhibit attached to this Agreement and references to a “Section” are, unless otherwise specified, to a section or a subsection of this Agreement.

C. Certain Words Inclusive. Words such as “herein,” “hereinafter,” “hereof,” “hereto,” “hereby” and “hereunder” and words of like import refer to this Agreement as a whole and not to any particular provision of this Agreement unless the context otherwise requires. The use of the term “including” in this Agreement means “including, without limitation.”

D. Currency. All references herein to funds, dollars, or payments mean United States dollars.

E. Plural; Gender. Wherever from the context it appears appropriate, each term stated in either the singular or the plural includes the singular and the plural, and pronouns stated in the masculine, the feminine, or neuter gender each include the masculine, the feminine, and the neuter.

F. Captions. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend or otherwise affect the scope or intent of this Agreement or any provision hereof.

G. No Interpretation Against Drafting Party. If any claim is made by any Member relating to any conflict, omission, or ambiguity in this Agreement, no presumption or burden of proof or persuasion may be implied because this Agreement or any provision hereof was prepared by or at the request of a particular Member (including the Manager) or such Member’s counsel. Each Member, by execution hereof, acknowledges that it has had the opportunity to consult with counsel of its own choosing and seek clarification and/or negotiate the provisions hereof.

2. **Formation; Organization.**

2.1. **Formation and Organization.**

A. The Company was formed by the filing of the Certificate, as required under the Act, with the Delaware Secretary of State on the Formation Date. CEDARst Dev Fund Investor, LLC and CEDARst Dev Fund Shareholder, LLC are hereby affirmed as the Managers. The Persons executing this Agreement or a counterpart signature page hereto (including pursuant to a power of attorney granted pursuant to a Subscription Agreement) are admitted to the Company as Members.

B. Without the Consent of any other Member, the Certificate may be restated by the Manager as provided in the Act or amended by the Manager to change the name of the Company (consistent with Section 2.3), the address of the registered office of the Company in Delaware, or the name and address of its registered agent in Delaware, or to make corrections required by the Act. The Manager shall deliver a copy of the Certificate and any amendment thereto to any Member who so requests.

2.2. **Term.** Except as otherwise provided herein, the term of the Company commenced on the Formation Date and shall continue in full force and effect until terminated concurrently with Cedar Investor and Cedar Shareholder, unless extended by a Super-Majority in Interest of the Members (such period, the “**Term**”). The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate as provided in the Act. The Company may dissolve and liquidate prior to the expiration of its Term and wind up its affairs after the Disposition of all of its Investments, subject to Section 17.1 of this Agreement.

2.3. **Name.** The name of the Company shall be “CEDARst GP Development Fund, LLC” or such other name or names as the Managers may, in their discretion, from time to time select, and its business shall be carried on in such name with such variations and changes as the Managers deems necessary to comply with requirements of the jurisdictions in which the Company’s operations are conducted. The Managers shall give the Members prompt written notice of any change in the name of the Company. The Managers and their Affiliates reserve the right to use one or more names that are similar to or include a material portion of the name of the Company, without compensation to the Company, in connection with any future business activities of the Managers or any of their Affiliates not otherwise inconsistent with its obligations hereunder.

2.4. **Purpose and Business.** The purpose of the Company is (i) to acquire for investment purposes, develop, construct, redevelop, renovate, operate, lease, manage, hold, sell, exchange and otherwise deal in and with Permitted Investments, (ii) to acquire, hold and dispose of Interim Investments, and (iii) to engage in any other activities necessary, related, or incidental thereto. The Company may pursue its purposes and exercise its powers and rights either directly or indirectly through one or more direct or indirect subsidiary corporations, joint ventures, partnerships, limited liability companies or other entities, which may be organized under the laws of the United States or any state or foreign jurisdiction (each a “**Subsidiary**”), and which may be Affiliates of the Managers. Investments of the Company may be (1) acquired directly by the Company or a Subsidiary; or (2) made in conjunction with a third party (whether directly by the Company or through a Subsidiary), with such Investments structured as joint ventures, preferred equity, mezzanine debt, mortgage loans, or the acquisition of debt or equity interests in entities owning or acquiring the foregoing or rights with respect thereto, or options or other rights with respect thereto, in each case as determined in the sole and absolute discretion of the Managers.

2.5. **Places of Business.** The Company shall have its principal place of business at 151 W Huron St, Chicago, Illinois 60654 or at such other place or places as the Managers may, in their discretion, from time to time, select. The Managers shall provide written notice to the Members of any change in the principal office of the Company. The Company may from time to time have such other place or places of business in such other jurisdictions as the Managers may in their discretion deem advisable.

2.6. **Registered Office and Agent.** The address of the Company's registered office in the State of Delaware is 1521 Concord Pike, Suite 201, Wilmington, County of New Castle, Delaware 19803. The name of the registered agent at the address is Corporate Creations Network Inc. The Company may from time to time have such other registered office and such other registered agent or agents as the Managers may in their discretion deem advisable.

2.7. **Fiscal Year.** The Fiscal Year of the Company ends on the 31st day of December in each year. The Managers have the authority to change the ending date of the Fiscal Year to any other date required or allowed under the Code or Treasury Regulations if the Managers, in their discretion, determines such change to be necessary or appropriate. The Managers shall promptly give notice of any such change to the other Members.

2.8. **Qualification in Other Jurisdictions.** The Managers shall cause the Company and any Subsidiary to be qualified or registered under assumed or fictitious names or foreign company statutes or similar laws in any jurisdiction in which the Company or a Subsidiary owns property or transacts business to the extent such qualification or registration is necessary or, in the judgment of the Managers, advisable in order to preserve the limited liability of the Members or to permit the Company to lawfully own property or transact business, and shall cause the Company not to own property or transact business in any jurisdiction until it or the relevant Subsidiary(ies) is (or are) qualified or registered to do so unless the failure to do so would not materially adversely affect the Company as a whole. The Managers shall execute, file, and publish all such certificates, notices, statements, or other instruments necessary to permit the Company or a Subsidiary lawfully to own property and conduct business as a limited liability company or as a limited partnership or other form of business (in the case of Co-investment Ventures and Subsidiaries) in all jurisdictions where the Company elects to own property or transact business and to maintain the limited liability of the Members.

2.9. **Powers.** Subject to all of the provisions of this Agreement, the Company and the Managers acting on behalf of the Company shall have the power to do any and all acts necessary, appropriate, advisable, incidental, or convenient to or in furtherance of the purposes and business described herein, and shall have and may exercise all of the powers and rights that can be conferred upon limited liability companies formed pursuant to the Act.

2.10. **Certificates and Other Filings.**

A. Authority. The Managers are hereby authorized to execute, acknowledge, file, and cause to be published, as appropriate, all instruments, certificates, notices, and documents, and to do or cause to be done all such filing, recording, publishing, and other acts as may be deemed by the Managers in their discretion to be necessary or appropriate from time to time to comply with all applicable requirements for the operation or, when appropriate, termination of a limited liability company in the State of Delaware and all other jurisdictions where the Company does or shall desire to conduct its business, and may do so with respect to each Subsidiary.

B. Further Assurances. If requested by the Manager, each other Member shall reasonably promptly execute all certificates and other documents consistent with the terms of this Agreement necessary for the Managers to accomplish all filing, recording, publishing, and other acts as may be appropriate to comply with all requirements for: (i) the operation of a limited

liability company under the laws of the State of Delaware; (ii) if the Managers deem it advisable, the operation of the Company as a limited liability company in all jurisdictions where the Company proposes to operate (whether directly or through a direct or indirect Subsidiary, a Co-investment Venture, or a Subsidiary of the foregoing); and (iii) all other filings required or deemed reasonably necessary by the Managers to be made by the Company.

2.11. **Application of the Act.** Except as expressly provided in this Agreement, the rights and liabilities of the Members are as provided in the Act. In the event of any inconsistency between any terms and conditions contained in this Agreement and any provisions of the Act, the terms of this Agreement govern and control except to the extent the applicable provision of the Act cannot be waived.

2.12. **Certain Joint Venture and Similar Transactions.**

A. The Company may enter into joint ventures with (i) one or more Competitive Funds sponsored by the Managers or their Affiliates in order to utilize Capital Contributions by joint venturing with such Competitive Funds, or (ii) one or more Competitive Funds sponsored by the Managers or their Affiliates in order to market and jointly sell with such Competitive Funds one or more portfolios of Investments to maximize the price that could be so obtained.

B. The Company may enter into transactions with governmental entities providing external subsidies to support the cost of development or renovation of an Investment (such as conference facilities, parking, etc.).

2.13. **Licenses.** The Managers may cause the Company or any Subsidiary to apply for, obtain, and maintain any license to conduct any business within the purpose of the Company.

3. **Members.**

3.1. **Names and Addresses of Members.** The Company consists of the Members listed from time to time on **Schedule A** hereto, and such Additional Members and Substitute Members as may be admitted to the Company pursuant to Sections 4.3, 4.5, or 14.4. The Managers have the authority to amend, and shall cause to be amended, **Schedule A** from time to time to reflect the admission of any Member, the removal or withdrawal of any Member for any reason, or the receipt by the Company of notice of any change of name or address of a Member.

3.2. **Affiliated Members.** The Managers may cause any of their Affiliates to be Members, and in such event its rights, powers, restrictions, and liabilities as the Managers will remain unaffected. The Managers or such Affiliate will, in respect of its Capital Contributions as a Member, have all of the rights and powers and be subject to all of the restrictions and liabilities of a Member, except as otherwise expressly provided for in this Agreement.

3.3. **Limited Liability of Members.** The liability of each Member is limited to its obligation to make (i) its Capital Contributions to the Company in amounts provided by this Agreement and such Member's Subscription Agreement, (ii) its proportionate share of Entity Tax liability to the Company pursuant to Section 5.5.D, (iii) Giveback payments pursuant to Section 15.6, and (iv) any other payments required by this Agreement, which obligations are intended to

be enforceable only by the Company and the Managers but not by creditors of the Company, and nothing elsewhere set forth in this Agreement or in any other document, and nothing arising from any other transaction whatsoever between or among any or all of the Members or the Company or a Co-investment Venture (or its members or the members of such members) shall have the effect of removing, diminishing, or otherwise affecting such limitation.

3.4. **No Priority, Etc.** Except as may be set forth in a Member's Side Letter, no Member has priority over any other Member either as to the return of its Capital Contribution or, other than as provided in Section 10, as to any allocation of Profits or Losses.

3.5. **Company Property.** No real or other property of the Company will be deemed to be owned by any Member individually, but will be owned by, and title will be vested solely in, the Company (or a Co-investment Venture or their respective Subsidiaries).

4. **Capital Contributions; Defaulting Members; Member Withdrawal.**

4.1. **Management Investment.** The Managers or their respective Affiliates may make one or more Capital Contributions to the Company in any amount through direct investment as a Member in the Company, or indirectly through investment of an Affiliated Member as a Member in the Company (collectively, the "**Manager Group Contribution**").

4.2. **Requirements for Admission as Member.**

A. Each Member other than the Managers must execute and deliver to the Managers a Subscription Agreement and such other documents as are deemed reasonably appropriate by the Managers, and make its initial Capital Contribution to the Company in amounts provided by this Agreement and such Member's Subscription Agreement. Under such Subscription Agreement and other documents, such subscriber shall, subject to acceptance of its subscription by the Managers, execute a counterpart of, and agree to be bound by, this Agreement. Such execution of this Agreement may be directly or via the power of attorney granted pursuant to the Member's Subscription Agreement. In order to comply with Section 5.7, no Person will be admitted as a Member if the Managers conclude that, immediately after giving effect to and as a result of the admission of such Person, participation by Benefit Plan Investors in the Company will be "significant" as defined in the Plan Asset Regulations, unless the Managers conclude, with the advice of ERISA counsel, that the requirements of Section 5.7 have been satisfied.

4.3. **Admission of Members.**

A. Each Member admitted to the Company pursuant to this Section 4 will become a Member as of the date of any Capital Contribution, as applicable.

B. The Managers may admit additional Members, or accept additional Capital Contributions from existing Members (an "**Additional Member**" with respect to its new or additional Capital Contribution), from time to time at the discretion of the Managers. In connection with the admission of Additional Members, the Manager may regularly modify **Schedule A** and

the books and records of the Company to accurately reflect the Capital Contributions and Capital Accounts of all Members.

C. The admission of a Person to the Company that would cause the Company to be an “investment company” within the meaning of Section 3 of the Investment Company Act will, to the fullest extent permitted by law, be void *ab initio* and will not bind or be recognized by the Company.

4.4. **Payment of Capital Contributions.**

A. General.

(1) Capital Contributions will be required to be made on or prior to becoming a Member in an amount set forth in each Member’s Subscription Agreement.

(2) The Members’ Capital Contributions generally will be used to (i) pay Organization and Offering Expenses, Operational Expenses, fees to the Managers and their Affiliates as described in this Agreement, and other operating expenses, (ii) fund the obligations of the Company with respect to potential Investments, (iii) provide the cash necessary, in the sole and absolute discretion of the Managers, to pay expenses and establish reasonable reserves of the Company, and (iv) repay obligations of the Company and its Subsidiaries.

(3) Except as otherwise provided, each Capital Contribution from Members other than the Managers will be payable by wire transfer in immediately available funds or by ACH or check (subject to clearance if such payment by ACH or check in lieu of wire transfer is approved by the Managers in their sole and absolute discretion).

B. No Interest on Capital Contributions. No Member will be paid interest on any Capital Contribution or on such Member’s Capital Account.

C. No Right to Make Contributions. No Member will have the right to make any contribution of capital not approved by the Manager.

D. No Right to Demand Return of Capital. No Member has any right to demand the return of its Capital Contributions, except upon dissolution of the Company pursuant to Section 17 (and then only to the extent Distributions are required to be made to such Member).

E. No Right to Receive Distributions Other than Cash. No Member has the right to demand or receive property other than cash in return for its Capital Contributions (and then only to the extent Distributions are required to be made to such Member under Sections 9.2, 9.6, or 17.2).

F. No Grant of Security Interest. No Member may pledge or grant a security interest in its Equity Interest without the prior written approval of the Manager, such approval to be granted or withheld in the sole and absolute discretion of the Manager.

4.5. **Defaulting Members.**

A. If a Member breaches this Agreement (including, without limitation, failing to pay any amount required to be paid by it when due under this Agreement) or such Member's Subscription Agreement, the Managers may, in their sole and absolute discretion, provide a notice of default (a **"Default Notice"**) to such Member. If a Member otherwise breaches this Agreement or such Member's Subscription Agreement, the Managers may, in their sole discretion, provide a Default Notice to such Member. If the delinquent payment obligation is not received by the Company within five (5) Business Days after the receipt of such Default Notice, or if the other breach for which a Default Notice has been provided is not cured within a reasonable time as determined by the Managers (but in no event may such time period be less than fifteen (15) Business Days nor more than sixty (60) days), then such Member to whom the Default Notice was sent will be deemed a **"Defaulting Member"** effective from and after the date of delivery of the Default Notice.

B. With respect to a Member that is a Defaulting Member as a result of a failure to pay any amount required to be paid by it when due under this Agreement, upon notice from the Managers (which notice may be sent in the Manager's sole and absolute discretion), such amount will constitute a demand loan (**"Default Loan"**) to such Member that bears interest payable to the Company at a rate of 18% per annum, compounded monthly, or, if lower, the highest rate of interest permitted under applicable law, from and after the original due date of such amount (the **"Default Date"**) until the earliest of (i) the payment of such amount, including any interest accruing under this Section 4.5.B, or (ii) the conclusion of foreclosure proceedings under Section 4.5.D. Any interest paid by a Defaulting Member pursuant to this Section 4.5.B will not be treated as a Capital Contribution but will be treated as income of the Company. Alternatively, the Managers, in their sole and absolute discretion, may make Default Loans, and/or allow one or more non-Defaulting Members to make Default Loans, to the Defaulting Member at a rate equal to the lesser of 18% per annum, compounded monthly, and the maximum interest rate permitted by law, the proceeds of which are to be paid to the Company in respect of the delinquent amount payable by such Defaulting Member, to be repaid from the Distributions otherwise payable to the Defaulting Member (with such Distributions being deemed to have been first made to the Defaulting Member and then paid to the lender in repayment of such Default Loan). Any such amounts so withheld will be treated, for all purposes, as if such amounts had first been distributed to the Defaulting Member and thereafter paid by the Defaulting Member to the Company or to any Members who have made such Default Loan as provided above, as applicable, in payment of the principal and any accrued and unpaid interest on such Default Loan.

C. Notwithstanding any other provision of this Agreement, the Company has the right to withhold any Distributions due to a Defaulting Member, including any future allocations of profit or gain and Distributions related thereto, and apply any such Distributions to the payment of such Defaulting Member's Default Loan (and any interest accrued and unpaid thereon).

D. In addition to or in lieu of, and not in limitation of, any of the foregoing, the Managers, in their sole and absolute discretion, may (i) commence proceedings to collect any due and unpaid amount due pursuant to this Agreement or such Defaulting Member's Subscription Agreement (plus interest in accordance with Section 4.5.B above) and the expenses of collection,

including court or arbitration costs and reasonable attorneys' fees and disbursements; and/or (ii) cause the Defaulting Member not to receive any future allocations of Profits or Losses of the Company to its Capital Account and/or any Distributions. The provisions set forth in clause (ii) above shall constitute penalties as permitted by the Act that have been fully negotiated and discussed, and each Member completely understands and comprehends the intent, effect, and potential ramifications thereof. The Members agree that the provisions of this Section 4.5.D are a reasonable remedy for the monetary and other damage that would result from any Member's failing to make payments required under this Agreement or such Defaulting Member's Subscription Agreement as and when from time to time required pursuant to the provisions of this Agreement or other breach of this Agreement or such Defaulting Member's Subscription Agreement.

E. Any actions taken by the Managers or the Company pursuant to Sections 4.5.A through 4.5.D, inclusive, are in addition to and not in limitation of any other rights or remedies that the Company may have against the Defaulting Member, including, but not limited to, the right to hold the Defaulting Member responsible for any damages or liabilities (including reasonable attorneys' fees) to which the Company may be subjected (in whole or in part) as a result of the default by the Defaulting Member. Notwithstanding any implication to the contrary in this Agreement, a Defaulting Member may not receive indemnification from the Company as a result of its default under this Agreement or such Defaulting Member's Subscription Agreement.

F. So long as a Defaulting Member remains a Defaulting Member, such Member will not, in the sole and absolute discretion of the Manager, effective upon the Manager giving notice to the Defaulting Member, be entitled to exercise any voting rights, approval rights, co-investment rights, rights to participate in future investment opportunities sponsored by the Managers or their Affiliates, or right to purchase any other Defaulting Member's Interest otherwise granted to such Member under this Agreement. In addition, the Managers, in their sole discretion, may elect, effective upon the Manager giving notice to the Defaulting Member, that the Defaulting Member lose its vote and representation on any advisory councils and committees. This Section 4.5.F specifically overrides and takes precedence over any provision to the contrary in any Side Letter with a Member unless such Side Letter specifically references and overrides this Section 4.5.F (or an element hereof). Each Member acknowledges that it has read and agrees to this Section 4.5.F, notwithstanding a later dated Side Letter, and consents to the Managers' use of this Section 4.5.F as an estoppel against any Member claiming precedence of a Side Letter over this Section 4.5.F with respect to the subject matter of this Section 4.5.F.

4.6. Member Withdrawal Rights.

A. Except as otherwise provided in Section 7.1.C (regarding withdrawal and readmission across Parallel Investment Vehicles), in Section 14.6 (with respect to certain 20% Beneficial Owners), or in this Section 4.6, no Member will be permitted to withdraw profits, gains, or capital from the Company prior to the liquidation of the Company without the prior written approval of the Managers, which approval may be withheld in the Managers' sole and absolute discretion. Subject to Section 5.7, partial withdrawals of profits, gains, or capital with respect to a Member's Capital Contribution will not be permitted, and a Member desiring to withdraw must withdraw its entire interest relating to its Capital Contribution.

B. Notwithstanding any provision contained herein to the contrary, but subject to the partial withdrawal provisions of Section 5.7 and the approval of the Managers, each ERISA Member may elect to withdraw in its entirety from the Company, and upon demand by the Manager shall withdraw from the Company, if either the ERISA Member or the Managers shall obtain an Opinion of Counsel to the effect that it is more likely than not that all or any portion of the assets of the Company constitute assets of the ERISA Member for the purposes of ERISA and are subject to the provisions of ERISA to substantially the same extent as if owned directly by the ERISA Member. Such withdrawal shall be effective ninety (90) days after the delivery of such Opinion of Counsel, unless the Managers shall have selected an earlier effective date.

C. Notwithstanding any provision contained herein to the contrary, any Member shall withdraw from the Company, upon demand by the Manager, if (a) the Member fails to produce any information requested by the Company or Managers to comply with anti-money laundering or anti-terrorist financing laws, rules, regulations, directives, special measures, or other applicable law, or (b) the Managers obtain an Opinion of Counsel to the effect that it is more likely than not that (i) such Member is prohibited by applicable statutes, rules or regulations, or the issuance of a court order, from making additional investments, or continuing its participation, in the Company or (ii) the continued participation by such Member would result in a Company Regulatory Risk.

D. If any Member shall withdraw or be required to withdraw in accordance with the provisions of this Section 4.6, there shall be distributed to such Member or its legal representative within ninety (90) days after the last day of the Fiscal Year of the Company in which such withdrawal occurred, an amount equal to the balance of such Member's Estimated Value Capital Account as of the end of such Fiscal Year of the Company or, if withdrawal occurs other than at the end of a Fiscal Year, as of the date of such withdrawal; provided, however, that for purposes of determining the Estimated Value Capital Account in connection with the payment to be made pursuant to this Section 4.6.D to such Member, the Managers may deduct from the valuations of the Company's Investments such costs or expenses, in an amount not to exceed 5% of such valuations, as the Managers may determine to be necessary to cover the costs of implementing such withdrawal.

E. The Company may, in the sole and absolute discretion of the Managers, subject to the limitations set forth below, make any distribution or payment pursuant to Section 4.6.D in cash or in the form of an interest free promissory note of the Company maturing upon the dissolution of the Company. In no event shall any Member be required to contribute capital to the Company to satisfy the amount due to a withdrawing Member. However, unless a withdrawing ERISA Member otherwise elects, no distribution of property held by the Company, or of any interest therein, will be made to such ERISA Member if the effect of such distribution, as set forth in an Opinion of Counsel, would be to continue the situation or circumstance giving rise to the necessity for such ERISA Member's withdrawal.

F. If any payment pursuant to Section 4.6.D is made in whole or in part by delivery of a promissory note of the Company, the Company shall, from time to time during the term of such note, prepay all or a portion of the principal thereof within thirty (30) days of such times and in such amounts as will approximate the Distributions that the withdrawing Member would have received if it had not withdrawn from the Company. If any amount of such promissory

note remains outstanding at such time as the Company is being liquidated, the withdrawing Member holding such promissory note shall receive the lesser of (i) the unpaid balance of the note or (ii) the amount of the Company's assets available pursuant to Section 17.2.B(2) after making payments or provisions for the items set forth in Section 17.2.B(1), but prior to making any Distribution to the Members pursuant to Section 17.2.B(3).

G. Subject to Section 4.6.D, from and after the date of withdrawal of a Member from the Company, no interest will be payable on its Interest in the Company to the date of payout.

5. **Management.**

5.1. **General Authority.**

A. The management and operation of the Company and its business and affairs will be, and hereby are, vested solely in the Managers. The Managers have full, complete, and exclusive control of the management and operation of the business of the Company and the authority to do all things necessary or appropriate to carry out the purposes, business, and powers of the Company as described herein, with full discretion and without any further act, vote, or approval of any Member or the Investor Advisory Committee or Investment Committee (except as specifically provided in this Agreement). Except as expressly limited in this Agreement, the Managers possess and enjoy with respect to the Company all of the rights and powers of a manager of a manager-managed limited liability company to the extent permitted by the Act. The Company hereby irrevocably delegates to the Managers, without limitation, the power and authority to act on behalf of and in the name of the Company, without obtaining the Consent of or consulting with any other Person, to take any and all actions on behalf of the Company as permitted in this Agreement. The Managers, to the extent of its powers set forth herein, are agents of the Company for the purpose of the Company's business and the actions of the Managers taken in accordance with such powers shall bind the Company.

B. The Managers are permitted to delegate and/or to contract, on behalf of the Company, all or part of its services to any Affiliate (subject to the provisions of Section 5.2.H) or, to the maximum extent permitted by law, any other Person.

5.2. **Authority for Specific Actions.** Subject to Section 5.6, the Managers are authorized to take the actions listed below in this Section 5.2 on behalf of the Company, and/or to cause the Company to do so (this Section 5.2 is intended as an amplification of, and does not in any manner limit, the authority granted to the Managers under this Agreement or the Act):

A. **General and Secured Borrowings.** To borrow money from sellers of assets or from banks or other lending institutions or the commercial paper market, and otherwise to procure extensions of credit for the Company, any Parallel Investment Vehicles, a Co-investment Venture, or any of its or their Subsidiaries, including at the discretion of the Managers, to issue instruments evidencing indebtedness or other debt obligations and, if security is required therefore, to pledge, hypothecate, mortgage, assign, transfer and grant a security interest in the Investments, Capital Contributions of the Company to its Subsidiaries and other assets of the Company and its Subsidiaries, and to cause the Company or any Subsidiary to lend money to, or borrow money from, any other Entity Affiliated with the Company at market rates; to secure acquisition financing

at the Company and Permitted Investment level that may include financing obtained in connection with the acquisition of a portfolio, which Permitted Investments may be cross-collateralized within such portfolio upon acquisition; to cause the Company or Subsidiary to incur indebtedness (including revolving indebtedness or pursuant to standby letters of credit) containing covenants requiring the borrowing entity to maintain at least a certain percentage of unlevered equity in the secured assets under such credit facility; and in connection with any of the foregoing to execute, seal, acknowledge and deliver promissory notes, guarantees, mortgages, security and other agreements, assignments and any other written documents, and to prepay in whole or in part, refinance, recast, increase, modify or extend any such debt affecting any of the assets of the Company, any Parallel Investment Vehicles, any Co-investment Venture, or any Subsidiaries of the foregoing and in connection therewith to execute any extensions or renewals of any such debt and/or any other loans.

B. Guarantees. Subject to Section 5.6.C, to guarantee liabilities to lenders and other parties on terms and conditions deemed by the Manager to be in the best interest of the Company in order to facilitate Permitted Investments or obtain interim financing on behalf of the Company.

C. Guarantees of Third Party Liabilities; Providing Financing. To guarantee liabilities of third parties or to provide financing as the Manager deems necessary in connection with making or disposing of Investments or operating or liquidating the Company.

D. Holding Assets. To hold assets of the Company and other Subsidiaries in the name of one or more trustees, nominees, other agents or, directly or indirectly, through one or more entities owned in whole or in part, directly or indirectly, by the Company, any Parallel Investment Vehicle, or any Subsidiary.

E. Insurance. To maintain such insurance as the Manager may deem appropriate to protect the assets and interests of the Company, Subsidiaries, and Company Indemnitees and to satisfy any contractual undertakings of the Company or any Subsidiary including maintaining directors' and officers' insurance, environmental loss insurance and insurance against loss resulting from terrorist acts. The Manager may acquire insurance for the Company via policies issued to the Managers and their Affiliates if doing so would result in substantially the same coverage at a cost equal to or less than coverage obtained solely for the Company.

F. Establish Reserves. To establish reasonable reserves for any Company purposes and to fund such reserves with any Company assets, borrowed funds, or Capital Contributions.

G. Service Providers. To enter into service-provider arrangements, both with third parties and with Affiliates of the Managers (subject to Section 5.2.H), with respect to administering the Company or any asset of the Company or any Subsidiary, including, without limitation, agreements that provide for incentive compensation and to employ and dismiss from employment any and all consultants, custodians, property managers, and service providers of and for the Investments and assets of the Company and Subsidiaries, including, without limitation, attorneys, accountants and other advisors.

H. Related Party Transactions. To enter into transactions with one or more Affiliates of the Managers or Affiliates of any Member to provide any type of service that could be performed by third parties for the Company or any Subsidiary; *provided, however*, that: (i) any fees payable to such service providers shall not exceed competitive market rates; or (ii) such transaction is approved by the Investor Advisory Committee, and *provided further*, if an Affiliate of the Manager breaches any contract with the Company or any of its Subsidiaries, the Managers shall enforce the Company's remedies under such contract against such Affiliate as reasonably directed by the Investor Advisory Committee. For the sake of clarity, it is acknowledged that Flats LLC, an Illinois limited liability company and an Affiliate of the Managers, and/or a subsidiary of Flats LLC, will provide property management services to each Investment.

I. Creation of Entities. To create one or more Entities to hold any assets of the Company or for any other Company purpose, and to hold any interest in such entities provided in all cases such entities provide the Members with the same level of limited liability protection as does the Company. The Managers may have management rights and financial interests in any such entities so long as such arrangements preserve in all material respects the overall economic relationship and rights of the Members.

J. Joint Ventures. To form, own, invest in and/or acquire shares or interests in one or more joint ventures (on behalf of the Company), subject to Section 2.12.

K. Securities. To acquire debt or equity instruments or interests in partnerships or other entities owning real properties or debt related thereto or rights with respect to either of the foregoing.

L. Borrowing from Affiliates. To borrow funds from a Manager or any Affiliate of the Managers at market rates, or such other rate as approved by the Investor Advisory Committee, and shall include such other standard market terms as determined by the Managers in their sole but reasonable discretion.

M. Parallel Investment Vehicles. To create, in the Managers' sole and absolute discretion, one or more limited partnerships, limited liability companies, or other investment entities whose manager (or general partner, managing member, or similar controlling Person, as the case may be) will be the Managers or an Affiliate thereof and whose limited partners (or non-managing members, beneficiaries, or similar investors, as the case may be) will be investors of a similar class (such as institutional investors) (the "**Parallel Investment Vehicles**"), and each of which will operate in parallel with the Company and invest proportionately as described in Section 7.4 below with the Company (directly or through a Co-investment Venture) on substantially the same terms and conditions as the Company per unit of investment, subject to applicable legal, tax or regulatory considerations. The conditions, concessions and economic terms (collectively, the "**PIV Terms**") of each such Parallel Investment Vehicle may differ from those set forth in this Agreement, and such PIV Terms will be confidential to the investors in such Parallel Investment Vehicle except to the extent the Managers agree in a Member's Side Letter. Except as may be expressly agreed to by the Managers in their sole and absolute discretion, no Member will have a right to any PIV Terms solely because they were offered to an investor in a Parallel Investment Vehicle, and there is no most favored nations clause across or among the Company and the other Parallel Investment Vehicles, and no investor in the Company or any other Parallel Investment

Vehicle will be entitled to any more favorable provision than is set forth in this Agreement or the applicable Parallel Investment Vehicle documents for such investor.

N. Alternative Investment Vehicles. To create, in the Managers' sole and absolute discretion, one or more alternative investment vehicles (the "**Alternative Investment Vehicles**") for the purpose of making through, holding by, or transferring to such Alternative Investment Vehicle a Permitted Investment if the Company or any Member encounters legal, tax, regulatory, or other similar impediments arising from the Company making or holding the Permitted Investment. In this situation, the Managers may elect to hold such Permitted Investment outside the Company in, or permit the Members to hold their interest in the Company through, an Alternative Investment Vehicle that would not encounter (or would appear to mitigate) such legal, tax, regulatory, or other similar impediments. Such an entity may include a blocker entity or an offshore vehicle and may be held by a nominee for the Company and shall have terms what will be substantially the same in all material respects as the Company's and provide for the limited liability of the Members. The Managers and their Affiliates may make a portion of any Manager Group Contribution to the Alternative Investment Vehicles described above so long as such arrangements preserve in all material respects the overall pre-tax economic relationship of the Members (taking into account the economics of the Company and any other Parallel Investment Vehicles and each such Alternative Investment Vehicle), as the Managers reasonably, but in their sole and absolute discretion, determines such economics should be adjusted arising out of any Member(s) not participating in a Permitted Investment made through, held by, or transferred to an Alternative Investment Vehicle. The specific costs of blocker structures for one or more investors may (but need not) be required by the Managers to be borne solely by such investors as determined by the Managers in the Managers' good faith discretion.

O. Side Letters. To, on its own behalf or on behalf of the Company (or any Parallel Investment Vehicle or Alternative Investment Vehicle), enter into side letters or other agreements ("**Side Letters**") with any Member without the Consent of any other Members that may have the effect of amending or modifying such Member's Subscription Agreement or this Agreement with respect to such Member. The conditions, concessions and economic terms contained in any Side Letter may differ from those set forth in this Agreement, and such Side Letter terms will be confidential to the investor receiving such Side Letter except to the extent the Managers agree in another Member's Side Letter. Except as may be expressly agreed to by the Managers in their sole and absolute discretion, no Member will have a right to any terms contained in any Side Letter of another Member solely because they were offered to such other Member, and there is no most favored nations clause across the Company with respect to Side Letters, and no investor in the Company will be entitled to any more favorable provision than is set forth in this Agreement for such investor except as may be provided in a Side Letter.

P. Acquiring Investments. To make Investments or cause the Company to make Investments consistent with the purposes of the Company, directly or through one or more Subsidiaries.

Q. Warehousing Investments. In order to facilitate investment by the Company, to, directly or through an Affiliate, purchase or acquire control of prospective Investments for the Company and transfer such prospective Investments to the Company at the Managers' (or such Affiliate's) Adjusted Cost. "**Adjusted Cost**" means with respect to any

Investment, the sum of the original cost to acquire and then to own and operate such Investment, including (without limitation) external borrowings and borrowing costs, equity and equity costs of the Managers and their Affiliates, and other allocable expenses and acquisition costs, offset by any cash received by the Managers or such Affiliate arising from such Investment while held outside the Company (including distributions received on account of such Investment). For purposes of determining Adjusted Cost, the warehousing costs of the Managers and their Affiliates that are not funded with external borrowings (i.e., “equity and equity costs” of the Managers and their Affiliates) shall bear a return equal to 10% per annum, compounded annually, or such other higher rate as is approved by the Investor Advisory Committee. The Managers may identify Investments that will be warehoused for acquisition by the Company, and the Managers will cause the Company to purchase or otherwise acquire control of any warehoused Investments acquired.

R. Selling Investments. To sell all or any part of any Investment, whether for cash or securities, on such terms as the Managers determine to be appropriate in their sole and absolute discretion.

S. Payments. To incur all expenditures permitted by this Agreement, and, to the extent that funds of the Company are available, pay all expenses, debts and obligations of the Company and its Subsidiaries.

T. Documents. To enter into, execute, amend, supplement, acknowledge, and deliver any and all contracts, agreements, or other instruments (including agreements to form, own, invest in, and/or acquire shares or interests in one or more joint ventures and partnerships) as the Managers determine to be appropriate in furtherance of the purposes of the Company, including entering into agreements to acquire or dispose of Investments and agreements to effect the offer and sale of Equity Interests, any of which may include such representations, warranties, covenants, indemnities, and guarantees as the Managers deem necessary or advisable.

U. Interim Investments. Pending investment in Permitted Investments, payment of expenses, or making cash Distributions to the Members, to make Interim Investments.

V. Substitute Members. To admit an assignee of all or any portion of a Member’s Equity Interest to be a Substitute Member in the Company pursuant to and subject to the terms of Section 14.4.

W. Tax Elections. To make, or refrain from making, any election under U.S. federal, state and local tax laws or the tax laws of any applicable foreign jurisdiction.

X. Bank Accounts. To open, have, maintain and close bank, escrow and brokerage accounts, including the power to draw checks or other orders for the payment of monies.

Y. Litigation; Arbitration. To bring and defend actions and proceedings at law or in equity or before any governmental, administrative or other regulatory agency, body or commission or arbitral body in any jurisdiction, domestic or foreign.

Z. Other Actions. To take any other action permitted to be taken or reserved to the Managers under the Act.

5.3. **Guarantees by the Managers and their Affiliates.** The Managers, or their Affiliates, in the Managers' sole and absolute discretion, may (when appropriate) guarantee certain liabilities of third parties or the Company or Subsidiaries or provide interim financing as the Managers deem reasonably necessary in connection with making or disposing of Investments or operating or liquidating the Company. Nothing in this Section 5.3 obligates the Managers or their Affiliates to provide such guarantees. If the Managers or any of their Affiliates provides guarantees of any financing, then the Company or a Subsidiary, as applicable, shall pay to such guarantor (a "**Guarantor**") a guarantee fee pursuant to Section 6.3.A.

5.4. **Duties and Obligations of the Manager.**

A. The Managers will use commercially reasonable efforts to identify opportunities for Permitted Investments consistent with the purposes and objectives set forth in Section 2.4.

B. The Managers shall take all action which may be necessary or appropriate for the continuation of the Company's valid existence and authority to do business as a limited liability company under Delaware law and of each other jurisdiction in which such authority to do business is necessary or, in the judgment of the Managers, advisable to protect the limited liability of the Members or to enable the Company to conduct the business in which it is engaged. The Managers shall not intentionally violate any law applicable to the Company.

C. It shall be the duty and responsibility of the Managers to manage and control the Investments, business, and affairs of the Company. The Managers shall devote such time to the Investments, business and affairs of the Company as it deems necessary, proper or desirable to supervise the Investments, business and affairs of the Company in an efficient manner. Except as otherwise explicitly provided herein, the Managers shall not be obligated as the Managers of the Company to provide services directly to any Permitted Investments (including, without limitation, services that the Managers or one of their Affiliates may be in the business of providing), and the Managers may employ an agent or agents for such purpose (which, subject to Section 5.2.H and the other provisions of this Agreement, may include Affiliates of the Managers).

5.5. **Tax Matters.**

A. The Sponsor Manager shall act as the "Partnership Representative" for purposes of Sections 6221 through 6241 of the Code; *provided that* if the Treasury Regulations require an individual be named as a designated individual to act on behalf of an entity serving as the Partnership Representative, then an Affiliate of the Managers or Sponsor Manager shall be such designated individual. Each Member hereby Consents to the Sponsor Manager serving as the Partnership Representative and agrees that, upon request of the Partnership Representative, it will execute, acknowledge, deliver, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such Consent.

B. The Partnership Representative will be authorized to represent the Company (as an Operational Expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to (a) sign consents, enter into settlement and other agreements with such authorities with respect to any such

examinations or proceedings and (b) expend the Company's funds for professional services incurred in connection therewith. The taking of any action and the incurring of any expense by the Sponsor Manager in its capacity as the Partnership Representative, except to the extent as may otherwise be required by law, is a matter in the sole discretion of the Partnership Representative, and for the sake of clarity, the provisions on protection and indemnification of the Partnership Representative set forth in Section 15.3 below will be fully applicable to the Partnership Representative when acting in its capacity as the Partnership Representative.

C. The Partnership Representative may, in its discretion, cause the Company, in connection with any audit or proposed adjustment by the Internal Revenue Service, to make a valid election pursuant to Section 6226 of the Code and to comply with any requirements necessary to the continued validity of such election and accordingly to require each Person who was a Member during the taxable year of Company that was audited (a "**Review Year**") to personally bear any tax, interest and penalty resulting from adjustments based on such audit, and shall notify each such Person (and the Internal Revenue Service) of its share of such audit adjustments. Each Member agrees to the foregoing, even if such Person is no longer a Member (unless a Substitute Member has agreed to bear such liability in an appropriate document evidencing a Transfer under Section 14 hereof).

D. In the event that the Company is unable (or otherwise fails) to make an election pursuant to Section 6226 of the Code and the Company is subject to an entity-level tax (including any interest, addition to tax, or penalties related thereto, an "**Entity Tax**") as a result of adjustments to items of income, gain, deduction, loss or credit of the Company for any Review Year, then (a) each Member agrees that each Person who was a Member during the taxable year of the Company that was audited, even if such Person is no longer a Member (unless a Substitute Member has agreed to bear such liability in an appropriate document evidencing a Transfer under Section 14 hereof), shall pay to the Company an amount equal to such Person's proportionate share of such liability, as determined by the Partnership Representative, based on the amount each such Person should have borne (computed at the tax rate used to compute the Company's liability, as may be adjusted pursuant to clause (b) below) had the Company's tax return for such taxable year reflected the audit adjustment, and the expense for the Company's payment of such Entity Tax shall be specially allocated to such Persons (or their successors) in such proportions and (b) the Partnership Representative will use commercially reasonable efforts to (i) if a Member was a tax-exempt entity during such Review Year, reduce the amount of such Entity Tax liability owed by the Company on account of the tax-exempt status of such Member as provided in Section 6225(c)(3) of the Code, (ii) if a Member was a C corporation or an individual (as such terms are used in Section 6225(c)(4) of the Code) during such Review Year, reduce the amount of such Entity Tax liability owed by the Company on account of such status as provided in Section 6225(c)(4) of the Code, and (iii) reduce, to the extent possible, the Entity Tax liability based on any other provisions of the Code or Treasury Regulations thereunder that may be applicable in such circumstance.

E. The Managers and Sponsor Manager are specifically directed and authorized to take whatever steps they deem necessary or desirable to perfect its designation as the Partnership Representative, including, without limitation, filing any forms or documents with the Internal Revenue Service and taking such other action as the Managers in their discretion determine may from time to time be required or advisable under Treasury Regulations. Each

Member hereby Consents to the Partnership Representative extending the statute of limitations with respect to such Member regarding Company tax items (without the further Consent of such Member being required) and settling any dispute with a taxing authority for the Company.

F. Notwithstanding the foregoing, the Managers, in their capacity as the managers of the Company, have the sole and absolute authority to make any other elections on behalf of the Company permitted to be made pursuant to Section 754 or any other section of the Code or the Treasury Regulations promulgated thereunder.

5.6. Limitations on the Manager; Investment Restrictions.

A. General Limitations on the Managers. The Managers shall not, and shall not permit any of their Affiliates to:

- (1) do any act in contravention of any applicable law or regulation or any provision of this Agreement;
- (2) possess Company property for other than a Company purpose;
- (3) admit any Person as a “manager” or “managing member” of the Company except as permitted under Section 14.1 and the Act; and
- (4) admit any Person as a Member except as permitted under Sections 4.3 and 14.4 of this Agreement and the Act.

B. Investment Restrictions.

(1) Unless otherwise approved by the Investor Advisory Committee, for purposes of this Agreement, the terms “Permitted Investment,” “Target Assets,” and “Target Market,” have the meanings set forth below:

(a) **“Permitted Investment”** means any direct or indirect investment by the Company (or its Subsidiaries) in the Target Assets located in the Target Market.

(b) **“Target Assets”** means (a) institutional-scale, multi-family real estate assets, (b) land sits for the purpose of developing multi-family assets and (c) up to 25% of Company’s assets in management positions of companies holding stabilized multi-family real estate assets.

(c) **“Target Market”** means top urban core markets in Washington, Oregon, California, Nevada, Texas, Georgia, North Carolina, Florida, Illinois, and Minnesota.

(2) For purposes of clarification, the Managers may cause the Company to invest, directly or indirectly, in any asset that qualifies as a Permitted Investment without the Consent of the Investor Advisory Committee or any Member. The Consent of the

Investor Advisory Committee will only be required in connection with investments that do not qualify as Permitted Investments.

C. Leverage and Guarantee Restrictions.

(1) Notwithstanding any implication to the contrary in this Section 5.6.C, the Managers may cause the Company to provide customary guarantees of liabilities to lenders providing financing indebtedness to the Company or to any Subsidiary, including (a) recourse guarantees, (b) completion guarantees, (c) non-recourse carve-out guarantees, (d) carried interest guarantees, and (e) guarantees or indemnities with respect to environmental liabilities.

(2) Except as otherwise provided in this Agreement with respect to guarantees by the Managers or their Affiliates (as applicable), all debt financings of the Company and each Subsidiary shall be non-recourse to the Members, including the Managers and their Affiliates, unless otherwise agreed to by such parties. The Managers may cause the Company to guarantee liabilities to lenders providing financing indebtedness to the Company or to any Subsidiary only if such debt recourse guarantee: (a) is a non-recourse carve-out guarantee, (b) is a guarantee with respect to environmental liabilities, (c) is a guarantee of completion of construction or development, (d) is a guarantee of a construction loan that expires (i) following completion of the construction or development, (ii) within a reasonable time period after operational stabilization, as determined pursuant to the applicable loan agreement, or (iii) upon the replacement of such construction loan with or conversion of such construction loan to so called “permanent” or “mini-perm” financing.

D. For purposes of this Agreement, “**Investment Period**” means the period commencing upon the Initial Closing Date and ending approximately twenty-four (24) months after the Offering Termination Date, subject to an additional six month extension, as approved by the Investor Advisory Committee; *provided that* the Investment Period may be terminated earlier by the Managers in their sole and absolute discretion.

5.7. **ERISA Matters.** Notwithstanding anything contained herein to the contrary, the Managers shall use reasonable efforts as a Company Expense to cause the Company to be managed so that the assets of the Company will not be “plan assets” subject to regulation under ERISA, either by (A) operating in a manner to qualify as a “venture capital operating company” or a “real estate operating company” as those terms are defined for purposes of ERISA or (B) not permitting Benefit Plan Investors to have “significant” equity participation, as defined in the Plan Asset Regulations (i.e., the “under 25%” test). The Managers shall have the right to take whatever action they deem necessary in their sole and absolute discretion to avoid having the assets of the Company being treated as “plan assets” under ERISA, including (x) seeking to qualify the Company under another exception under the Plan Asset Regulations, (y) delaying any Closing if, because of the proportion of anticipated investors at such Closing who are Benefit Plan Investors the Manager determines in good faith, upon advice of counsel, that a delay is necessary for the Company to take action to avoid its assets being treated as “plan assets” under the Plan Asset Regulations, or (z) requiring immediate withdrawal or partial withdrawal of one or more Members in accordance with Section 4.6. If the Managers require the withdrawal or partial withdrawal of one or more ERISA

Members until such participation is no longer deemed “significant,” the Managers will require withdrawal to be pro rata across all ERISA Members (until such participation is no longer deemed “significant”), unless such failure to comply with the “under 25%” test is a result of an action or omission (including any misrepresentation) of a Member (other than the mere act of becoming a Member), in which case such Member will be required to withdraw first. If the Company has any Benefit Plan Investors as Members, upon the request of a Majority in Interest of Benefit Plan Investors that are Members, the Manager will obtain an Opinion of Counsel at the later to occur of (1) the date when the Company acquires its initial Investment, or (2) the admission of the Company’s first Benefit Plan Investor as a Member, that the assets of the Company will not be deemed plan assets under the Plan Asset Regulations. The expense of any opinion beyond that provided above, if required, shall be paid by the Member(s) who require it. If such an opinion is issued at the request of a Member, the Managers shall obtain an annual Opinion of Counsel regarding the continued applicability of an exemption under the Plan Asset Regulations, if so requested, at such Member(s)’ expense.

5.8. Third Party Reliance. Third parties dealing with the Company are entitled to rely conclusively upon the authority of the Managers as set forth in this Agreement and may rely conclusively upon any certificate of the Managers to the effect that it is acting on behalf of the Company. The signature of the Managers shall be sufficient to bind the Company in every manner to any agreement or on any document, including, but not limited to, documents drawn or agreements made in connection with the acquisition or Disposition of any Investments or other properties in furtherance of the purposes of the Company. It is understood and agreed that any officer of a Manager may act for and in the name of such Manager under this Agreement. In dealing with such Manager or any such officer acting for or on behalf of the Company, no Person shall be required to inquire into, and Persons dealing with the Company are entitled to rely conclusively on, the right, power and authority of the Managers to bind the Company. Without limiting the generality of the foregoing, third parties need not confirm that the Managers obtained any necessary approvals from the Investor Advisory Committee or any Members. The Managers may certify at any time during the Term as to the existence and actual text of this Section 5.8 if it deems reasonably necessary.

5.9. Partnership Classification. The Managers shall use their reasonable best efforts to cause each of the Company and any Co-investment Venture to be treated for federal income tax purposes as a partnership and not as an association or publicly traded partnership (and shall cause each of the Company and any Co-investment Venture not to elect to be treated other than as a partnership for federal income tax purposes). Notwithstanding the foregoing, the Managers may cause any Subsidiary to be taxable as a corporation or to qualify as a disregarded entity or partnership for federal income tax purposes, in the sole and absolute discretion of the Managers.

5.10. Determination of Fair Value. The Managers will annually (commencing on or before the end of the first Fiscal Year in which the Initial Closing Date occurs) establish of the aggregate fair market values of the Company’s Investments and net assets of the Company as of the end of each Fiscal Year (incorporating appraisals for appraised Permitted Investments, and the Managers’ good faith internal valuation for all other Investments, performed using a fair value methodology permitted under GAAP in accordance with the Company’s valuation policy) (such value, except as otherwise provided in this Agreement, shall be the “**Fair Value**”). Appraisals are not required (annually or otherwise), unless otherwise determined by the Managers in their sole

and absolute discretion. Any appraisals obtained will be an Operational Expense of the Company unless the Managers agree to obtain such appraisal at the request of a Member, in which case the cost of such appraisal must be borne by such requesting Member. All valuations that have been determined in accordance with the terms of this Section 5.10 shall be final and conclusive on the Company and all Members, their successors, and assigns.

5.11. Other Businesses of the Managers and their Affiliates.

A. The Managers shall, and shall cause their Affiliates to, devote to the Company and to Investments so much of their business time and efforts as shall be reasonably necessary to conduct the Company's business and affairs in accordance with the terms of this Agreement.

B. In the event that the Managers or any of their Affiliates forms, manages, sponsors, and/or operates one or more investment vehicles with an investment objective that is substantially the same as that of the Company (which may be done without the Consent of any Member, the Investor Advisory Committee or Investment Committee) (a "**Competitive Fund**"), then the Managers will use commercially reasonable efforts to ensure the Company acquires suitable Investments by adhering to the Managers' and their Affiliate's investment allocation policy in accordance with Section 12.3.

C. Except for the transactions and other arrangements contemplated by this Agreement, none of the Managers nor any of their Affiliates may (i) engage in any transaction with the Company or (ii) seek to acquire for the Company interests in potential Investments that a Managers or any of their Affiliates manage, control, or in which any of them holds an ownership interest unless, in each case, (x) the Investor Advisory Committee has approved such transaction or acquisition, or (y) the terms of such transaction or acquisition are at competitive market rates; *provided that* nothing contained herein shall restrict the Company's ability to co-invest with any other third party or any predecessor fund or subsequent collective investment vehicle permitted to be organized by the Managers or their Affiliates or other co-investment activities permitted under this Agreement, or restrict direct or indirect passive investments by family members of any member, officer, director, or employee of a Manager or any of its Affiliates or trusts or other entities established by any of the foregoing for estate planning or charitable purposes in Permitted Investments.

D. Each Member acknowledges and agrees that the Managers, the Investor Advisory Committee, Investment Committee and their respective members, managers, directors, officers, partners, employees, agents, and Affiliates may exercise investment responsibility, or otherwise engage, directly or indirectly, in any other business, irrespective of whether any such business is similar to, or identical with, the business of the Company, which may include purchasing, selling, holding, or otherwise dealing with investments that are of a character which, if presented to the Company, could be acquired by the Company for investment. Neither the Company, nor any Member, solely by reason of being a Member in the Company, will have any right to participate in any manner in any profits or income earned or derived by or accruing to the Managers, the Investor Advisory Committee, or their respective members, managers, directors, officers, partners, employees, agents, and Affiliates from the conduct of any business or any investment activity other than the business of the Company or from any transaction or other

investment effected by any such Person on behalf of any Person other than that of the Company. This Section 5.11.D is subject to all other provisions of this Agreement.

E. None of the Managers nor any of their Affiliates shall be obligated to disclose or refer to the Company any particular investment opportunity.

6. **Expenses and Fees.**

6.1. **Transaction Fees.** Except as otherwise provided, none of the Managers or any of their Affiliates will receive any transaction fees such as acquisition, disposition, financing, or other similar fees in connection with the operation of the Company or its Subsidiaries.

6.2. **Asset Management Fees.**

A. As consideration for its real estate investment advisory, administrative, and related services, the Management Company may be paid annual asset management fees (the “**Asset Management Fees**”) by the Company or the Managers on behalf of the members of the Managers.

6.3. **Additional Fees Payable to Affiliates of the Manager.**

A. Guarantee Fee. As consideration for providing a guarantee, the Company (or applicable Subsidiary) will pay to the Guarantor(s) a one-time, up-front guarantee fee of 1% of the guaranteed amount. If there is more than one Guarantor, then the guarantee fee shall be apportioned pro rata among the Guarantors.

B. Project Fees. Subject to Section 5.2.H, in lieu of retaining unaffiliated third parties to provide services in connection with the Investments of the Company, the Managers or their affiliates may receive project fees from each property owning subsidiary, which may include (i) a construction management fee (up to and but not greater than one percent (1%) of the construction budget), (ii) a development fee (up to but not greater than three percent (3%) of the total development budget) and (iii) a design fee (up to but not greater than one percent (1%) of the total development budget), commencing with the closing of the acquisition of the respective property to be acquired or developed (the “**Project Fees**”). The Managers reserve the right to retain, in their sole but reasonable discretion, the Managers or their Affiliates to provide such services, for which such Persons will receive compensation. For the sake of clarity, any such fees payable the Managers or their Affiliates will be in addition to, and not part of, any fees described in this Section 6 or the Managers’ Carried Interest.

C. Selling Commissions, Oversight Fees and Expenses. The Managers’ may pay the Sponsor Manager, broker dealers and/or their Affiliates fees related to the offering of interests in the Managers.

6.4. **Expenses and Reimbursements.**

A. Organization and Offering Expenses. The Managers will pay all Organization and Offering Expenses.

B. Expenses Associated with Investments or Subsidiaries. Any costs and expenses related to a specific Permitted Investment of the Company (or a Parallel Investment Vehicle, Alternative Investment Vehicle, or any of their respective Subsidiaries) shall be charged to the applicable Investment (or allocated across Investments, if such Subsidiary holds more than one Investment) and paid directly by the Company or the Parallel Investment Vehicle, Alternative Investment Vehicle, or Subsidiary, as applicable. Any expenses related to the formation or operation of a specific Subsidiary shall be charged to the applicable Subsidiary and paid directly by that Subsidiary.

C. Operational Expenses. Operational Expenses shall be borne by the Company (or the applicable Parallel Investment Vehicle, Alternative Investment Vehicle, or Subsidiary). The Company (or the applicable Parallel Investment Vehicle, Alternative Investment Vehicle, or Subsidiary) shall pay Operational Expenses directly or shall reimburse the Manager (or other applicable Affiliate) for the payment thereof as the case may be. Operational Expenses shall be paid either from Current Income, from Interim Event Proceeds, from Disposition Proceeds, from Short Term Investment Income, or from Capital Contributions made by the Members. The Managers may cause the Company to borrow funds as contemplated by Sections 5.2.A and 5.2.L to pay Operational Expenses if it does not have available funds, in which case the borrowings shall be repaid from Current Income, from Interim Event Proceeds, Disposition Proceeds, Short Term Investment Income, or Capital Contributions.

D. Expenses Not Subject to Reimbursement. The Managers and their Affiliates are liable for and shall pay the following expenses: (i) the compensation and benefits of the employees of the Managers and payroll taxes relating thereto; and (ii) the rent and general office overhead of the Managers, including clerical, office supplies, office equipment expenses and other like expenses.

E. Members' Expenses. Each Member, other than the Manager and Affiliated Members, shall be solely responsible for its own expenses and out-of-pocket costs incurred in connection with the organization of, its admission to, and the maintenance of its Equity Interest in, the Company.

7. Operation of Parallel Investment Vehicles; Co-investment Venture(s).

7.1. Parallel Investment Vehicles.

A. General. Each Member hereby acknowledges and agrees that, in order to facilitate investment by certain investors, the Managers may form Parallel Investment Vehicles. The Term of the Company and each Parallel Investment Vehicle will end simultaneously. Any amendment made to this Agreement pursuant to Section 18 hereof shall be made to each other Parallel Investment Vehicle Agreement to the extent applicable and/or permitted by the relevant Parallel Investment Vehicle Agreement and Side Letters.

B. Operation in Parallel. Each Parallel Investment Vehicle shall invest on substantially the same terms and conditions as the Company's investment in an Investment, subject to any tax, regulatory, accounting, legal, or other similar considerations that may limit the amount, type, or timing of investment by the Company or such Parallel Investment Vehicle. To the extent

reasonably practical, each Parallel Investment Vehicle shall dispose of its interest in any Investment that was acquired in any investment made alongside the Company at substantially the same time, on substantially the same terms, and in the same relative proportions (based upon the aggregate amount invested by each of the Company and the Parallel Investment Vehicle) as the Company disposes of its interest in such Investment that was acquired by the Company in the transaction that gave rise to the Investment.

C. Withdrawal and Readmission. Notwithstanding anything to the contrary in this Agreement, the Managers may, in their good faith discretion (and without the act of any other Member), (i) enter into any agreement that permits an existing Member to withdraw from the Company and instead participate as a limited partner or member of a Parallel Investment Vehicle or (ii) if the Managers reasonably determine that a Member's status as a Member creates a Company Regulatory Risk, require such Member to withdraw from the Company and instead participate as a limited partner or member of a Parallel Investment Vehicle, in each case with a capital contribution equal to such Person's Capital Contribution prior to such withdrawal, and, in connection therewith, take any other necessary action to treat such Member as if such Member were a limited partner or member of a Parallel Investment Vehicle from the date when such Member was admitted to the Company. Notwithstanding anything to the contrary in this Agreement, the Managers may, in their good faith discretion (and without the act of any other Member), require or enter into any agreement that permits, as applicable, a Person withdrawing from a Parallel Investment Vehicle pursuant to a provision similar to this Section 7.1.C in a Parallel Investment Vehicle Agreement to be admitted to the Company as a Member with a Capital Contribution equal to such Person's capital contribution to such Parallel Investment Vehicle prior to such withdrawal and, in connection therewith, take any other necessary action to treat such Person as if such Person were a Member of the Company from the date when such Person was admitted to the Parallel Investment Vehicle. In the event of a Member's withdrawal from the Company and subsequent admission to a Parallel Investment Vehicle, or in the event of a Person's withdrawal from a Parallel Investment Vehicle and subsequent admission to the Company as a Member, the Managers, concurrent with such admission and withdrawal, will cause the Company to purchase from or sell to the Parallel Investment Vehicle, as applicable, a portion of each Investment or a Co-investment Venture at cost (as may be equitably adjusted by the Managers to account for Distributions related to such Investments), to the extent necessary for such Parallel Investment Vehicle and the Company to each own the portion of each Investment as contemplated by this Section 7.1.C. In connection with this Section 7.1.C, the Managers may take any other necessary, appropriate or advisable action to consummate the foregoing.

7.2. Investments by Parallel Investment Vehicles through Co-investment Venture(s). The Company may make some or all of its Investments through one or more joint ventures among the Company, one or more other Parallel Investment Vehicles, which such joint venture(s) will be a partnership or limited liability company (or other pass-through method of investing) (each, a "**Co-investment Venture**"), which will be governed by a written agreement (a "**Co-investment Venture Agreement**"). Each Co-investment Venture Agreement will provide that distributions from the Co-investment Venture will be made among the Company and the other Parallel Investment Vehicles in accordance with the relative capital contributions made by each of them to the Co-investment Venture.

7.3. **Cost Allocation.** The Managers will allocate Operational Expenses and Organization and Offering Expenses among the Company and the other Parallel Investment Vehicles in proportion to the respective aggregate Capital Contributions of each of the Company and the other Parallel Investment Vehicles; *provided, that* any such Operational Expenses or Organization and Offering Expenses that the Managers determine are more specific to one or more of the Company or other Parallel Investment Vehicles (including expenses associated with Company or Parallel Investment Vehicle level taxes or brokerage commissions) may be allocated to the Company and/or such Parallel Investment Vehicle, as the case may be, on a basis the Manager determines is fair and reasonable.

7.4. **Single Company Assumption.** The Company and all Parallel Investment Vehicles will be treated as a single entity (using the assumption that all Members and all members and partners of all Parallel Investment Vehicles were partners or members in a single Entity and that the following provisions of this Agreement and corresponding provisions of Parallel Investment Vehicle Agreements are applied on a combined basis to such single Entity) (the “**Single Company Assumption**”):

- A. Sections 4.3 and 4.4 with respect to the admission of Members;
- B. the default provisions of Section 4.5;
- C. the provisions of Section 5.6.B regarding investment restrictions to the extent applicable;
- D. the provisions of Section 6.4.B regarding expenses associated with Investments or Subsidiaries;
- E. the provisions of Section 6.4.C regarding Operational Expenses;
- F. the indemnification and exculpation provisions of Section 15; and
- G. the voting of the Members (except with respect to matters that solely apply internally to the Company or another Parallel Investment Vehicle), including any vote that results in the termination of the Investment Period, any amendment to a provision common across this Agreement and Parallel Investment Vehicle Agreements, the removal of a Manager, or the dissolution or liquidation of the Company or a Parallel Investment Vehicle, with all Parallel Investment Vehicles (including the Company) being required to liquidate or dissolve simultaneously.

8. **Consent, Voting, and Meetings.**

8.1. **Method of Giving Consent.**

A. Any vote or approval required by this Agreement (“**Consent**”) may be given as follows:

- (1) by a written consent given by the approving Member or board or committee member at or prior to effecting any act for which the Consent is solicited;

provided that such Consent has not been nullified by notice to the Managers by the approving Member or board or committee member at or prior to effecting the act or taking action in furtherance thereof; or

(2) by the affirmative vote by the approving Member or board or committee member to the doing of the act or thing for which the Consent is solicited at any meeting called and held to consider the doing of such act or thing.

B. References in this Agreement to the percentage of Equity Interests voting in favor or against any particular proposal means:

(1) In the case of a vote solely with respect to the Company, the percentage determined by dividing aggregate Capital Contributions of the Members eligible to vote and voting for or against such proposal by the aggregate Capital Contributions of all Members eligible to vote (as such percentage may be from time to time adjusted) and

(2) In the case of a vote pursuant to the Single Company Assumption, the percentage determined by dividing aggregate Capital Contributions of the Members (and members and partners of Parallel Investment Vehicles) eligible to vote and voting for or against such proposal by the aggregate Capital Contributions of all Members (and members and partners) eligible to vote (as such percentage may be from time to time adjusted).

C. With respect to all matters submitted by the Managers to a vote, consent, or approval of the Members, the Managers shall, within a reasonable time, deliver to Members in writing confirmation of the outcome of the vote, consent, or approval and the percentage by Capital Contributions of the Members voting in favor of or in opposition to the proposed matter.

D. Notwithstanding anything implied to the contrary, no Member has the right to vote on matters relating to the governance or operation of a Co-investment Venture except to the extent the Managers, in their sole and absolute discretion, determines or as to items to which the Single Company Assumption specifically applies.

8.2. **Meetings.** The Managers may determine, in their sole and absolute discretion, to cause the Company to conduct a meeting of the Members to discuss the business of the Company (a “**Meeting**”). If the Company conducts a Meeting, the Managers will give the Members at least thirty (30) days advance written notice of the time and place of the Meeting, unless the Managers, in their sole but reasonable discretion, determines that circumstances exist requiring a Meeting in a shorter period of time, in which case the Managers will provide as much notice as is reasonably practicable under the circumstances. At each Meeting, the Members will meet with the Managers and have an opportunity to discuss the business of the Company and such other matters as the Managers or the requesting Members desire to place on the agenda (Member agenda requests must first be approved for the agenda by the Managers, such approval not to be unreasonably withheld). The Company’s potential Investments will not be submitted for discussion at a Meeting and none of the non-Managers may play any role in the Company’s governance or participate in the control of the business of the Company. Each Meeting may be held in person, by telephone conference,

by e-mail, webcast, or other electronic means, and voting at any Meeting, a meeting of the Investor Advisory Committee, or any other vote of the Members, may be held by such means or by written Consent of the Members (which may be given via e-mail).

8.3. **Record Dates.** The Managers may set in advance a date for determining the Members entitled to notice of and to vote at any Meeting. All record dates may be no more than sixty (60) days prior to the date of the Meeting to which such record date relates, nor may such record date, in the case of a written Consent, be more than ninety (90) days prior to the date of the act or Meeting for which Consents are being solicited.

8.4. **Submissions to Members.** The Managers shall give all of the Members notice of any proposal or other matter required by any provision of this Agreement or by the Act to be submitted for the consideration and approval of the Members. Such notice shall include any information required by the relevant provisions of this Agreement or by the Act.

9. **Distributions.**

9.1. **Distributions Generally.** All Distributable Cash Flow remaining after the payment of any and all Company Expenses and in excess of reserves for expenses, indebtedness and liabilities, of the Company and its Subsidiaries and the Company's future capital requirements for the operation, maintenance, preservation, and/or enhancement of the Company's then existing Investments, as determined in good faith by the Managers, will generally be distributed to the Members on a quarterly basis beginning after Target Assets are developed and stabilized in accordance with the provisions of Section 9.2 below. Notwithstanding anything to the contrary contained in this Agreement, the Company, and the Managers on behalf of the Company, will not be required to make a Distribution to any Member on account of its Equity Interest in the Company if such Distribution would violate the Act, any anti-money laundering or anti-terrorist financing laws, rules, regulations, directives, special measures, or other applicable law.

9.2. **Distribution Priorities.** Subject to the provisions of Sections 9.1, 9.5 and 9.6, all Distributions shall be made *pro rata* to the Members in accordance with their Percentage Interests.

9.3. **Distributions on Account of Capital Contributions.** The Members agree that only Distributions of Negotiated Promote attributable to services provided by the Managers and their Affiliates are Distributions of Carried Interest.

9.4. **Distributions of Negotiated Promote.** The Negotiated Promote allocated to the Company shall be distributed in accordance with Section 9.2 (including advances of Negotiated Promote as tax distributions), but, however, will be subject to the same giveback or similar obligations as described herein. For the avoidance of doubt, the Managers may offer a Negotiated Promote in their sole discretion and without the involvement of the Investor Advisory Committee, Investment Committee, or any Member. Members have no expectation in any right to receive payment of a Negotiated Promote.

9.5. **Tax Distributions.** To the extent that the distribution priorities described above do not provide cumulative Distributions to the Members (including the Managers (and including with respect to their Carried Interest) as of the end of any calendar quarter in an amount at least equal to the federal and state taxes that would (based on the assumptions below) be deemed to be

payable by such Member on the cumulative taxable income of the Company allocated to such Member with respect to its Interest in the Company (and with respect to a Manager, its Interest and Carried Interest) as of the end of such quarter (determined by assuming that such Member is subject to the maximum combined effective federal and state income tax rate applicable to an individual resident in Illinois without taking into account the character of income allocated to such Member (and with respect to a Manager, on account of the Carried Interest and any portion of amounts allocated to the Manager that are treated as ordinary income by reason of services provided to the Company by the Managers or their Affiliates), the assumption that state taxes are non-deductible for federal income tax purposes, and applicable loss limitations contained in IRC Section 470 (if any) restricting the ability to deduct Company losses or deductions allocated to the Manager) (the “**Tax Liability**”), then, to the extent of available cash, as determined by the Managers in their sole and absolute discretion, the Managers will elect to cause a Distribution to be made to the applicable Members for such quarter equal to its respective Tax Liability (the “**Tax Distribution**”). Tax Distributions will be treated as advance Distributions by the Company (or payments by the Company of the Carried Interest) and will reduce future distributions or payments thereof.

9.6. **Distributions in Liquidation of a Member’s Interest in the Company.** If the Company (or a Member’s interest therein) is “liquidated” within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g), then any Distributions will be made to the Members in accordance with their respective positive Capital Account balances (determined after making all tax allocations for all periods) and after allocating income and loss under Section 10.3 as necessary to effectuate the intent of Section 10.3.B that Capital Account levels match the priority of distributions as intended in Section 9.2, except as provided in Sections 4.4 and 4.5 for Defaulting Members, and as may be adjusted if a Member’s Capital Contributions are excused pursuant to this Agreement.

9.7. **Direction of Distributable Cash Flow.** All Distributions made to a Member (other than the Managers) pursuant to this Agreement shall be made via check, ACH payment, or wire transfer pursuant to instructions provided by such Member to the Managers from time to time in writing, such instructions to be as initially set forth in such Member’s Subscription Agreement.

9.8. **Right of Set Off.** No part of any Distribution may be paid pursuant to this Section 9 to any Member from which there is due and owing to the Company, at the time of such Distribution, any amount required to be paid to the Company pursuant to Sections 4 or 15 (including without limitation Section 15.6). Any such withheld Distribution will be deemed to have been Distributed to such Member, shall be set off against such Member’s obligation to the Company, and shall reduce such Member’s obligation to the Company accordingly.

9.9. **Tax Withholding.**

A. The Managers shall at all times be entitled to make payments with respect to any Member in amounts required to discharge any obligation of the Company to withhold from a Distribution or make payments to any governmental authority with respect to any foreign, federal, state, or local tax liability of such Member arising as a result of such Member’s Interest in the Company (a “**Withholding Payment**”). Any Withholding Payment made from funds withheld upon a Distribution or Deemed Distribution will be treated as (and deemed to have been)

distributed to such Member for all purposes of this Agreement and then paid by the Company as the agent of such Member. Any other Withholding Payment will be deemed to be a recourse demand loan by the Company to the relevant Member. The amount of any Withholding Payment treated as a loan, plus interest thereon, compounded monthly, from the date of each such Withholding Payment until such amount is repaid to the Company at an annual interest rate per annum equal to 15% (cumulative and compounded annually), shall be repaid to the Company upon demand by the Company; *provided, however*, that in the Managers' sole and absolute discretion, any such amount may be repaid by deduction from any Distributions payable to such Member pursuant to this Agreement (with such deduction treated as an amount distributed to the Member) as determined by the Managers in their sole and absolute discretion. Notwithstanding anything contained herein to the contrary, the Company may be required to withhold Distributions and make payments to United States tax authorities under the Foreign Investment in Real Property Tax Act ("FIRPTA"), and the Managers are hereby authorized to do so to the extent the Company is subject to such requirements.

B. If the proceeds to the Company from an Investment are reduced on account of taxes withheld at the source, and such taxes are imposed on one or more, but not all, of the Members, the amount of the reduction shall be borne by the relevant Members and treated as if it were paid by the Company as a Withholding Payment with respect to such Member pursuant to Section 9.9.A. If the proceeds to the Company from an Investment are reduced on account of taxes withheld at the source, and such taxes are imposed on the Company (or a Subsidiary), the amount of the reduction shall be treated as an expense of the Company and allocated by the Managers pursuant to the terms of this Agreement. This Section 9.9 and the other provisions of this Agreement will be applied consistently with the requirements of Treasury Regulations Section 1.704-1.

10. **Capital Accounts; Allocations.** The provisions of this Agreement concerning the establishment of Capital Accounts and the tax and book allocations of the Company among the Members are contained in **Attachment B** (Capital Accounts; Allocations). References to Section 10 of this Agreement shall be deemed to refer to the provisions of **Attachment B**.

11. **Investor Advisory Committee; Investment Committee and Other Committees.**

11.1. **The Investor Advisory Committee.**

A. **Establishment; Composition.**

(1) The Company will establish a committee of representatives of key members of the Company, Cedar Investor and Cedar Shareholder (excluding the Managers, Sponsor Manager and Affiliated Members) (the "**Investor Advisory Committee**"). The Investor Advisory Committee shall serve as an adviser to the Sponsor Manager and shall consult with the Sponsor Manager concerning the Company's activities and operations as set forth in this Agreement and the limited liability company agreements of the Managers.

(2) The Investor Advisory Committee shall consist of no less than three and no more than seven members. Members that make Capital Contributions equal to at least \$15,000,000 will be entitled to appoint a representative to the Investor Advisory

Committee (and such representative's replacements). Subject to the foregoing, all members of the Investor Advisory Committee (and any replacements) will be appointed by the Manager. No person who is a partner, member, stockholder, shareholder, director, manager, officer, employee, or Affiliate of the Managers (or the Affiliated Members) shall be a member of the Investor Advisory Committee.

(3) A member of the Investor Advisory Committee shall serve until (i) such member is removed by the Sponsor Manager, (ii) the Member that such member represents becomes a Defaulting Member, or (iii) such member dies, becomes disabled, or resigns. Subject to the restrictions set forth in Section 11.1.A(2), any vacancy on the Investor Advisory Committee shall be filled promptly by the Sponsor Manager with a representative of a Member of its choosing.

(4) Notwithstanding anything to the contrary contained in this Agreement, (i) a member of the Investor Advisory Committee is not a manager of the Company and (ii) none of the actions taken by the Investor Advisory Committee or any member of the Investor Advisory Committee will constitute participation in the control of the business of the Company within the meaning of the Act (but rather constitute participation in the business of the Sponsor Manager).

B. Procedures.

(1) Meetings of the Investor Advisory Committee will be held at such times as the Manager requests. Except as otherwise expressly provided herein, the Investor Advisory Committee shall act by a majority in number of its members. The quorum for a meeting of the Investor Advisory Committee is a majority in number of its members. The Managers, Sponsor Manager and their designated representatives have the right to be present at all meetings of the Investor Advisory Committee.

(2) The Investor Advisory Committee will have the authority and responsibility to review and approve or disapprove of each of the matters that specifically require Investor Advisory Committee action as provided in this Agreement, and any other matter the Sponsor Manager submits to the Investor Advisory Committee in its sole and absolute discretion. Decisions requiring the Consent of the Investor Advisory Committee include, without limitation, (i) permitting the Company, Cedar Investor and Cedar Shareholder to make investments (directly or indirectly) in assets that do not qualify as Permitted Investments (pursuant to Section 5.6.B(2)), (ii) except as otherwise provided in this Agreement, transactions in which the Sponsor Manager or its Affiliates will receive compensation from the Company, and (iii) approving the terms of the Company's sale to, purchase from, or any other acquisition of a Target Asset from, the Sponsor Manager or any of its Affiliates (other than Target Assets purchased for the Sponsor Manager's or its Affiliate's Adjusted Cost (pursuant to 5.2.Q)).

(3) To the extent required by this Agreement, the Sponsor Manager shall disclose to the Investor Advisory Committee any potential conflict of interest involving the Company, the Managers, and any Affiliate of the Sponsor Manager not

specifically authorized by this Agreement and shall seek approval of the Investor Advisory Committee.

(4) Decisions of the Investor Advisory Committee may be evidenced by minutes of a meeting or by written Consent.

C. Relationship; Exculpation; Indemnification. None of the members of the Investor Advisory Committee are required to consider the interests of any Member prior to making his/her decision as a member of the Investor Advisory Committee and any member of the Investor Advisory Committee may vote in his or her own interest or in the interest of such member's Affiliate, which interest may or may not be aligned with the interests of the Managers or the Members, and shall not be deemed to have acted in bad faith or unreasonably solely by reason of voting in such manner. To the fullest extent permitted by law, no member of the Investor Advisory Committee shall owe any duties, including fiduciary duties, or otherwise, to any Member, the Company, any Parallel Investment Vehicles, any Alternative Investment Vehicles, any Subsidiary, or any Investment in respect of the activities of the Investor Advisory Committee. No Member who has a representative serving on the Investor Advisory Committee will be deemed to be an Affiliate of the Company or the Managers solely by reason of such membership. In addition to and without limiting the foregoing, the Managers are authorized to enter into additional agreements on behalf of the Company that provide for the exculpation and indemnification of the members of the Investor Advisory Committee and their Affiliates and that contain additional provisions related to the Investor Advisory Committee and its members, it being understood that such agreements may provide for levels of exculpation and indemnification that are more favorable to such Persons than comparable provisions in this Agreement.

D. Retention of Counsel. If the Investor Advisory Committee determines in good faith that it has been presented with conflicts of interest or other issues relating to the Company, in either case with respect to which it would be appropriate to be advised by counsel, the Investor Advisory Committee may, as an Operational Expense, retain counsel to so advise it. The Company will not be liable for more than one such counsel at any given time.

E. Compensation. Members of the Investor Advisory Committee, in their capacity as such, will not receive any fees from the Company, the Managers, or any of their Affiliates, but will be reimbursed by the Company for all reasonable out-of-pocket expenses incurred, including without limitation, travel costs.

11.2. **Investment Committee.**

A. The Sponsor Manager will establish a committee (the "**Investment Committee**") for the purpose of reviewing and approving any investments decisions (other than investments in Interim Investments) of the Company. The initial members of the Investment Committee are Mark Heffron, Alex Samoylovich, and Will Murphy. The members of the Investment Committee may be selected by, and the number of members serving on the Investment Committee may be increased or decreased by, the Sponsor Manager in its sole discretion. Members of the Investment Committee will serve for such periods as the Sponsor Manager shall determine.

B. Each member of the Investment Committee has one vote on all matters considered by the Investment Committee, and any decisions of the Investment Committee will require unanimous vote. Decisions of the Investment Committee may be evidenced by minutes of a meeting or by written Consent. The Investment Committee and its members will serve without compensation in their capacities as such, but will be reimbursed by the Company for out-of-pocket expenses incurred in connection with the activities of the Investment Committee, including for site visits and expenses of attending meetings. Notwithstanding anything to the contrary contained in this Agreement, (1) a member of the Investment Committee is not a manager of the Company or Managers and (2) none of the actions taken by the Investment Committee or any member of the Investment Committee will constitute participation in the control of the business of the Company within the meaning of the Act (but rather constitute participation in the business of the Sponsor Manager).

11.3. **Additional Advisory Councils.** To the extent permitted by law, and subject to the prior approval by the Investor Advisory Committee, the Managers may form additional advisory councils, boards, or committees to advise it with respect to existing Investments and specific investment opportunities. The additional advisory councils, boards, or committees will generally be composed of Persons selected by the Managers for their experience and expertise in the matters for which the council or committee has been established. The members of each additional advisory council, board, and committee may receive annual retainer fees payable by the Company, to the extent approved by the Investor Advisory Committee, commensurate with fees paid to independent directors of comparable companies; *provided that* if members of such councils or investment committees generate investment opportunities on the Company's behalf, which the Company then pursues and consummates, such members may receive special additional fees from the Company with the approval of the Investor Advisory Committee. The Managers shall notify the Members within a reasonable period of time following the formation of any additional advisory council or committees pursuant to this Section 11.3.

12. **Certain Conflicts of Interest.**

12.1. **General.** Except as otherwise provided in this Agreement, including Section 5.10, the Managers and their Affiliates or associates are in no way prohibited from engaging in, and are permitted to spend substantial business time in connection with, businesses or activities that are unrelated to the Company, including, but not limited to, making or managing investments, advising or managing entities whose investment objectives are the same as or overlap with those of the Company, and participating in businesses owned by the Affiliates of the Managers. The Managers and their Affiliates may receive fees or other compensation from third parties for these activities, which fees will be for the benefit of their own account and not for the benefit of the Company. Except as specifically set forth in this Agreement: (i) neither the Company nor any Member shall have any right by virtue of this Agreement in and to the ventures or activities referred to above in this Section 12.1 or to the income or profits derived therefrom; and (ii) the Managers, their Affiliates, and their respective clients shall have no duty or obligation to make any reports to the Members or the Company with respect to any such ventures or activities.

12.2. **No Consideration of Members' Circumstances.** The Members recognize that the differing financial, regulatory, income tax, and other status and circumstances of the Members may give rise to conflicts of interest among the Members with regard to the selection of Investments,

disposition of assets, making of tax elections, or other Company matters. Except as otherwise specifically provided in this Agreement or required by ERISA, the Managers, when making decisions or taking action with respect to the Company or its business, shall not be required to take into consideration the separate status or circumstances of any Member or group of Members.

12.3. Conflicts Resolved in Good Faith. Conflicts of interest caused by more than one investment vehicle sponsored by the Managers and their Affiliates having funds available simultaneously for acquiring investments in Permitted Investments, including Competitive Funds, will be resolved in good faith by the Manager. In resolving any such conflicts, the Manager will take into account a number of factors, including the Company's and such other vehicle's funds available to invest for the longest period of time since making an investment, and investment restrictions and diversification goals. In addition to the rights provided in Section 2.12.A, the Manager shall have the right to cause the Company (or a Parallel Investment Vehicle or Alternative Investment Vehicle) to sell investments to (or purchase investments from) Competitive Funds sponsored by the Managers or their Affiliates provided that any sale or purchase is on market terms and is approved by the Investment Committee and Investor Advisory Committee.

13. Books of Account, Records, and Banking.

13.1. Books and Accounts. Complete and accurate books and accounts shall be kept and maintained for the Company at its principal place of business (or such other location as established by the Managers from time to time). Such books and accounts shall be kept in accordance with accounting principles generally accepted in the United States (fair market value basis) applied on a consistent basis, the provisions of Section 9, and on such other basis, if any, as the Manager determines is necessary to properly reflect the operations of the Company (including the accrual basis for tax purposes and the cash basis for purposes of making Distributions). All funds received by the Company other than those invested in Interim Investments or Permitted Investments shall be deposited in the name of the Company, a Co-investment Venture, or a Subsidiary in such bank account or accounts, and all securities owned by the Company may be deposited with such custodian as the Manager may designate from time to time, and withdrawals therefrom shall be made upon such signature or signatures on behalf of the Company as the Manager may designate from time to time.

13.2. Records Available. The Managers shall maintain at the Company's principal office or at the office of an administrator the following documents: (i) a current list of the full name and last known business address of each Member, (ii) a copy of the Certificate and all amendments thereto, (iii) copies of the Company's federal, state, and local income tax returns and of any financial statements of the Company for the three (3) most recent Fiscal Years, (iv) the books and records referred to in Section 13.1, and (v) copies of this Agreement and all amendments thereto, together with executed copies of any powers of attorney pursuant to which this Agreement, the Certificate, or any such amendment has been executed. Such documents (either in whole or in redacted form in the reasonable discretion of the Manager) are subject to inspection and copying at the reasonable request and at the expense of any Member during ordinary business hours upon reasonable prior notice to the Managers for any purpose reasonably related to the Member's interest as a Member. Any such inspection request must be in writing delivered pursuant to Section 20.8, must specify the purpose related to the Member's interest as a Member for which such inspection is requested, and specify the specific information subject to the inspection request.

Except to the extent requested by a Member, the Managers shall have no obligation to deliver or mail a copy of the Company's Certificate or any amendment thereto to the Members.

13.3. Quarterly Reports. Within sixty (60) days after the end of each of the first three (3) quarters of each Fiscal Year, the Managers shall use commercially reasonable efforts to cause to be prepared and sent to each Member: (i) a report containing an overview of the Company's Investments, including a summary of Investments made during such quarterly period, the cost of all Investments, a brief description of each such Investment, subject in all cases to applicable confidentiality and securities laws restrictions; and (ii) unaudited financial information (including, on a consolidated basis, a balance sheet, a statement of operations and comprehensive income, and a statement of changes in Members' capital). The Members acknowledge and agree that the quarterly reports described in this Section 13.3 may be sent by electronic transmission, including via e-mail or website access.

13.4. Annual Reports. The Managers will use commercially reasonable efforts to cause to be prepared and sent to each Member that was a Member at any time during the Fiscal Year, within one-hundred twenty (120) days after the end of each Fiscal Year, an annual report containing the following: (i) the items set forth in clauses (i) and (ii) of Section 13.3; (ii) a statement of cash flows for the Company for the Fiscal Year then ended; (iii) an income statement for such Fiscal Year, including a disclosure statement setting forth any Organization and Offering Expenses, Operational Expenses, and Company Expenses incurred for such year; and (iv) a statement of cash flows for such year. Additionally, the Managers shall use commercially reasonable efforts to cause each Member to be furnished with annual tax information regarding the Company as necessary to prepare such Member's income tax returns on or before the due date thereof (including extensions). The Members acknowledge and agree that the annual reports described in this Section 13.4 may be sent by electronic transmission, including via e-mail or website access.

13.5. Reliance on Accountants and Others.

A. Except as specifically provided to the contrary herein, all decisions as to accounting matters shall be made by the Managers, to the extent consistent with the terms of this Agreement, in accordance with the basis of accounting selected pursuant to the provisions of Section 13.1. The Managers may rely upon the advice of the Company's accountants as to whether such decisions are in accordance with such selected basis of accounting.

B. The Managers may rely upon the advice of legal counsel and other professionals providing services to the Company in connection with decisions and determinations made by the Managers on behalf of the Company hereunder as provided in Section 15.5.B.

13.6. Filing of Returns.

A. Subject to the Company's receipt of any required tax information from entities in which it directly or indirectly invests, the Managers shall use reasonable commercial efforts to cause to be delivered to each Member a Form K-1 (and such additional information as necessary to enable each tax exempt Member to compute its share of the Company's UBTI) within one hundred twenty (120) days after the end of each taxable year of the Company or as soon as

practicable thereafter. Each Member acknowledges that if the Company does not receive on a timely basis all of the underlying tax information from the Investments, the Company will be unable to provide timely final tax information to the Members. Each Member shall be responsible for the preparation and filing of such Member's own income tax returns, and each Member acknowledges that it is likely that it will be required to file for extensions for the completion of its tax returns.

B. The Managers shall have the right, but not the obligation, to file composite state tax returns for the benefit of Members that are eligible and elect to participate in the filing of such returns. The cost to prepare and file any such composite return shall be an Operational Expense; *provided that* for the sake of clarity, any related non-resident withholding tax would be allocated to, and deducted from Distributions otherwise payable to, each Member participating in such composite return. The Members acknowledge and agree that if the Managers do not file composite state tax returns, or if the Managers do file composite state tax returns but Members elect not to participate in such returns, Members may have to file tax returns in multiple jurisdictions.

13.7. **Safe Harbor Election and Forfeiture Allocations.**

A. The Members agree that the Managers are authorized to make an election, on behalf of itself and of all Members, to have the "Safe Harbor" of Section 3.03 of IRS Notice 2005-43 (or the corresponding provision in any Revenue Procedure or Treasury Regulation issued pursuant to such Notice, or substantially similar authority issued in the future) (the "**Safe Harbor**") apply irrevocably with respect to all Equity Interests transferred in connection with the performance of services by a Member in a partner capacity or in anticipation of becoming a partner for federal income tax purposes, including any right of the Managers to receive Carried Interest (such election, the "**Safe Harbor Election**"). The Safe Harbor Election shall be effective as of the date hereof. The Company and each Member agrees to comply with all requirements of the Safe Harbor with respect to all interests in the Company transferred in connection with the performance of services by a Member in a tax partner capacity or in anticipation of becoming a partner for federal income tax purposes, whether such Member was admitted as a Member or as a transferee of a previous Member. The Managers shall cause the Company to comply with all record keeping requirements and other administrative requirements with respect to the Safe Harbor as shall be required by proposed or final regulations relating thereto, to the extent the Managers so determines in their sole and absolute discretion.

B. In connection with the Safe Harbor Election, the Members agree that (i) the Carried Interest is a "Safe Harbor Partnership Interest" within the meaning of section 3.02 of IRS Notice 2005-43 (or the corresponding provision in any Revenue Procedure or Treasury Regulation issued pursuant to such Notice or substantially similar authority issued in the future) representing a profits interest received for services rendered or to be rendered to or for the benefit of the Company by the Managers, and (ii) the fair market value of the Safe Harbor Partnership Interest upon receipt by the Managers as of the date of issuance is zero, representing the liquidation value of such interest upon receipt (with such valuation being consented to and approved by all Members).

C. Each Member, by executing this Agreement or by accepting a Transfer of an Interest, hereby agrees (i) to comply with all requirements of the Safe Harbor Election with respect to any Safe Harbor Partnership Interest while the Safe Harbor Election remains effective, and (ii) that to the extent that such profits interest is forfeited after the date hereof and to the extent that allocations of income have been made to the Managers with respect thereto and have not been matched with corresponding allocations of loss or deduction with respect thereto, or Distributions with respect thereto that may be retained by the Managers, the Company shall make special forfeiture allocations of gross items of deduction or loss (including, as may be permitted by or under Treasury Regulations to be adopted, notional items of deduction or loss) in accordance with IRS Notice 2005-43 and the Treasury Regulations adopted under Sections 704(b) and 83 of the Code.

D. The Managers shall file or cause the Company to file all returns, reports and other documentation as may be required, as determined by the Managers, to perfect and maintain the Safe Harbor Election with respect to transfers of any Safe Harbor Partnership Interest without further vote or action of any other Person.

E. The Managers are hereby authorized, directed and empowered, without further vote or action of the Members or any other Person, to amend the Agreement as necessary to comply with the Safe Harbor requirements, to the extent the Safe Harbor Election is utilized, in order to provide for a Safe Harbor Election and the ability to maintain the same, and shall have the authority to execute any such amendment by and on behalf of each Member pursuant to the power of attorney granted by this Agreement; *provided that* no such amendment may materially adversely affect a Member without such Member's Consent. Any undertaking by the Members necessary to enable or preserve a Safe Harbor Election may be reflected in such amendments and, to the extent so reflected, shall be binding on each Member.

F. Each Member agrees to cooperate with the Manager to perfect and maintain any Safe Harbor Election, and to timely execute and deliver any documentation with respect thereto reasonably requested by the Manager at the expense of the Company.

G. No Transfer of any Interest in the Company by a Member shall be effective unless prior to such Transfer, the assignee or intended recipient of such Interest shall have agreed in writing to be bound by the provisions of this Section 13.7, in a form satisfactory to the Managers.

14. **Transfers.**

14.1. **Transferability of a Manager's Interest.**

A. Assignment of a Manager's Interest. Nothing in this Agreement precludes (i) Transfers of Equity Interests in a Manager for estate planning purposes where the transferor retains dispositive and any voting control of the Transferred interests, or (ii) changes in the composition of the key persons controlling, or the employees of a Manager or its Affiliates. For the sake of clarity, grants of participation interests in a Manager's Carried Interest, if any, are not Transfers of the Manager's "Interest as a Manager" and may be made without the notice to or consent of the Members or the Investor Advisory Committee.

B. Transfer of a Manager's Interest. Whenever all or a portion of a Manager's Interest in the Company is Transferred pursuant to this Section 14.1, the assignee, purchaser, or other transferee shall assume the Capital Account of the Manager (or the appropriate portion thereof) and all corresponding obligations of the Manager as a Member hereunder. Notwithstanding anything contained herein to the contrary, upon withdrawal or removal of a Manager as manager of the Company, if any Affiliate of the Manager has obligated itself in any way in connection with the Company, the Manager (in its capacity as Manager) or any Subsidiary of the Company, the Company shall obtain a release for such Person from any and all such obligations and each such Person shall, to the fullest extent permitted by law, be fully indemnified by the Company with respect to payments and costs with respect thereto pursuant to Sections 15.3, 15.4 and 15.7.

14.2. **Transferability of a Member's Interest.**

A. Restrictions on Transfers of Equity Interests. A Member may not, directly or indirectly, Transfer any portion of its Equity Interest without the prior written Consent of the Managers (which consent may be given or withheld in the sole and absolute discretion of the Managers); *provided that* transfers to Permitted Transferees of a Member may not be unreasonably withheld so long as such Transfer meets the requirements of this Section 14.

B. Opinion of Counsel. Notwithstanding any other provisions of this Section 14.2, no Transfer of all or any portion of a Member's Equity Interest may be made unless an Opinion of Counsel, obtained at the expense of the purported transferor, and reasonably acceptable and satisfactory in form, substance, and counsel to the Managers (which opinion may be waived, in whole or in part, at the sole and absolute discretion of the Managers) is obtained providing that:

(1) the Transfer, in the absence of registration or qualification, would not violate the registration or qualification provisions of the Securities Act, any state or securities "blue sky" or non-U.S. securities laws applicable to the Company or the Equity Interest to be Transferred;

(2) the Transfer would not cause the Company to lose its status as a partnership for federal income tax purposes or cause the Company to become subject to regulation or registration under the Investment Company Act or to be treated as a publicly traded partnership under Code Section 7704;

(3) the Transfer would not require the Managers or any Affiliate of the Managers that is not registered under the Investment Advisers Act of 1940, as amended ("**Advisers Act**"), or the Company, to register as an investment adviser under the Advisers Act or to make any filing under the Advisers Act;

(4) the Transfer would not violate the laws, rules or regulations of any state or any governmental authority applicable to such Transfer; and

(5) such additional opinions regarding the Transfer as the Managers may reasonably require.

Each Opinion of Counsel must be delivered in writing to the Company not less than ten (10) days prior to the date of the proposed Transfer. The Managers agree to cooperate with any Member making a Transfer and its counsel by providing promptly such records and other factual information regarding the Company as may be reasonably requested with respect to any proposed Transfer. Except as permitted by this Agreement, each Member hereby severally agrees that it will not Transfer all or any portion of its Equity Interest in the Company, and that any purported Transfer in violation of this Agreement will, to the fullest extent permitted by law, be null and void. Each transferee or assignee of an Equity Interest must complete a “Transferee Agreement” in a form deemed appropriate by the Manager and containing information substantially similar to the Subscription Agreement and reasonably acceptable to the Manager.

C. Expenses of Transfer. Each Member agrees that it will pay all reasonable expenses, including attorneys’ fees and accountants’ fees, incurred by the Company in connection with a Transfer or requested Transfer of an Equity Interest by such Member.

D. Transferees; Continuing Liability of Transferor. Any Person who acquires all or any portion of the Equity Interest of a Member and who is admitted as a Substitute Member shall assume all or a proportionate amount of the Capital Account of such Member and shall be obligated to return any amounts to the Company as required by any provision of this Agreement or applicable law as if it had received all Distributions made to its predecessor in interest. Each Member agrees that, notwithstanding the Transfer of all or any portion of its Equity Interest, as between the transferring Member and the Company, the transferring Member will remain liable for any obligation to return any Distributions previously made to such Member if return of any such Distributions is required by any provision of this Agreement; however, a transferring Member will not in any case have any liability for amounts required to be paid with respect to any Distributions made on its Equity Interest after the time when the purchaser, assignee, or transferee of such Equity Interest, or portion thereof, is admitted as a Substitute Member.

E. No Withdrawal. Except as otherwise provided in this Agreement, no Member may withdraw from the Company without the written Consent of the Managers, which such Consent, subject to the other provisions of this Agreement relating to withdrawal, may be given or withheld in the Managers’ sole and absolute discretion.

F. Liability for Costs Related to Non-compliant Transfer. If, under applicable law, a Transfer of an Interest in the Company that does not comply with this Agreement is nevertheless legally effective, the transferor and transferee shall be jointly and severally liable to the Company and the Managers for, and shall indemnify and hold harmless the Company and the Managers against, any losses, damages, or expenses (including, without limitation, attorneys’ fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by them in connection with such Transfer. To the fullest extent permitted under applicable law, each Member shall indemnify and hold harmless the Company, the Managers, and all other Members who were or are parties, or are threatened to be made parties, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of or arising from any actual or alleged misrepresentation, misstatement of facts or omission to state facts made (or omitted to be made), noncompliance with any agreement, or failure to perform any covenant by such Member in connection with any Transfer of all or any portion of such Member’s Equity Interest (or any economic or other interest therein) in the Company, against any losses, damages,

or expenses (including, without limitation, attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by it or them in connection with such action, suit or proceeding and for which it or they have not otherwise been reimbursed.

14.3. Assignees.

A. The Company will not recognize for any purpose any purported Transfer of all or any portion of the Equity Interest of a Member unless the provisions of Sections 14.1 and 14.2 have been complied with (or waived by the Managers) and there has been filed with the Company a dated notice of such Transfer, in form reasonably satisfactory to the Managers, executed and acknowledged by both the seller, assignor, or transferor, and the purchaser, assignee, or transferee, and such notice (i) contains the acceptance and assumption by the purchaser, assignee, or transferee of all of the terms and provisions of this Agreement, including the provisions of Section 19, and its agreement to be bound thereby, (ii) contains a representation that such Transfer was made in accordance with all applicable laws and regulations, (iii) contains an undertaking to promptly pay the costs (including reasonable attorneys' fees and expenses) associated with reviewing, documenting, and advising the Managers concerning the Transfer, when presented with an invoice for such costs by the Manager in accordance with Section 14.2.C; and (iv) contains a power of attorney granted by the purchaser, assignee, or transferee to the Managers to execute this Agreement on its behalf.

B. Unless and until an assignee of an Equity Interest becomes a Substitute Member, such assignee will not be entitled to participate in any vote or written Consent hereunder or under the Act with respect to such Equity Interest or to receive information or access to the books and records of the Company except for information necessary for such assignee to file its income tax returns.

C. Any Member who Transfers all of its Equity Interest ceases to be a Member at such time as a Substitute Member is admitted in place of such assigning Member.

D. Anything herein to the contrary notwithstanding, both the Company and the Managers are entitled to treat the assignor of an Equity Interest as the absolute owner thereof in all respects, and will incur no liability for Distributions made in good faith to it, until such time as a written assignment that conforms to the requirements of this Section 14.3 has been received by the Company and accepted by the Managers.

E. A Person who is the assignee of all or any portion of the Equity Interest of a Member as permitted hereby but who does not become a Substitute Member and who desires to make a further Transfer of such Equity Interest, is subject to all of the provisions of this Section 14 to the same extent and in the same manner as any Member desiring to make a Transfer of its Equity Interest.

F. In the event of a Disabling Event with respect to a Member, such Disabling Event will not, in and of itself, cause the termination of the Company, and the Member's trustee in bankruptcy or other legal representative has only the rights of an assignee of the right to receive Distributions applicable to the interest in the Company of such Member suffering such Disabling

Event as provided herein. Any Transfer or purported Transfer from such trustee in bankruptcy or legal representative is subject to the provisions of this Agreement.

14.4. Substitute Member.

A. Notwithstanding anything to the contrary contained in this Agreement, no Member has the right to substitute a purchaser, assignee, transferee, donee, heir, legatee, distribute, or other recipient of all or any portion of such Member's Equity Interest for it in its capacity as a Member. Any such purchaser, assignee, transferee, donee, heir, legatee, distribute, or other recipient of an Equity Interest (whether pursuant to a voluntary or involuntary Transfer) will be admitted to the Company as a Substitute Member only with the Consent of the Managers, which Consent may be given or withheld in their sole and absolute discretion. Each Person admitted as a substitute Member is referred to herein as a "**Substitute Member.**"

B. Each Substitute Member, as a condition to its admission as a Member, shall execute and acknowledge such instruments, in form and substance reasonably satisfactory to the Managers, as the Manager reasonably deems necessary or desirable to effectuate such admission and to confirm the agreement of the Substitute Member to be bound by all the terms and provisions of this Agreement with respect to the Equity Interest acquired. All expenses, including attorneys' fees not paid by the assignor Member that are incurred by the Company in connection with the Transfer and admission of the Member as a Substitute Member shall be borne by such Substitute Member. Any such costs not paid by the Substitute Member will be treated as a loan, payable with interest thereon, compounded monthly, from the date each such cost was incurred until such amount is repaid to the Company at an interest rate per annum equal to 15% (cumulative and compounded annually), and must be repaid to the Company upon demand by the Company; provided, however, that in the Manager's sole and absolute discretion, any such amount may be repaid by deduction from any Distributions payable to such Member pursuant to this Agreement (with such deduction deemed to be an amount distributed to the Member). Pursuant to Section 4.5.A, a Member who fails to satisfy its obligation to repay any portion of such obligations by the required date will be deemed to be a Defaulting Member for all purposes of this Agreement, effective upon the receipt of notice from the Managers (which notice may be given or not given in the sole and absolute discretion of the Managers) as provided in Section 20.8.

C. Prior to an assignee's admission to the Company as a Substitute Member, such assignee is nevertheless entitled to all of the rights of an assignee of an Equity Interest under the Act (and any successor provision).

14.5. Transfers During a Fiscal Year. In the event of the Transfer of a Member's Equity Interest at any time other than the end of a Fiscal Year, allocations and Distributions pursuant to Sections 9 and 10 will be divided between the transferor and the transferee in any reasonable manner as determined by the Managers. For example, the Managers may, for the convenience of the Company, select that the effective date of any Transfer be the end of any fiscal period determined by the Managers in the exercise of its sole and absolute discretion. For purposes of determining the effective date of a transfer, the Managers may adopt a mid-month convention (consistently applied) under which transfers made (or deemed made) on or before the fifteenth (15th) day of the current month are deemed made on the last day of the prior month, and transfers

made after the fifteenth (15th) day of the current month are deemed made on the last day of the current month.

14.6. 20% Beneficial Owners. Notwithstanding anything to the contrary herein, if any “covered person” becomes subject to a “disqualifying event” (as such terms are described in the adopting release for Rule 506(d) of Regulation D of the Securities Act) and such “covered person” is a 20% Beneficial Owner of the Company, then to comply with the exemption provided by Rule 506 of Regulation D, the Managers may treat such Member as a Defaulting Member and take any other equitable measures as it may determine, in its sole and absolute discretion, including without limitation, causing the compulsory withdrawal (pursuant to Section 4.6) of such 20% Beneficial Owner or causing the Transfer of all or a portion of such 20% Beneficial Owner’s Interests.

14.7. Elections Under the Internal Revenue Code. In the event of a Transfer of all or any part of a Member’s Equity Interest by sale or exchange, the Managers may, at their option and in their sole and absolute discretion (unless required by law or Treasury Regulations), if requested by such Member or its successor in interest, cause the Company to elect, pursuant to Code Section 754 (or corresponding provisions of subsequent law), to adjust the basis of the Company’s assets as provided by Code Sections 734 and 743, provided that any costs associated with making and accounting for such election are borne by the Member or its successor in interest requesting such election (or allocated among such Members making such request from and after the time a Substitute Member or other successor in interest to a Member becomes a Member).

15. Standard of Care; Limitation of Liability; Exculpation; Indemnification.

15.1. Standard of Care. Whenever in this Agreement the Managers are permitted or required to make a decision (a) in their “discretion” or under a grant of similar authority or latitude, the Managers shall be entitled to consider such interests and factors as it desires, including their own interests, or (b) in their “good faith” or under another express standard, the Managers shall act under such express standard and shall not be subject to any other or different standard imposed elsewhere by this Agreement or by other applicable law. The Members agree that the Managers shall have the benefit of the “business judgment rule” afforded to directors of a Delaware corporation.

15.2. Limitation on Members’ Liability. Each Member’s liability for the debts, obligations, and liabilities of the Company is limited as set forth in Section 18-303(a) of the Delaware Act. No Member has any personal liability for any debts or losses of the Company (other than debts for which the Member specifically agrees in writing to be personally liable). The preceding sentences do not limit the liabilities of the Members to the Company and to each other that are specifically provided elsewhere in this Agreement.

15.3. Exculpation and Indemnification of Manager and Investment Committee.

A. To the fullest extent permitted by the Act, not the Investment Committee, nor the Managers, nor their Affiliates (including Affiliated Members and the guarantors pursuant to Section 5.3), nor their respective officers, directors, employees, managers, agents, stockholders, members or partners, nor any person who serves at the specific request of the Managers on behalf of the Company as a partner, member, officer, director, employee, or agent of any other Entity or

any other Person as is determined by the Managers in good faith (in each case, a “**Company Indemnatee**”) shall be liable for any action or inaction to any Member or the Company (and the Members and the Company waive, and agree not to make, any such claim against a Company Indemnatee), and each is fully exculpated hereby from any liability, except to the extent of loss attributable to such Person’s act or omission constituting fraud or willful misconduct, in each case where such act or omission results in material damage to the Company, the Managers (if applicable), or another Member (a “**Breach of Standard of Conduct**”). A Breach of Standard of Conduct is subject to cure within 30 days after such Breach of Standard of Conduct occurs (or such longer period as this Agreement may otherwise specifically provide or the Investor Advisory Committee may agree upon).

B. The Company shall, to the fullest extent permitted by law, indemnify and hold harmless each Company Indemnatee and the Liquidating Agent (and their respective heirs and legal and personal representatives) who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (including any action by or in the right of the Company or any Members), by reason of any actions or omissions or alleged acts or omissions arising out of such Person’s activities either on behalf of the Company or in furtherance of the interests of the Company or arising out of or in connection with the Company or as to the Liquidating Agent, if such activities were performed in a manner reasonably believed by such Person to be within the scope of the authority conferred by this Agreement or by law or by the Consent of the Managers or Members, against any claims, losses, liabilities, damages, costs, and expenses (including legal fees, judgments, fines, and amounts paid in settlement (collectively, “**Claims**”)), as incurred, in connection with their activities on behalf of, or their association with, the Company, its Subsidiaries, or any of its Members, except to the extent the Person seeking such indemnification engaged in conduct that constitutes a Breach of Standard of Conduct and such conduct was the proximate cause of the Claims. A Company Indemnatee shall obtain the written Consent of the Managers prior to entering into any compromise or settlement that would result in an obligation of the Company to make indemnification payments on behalf of or to such Person, in each case, such Consent not to be unreasonably withheld or delayed.

C. If for any reason the indemnification called for by this Section 15.3 is unavailable or insufficient (after taking any insurance recovery into account that is available at the time when amounts are payable by a Company Indemnatee that are subject to indemnification) to hold harmless a Company Indemnatee in accordance with the terms hereof (other than as a result of a failure to satisfy the conditions to such indemnification as set forth in Section 15.3.B), then the Company shall contribute to the amount paid or payable by such Company Indemnatee (which contribution may equal up to 100% of such amount) as a result of any Claims referred to in Section 15.3.B such that the Company Indemnatee would be in the same financial position it would have been in if the indemnification called for by this Section 15.3 were available and sufficient. Any Company Indemnatee may recover payments (including costs) from the Company under this Section 15.3.C without first proceeding against any third party except as and to the extent provided in Section 15.5.C (with the Company being subrogated to the Company Indemnatee’s rights of indemnification to that extent).

15.4. Exculpation and Indemnification of Members of the Investor Advisory Committee and Additional Advisory Councils.

A. No member of the Investor Advisory Committee, no Member (including its Affiliates) that is represented by such member with respect to the Company acting in its capacity as such and no member of any additional advisory council, board, or committee formed by the Manager (to the extent such member is not an Affiliate of the Manager) (each, a “**Non-Insider Indemnitee**,” and together with the Company Indemnitees, the “**Indemnitees**”) shall be (or be deemed to be) a fiduciary of the Company, any of its Subsidiaries or any of the Members or shall be liable to any other Member or the Company (and the Members and the Company waive, and agree not to make, any such claim against any such Non-Insider Indemnitee in their capacities as such) for any reason, including without limitation, for any mistake in judgment, any action or inaction taken or omitted to be taken, or for any loss due to any mistake, action, or inaction provided that such Non-Insider Indemnitee acted without fraud or willful misconduct.

B. The Company shall, to the fullest extent permitted by law, indemnify and hold harmless each Non-Insider Indemnitee (and their respective assigns, successors, Affiliates, heirs and legal and personal representatives) who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (including any action by or in the right of the Company or any of the Members), by reason of any actions or omissions or alleged acts or omissions arising out of such Person’s activities in connection with serving in the capacity as a Non-Insider Indemnitee against losses, damages, costs, or expenses for which such Person has not otherwise been reimbursed (including attorney’s fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such Person in connection with such actions, suit, or proceedings except to the extent that such Non-Insider Indemnitee committed fraud or acted in bad faith or with willful misconduct; *provided, that* any Non-Insider Indemnitee entitled to indemnification from the Company hereunder shall obtain the written Consent of the Manager prior to entering into any compromise or settlement that would result in an obligation of the Company to make payment in compromise or settlement on behalf of such Person.

C. If for any reason the indemnification called for by this Section 15.4 is unavailable or insufficient (after taking any insurance recovery into account that is available at the time when amounts are payable by a Non-Insider Indemnitee that are subject to indemnification) to hold harmless a Non-Insider Indemnitee in accordance with the terms hereof (other than as a result of a failure to satisfy the conditions to such indemnification as set forth in Section 15.4.B), then the Company shall contribute to the amount paid or payable by such Non-Insider Indemnitee (which contribution may equal up to 100% of such amount) as a result of any Claims referred to in Section 15.4.B such that the Non-Insider Indemnitee would be in the same financial position it would have been in if the indemnification called for by this Section 15.4 were available and sufficient. Any Non-Insider Indemnitee may recover payments (including costs) from the Company under this Section 15.4.C without first proceeding against any third party except as and to the extent provided in Section 15.5.C (with the Company being subrogated to the Non-Insider Indemnitee’s rights of indemnification to that extent).

15.5. **Additional Provisions.**

A. Independent contractors engaged by the Manager and/or its Affiliates shall not be or be deemed to be Company Indemnitees pursuant to Section 15.3 without the express written Consent of the Managers.

B. A Company Indemnitee may consult (as an Operational Expense, but subject to the Consent of the Managers, such Consent not to be unreasonably withheld or delayed) with legal counsel, accountants, appraisers, management consultants, investment bankers, insurance agents, and other consultants or other advisors (who may serve the Company as well as any Affiliate of the Managers) in respect of Company affairs and, except in respect of matters in which there is an alleged conflict of interest in respect of such legal counsel, accountants, appraisers, management consultants, investment bankers, insurance agents, and other consultants or other advisors, shall be fully protected and justified in any action or inaction which is taken or omitted in good faith, in reliance upon and in accordance with the opinion or advice of such counsel, accountants, consultants or other advisors, and, in the case of the Managers, any such action or inaction based on such advice and taken or omitted in good faith shall not be deemed to be a breach of such Person's responsibilities under this Agreement or a Breach of Standard of Conduct; *provided that* such legal counsel, accountants, appraisers, management consultants, investment bankers, insurance agents, and other consultants or other advisors shall have been selected and monitored with reasonable care. No Company Indemnitee shall be liable for any loss due to the mistake, action, inaction, negligence, dishonesty, fraud or bad faith of any such consultant or of any broker or agent (other than Affiliates).

C. Pursuant to Section 5.2.E, the Managers may have the Company purchase, at the Company's expense, insurance to insure the Company, Managers, any other Company Indemnitee, or any Person indemnified pursuant to Section 15.3 against liability in connection with the activities of the Company. Subject to the next sentence, each Company Indemnitee shall use commercially reasonable efforts to seek reimbursement for indemnified expenses from any third party liable for the applicable losses, and all such recoveries shall reduce the obligation of the Company hereunder (however, except as provided in the next sentence, no Company Indemnitee shall be required to first proceed against a third party before being reimbursed by the Company). If the Company acquires coverage under an insurance policy covering the act for which a Company Indemnitee seeks indemnification, each Company Indemnitee will be required to first file a claim with any such insurance carrier but can seek indemnification from the Company if the insurance company has not agreed to cover claims within sixty (60) days (or affirmatively denies coverage); the Company Indemnitee must then pursue the recovery under the insurance policy diligently thereafter, with any recovery inuring to the benefit of the Company to the extent of any prior indemnification payment. Upon request, the Managers shall provide any such Company Indemnitee with reasonable assistance in seeking coverage under any such insurance policy.

15.6. **Giveback Obligations.**

A. Each Member (including any former Member to the extent provided in this Agreement) may be required, as determined by the Managers in their sole and absolute discretion, to return, repay and recontribute, within ten (10) Business Days after the demand therefor is received from the Manager (the "**Payment Date**"), any Distributions (pro rata and in the reverse order of priority) made to the Member or former Member (or any of its predecessors in interest) (including any Distributions to the Managers, but excluding any Tax Distributions of Carried Interest) for the purpose of meeting such Member's share of the Company's indemnity obligations under Section 15.3 or for the purpose of rectifying errors in Distributions or as required by law (the "**Giveback**"). A Member who fails to satisfy its obligation to repay any portion of its

Giveback obligation by the Payment Date will be a Defaulting Member for all purposes of this Agreement, effective upon the receipt of the Default Notice from the Managers.

B. If the Manager determines that there are any proceedings (including, without limitation, arbitration) then pending or threatened or any other Claim then outstanding that the Managers are otherwise seeking to settle on behalf of the Company or for which a Company Indemnitee may seek indemnification, the Managers may, in their sole discretion, notify the Members at such time that such proceeding or settlement discussions may require a Giveback under Section 15.6.A (which notice shall include a brief description of each such proceeding (and of the Claims associated with such proceeding, if then known) or of such Claims), and the obligation of the Members to return all or any portion of such Distributions (as specified in such notice) for the purpose of meeting the Company's obligations shall survive with respect to each such proceeding, liability, and Claim set forth in such notice until the date that such proceeding, liability, or Claim ultimately is resolved and satisfied. For the sake of clarity, any payments required pursuant to Section 5.5.C or Section 5.5.D shall be independent of, and not deemed part of, any Giveback obligation.

C. If any Member is an agency or instrumentality of a state, and if a provision of this Section 15.6 is inconsistent with the constitution or any other law of such state, then such Member and the Managers shall enter into alternative arrangements regarding such provision so that the economic benefits of the Company to such Member are not materially more favorable to such Member than the economic benefits received or to be received by Members generally (as determined by the Manager in good faith).

15.7. Indemnification Expenses. Expenses reasonably incurred by a Company Indemnitee and any person entitled to indemnification pursuant to this Section 15 in defense or settlement of any claim that may be subject to a right of indemnification hereunder, shall be advanced and paid when due by the Company (even if prior to the final determination of availability of indemnification) upon receipt of an undertaking by or on behalf of the Company Indemnitee, in form and substance reasonably acceptable to the Managers, to repay such amount to the extent that it shall be determined ultimately that such Company Indemnitee is not entitled to be indemnified hereunder.

16. Removal and Replacement of the Manager.

16.1. Removal or Disabling Event. A Super-Majority in Interest of the Members (not including the Interests held by the Sponsor Manager or any of its Affiliates or of any Defaulting Members), may vote to remove a Manager (any such affirmative vote, a "**Removal**"), which such Removal, consistent with Section 8.1.A(1), may be effected by a written Consent. A Manager will also cease to be the manager of the Company upon a Disabling Event with respect to the Manager. Except as otherwise required by law or elsewhere in this Agreement, a Manager may only be removed pursuant to this Section 16.

16.2. Effect of Removal and Replacement Manager. The removal of a Manager as manager shall not affect the Manager's rights as a Member if applicable and shall not constitute a withdrawal by such Manager as a Member. Regardless of the reason for the removal of the Manager as manager of the Company, neither the Manager nor any of its Affiliates will forfeit any

of its economic interests in the Company or its Subsidiaries, including without limitation, the Carried Interest (provided, however, that the Manager shall be responsible for the amount of any actual losses, costs, and expenses (including, but not limited to, attorneys' fees) resulting from or caused by the actions resulting in the Manager's removal). Following the removal of a Manager as the manager of the Company, a Majority in Interest of the Members (not including the Equity Interests held by any Defaulting Members) may elect a replacement manager.

17. **Dissolution; Liquidation; Termination.**

17.1. **Dissolution.** The Company will dissolve on the earliest of:

A. The determination of the Managers to dissolve the Company, provided that a Super-Majority in Interest of the Members Consent to such dissolution;

B. the date, at any time, on which there are no Members of the Company, unless the business of the Company is continued in accordance with the Act;

C. the occurrence of any event which, as a matter of law, requires that the Company be dissolved;

D. the expiration of the Term as provided in Section 2.2; or

E. at the election of the Manager, at any time after the first date following the completion or sale of all or substantially all of the assets of the Company.

17.2. **Liquidation of the Company.**

A. **General.** Upon the dissolution of the Company, the Managers shall commence the orderly winding up and liquidation of the Company in accordance with this Section 17.2 and the Act. Upon the dissolution of the Company, for any reason whatsoever, the Company will continue in existence solely for the purpose of winding up and liquidating its affairs, but (consistent with the Act) dissolution shall not alter or have any impact on the validity of the debts and obligations of the Company. The dissolution, liquidation, and termination will be conducted and supervised by the Managers or such other Person appointed as a liquidating agent by the Managers (a Manager or such other Person, the "**Liquidating Agent**"). The Liquidating Agent will have all of the rights, powers, and authority with respect to the assets and liabilities of the Company in connection with the dissolution, liquidation, and termination of the Company that the Managers have with respect to the assets and liabilities of the Company during the Term, and the Liquidating Agent is hereby expressly authorized and empowered to execute any and all documents necessary or desirable to effectuate the liquidation of the Company and the transfer of any assets or liabilities of the Company. The Liquidating Agent will have the right from time to time, by revocable powers of attorney, to delegate to one or more Persons any or all of such rights and powers and such authority and power to execute documents and, in connection therewith, to fix the reasonable compensation of each such Person, which compensation will be charged as an expense of liquidation. The Liquidating Agent shall use commercially reasonable efforts to liquidate the Company as promptly as practicable after the dissolution of the Company, consistent with realizing the value of Company assets. Without limiting the rights, powers, and authority of the Liquidating Agent as provided in this Section 17.2.A, any Company asset that the Liquidating

Agent sells will be sold at such price and on such terms as the Liquidating Agent may, in its sole and absolute discretion, deem appropriate.

B. Priority on Liquidation; Distributions. The proceeds of liquidation will be applied in the following order of priority:

(1) to creditors of the Company, including Members who are creditors (except withdrawn Members pursuant to Section 4.6.F), to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof), including without limitation:

(a) paying the costs and expenses of the dissolution and liquidation;

(b) paying the remaining debts and liabilities of the Company to all creditors of the Company (including, without limitation, any liability to any Member, except withdrawn Members pursuant to Section 4.6.F);

(c) establishing any reserves that the Liquidating Agent may deem necessary or advisable, in its sole and absolute discretion, for any contingent, conditional or unmatured liability of the Company to all Persons who are not Members; and

(d) establishing any reserves that the Liquidating Agent may deem necessary or advisable, in its sole and absolute discretion, for any contingent, conditional or unmatured liability of the Company to the Members;

(2) to pay any outstanding balances of promissory notes payable to withdrawn Members pursuant to Section 4.6.F (such amounts to be allocated among the withdrawn Members on a pro rata basis in accordance with the outstanding balance of each such promissory note); and

(3) the balance, if any, to be distributed to the Members in accordance with their respective positive Capital Account balances under Section 9.6. Any such Distributions will, to the extent practicable, be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations.

C. Orderly Liquidation. A reasonable time will be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities so as to minimize the losses normally attendant upon a liquidation.

D. Source of Distributions. No Liquidating Agent (whether a Manager or another Person) is liable out of its own assets for the return of the Capital Contributions of the Members, it being expressly understood that any such return will be made solely from the Company's assets and will only be required to the extent provided in Sections 9.2 and 9.6.

E. Statements on Termination. Upon the completion of the liquidation of the Company, each Member will be furnished with a statement prepared by the Company's

accountant, which statement will set forth the assets and liabilities of the Company as at the date of complete liquidation and each Member's share thereof. Upon completion of the liquidation of the Company pursuant to this Section 17.2, the Liquidating Agent shall execute, acknowledge, and cause to be filed a certificate of cancellation of the Company and the Company shall terminate.

17.3. Impact of Dissolution, Etc. of Members. The occurrence of a Disabling Event or withdrawal in respect of a Member will not dissolve the Company, and the Company will continue in a reconstituted form, if necessary, without any action on the part of the remaining Members. The trustee, executor, administrator, committee, or guardian of the Member or of the Member's estate, as the case may be, has all the rights of the Member for the purpose of settling or managing the estate and such power as such Member possessed to assign all or part of such Member's Equity Interest, provided that any such trustee, executor, administrator, committee or guardian may become a Substitute Member only upon compliance with the provisions of Section 14.4.

18. Amendments.

18.1. General.

A. Except as required by law or for an amendment to **Schedule A** hereto as provided in this Agreement, the provisions of this Agreement may be amended or waived at any time and from time to time with the Consent of the Managers and a Majority in Interest. The Managers may amend **Schedule A** hereto at any time and from time to time without the Consent of any other Member to reflect the admission or withdrawal of any Member, or a change in any Member's Capital Contributions, pursuant to the terms of this Agreement.

B. Notwithstanding the foregoing, any provision of this Agreement that permits or requires the vote or Consent of Members representing greater than a majority of the voting Equity Interests of the Members may only be amended with the Consent of holders of Equity Interests representing the same percentage of the voting Equity Interests that is required to approve the vote or Consent permitted or required by the Section of this Agreement to be amended.

C. No amendment shall become effective without the unanimous Consent of the Members adversely affected if such amendment would materially, adversely, and disproportionately amend the provisions of this Agreement relating to the amount of Distributions a Member would receive when compared with the intended Distributions to such Member under the priorities set forth in Section 9.2 (determined without regard to the Capital Account balances of the Members).

18.2. Unilateral Amendments. Notwithstanding anything contained herein to the contrary (except Section 18.1.C), the Managers shall have the unilateral authority to amend this Agreement, upon delivery of a notice to the Members, to: (i) add to the Managers' duties or surrender any right or power granted to it; (ii) cure ambiguities, make corrections, comply with changes in the law, or otherwise clarify terms and provisions; (iii) delete or add any provision requested by any federal or state "blue sky" agency to the extent deemed to be for the benefit or protection of some or all of the Members; (iv) effectuate the admission or withdrawal of Members (or the Transfer of a Member's Interest) in accordance with the terms of this Agreement; (v) make amendments to this Agreement without the Consent of a Member in order to reflect changes made

to this Agreement or any Parallel Investment Vehicle Agreement in response to the comments of Members of this or any other Parallel Investment Vehicle admitted at subsequent Closings if such amendments do not adversely affect such previously admitted Member; (vi) improve, upon the advice of counsel to the Company, the Company's position in (A) satisfying any Investment Company Act exemptions, (B) qualifying for any applicable ERISA plan asset exemptions, (C) sustaining any tax positions of the Company or those of any of its Members upon the advice of counsel (including without limitation with respect to UBTI), (D) avoiding publicly traded partnership status for the Company, (E) making a Safe Harbor Election as permitted under Section 13.7.E, or (F) preventing the Members' final Capital Accounts from deviating from the intended priority cash Distributions described in this Agreement by amending the allocation provisions of Section 10; (vii) reflect the redemption of the portion of the Interest of a Member or a change in the Member's Equity Interests in the Company; or (viii) revise the allocation provisions pursuant to Section 10.3.B (collectively, the "**Unilateral Amendments**"); *provided that* no such Unilateral Amendment may materially, adversely, and disproportionately affect a Member without such Member's Consent. Copies of any such Unilateral Amendments shall be forwarded to all Members by the Manager.

18.3. **Execution.** Upon the adoption of any amendment to or restatement of this Agreement, the amendment or restatement shall be executed by a Manager on behalf of all of the Members by the power of attorney granted pursuant to Section 19. The Managers may execute any such duly adopted amendment on behalf of the Members and each of them. The Managers will provide the Members with notice of any amendments.

18.4. **Request for Consent.** Any request for Consent of the Members in this Section 18 shall be made by written notification from the Managers to each of the Members at the address listed on **Schedule A**. Failure of a Member to respond within ten (10) Business Days after notification is sent shall be deemed a Consent to the proposed amendment by such Member.

19. **Power of Attorney.**

19.1. **General.** Each Member irrevocably constitutes and appoints the Managers and any Liquidating Agent, and each general partner, manager, managing member, or officer of the Manager and Liquidating Agent as the true and lawful attorney in fact of such Member to execute, acknowledge, swear to and file any of the following:

A. The Certificate, and any amendment to or certificate of cancellation of the Certificate pursuant to the Act, provided, that no such certificate or amendment shall have the effect of amending this Agreement except as permitted by this Agreement;

B. Any certificate or other instrument (i) that may be required to be filed by the Company under the laws of the United States, the State of Delaware, the State of Georgia, or any other jurisdiction, or (ii) that the Liquidating Agent shall deem necessary to file to effect the dissolution, winding up, or termination of the Company; *provided, that* no such certificate or instrument shall have the effect of amending this Agreement except as permitted by this Agreement;

C. Any amendment to this Agreement that the Managers are authorized and empowered to adopt pursuant to Section 18.2 or that has been approved by the Members pursuant to Section 18.1;

D. Any and all documents determined by the Managers, in their sole and absolute discretion, to be necessary to effectuate the Transfer of any interests in the Company of a Defaulting Member to any other Person as permitted or required under Section 4.5 or the redemption of any Member's Interest required under this Agreement or by agreement with such Member and the Company;

E. Any other amendment to this Agreement that may be made by the Managers, without further vote or action of the Members or that has received the required Consent of the Members to the extent such Consent is required;

F. All other filings with agencies of the federal government, or 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 and the business of the Company, provided, that no such certificate or instrument shall have the effect of amending this Agreement except as permitted by this Agreement; and

G. Such other documents, certificates, and other instruments as set forth in the Subscription Agreement.

19.2. **Coupled with An Interest.** It is expressly acknowledged by each Member that the foregoing power of attorney is coupled with an interest and shall survive death, legal incapacity, bankruptcy, insolvency, assignment for the benefit of creditors and assignment by a Member of its Interest in the Company; *provided, however*, that if a Member assigns all of its Equity Interest and the assignee, in accordance with the provisions of this Agreement, becomes a Substitute Member, such power of attorney survives such assignment only for the purpose of enabling the Manager to execute, acknowledge, swear to, and file any and all instruments necessary to effect such substitution. This power of attorney may be exercised by such attorney-in-fact for all Members (or any of them) by a single signature of a Manager acting as attorney-in-fact, with or without listing all of the Members executing an instrument.

20. **Miscellaneous.**

20.1. **Further Assurances.** The Members agree to execute such instruments and documents as may be required by the Act or by law or that the Managers reasonably deem necessary or appropriate to carry out the intent of this Agreement so long as they do not alter the rights and obligations of the Members under this Agreement.

20.2. **Successors and Assigns.** The agreements contained herein are binding upon and inure to the benefit of the permitted successors and assigns of the respective parties hereto.

20.3. **Governing Law.** This Agreement is governed by, and is to be construed in accordance with, the Act and judicial interpretations thereof to the extent applicable and otherwise in accordance with the laws of the State of Delaware (without regard to conflicts of laws principles), and, to the maximum extent possible, in such manner as to comply with all the terms

and conditions of the Act, as amended from time to time. In the event of any inconsistency between any terms and conditions contained in this Agreement and any provisions of the Act, the terms of this Agreement govern and control except to the extent the applicable provision of the Act cannot be waived.

20.4. Severability. If any one or more of the provisions contained in this Agreement, or any application thereof, is invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and all other applications thereof will not in any way be affected or impaired thereby, unless the absence of the invalid, illegal, or unenforceable provision would materially affect the respective interests of the Members, in which case the Members shall use their best efforts to make such changes or adjustments in this Agreement as would restore the respective economic interests of the Members as originally contemplated hereby.

20.5. Counterparts; Electronic Execution. This Agreement may be executed in any number of counterparts, each of which will be deemed an original of this Agreement binding on the parties hereto. The exchange of copies of this Agreement and of executed signature pages of this Agreement by electronic means (including facsimile transmission, electronic imaging (such as via Portable Document Format (PDF), or electronic execution technology (such as DocuSign or similar technologies)) will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. The signature of a party transmitted electronically (including by facsimile, electronic imaging, or electronic execution technology) will be deemed to be such party's original signature for all purposes. The Manager may execute this Agreement on behalf of one or more Members pursuant to the power of attorney granted to the Managers by such Members in each of their Subscription Agreements.

20.6. Entire Agreement. This Agreement, including, without limitation, **Schedule A** hereto, and, with respect to each Member, the Subscription Agreement executed and delivered by such Member, and any Side Letter with such Member entered into by the Managers on behalf of the Company, each as modified from time to time, together with all Attachments hereto and thereto, represents the entire agreement among the parties hereto with respect to the subject matter hereof. In the event of any inconsistencies between any terms and conditions contained in this Agreement, and any provisions of any Subscription Agreement, the terms of this Agreement govern and control. A breach by any Member under its Subscription Agreement or Side Letter will be treated as a breach by such Member of this Agreement, and each Member hereby Consents to such treatment. Notwithstanding any other provision of this Agreement (including Section 18) or any Subscription Agreement, in addition to this Agreement and the Subscription Agreements, the Members hereby acknowledge and agree that the Managers, on their own behalf or on behalf of the Company, may enter into Side Letters with any Member without the Consent of any Person, including any other Member, that has the effect of establishing rights under, or altering or supplementing the terms of, this Agreement and of any Subscription Agreement. The Members hereby further agree that the terms of any such Side Letters will govern with respect to such Member notwithstanding the provisions of this Agreement or any of the Subscription Agreements. Notwithstanding the foregoing, except as provided in any Side Letter, Sections 5.2.M and 5.2.O of this Agreement controls, and no investor in the Company or any other Parallel Investment Vehicle will be entitled to any more favorable provision than is set forth in this Agreement or the applicable Parallel Investment Vehicle Agreement or Side Letter for such investor. For the

avoidance of doubt, nothing in Section 20.9 precludes the Manager from disclosing the identity of a Member and the contents of the Member's Side Letter to another investor, prospective Member, lender, other prospective investor in a subsequent collective investment vehicle, prospective partners, or other Persons if the Manager believes it will be beneficial to the Company's or Manager's business or that of another entity sponsored by Affiliates of the Manager (and to its professionals under a duty of confidentiality); however, the Manager will have no obligation to do so except to the extent a Member is entitled to see or obtain the benefits of such other Member's Side Letter in such pursuant to such first Member's Side Letter.

20.7. **Force Majeure.** If the Act or this Agreement requires the Managers or the Company to take any action within a prescribed time period, that party will have an additional time period to take such action if the following occur: bank holidays, actions of governmental agencies, acts of God, terrorist acts, financial crises of a nature materially affecting the purchase and sale of securities or real estate, or other events beyond the reasonable control of the Managers. The additional time will equal a period relating to the event causing the delay. However, the Managers and Company will not be excused from performing their obligations.

20.8. **Notices.** All notices, demands, solicitations of consent or approval, and other communications hereunder must be in writing and will be sufficiently given if personally delivered, sent by electronic transmission, or sent postage prepaid by overnight courier or registered or certified mail, return receipt requested, addressed as follows: if intended for the Company or the Manager, to the Company's principal office determined pursuant to Section 2.5 hereof, and if intended for any Member to the address of such Member set forth in the Subscription Agreement of such Member, or to such other address as such Member may designate from time to time by written notice. Notices will be deemed to have been given when: personally delivered or when transmitted on a Business Day by electronic transmission with confirmation of receipt (including by reply email, which shall constitute confirmation of receipt), or, if mailed or sent by overnight courier, on the date mailed or delivered to such overnight courier, and notices will be deemed to have been received when personally delivered or when transmitted on a Business Day by electronic transmission with confirmation of receipt (or, if there is no electronic confirmation of receipt, when the sender is notified by any reply email to such email or acknowledgment of such email), if sent before 5:00 p.m. local time of the recipient on a Business Day, otherwise the following Business Day, or, if mailed or sent by overnight courier, on the date on which actually received. The time to respond to any notice begins on the date of delivery (or date of refusal of delivery during normal business hours on a Business Day). The provisions of this Section do not prohibit the giving of written notice in any other manner; *provided that* any such written notice will be deemed given only when actually received.

20.9. **Confidentiality.**

A. All information relating to the Managers, the Company, any Parallel Investment Vehicles, any Alternative Investment Vehicles, a Co-investment Venture, their Subsidiaries, any of their Affiliates, any Member, any Permitted Investment, or the business or operations of such Persons marked as confidential or of a nature one could reasonably expect was provided under an expectation to maintain its confidentiality (including, without limitation, processes, plans, data, reports, drawings, documents, business secrets, financial information, or information of any other kind) received by any Member ("**Confidential Information**") shall be

received and maintained in confidence by such Member. Notwithstanding anything contained in this Agreement to the contrary, **Schedule A** to this Agreement is a confidential document of the Company and the Managers. For purposes of this Agreement, each Member acknowledges and agrees that the Managers may withhold information the Members might otherwise be entitled to receive to the extent the Managers withholds such information from all Members and with respect to information (i) that the Managers reasonably believe to be in the nature of trade secrets, (ii) that the Managers or the Company, Parallel Investment Vehicles, Alternative Investment Vehicles, or a Co-investment Ventures, is required by law or agreement with a third party to keep confidential, or (iii) the disclosure of which could reasonably be expected to result in a violation of federal, state, or other securities laws.

B. Confidential Information may be used by a Member only for the purpose of monitoring its investment in the Company and evaluating the performance of the Managers and ensuring their compliance with the Agreement, such Member's Subscription Agreement, or any Side Letter with such Member (the "**Permitted Purposes**"). The Members agree that they will not use any Confidential Information for any other purpose, including, without limitation, in conducting or furthering their own business or that of any of their Affiliates or any competing business.

C. The obligations of limited use and nondisclosure contained in this Section 20.9 will not (i) restrict the disclosure of Confidential Information to a Member's attorneys, tax advisors, accountants or other professional advisors or consultants who have a reason to have access to such Confidential Information in connection with their duties and responsibilities to such Member relating to a Permitted Purpose (so long as such Persons are under an obligation of confidentiality consistent with the terms of this Section 20.9), (ii) restrict the disclosure of Confidential Information by a Member to the extent such disclosure is required by any governmental or regulatory authority or court entitled by law to such disclosure, or that is required by law to be disclosed, provided that such Member promptly notifies the Manager when such requirement to disclose arises (but only to the extent such notification by such Member is permitted by law) to enable the Managers to seek an appropriate protective order and to make known to such governmental or regulatory authority or court the proprietary nature of the Confidential Information and to make any applicable claim of confidentiality in respect thereof, and provided, further, that such party only makes such disclosure to the extent it is required to do so by law; (iii) restrict the disclosure of Confidential Information by a Member to the extent permitted with the written Consent of the Managers, or (iv) apply to information that (x) was publicly known or otherwise known to a Member prior to the time it was disclosed pursuant to this Agreement (as can be demonstrated by the written records of the recipient) and was not otherwise subject to any restriction on disclosure by such Member, (y) subsequently becomes publicly known through no act or omission by a Member or any person acting on a Member's behalf, or (z) otherwise becomes known to a Member without breach of this Agreement (other than through disclosure by the Company or the Manager) or any other contractual, legal, or fiduciary obligation and is not otherwise subject to any restriction on disclosure by such Member. Each Member agrees (A) to cooperate in any action that the Managers may decide to take to prevent or minimize the disclosure of such Confidential Information; (B) that all Confidential Information is and will be the exclusive property of the Managers and their Affiliates, and upon the request of the Managers, a Member shall immediately return, delete, or destroy all Confidential Information, including all copies or derivations thereof, held by such Member (other than Confidential Information that constitutes tax

information or other financial information necessary for such Member's internal and external audit activities); and (C) that the misappropriation or unauthorized disclosure of Confidential Information by a Member is likely to cause substantial and irreparable damage to the Company, the Managers, and/or one or more of their Affiliates such that damages at law may not be an adequate remedy for breach of this Section 20.9; accordingly, and notwithstanding Section 20.15, the Company, the Managers, and their Affiliates are entitled to seek injunctive and other equitable relief in any court of competent jurisdiction, in addition to all other remedies available to them at law or at equity, and, to the fullest extent permitted by law, no bond or proof of special or irreparable damages shall be necessary for the enforcement of this Section 20.9.

D. With respect to any Member who is subject to any law, rule, or regulation that would require such Member to publicly disclose information upon request of a third party or otherwise, the Managers consent to disclosures of information relating to the Company solely to the extent required by such applicable law, rule, or regulation provided: (i) the Managers and the Company may pursue any rights it or they may have under applicable law to limit the disclosure of such information; (ii) such Member agrees to notify the Managers as promptly as it becomes aware of a written request for information in the event a written request for information relating to the Company or such Member's investment in the Company, whether directly in the Company or through any Parallel Investment Vehicles and Alternative Investment Vehicles, that could reasonably be expected to be considered Confidential Information of the Managers or the Company is received; and (iii) to the extent permitted by applicable law, the Member shall cooperate in any action that the Managers may decide to take to prevent or minimize the disclosure of Confidential Information.

E. Each Member acknowledges that the Managers may release the identity of a Member if the Managers determines that such release is in the best interest of the Company, including (i) in connection with any actual or potential Investment, (ii) if the Company or the Managers' counsel advises that information be disclosed in light of applicable law or regulation (including anti-money laundering or anti-terrorist financing laws or regulations), or (iii) in connection with the incurrence of any indebtedness, guarantees, or other obligations of the Company. In addition, the Managers may disclose to investors and prospective investors the identity of a Member and the fact that the Member invested in the Company in connection with the marketing activities of the Company or a future fund or joint venture sponsored by a Manager or an Affiliate.

F. Notwithstanding anything contained in this Agreement to the contrary, each Member (and any employee, representative or other agent thereof) may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of, and all tax strategies relating to, the Company, such Member's ownership of an Interest in the Company, and any Company transaction and all materials of any kind (including opinions and other tax analyses) that are provided to such Member relating to such tax treatment, tax structure, and tax strategies. For this purpose, "tax structure" means any facts relevant to the federal or state income tax treatment of the Company, such Member's ownership of an Interest in the Company, and any Company transaction, and does not include information relating to the identity of the Members, any Permitted Investment, or any of their respective Affiliates. Nothing in this Section 20.9.F requires the Managers to disclose to any Member any information that the Manager is permitted or is required to keep confidential in accordance with this Agreement, the Act, or otherwise.

G. Notwithstanding anything to the contrary contained in this Agreement, the Managers, in their own name and on behalf of the Company, is authorized without the Consent of any Person, including any other Member, to take such action as they determines in their sole discretion to be necessary or advisable to comply with any anti-money laundering or anti-terrorist financing laws, rules, regulations, directives, or special measures.

20.10. No Right of Partition for Redemption. To the fullest extent permitted by law, no Member, and no successor in interest to any Member, has the right while this Agreement remains in effect to have the property of the Company partitioned, or to file a complaint or institute any proceeding at law or in equity to have the property of the Company partitioned or, except on such terms and conditions as the Managers may, in their sole and absolute discretion, approve, to require the redemption of its Interest in the Company, or to cause a judicial dissolution of the Company.

20.11. Third Party Beneficiaries. Except with respect to Sections 4.4.F (grant of security interest), 5.8 (allowing third parties to rely on the Managers' authority), 13 (with respect to certain reporting requirements), and 15 (with respect to the Company Indemnitees), the provisions of this Agreement are not intended to be for the benefit of any creditor or other person to whom any debts or obligations are owed by, or who may have any claim against or with respect to, the Company or any of its Members, except for Members, in their capacities as such. Except as provided in this Section 20.11, and notwithstanding any contrary provision of this Agreement, no such creditor or person obtains any rights under this Agreement or, by reason of this Agreement, is permitted to make any claim against the Company or any Member.

20.12. UCC Article 8 Election. Equity Interests in the Company are securities within the meaning of, and will be governed by, Article 8 of the Uniform Commercial Code (including Section 8-102(a)(15) thereof) as in effect from time to time in the State of Delaware, and Article 8 of the Uniform Commercial Code of any other applicable jurisdiction that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995. Notwithstanding any provision of this Agreement to the contrary, to the extent that any provision of this Agreement is inconsistent with any non-waivable provision of Article 8 of the Uniform Commercial Code as in effect in the State of Delaware (6 Del. C. § 8-101, et seq.) (the "UCC"), such provision of Article 8 of the UCC controls.

20.13. Ownership and Use of Name. The entire right, title and interest to the names CEDARst GP Development Fund, LLC, CEDARst Dev Fund Investor, LLC, CEDARst Dev Fund Shareholder, LLC, CEDARst (and any variations thereof) and the goodwill attached thereto are the sole and exclusive property of Affiliates of the Managers, which rights survive the liquidation and termination of the Company. Upon any withdrawal or removal of the Managers, the Company shall immediately cease using any name including the word "CEDARst" (and any variations of the foregoing) and shall execute and deliver to the Managers or their designee an assignment of any and all right, title and interest in and to such names.

20.14. Legal Counsel and Other Professionals. Each Member hereby agrees and acknowledges that:

A. The Managers have retained Morris, Manning & Martin, LLP (“**MMM**”) in connection with the formation of the Managers, the Company and any Parallel Investment Vehicles, Alternative Investment Vehicles, and Co-investment Ventures (and their Affiliates and Subsidiaries) and expects to retain such firm in connection with the operation of the Company, the Managers, any Parallel Investment Vehicles, and any Co-investment Ventures (and one or more of their Affiliates and Subsidiaries) including in connection with the offering of the Equity Interests to Members and making, holding, and disposing of Investments. MMM has not and is not representing any of the Members, and no legal counsel has been retained by the Managers, the Company, or their Affiliates to represent the Members with respect to such investments, in connection with the formation of the Company (and its Subsidiaries), the offering of Equity Interests in the Company, the management and operation of the Company (and its Subsidiaries), or any dispute which may arise between the Members on the one hand and the Managers, the Company, any Parallel Investment Vehicles, any Co-investment Ventures (or their respective Subsidiaries), and any Affiliate of the Managers, on the other hand.

B. Not MMM nor any appraiser, accountant, or other professional (other than law firms) who at any time provides services to the Managers or the Company (or their respective Subsidiaries) will be disqualified from acting in such capacity because such Person also provides other services to the Company, the Managers, or any Affiliates or Subsidiaries of any such Persons in connection with the transactions contemplated by this Agreement or any other transactions at any time.

C. Each Member hereby consents to the provisions of Section 20.14.A and 20.14.B and waives any potential conflict of interest.

20.15. Arbitration and Certain Litigation Matters.

A. Except as provided in Section 20.9.C, any dispute between the Managers and the Members with respect to any Breach of Standard of Conduct or any conflict of interest between the Managers and the Company, any interpretation of this Agreement, any Co-investment Venture Agreement, any Parallel Investment Vehicle Agreement, any Subscription Agreement, or the Company’s business or affairs must be submitted to expedited arbitration as provided below.

B. The prevailing party in any arbitration or litigation (including any litigation pursuant to Section 20.9.C), shall be reimbursed for its costs (including attorneys’ fees and expenses) by the nonprevailing party at the conclusion of such proceeding.

C. If any dispute arises concerning the interpretation, validity, or performance of this Agreement or any of its terms and provisions, including but not limited to the issue of whether or not a dispute is arbitrable, then the parties shall submit such dispute for binding determination before a retired judge selected from JAMS (or any similar organization mutually acceptable to the parties). The parties shall mutually agree on one arbitrator from the list provided by the arbitrating organization; *provided that* if the parties cannot agree, then each party shall select one arbitrator from the list, and the two (2) arbitrators so selected shall agree upon a third arbitrator

chosen from the same list, which third arbitrator shall determine the dispute. The arbitration will take place in the City of Chicago, State of Illinois, and will be conducted in accordance with the then prevailing expedited arbitration rules of the arbitrating organization, except as set forth in this Section 20.15. The parties will have the rights of discovery set forth in JAMS Comprehensive Arbitration Rules 16.1 and 16.2 as existing on the date hereof or as may be changed from time to time by JAMS. The arbitrator must apply Delaware substantive law to the proceeding. The arbitrator will have the power to grant all legal and equitable remedies including provisional remedies and award compensatory damages provided by law, however, the arbitrator may not order relief in excess of what a court could order. The arbitrator may not award punitive or exemplary damages. The arbitrator shall prepare and provide the parties with a written award. Upon the request of either party to the arbitration, the arbitrator will prepare written factual findings and the legal reasoning upon which the award is based. The arbitrator will not have the power to commit errors of law or legal reasoning or to make findings of fact except upon sufficiency of the evidence. The arbitrator shall award costs and attorneys' fees in accordance with the terms and conditions of this Agreement. Any court situated in Chicago, Illinois and having jurisdiction may enter judgment on the award rendered by the arbitrator, or correct or vacate such award to the extent allowed by applicable law. **The parties understand that by agreeing to binding arbitration they are giving up the rights they may otherwise have to trial by a court or a jury and all rights of appeal in a court of law, and to an award of punitive or exemplary damages.** Pending resolution of any arbitration proceeding, either party may apply to any court of competent jurisdiction situated in Chicago, Illinois for any provisional remedy, including but not limited to a temporary restraining order or a preliminary injunction (excluding however, any dispute relating to discovery matters) and for enforcement of any such order with such state and federal courts in Chicago, Illinois having exclusive jurisdiction to hear such matters. The application for or enforcement of any provisional remedy by a party will not operate as a waiver of the within agreement to submit a dispute to binding arbitration. Subject to the ultimate award of costs pursuant to the provisions of this Section 20.15, the costs of the arbitrators and the arbitration shall be borne and paid when due equally by each of the respective parties to the arbitration during the arbitration (with interest payable by any party who does not pay such costs when due at the lesser of 25% per annum or the maximum rate allowed by law, compounded annually, plus costs of collection), and if a Member fails to pay its share of such costs when due, such Member will be treated as a Defaulting Member under this Agreement.

D. Notwithstanding any provision of the Agreement to the contrary, this Section 20.15 shall be construed to the maximum extent possible to comply with the laws of the State of Delaware, including the Uniform Arbitration Act (10 Del. C. § 5701 et seq.) (the "**Delaware Arbitration Act**"). If, nevertheless, it is determined by a court of competent jurisdiction that any provision or wording of this Section 20.15, including any rules of JAMS or any other arbitration organization selected by the parties pursuant to Section 20.15.C, is invalid or unenforceable under the Delaware Arbitration Act, or other applicable law, such invalidity will not invalidate all of this Section 20.15. In that case, this Section 20.15 will be construed so as to limit any term or provision so as to make it valid or enforceable within the requirements of the Delaware Arbitration Act or other applicable law, and, in the event such term or provision cannot be so limited, this Section 20.15 will be construed to omit such invalid or unenforceable provision.

20.16. **Corporate Transparency Act.** The Company will comply with its obligations under the Corporate Transparency Act of 2020 (as amended, the “**CTA**”) and with the regulations (the “**CTA Regulations**”) promulgated by the Financial Crimes Enforcement Network (“**FinCEN**”) thereunder. Accordingly:

A. Compliance Officer. The Managers will appoint an individual to serve as the CTA compliance officer (the “**Compliance Officer**”) with respect to the Company’s duties under the CTA. The Compliance Officer shall take any steps reasonably necessary or convenient to cause the Company to perform its obligations under the CTA and the CTA Regulations, including, without limitation, by causing the Company to file any beneficial ownership information report and certification that may be required thereunder.

B. Reports. The Compliance Officer will provide written reports to the Managers from time to time regarding the Company’s compliance with the CTA, but no less than once per year.

C. CTA Data. Except as provided in Section 20.16.D below, each Person who (i) owns, directly or indirectly, at least 25% of the aggregate “ownership interests” (as defined in the CTA (or CTA Regulations)), but generally includes all Persons owning, directly or indirectly, at least 25% of the aggregate Membership Interests in the Company, and/or (ii) exercises “substantial control” (as defined in the CTA (or CTA Regulations) and as described in Section 20.16.E) over the Company (any Person described in clause (i) or (ii), a “**Reporting Person**”), will provide to the Compliance Officer such Person’s: (A) full legal name, (B) date of birth, (C) current residential street address, (D) current business street address, and (E) a unique identifying number from one of the following documents: (1) a non-expired passport issued by the United States Government, (2) a non-expired identification document issued to the individual by a State, local government, or Indian tribe for the purpose of identifying the individual, (3) a non-expired driver’s license issued to the individual by a State, or (4) A non-expired passport issued by a foreign government to the individual, if the individual does not possess any of the documents described in paragraph (1), (2) or (3), and (F) an image of the document from which the unique identifying number in subclause (E) obtained which includes both the unique identifying number and photograph of the individual in sufficient quality to be legible or recognizable. The information described in this Section 20.16.C is hereinafter referred to as a Person’s “**CTA Data**”.

D. Indirect Ownership. With respect to any Reporting Person that is not a natural person, such Reporting Person shall provide CTA Data for each natural person (as applicable, an “**Indirect Owner**”) who owns, indirectly or beneficially, at least 25% of the aggregate “ownership interests” (as defined in the CTA or CTA Regulations) in the Company, through such Reporting Person.

E. Substantial Control Data. Each Member will also provide to the Compliance Officer any information or documents that may be required to determine whether such Member or any Indirect Owner has “substantial control” over the Company including, without limitation, by (i) serving as a senior officer of the Company, (ii) having authority, directly or indirectly, over the appointment or removal of any senior officer or a majority or dominant minority of the board of directors (or similar body) of the Company, (iii) having any (direct or indirect) direction, determination, or decision power over, or substantial influence over, important

matters affecting the Company, including but not limited to: (A) the nature, scope, and attributes of the business of the Company, including the sale, lease, mortgage, or other transfer of any principal assets of the Company; (B) the reorganization, dissolution, or merger of the Company; (C) major expenditures or investments, issuances of any equity, incurrence of any significant debt, or approval of the operating budget of the Company; (D) the selection or termination of business lines or ventures, or geographic focus, of the Company; (E) compensation schemes and incentive programs for senior officers of the Company; (F) the entry into or termination, or the fulfillment or non-fulfillment of significant contracts of the Company; (G) amendments of any substantial governance documents of the Company, including the certificate of organization or similar formation documents, this Operating Agreement, and significant policies or procedures of the Company; and (H) any other form of direct or indirect substantial control over the Company. Information and documents provided by any Person for purposes of this Section 20.16.E is hereinafter referred to as “**Substantial Control Data**.”

F. Company Applicant. The Compliance Officer will collect CTA Data and Substantial Control Data from each individual who is a “company applicant” with respect to the Company, as such term is defined in the CTA Regulations.

G. FinCEN Identifier. In lieu of providing its CTA Data to the Compliance Officer, a Reporting Person (including an Indirect Owner) may provide its unique identifying number assigned by FinCEN to such Reporting Person (the “**FinCEN ID**”) to the Compliance Officer so long as (i) the CTA Data associated with such FinCEN ID is both current and accurate, and (ii) the Compliance Officer has consented to receiving such Reporting Person’s FinCEN ID (such consent not to be unreasonably withheld).

H. Safeguarding CTA Data. The Compliance Officer will safeguard the CTA Data and Substantial Control Data collected from Reporting Persons and any other Persons in accordance with this Section 20.16 through such methods and systems as the Compliance Officer and the Managers may determine.

I. Additional Obligations; Indemnification. Each Reporting Person and each Member providing Substantial Control Data will indemnify and defend the Company against any third-party claim, loss or expense incurred by the Company as a result of (i) any inaccuracy in any CTA Data or Substantial Control Data provided by such Person, or (ii) any failure of such Person to timely provide amended CTA Data or Substantial Control Data to the Compliance Officer. Each Person who owns an interest in the Company shall provide to the Company such information (including information about its beneficial owners) as the Managers or Compliance Officer may reasonably request to comply with the requirements of the CTA (and CTA Regulations), and shall update in writing to the Managers and Compliance Officer any information provided to the Managers or Compliance Officer no less than five (5) days after any change occurs.

[Signature Page Follows]

In Witness Whereof, the parties hereto have executed and entered into this Amended and Restated Limited Liability Company Agreement as of the day first above set forth.

MANAGERS:

CEDARST DEV FUND INVESTOR, LLC, a Delaware limited liability company

By: WAM DEV Fund, LLC, a Delaware limited liability company, its manager

By: _____
Alex Samoylovich, Manager

CEDARst Dev Fund Shareholder, LLC, a Delaware limited liability company

By: WAM DEV Fund, LLC, a Delaware limited liability company, its manager

By: _____
Alex Samoylovich, Manager

*[Signature Page to Limited Liability Company Agreement of
CEDARst GP Development Fund, LLC]*

CEDARst GP Development Fund, LLC
Schedule A
Members and Capital Contributions

[See Attached]

Attachment A

Glossary of Defined Terms

Capitalized terms used in the Agreement (defined below) that are not otherwise defined in the text of the Agreement shall have the meanings set forth for such terms in this Attachment A.

“20% Beneficial Owner” means a Beneficial Owner of 20% or more of the Company’s outstanding Equity Interests, calculated on the basis of total voting power rather than on the basis of ownership of such Equity Interests.

“Act” has the meaning set forth in the Recitals (page 1).

“Additional Member” has the meaning set forth in Section 4.3.B (page 6).

“Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, of the Member’s Capital Account as of the end of the Fiscal Year, after giving effect to the following adjustments: (a) there shall be credited to the Member’s Capital Account any amounts that the Member is obligated to restore pursuant to the terms of this Agreement or is deemed to be obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c), the second sentence of Treasury Regulations Section 1.704-2(g)(1), and the second sentence of Treasury Regulations Section 1.704-2(i)(5); and (b) there shall be debited to the Member’s Capital Account the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6). The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“Adjusted Cost” has the meaning set forth in Section 5.2.Q (page 14).

“Advisers Act” has the meaning set forth in Section 14.2.B(3) (page 37).

“Affiliate” means, with respect to a Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and with respect to the Manager, its members, officers and employees and their immediate family members. The term “control” (or any variation thereof) includes, without limitation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Affiliated Member” means any Member that is an Affiliate of the Manager.

“Agreement” has the meaning set forth in the opening paragraph of this document (page 1).

“Allocation Provisions” has the meaning set forth in Section 10.3.B (page B-2).

“Alternative Investment Vehicles” has the meaning set forth in Section 5.2.N (page 14).

“Asset Management Fees” has the meaning set forth in Section 6.2.A (page 22).

“Benefit Plan Investor” has the meaning set forth in the Plan Asset Regulations.

“Breach of Standard of Conduct” has the meaning set forth in Section 15.3.A (page 42).

“Business Day” means any day other than a Saturday, Sunday, or other day on which banks are authorized or required by law to be closed in Chicago, Illinois.

“Capital Account” means the separate account maintained by the Company for each Member in accordance with the principles and requirements set forth in Code Section 704(b) and the Treasury Regulations (with no double counting of items taken into account in the definition of Profits or Losses).

“Capital Contributions” of a Member means, as of any date of determination, the total dollar amount such Member has contributed to the equity capital of the Company, pursuant to the terms of this Agreement as of that date, without regard to any repayment thereof or Distributions in respect thereto. The Capital Contributions of the Members are set forth on **Schedule A**, as such schedule may be amended from time to time.

“Carried Interest” means the amounts distributed to the Manager not related to its capital interest in the Company, as well as any advances thereon pursuant to Section 9.5 (page 27).

“Cedar Investor” has the meaning set forth in the Recitals (page 1).

“Cedar Shareholder” has the meaning set forth in the Recitals (page 1).

“Certificate” has the meaning set forth in the Recitals (page 1).

“Claims” has the meaning set forth in Section 15.3.B (page 42).

“Closing” means each event of consummation of the admission of Members to the Company on any Closing Date.

“Closing Date” means each date as of which the Manager accepts Subscription Agreements from any prospective Members, as determined by the Managers in their sole and absolute discretion.

“Code” means the U.S. Internal Revenue Code of 1986, as amended from time to time, or any successor federal income tax code.

“Co-investment Venture” has the meaning set forth in Section 7.2 (page 24).

“Co-investment Venture Agreement” has the meaning set forth in Section 7.2 (page 24).

“Company” has the meaning set forth in the opening paragraph of this Agreement (page 1).

“Company Expenses” means the sum of Organization and Offering Expenses plus Operational Expenses.

“Company Indemnatee” has the meaning set forth in Section 15.3.A (page 42).

“Company Regulatory Risk” means a material risk, as determined by the Manager, of subjecting the Company, the Manager, any Parallel Investment Vehicle, Alternative Investment Vehicle, the general partner, managing member, manager, or other control Person of any Parallel Investment Vehicle or Alternative Investment Vehicle, or any of their respective partners, members, managers, shareholders or owners, to any governmental law, rule, or regulation (or any violation thereof), any material filing or regulatory requirement (including registration with any governmental agency), to any material adverse effect, or to any material tax or increase in tax to which such Person would not otherwise be subject. Without limiting the generality of the foregoing, a Company Regulatory Risk would include causing, or being reasonably likely to cause, the Company, a Parallel Investment Vehicle, or the Manager (or any Affiliate thereof) (a) to have to register under any of the Federal Securities Laws, (b) to hold plan assets for purposes of ERISA, (c) to be a publicly traded partnership, or (d) to have an unaccredited investor as a Member or other holder of an Equity Interest.

“Competitive Fund” has the meaning set forth in Section 5.11.B (page 52).

“Confidential Information” has the meaning set forth in Section 20.9.A (page 52).

“Consent” has the meaning set forth in Section 8.1.A (page 25).

“Current Income” means, with respect to an Investment for any period, all proceeds received from that Investment with respect to such period, excluding Interim Event Proceeds, less Operational Expenses paid and reasonable reserves established with respect to such period for the payment of Operational Expenses anticipated to be allocated thereto, plus all reserved amounts that reduced Current Income for a prior period to the extent released from reserves with respect to the current period by the Manager, but disregarding Disposition Proceeds and any items of income or expense taken into account in determining Disposition Proceeds from that Investment.

“Deemed Distribution” means the receipt (or deemed receipt) of Distributable Cash Flow by any Member pursuant to Sections 4.5.B (page 8), 9.5 (page 27), 9.8 (page 28), 9.9.A (page 28), 14.4.B (page 40) or any other provision of this Agreement.

“Default Date” has the meaning set forth in Section 4.5.B (page 8).

“Default Loan” has the meaning set forth in Section 4.5.B (page 8).

“Default Notice” has the meaning set forth in Section 4.5.A (page 8).

“Defaulting Member” has the meaning set forth in Section 4.5.A (page 8).

“Delaware Arbitration Act” has the meaning set forth in Section 20.15.D (page 57).

“Disabling Event” means, as to any Person, (a) the death, retirement, incapacity, or adjudication of incompetency or insanity of such Person; (b) the filing of a voluntary petition in bankruptcy, the entry of an order of relief in any bankruptcy or insolvency proceeding, or the entry of an order declaring such Person bankrupt or insolvent; (c) any involuntary proceeding seeking liquidation, reorganization or other relief against such Person under any bankruptcy, insolvency or other similar law now or hereafter in effect that has not been dismissed 120 days after the commencement thereof; (d) the dissolution or termination (other than by merger or consolidation), as the case may be, of such Person; or (e) the liquidation of such Person.

“Disposition of an Investment” or **“Disposition”** with respect to an Investment means the sale, exchange, or other disposition by the Company of all or any portion of such Investment for cash or property, and shall include the receipt by the Company of a liquidating dividend, other like distribution in cash on such Investment and distribution in-kind of all or any portion of an Investment. Interim Events are expressly excluded from the definition of, and shall not be, Dispositions.

“Disposition Proceeds” means the amount of the net cash proceeds or other in-kind distribution received by the Company due to the Disposition of an Investment, less Operational Expenses and reasonable reserves for the payment of anticipated future Operational Expenses, plus all previously reserved amounts to the extent released from reserves by the Manager in connection with such Disposition.

“Distributable Cash Flow” means (a) Current Income; (b) Disposition Proceeds, other than amounts that have been or are anticipated by the Managers in their reasonable discretion to be reinvested by the Company; (c) Interim Event Proceeds, other than amounts that have been or are anticipated by the Managers in their reasonable discretion to be reinvested by the Company; and (d) Short Term Investment Income; less any Tax Distributions made by the Company to the Members for such period, plus any Asset Management Fees previously paid and not previously accounted for in the calculation of Distributable Cash Flow.

“Distributions” means and refer to amounts from time to time distributed to the Members pursuant to Section 9 (page 27) and Section 17.2 (page 46).

“Economic Capital Account” means, with respect to any Member, such Member’s Capital Account as of the date of determination, after crediting to such Capital Account any amounts that the Member is deemed obligated to restore under Treasury Regulations Section 1.704-2.

“Effective Date” has the meaning set forth in the opening paragraph of this Agreement (page 1).

“Entity” means any company, corporation, limited liability company, unincorporated organization or association, trust or other entity and specifically excludes an individual.

“Entity Tax” has the meaning set forth in Section 5.5.D (page 17).

“Equity Interest” means, (a) with respect to any Member and the Company at any particular time, the entire right, title and interest of such Member in the Company and any appurtenant rights, including, without limitation, any voting rights, together with the obligations of such Member to comply with all the terms and provisions of this Agreement (including the obligation to contribute capital to the Company) and (b)) with respect to any other Person in relation to any other Entity at any particular time, the entire right, title and interest of such Person in the Entity and any appurtenant rights, including, without limitation, any voting rights, any rights to Distributions, and any rights to acquire further equity interests in such Entity, together with any obligations of such Person to comply with the terms and provisions of the governing documents of such Entity, including any obligation to contribute capital to such Entity.

“ERISA” means the U.S. Employee Retirement Income Security Act of 1974, as amended.

“ERISA Member” means each Member who is considered a “benefit plan investor” under Section 3(42) of ERISA.

“Estimated Value Capital Account” means, with respect to any Member, the amount such Member would receive in a hypothetical liquidation of the Company following a hypothetical sale of all of the assets of the Company at prices equal to their most recent Fair Values as determined in accordance with Section 5.10 (page 20), and the Distribution of the proceeds thereof to the Members pursuant to this Agreement (after the hypothetical payment of all actual Company indebtedness, and any other liabilities related to the Company’s assets, limited, in the case of non-recourse liabilities, to the collateral securing or otherwise available to satisfy such liabilities). The calculation of any Estimated Value Capital Account (including, without limitation, any valuation of the assets of the Company) shall be determined by the Managers in their sole and absolute discretion and may include estimated costs of liquidation.

“Fair Value” has the meaning set forth in Section 5.10 (page 20).

“Federal Securities Laws” means the Securities Act, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act, and the Advisers Act, each as may be amended from time to time.

“FIRPTA” has the meaning set forth in Section 9.9.A (page 29).

“Fiscal Year” means the calendar year or, in the case of the first and the last fiscal years, the portion thereof commencing on the Initial Closing or ending on the date on which the winding up of the Company is completed, as the case may be.

“Formation Date” has the meaning set forth in the Recitals (page 1).

“GAAP” means accounting principles generally accepted in the United States applied on a consistent basis.

“Giveback” has the meaning set forth in Section 15.6.A (page 44).

“Gross Asset Value” means, with respect to any Investment or other asset of the Company, the asset’s adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed (or deemed contributed) by a Member to the Company shall be the fair market value of such asset at the time of such contribution, as determined by the Managers in good faith.

(b) The Gross Asset Value of any Company asset distributed (or deemed distributed) to a Member shall be the fair market value of such asset on the date of Distribution as determined by the Managers in good faith.

(c) The Gross Asset Values of all Company assets shall be adjusted to equal their respective fair market values, as determined by the Manager in good faith using such reasonable method of valuation as it may adopt, which shall not require an appraisal, as of the times listed below (provided, however, that notwithstanding anything contained herein to the contrary, the Members acknowledge and agree that the Manager will not, unless required to do so by the Code or the Treasury Regulations promulgated thereunder or the Managers determine to do so in their sole and absolute discretion, adjust the Gross Asset Values of Company assets upon the admission of any Additional Members to the Company):

(i) immediately prior to the acquisition of an additional Interest in the Company by a new or existing Member in exchange for more than a *de minimis* amount of Capital Contributions, if it is determined by the Managers in good faith that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(ii) immediately prior to the Distribution by the Company to a Member of more than a *de minimis* amount of the Company property as consideration for an Interest in the Company if it is determined by the Managers in good faith that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company;

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

(iv) immediately prior to such other times as the Managers shall determine (in good faith, after consulting with Company counsel) to be necessary or advisable in order to comply with Treasury Regulations Section 1.704-1(b) and 1.704-2, including upon the transfer or vesting of a compensatory interest in the Company as provided in the Treasury Regulations;

(d) The Gross Asset Values of Company assets shall 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), however, 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 shall not be adjusted pursuant to this subparagraph (d) to the extent that the Managers determine that an adjustment pursuant to subparagraph (b) or (c)

is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (d).

(e) If the Gross Asset Value of a Company asset has been determined or adjusted pursuant to subparagraph (a), (c), or (d), such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“Indemnitees” has the meaning set forth in Section 15.4.A (page 43).

“Initial Closing” means the first Closing.

“Initial Closing Date” means the date of the Initial Closing.

“Interests” means the Limited Liability Company interests in the Company.

“Interim Event” means a condemnation, casualty, financing or refinancing of an Investment, except for a condemnation or casualty without restoration of all or a substantial part of an Investment, in which event the condemnation or casualty without restoration shall constitute a Disposition of the affected portion of such Investment.

“Interim Event Proceeds” means the amount of the net cash proceeds from (x) any condemnation or casualty that are not used for reconstruction or repair of an Investment or repayment of indebtedness of the Company or expenses or reserves in connection therewith; and (y) any financing or refinancing to the extent that the proceeds of such financing or refinancing are not applied to the acquisition of an Investment or the repayment of any prior indebtedness of the Company or expenses or reserves in connection therewith.

“Interim Investments” means amounts that are held temporarily for future investment in Permitted Investments or other Company purposes and are invested in (a) direct obligations of, or obligations that are guaranteed by, the United States of America, or any agency, authority or instrumentality thereof and repurchase agreements with respect thereto, (b) certificates of deposit, checking and money market accounts, escrow accounts, time deposits, demand deposits and bankers acceptances of banks or trust companies, (c) commercial paper that is rated not less than prime-one or A-1 or their equivalents by Moody’s Investor Service, Inc. or Standard & Poor’s Ratings Group or their successors, (d) similar liquid securities intended to provide for the preservation of principal, and (e) mutual funds that invest primarily in one or more of the foregoing (all of which may or may not bear interest as determined by the Managers in their sole and absolute discretion).

“Investment” means an asset constituting an Interim Investment or a Permitted Investment.

“Investment Committee” has the meaning set forth in Section 11.2.A (page 31).

“Investment Company Act” means the Investment Company Act of 1940, as amended.

“Investment Period” has the meaning set forth in Section 5.6.D (page 19).

“Investor Advisory Committee” has the meaning set forth in Section 11.1.A(1) (page 29).

“Liquidating Agent” has the meaning set forth in Section 17.2.A (page 46).

“Majority in Interest” means, as of any date of determination, means with respect to the Company, the holders of more than 50% of the Equity Interests (determined in accordance with Section 8.1.B); *provided that* in computing “Majority in Interest” for the Company, the Interests held by all Defaulting Members, if any, shall not be entitled to vote unless this Agreement specifies otherwise.

“Management Company” means CEDARst Investment Management LLC, an affiliate of the Sponsor Manager, or another Affiliate of the Sponsor Manager that provides investment management or advisory services to the Company, and any successors thereto.

“Manager” has the meaning in the opening paragraph of this Agreement (page 1).

“Manager Group Contribution” has the meaning set forth in Section 4.1 (page 6).

“Meeting” has the meaning set forth in Section 8.2 (page 26).

“Members” means the Manager and the other Members, including the Affiliated Members.

“MMM” has the meaning set forth in Section 20.14.A (page 56).

“Negotiated Promote” means the promote interest or carried interest (each of which may have multiple tiers) allocable to the Company as negotiated with third-party joint venture partners and distributable to the Company from Subsidiaries, property owners, and/or project entities. Profits above the negotiated hurdle rate(s) will be distributed to the Company as a promote interest. Any such promote or carried interest payable to the Company (directly or indirectly through Subsidiaries) shall be distributed to the Members pursuant to 9.2.

“Non-Insider Indemnitee” has the meaning set forth in Section 15.4.A (page 43).

“non-Managers” means any Member other than the Managers.

“Operational Expenses” means all operating expenses of the Company, including the following:

(a) out-of-pocket investment costs, such as brokerage commissions and finders’ fees and transfer taxes;

(b) all expenses of the Company relating to investigating, acquiring, owning, financing, marketing, operating, managing, constructing, rehabilitating, insuring, repairing, renovating, leasing, remediating, monitoring, zoning, advertising, valuing, appraising and

disposing of Investments (including reasonable travel and other out-of-pocket expenses, regardless of whether the potential investment is acquired);

(c) fees and disbursements relating to any audit and accounting or bookkeeping or tax services with respect to, the books and records of the Company including, without limitation, the preparation of the periodic reports required to be delivered pursuant to Section 13, tax advice, tax projections, tax returns and K-1's, the costs of verifying Distributions, models, valuations and tax allocations;

(d) any sales, property or other taxes, fees or government charges which may be assessed against the Company;

(e) fees and disbursements of attorneys, consultants, accountants, tax advisors, bookkeepers, administrators, third-party appraisers, other costs of valuation, third-party due diligence, third-party research services, and other professionals (including legal fees in connection with any legal opinions required to be delivered by or on behalf of the Company);

(f) interest expense on borrowings permitted by the terms of this Agreement and all expenses incurred in negotiating, entering into, effecting, maintaining, varying and terminating any borrowing or guarantee permitted to be incurred by this Agreement;

(g) controversy and controversy settlement costs relating to the Company or any Subsidiary, including all costs and expenses of any threatened or actual litigation or arbitration involving the Company, a Subsidiary, the Managers (in their capacity as such), or any other Affiliate of the Managers, and the amount of any judgment or settlement paid in connection therewith, including indemnification expenses and reimbursement of the Indemnitees to the extent permitted by this Agreement in Sections 15.3, 15.4, and 15.7 (pages 41, 42, and 45), excluding however the costs and expenses of any litigation, arbitration, judgment or settlement with respect to which a Company Indemnatee is not entitled to indemnity pursuant to Sections 15.3, 15.4, and 15.7;

(h) expenses of members of the Investor Advisory Committee incurred in attending meetings thereof or in performing their duties on such committees;

(i) all insurance premiums, finance charges, any fees and costs of brokers, agents, attorneys and advisors, and third-party charges for risk management services or similar expenses incurred by the Company or the Managers (in their capacity as such);

(j) the cost of maintaining records and books of account in relation to the business of the Company referred to in Section 13.1 (page 33);

(k) all costs and expenses incurred in relation to obtaining waivers, Consents or approvals pursuant to this Agreement and all reasonable costs and expenses of, and/or incidental to, the preparation of amendments to this Agreement pursuant to Section 18 (page 48);

(l) all costs and expenses of, and/or incidental to, the preparation and dispatch to the Members of all checks, reports, circulars, communications, forms and notices and any other documents necessary or desirable in connection with the business and administration of the Company, including the cost of all insurance of the Company in connection therewith;

(m) all costs and expenses incurred as a result of termination of the Company and the Distribution, realization or disposal of Investments pursuant thereto;

(n) all expenses incurred in connection with Meetings of the Members of the Company;

(o) all expenses incurred in relation to maintaining custody of any and all Company documents that the Managers deem appropriate in connection with the business activities of the Company (including bank charges, insurance of documents of title against loss in shipment, transit or otherwise), and charges by the Managers (in their capacity as such) for document retention;

(p) all expenses incurred in connection with the valuation of the Investments and assets of the Company;

(q) all property management and servicing fees and expenses relating to Investments, which will be provided at competitive market rates, and may be provided by an Affiliate of the Company or an Affiliate of the Managers;

(r) costs of forming and investing in joint ventures and co-investment relationships;

(s) costs incurred by the Managers (in their capacity as such) for any visits to Members;

(t) expenses relating to the origination, underwriting, closing, servicing, liquidation, and brokerage of Investments, whether incurred by a third party, the Managers or any Affiliate of the Managers, software systems and services, broker fees, sales commissions, and servicing and sub-servicing expenses;

(u) Investment level hedging, environmental and other third-party services; and

(v) all other costs incurred in connection with the administration of the Company, including costs of technology (including information technology) installed, obtained or upgraded for Company purposes, mailings, courier fees, and other costs that may be authorized by this Agreement or approved by a Majority in Interest of the Members or the Investor Advisory Committee.

“Opinion of Counsel” means an opinion in writing and in form and substance reasonably satisfactory to the Managers, signed by legal counsel chosen by the Managers.

“Organization and Offering Expenses” means all expenses incurred (before, on, or after the date hereof) in connection with forming and establishing the Company or any Entity formed in connection with the Company’s sale of Equity Interests, including fees of attorneys of such Entity or its sponsor for preparing organizational documents and related agreements and resolutions; fees of attorneys of the Company, the Manager, any Parallel Investment Vehicles, any Alternative Investment Vehicles, any Co-Investment Venture, and their Affiliates; reasonable travel expenses; printing expenses; all filing fees and expenses; any associated taxes and fees; accountants’ fees and costs related to the formation of the Company; advisory fees, including any fees paid to a financial advisor in connection with the formation of the Company; out-of-pocket expenses of any financial advisors; charges of escrow holders, depositaries and experts; and expenses of complying with the registration, qualification, or exemption requirements under Federal Securities Laws and their state counterparts, and the costs related to the consummation of the Initial Closing and any subsequent Closings. For the sake of clarity (and consistent with Section 6.4.B), costs associated with the formation of Subsidiaries will be allocated as part of the acquisition costs associated with acquiring Permitted Investments.

“Original Agreement” has the meaning set forth in the Recitals (page 1).

“Parallel Investment Vehicle Agreement” means the limited partnership agreement, limited liability company agreement, declaration of trust, or other governing document of a Parallel Investment Vehicle.

“Parallel Investment Vehicles” has the meaning set forth in Section 5.2.M (page 13).

“Partner Nonrecourse Debt Minimum Gain” has the meaning given to it in Treasury Regulations Section 1.704-2(i)(3).

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

“Partnership Minimum Gain” has the meaning given to it in Treasury Regulations Sections 1.704-2(d) and 1.704-2(g).

“Partnership Representative” has the meaning set forth in Section 5.5.A (page 16).

“Payment Date” has the meaning set forth in Section 15.6.A (page 44).

“Percentage Interest” means, with respect to each Member, such Member’s Capital Contributions over the aggregate Capital Contributions, as such percentage may be adjusted pursuant to the terms of this Agreement.

“Permitted Investment” has the meaning set forth in Section 5.6.B(1)(a) (page 18).

“Permitted Purposes” has the meaning set forth in Section 20.9.B (page 53).

“Permitted Transferee” shall mean, with respect to a Member seeking to Transfer its Interest, (a) a trust established for the benefit of such Member and/or his or her immediate family

for bona fide estate planning purposes, or (b) an Affiliate of such Member in connection with the restructuring of such Member; *provided*, that in each of clauses (a) and (b), such Member retains control of and the right to vote such Interest.

“Person” means any individual or Entity.

“PIV Terms” has the meaning set forth in Section 5.2.M (page 13).

“Plan Asset Regulations” means the U.S. Department of Labor plan asset regulations, 29 C.F.R. §2510.3 101 et seq., as amended.

“Profits” or “Losses” means, for each Fiscal Year or other period, except as provided herein, the net profit or net loss of the Company for “book,” or Capital Account, purposes pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv). Without limiting the generality of the preceding sentence, “Profits” or “Losses” means the taxable income or loss of the Company, or particular items thereof, determined in accordance with the accounting method used by the Company for United States federal income tax purposes (which shall be the modified tax basis method unless otherwise required by law), with the following adjustments:

(a) all items of income, gain, loss or deduction allocated other than pursuant to Section 10.3 shall not be taken into account in computing such taxable income or loss (however, the amount of such items available for allocation shall be determined by applying rules analogous to the rules set out in clauses (b) through (e) below);

(b) any income of the Company that is exempt from United States federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss;

(c) if the Gross Asset Value of any asset differs from its adjusted tax basis for United States federal income tax purposes, then any gain or loss resulting from a disposition of such asset shall be calculated with reference to such Gross Asset Value;

(d) upon an adjustment to the Gross Asset Value of any asset (other than an adjustment in respect of depreciation, amortization or other cost recovery deductions) pursuant to the definition of Gross Asset Value, the amount of the adjustment shall be included as gain or loss in computing Profits and Losses; and

(e) if the Gross Asset Value of any asset differs from its adjusted tax basis for United States federal income tax purposes, then the amount of the depreciation, amortization or cost recovery deduction with respect to such asset for purposes of determining Profits or Losses shall be an amount that bears the same ratio to such Gross Asset Value as the United States federal income tax depreciation, amortization or other cost recovery deduction bears to such adjusted tax basis; *provided that* if the United States federal income tax depreciation, amortization or other cost recovery deduction is zero, then the Manager may use any reasonable method for purposes of determining depreciation, amortization or other cost recovery deductions in calculating Profits or Losses.

“Removal” has the meaning set forth in Section 16.1 (page 45).

“Review Year” has the meaning set forth in Section 5.5.C (page 17).

“Safe Harbor” has the meaning set forth in Section 13.7.A (page 35).

“Safe Harbor Election” has the meaning set forth in Section 13.7.A (page 35).

“Securities Act” means the United States Securities Act of 1933, as amended.

“Short Term Investment Income” means any income (net of expenses and reserves allocated thereto) from any Interim Investments, other than original issue discount, but disregarding Disposition Proceeds and any items of income or expense taken into account in determining such Disposition Proceeds.

“Side Letters” has the meaning set forth in Section 5.2.O (page 14).

“Single Company Assumption” has the meaning set forth in Section 7.4 (page 25).

“Sponsor Manager” has the meaning set forth in the Recitals (page 1).

“Subscription Agreement” means the subscription booklet and the documents contained therein, including the subscription agreement among the Managers, a Member and the Company pursuant to which such Member has subscribed for and purchased Equity Interests in the Company and the investor qualification statement attached to such subscription agreement as completed by such Member prior to the Company’s acceptance of the Member’s subscription.

“Subsidiary” has the meaning set forth in Section 2.4 (page 3).

“Substitute Member” has the meaning set forth in Section 14.4.A (page 40).

“Super-Majority in Interest” means, as of any date of determination, with respect to the Company, the holders of more than 75.0% of the Equity Interests (determined in accordance with Section 8.1.B); *provided that* in computing “Super-Majority in Interest” for the Company, the Interests held by all Defaulting Members, if any, shall not be entitled to vote unless this Agreement specifies otherwise.

“Target Assets” has the meaning set forth in Section 5.6.B(1)(b) (page 18).

“Target Balance” means, with respect to any Member as of the close of any period for which allocations are made under Section 10, the amount such Member would receive (or be required to contribute) in a hypothetical liquidation of the Company as of the close of such period, assuming for purposes of such hypothetical liquidation:

(a) a sale of all of the assets of the Company at prices equal to their then Gross Asset Values (taking into account only those revaluations of Gross Asset Values actually made by the Manager prior to such hypothetical sale); and

(b) the Distribution of the net proceeds thereof to the Members pursuant to Section 9.2 (page 27) (after the payment of all actual Company indebtedness, and any other liabilities related to the Company's operations and assets, limited, in the case of nonrecourse liabilities, to the collateral securing or otherwise available to satisfy such liabilities).

"Target Market" has the meaning set forth in Section 5.6.B(1)(c) (page 18).

"Tax Distribution" has the meaning set forth in Section 9.5 (page 28).

"Tax Liability" has the meaning set forth in Section 9.5 (page 28).

"Term" has the meaning set forth in Section 2.2 (page 3).

"Transfer" means any sale, exchange, transfer (including any mortgage, hypothecation or pledge), assignment or other disposition.

"Treasury Regulations" means the regulations promulgated by the U.S. Department of the Treasury under the Code, as amended.

"UBTI" means "unrelated business taxable income," as such term is used in Code Sections 511 through 514.

"Uniform Commercial Code" or **"UCC"** means the Uniform Commercial Code as in effect in the State of Delaware (6 Del. C. § 8-101, et seq.)

"Unilateral Amendments" has the meaning set forth in Section 18.2 (page 49).

"Withdrawal" means the termination of a Member's status as a Member.

"Withholding Payment" has the meaning set forth in Section 9.9.A (page 28).

Attachment B

Capital Accounts; Allocations

The Capital Account and tax and book allocations of the Company among the Members are contained in this **Attachment B**. References to Section 10 of the Agreement to which this **Attachment B** is attached shall be deemed to refer to this **Attachment B**, and other Section references used in this **Attachment B** refer to Sections of the Agreement. Capitalized terms that are used in this **Attachment B** and not otherwise defined herein shall have the meanings set forth in **Attachment A** to the Agreement. The provisions below are intended to be read as a part of Section 10 of the Agreement (and are numbered accordingly).

10.1. Capital Accounts.

A. A separate Capital Account will be established and maintained for each Member. Any references in this Agreement to the Capital Account of a Member refer to such Capital Account as the same may be credited or debited from time to time as set forth in this Section 10.

B. The Capital Account of each Member will be computed separately with respect to each Member. The Capital Account of each Member will be credited with such Member's Capital Contributions (including Capital Contributions to the equity of the Company and Capital Contributions used to pay Asset Management Fees) and will be credited or debited pursuant to Section 10.1.C.

C. The Capital Account of each Member will be maintained in accordance with the rules of Code Section 704(b) and the Treasury Regulations (including Section 1.704-1(b)(2)(iv) thereof) thereunder (with no double counting of items taken into account in determining Profits or Losses). In general, a Member's Capital Account will be increased by (i) the amount of money and the Gross Asset Value of property (net of liabilities secured by such contributed property that the Company is considered to assume or to take subject to under Code Section 752) contributed to the Company by the Member, and (ii) allocations to the Member of Profits and any items of income or gain that are specially allocated pursuant to Section 10.4, and decreased by (x) the amount of money distributed to the Member by the Company, (y) the Gross Asset Value of property distributed to the Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Code Section 752) and (z) allocations to the Member of Losses and any items of expense or loss that are specially allocated pursuant to Section 10.4. The foregoing provisions relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Sections 1.704-1 and 1.704-2 and shall be applied in a manner consistent with such Treasury Regulations.

10.2. **Advances.** If any Member advances any funds to the Company, or transfers property to the Company valued at an amount in excess of its then required Capital Contributions, the amount of such advance will neither increase such Member's Capital Account nor entitle such Member to any increase in its share of the Distributions of the Company. The amount of any such advance or transfer will be a debt obligation of the Company in accordance with Section 5.2.A or

5.2.L, as the case may be. No Person who makes any loan to the Company will have or acquire, as a result of making such loan, any direct or indirect interest in the profits, capital, or property of the Company, other than as a creditor.

10.3. **Allocations of Profits and Losses.**

A. After application of Section 10.4 and Section 13.7.C, and subject to the other provisions of this Section 10, any remaining Profits or Losses for the taxable year (or items thereof) will be allocated among the Members in such ratio or ratios as may be required to cause the balances of the Members' respective Economic Capital Accounts to be as nearly equal to their respective Target Balances as possible, consistent with compliance with Code Section 704(b).

B. The Members intend that the provisions of Section 10.3 through 10.6 and Section 13.7.C (the "**Allocation Provisions**") will produce final Capital Account balances of the Members that are identical to the Distributions that the Members would receive if liquidating Distributions were required to be made to the Members under the order of priorities set forth in Section 9.2 (instead of in accordance with the Members' final positive Capital Accounts under Section 17.2.B). To the extent that the Allocation Provisions would fail to produce such final Capital Account balances as of the close of any taxable year of the Company (based on the assumptions that (i) all assets still owned by the Company and its Subsidiaries at the close of such year, other than interests in each other, are sold at such time for their Gross Asset Values, and (ii) all proceeds were distributed in liquidation of the Company), Profits and Losses of the Company for the current taxable year and future taxable years (or items of gross income and deduction of the Company for such years) will be reallocated by the Manager among the Members as necessary to produce such result (or, to the extent it is not possible to achieve such result with allocations of items of income (including gross income) and deduction for the current year and future years, for prior open taxable years) as determined by the Manager in good faith. The Manager has the power to amend this Agreement, as it considers advisable in good faith after consulting with counsel, to produce the results described above.

10.4. **Special Allocations.** The following special allocations will be made, to the extent applicable, in the order prescribed by Treasury Regulations Section 1.704, and will be interpreted in a manner consistent therewith:

A. Qualified Income Offset. If any Member receives any adjustments, allocations or distributions described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain (including gross income) will be specially allocated to each such Member in a manner and amount sufficient to eliminate, to the extent required by such Treasury Regulations, the Adjusted Capital Account Deficit of the Member created by such adjustments, allocations or distributions as quickly as possible. The foregoing provision is intended to comply with Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and will be interpreted and applied in a manner consistent with such Treasury Regulations.

B. Gross Income Allocation. If any Member has an Adjusted Capital Account Deficit at the end of any Fiscal Year, each such Member will be specially allocated items of Company income and gain in the amount of such Adjusted Capital Account Deficit as quickly as possible, provided that an allocation pursuant to this Section 10.4.B will be made only if and to

the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 10 had been made as if Section 10.4.A and 10.4.B were not included in this Agreement. The parties hereto acknowledge that all of the relevant facts and circumstances, and all available information as of the date of the adoption of this Agreement, indicate that it is unlikely that such an allocation will be made pursuant to this provision during the existence of the Company.

C. Minimum Gain Chargeback. If there is a net decrease in Partnership Minimum Gain or Partner Nonrecourse Debt Minimum Gain (determined in accordance with the principles of Treasury Regulations Sections 1.704-2(d) and 1.704-2(i)) during any Company taxable year, then items of income and gain for such year (and, if necessary, for subsequent periods) will be allocated to the Members in the manner and to the extent required by Treasury Regulations Section 1.704-2(f) and 1.704-2(i) (subject to the exceptions to this requirement described therein). This clause is intended to constitute a “minimum gain chargeback” as provided by Treasury Regulations Section 1.704-2(f), and this clause shall be construed accordingly.

D. Partner Nonrecourse Debt Minimum Gain. Notwithstanding any other provisions of this Agreement, to the extent required by Treasury Regulations Section 1.704-2(i), any items of income, gain, loss, or deduction of the Company that are attributable to a nonrecourse debt of the Company that constitutes “partner nonrecourse debt” as defined in Treasury Regulations Section 1.704-2(b)(4) (including chargebacks of partner nonrecourse debt minimum gain) will be allocated in accordance with the provisions of Treasury Regulations Section 1.704-2(i). This Section 10.4.D is intended to satisfy the requirements of Treasury Regulations Section 1.704-2(i) (including the partner nonrecourse debt minimum gain chargeback requirements) and shall be interpreted and applied in a manner consistent therewith.

E. Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions will be specially allocated to the Member who bears the economic risk of loss with respect to the associated partner nonrecourse debt (as defined in Treasury Regulations Section 1.704-2(b)(4)) to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i)(1).

F. Nonrecourse Deductions. Nonrecourse deductions will be allocated among the Members in proportion to their respective Percentage Interests.

G. Company Expenses. All Company Expenses shall be allocated to the Members in proportion to their respective Percentage Interests; *provided, however*, that Asset Management Fees shall be allocated in accordance with the amount of such fees payable by each Member pursuant to Section 6.2.A.

10.5. Allocation Rules.

A. If during any taxable year there is a relative change among the respective Percentage Interests, then the Profits, Losses and to the extent necessary, individual items of income, gain, loss or deduction of the Company for such taxable year will be allocated for the period and according to the varying interests of the Members pursuant to any reasonable method

selected by the Manager in good faith (including an interim closing of the Company's books) and determined to be permitted under Code Section 706.

B. For purposes of determining the Profits, Losses and individual items of income, gain, loss and deduction allocable to any period, Profits, Losses and any such other items shall 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.

C. Except as otherwise provided in this Agreement, all individual items of Company income, gain, loss and deduction shall be divided among the Members in the same proportions as they share Profits and Losses for the Fiscal Year or other period in question.

10.6. Tax Allocations.

A. Except as otherwise provided in this Section 10.6, the taxable income or loss of the Company (and items thereof) will be allocated among the Members in the same manner as the corresponding items of Profits, Losses and separate items of income, gain, loss and deduction (excluding items for which there are no related tax items) are allocated among the Members for Capital Account purposes; provided, that in the case of any Company asset whose Gross Asset Value differs from its adjusted tax basis for United States federal income tax purposes, income, gain, loss and deduction with respect to such asset will be allocated solely for income tax purposes in accordance with the principles of Code Section 704(c) (in any manner determined by the Manager that constitutes a "reasonable method" under the Treasury Regulations thereunder) so as to take account of the difference between the Gross Asset Value and the adjusted tax basis of such asset.

B. Any elections or other decisions relating to allocations for tax purposes under this Section 10, including the selection of any allocation method permitted under Treasury Regulations Section 1.704-3, will be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement.

C. The Members are aware of the income tax consequences of the allocations made by this Section 10 and hereby agree to be bound by the provisions of this Section 10 in reporting their shares of Company income and loss for income tax purposes.

10.7. UBTI. Tax-exempt investors may have Unrelated Business Taxable Income ("UBTI") (generally subject to tax at corporate rates). Investments may have UBTI from sources such as parking revenue and other investments that the Manager determines to cause the Company to acquire may be the type that generate primarily UBTI (such as inventory-type property). The Manager will not be liable for the recognition of any UBTI by a Member with respect to an investment in the Company, and potential tax-exempt investors hereby Consent to some or all of their profits from the Company constituting UBTI.

APPENDIX C

Subscription Documents

[See attached.]

SUBSCRIPTION COMPLETION PACKAGE

CEDARst Dev Fund Shareholder, LLC

A Delaware limited liability company (the “Company”)

MAXIMUM OFFERING SIZE: \$50,000,000

Minimum Investment: \$50,000

**Total Subscription
Amount (\$):**

Print **FULL** Name (Investor/Authorized Signor)

Print **FULL** Name of Joint Investor (if applicable)

SSN or Tax ID Number

SSN of Joint Investor (if applicable)

Date of Birth (mm/dd/yyyy)

Date of Birth of Joint Investor (if applicable)

BROKER-DEALER USE ONLY

Registered Rep Name: _____ Broker-Dealer/RIA Name: _____

Registered Rep Signature: _____ Principal Signature: _____

Date Registered Rep Signed: _____ Date Principal Signed: _____

Exact Name(s) in which the investment should be registered:

(e.g., Fred Jones, Fred & Mary Jones Joint Tenants, Jones Industries, LLC, The Fred Jones Revocable Trust):

If registration will be in joint, trust, or entity name, see p. 3 for list of additional documentation required.

By completing, signing and submitting this Subscription Completion Package, you ("**Subscriber**") agree that you have been given an opportunity to (a) review the material documents related to the offering, including but not limited to the Confidential Private Placement Memorandum dated as of February 6, 2024 (the "**Memorandum**"), the limited liability company agreement of the Company (the "**Company Agreement**"), the Subscription Agreement and this Subscription Completion Package (collectively, the "**Transaction Documents**") and to ask questions of and receive answers from management of the Company concerning the terms and conditions of the offering, and (b) obtain any additional information, to the extent the Company possesses such information or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the Transaction Documents. Unless otherwise noted, capitalized terms herein shall have the same meaning as stated in Transaction Documents.

You further attest that the information you provide in this Subscription Completion Package is true and accurate and may be relied upon by the Company, its affiliates, and the broker-dealer; you agree to be bound by the Legal/Disclosure clause stated in the Transaction Documents.

IN WITNESS WHEREOF, the undersigned, by executing this Subscription Completion Package, adopts, accepts, and agrees to be bound by all of its terms of the Transaction Documents as of the date written below.

Signature (or Authorized Signor, if entity)

Signature of Joint Owner (if applicable)

Date Signed (mm-dd-yyyy)

Date Signed – Joint Investor (if applicable)

IF YOU ARE REGISTERING THIS INVESTMENT IN JOINT NAME, TRUST NAME, OR ENTITY NAME, ADDITIONAL DOCUMENTATION MAY BE REQUIRED IN ORDER TO COMPLETE YOUR SUBSCRIPTION. SEE TABLE BELOW FOR LIST OF REQUIRED DOCUMENTS(S). Additional documentation, if required by your registration type, should be scanned and sent to: CedarSTsupport@phxa.com

Investor Type	Additional Documentation Required
Trusts	➤ Complete a Beneficial Ownership Form (attached); <i>and</i> ➤ Provide a copy of the valid driver's license of all grantors and/or trustees.
Corporation	➤ Complete a Beneficial Ownership Form (attached); ➤ Provide a copy of the valid driver's license of authorized signatory; ➤ Provide a copy of the Corporate Resolution, which must include statement as to who is authorized to sign this Subscription Completion Package and make this investment; <i>and</i> ➤ Provide a copy of the Certificate of Incorporation (or comparable document) filed with the corporation's respective Secretary of State.
LLC or LP	➤ Complete a Beneficial Ownership Form (attached); ➤ If a single member entity that files taxes under your SSN, attach a copy of your valid driver's license; ➤ If the entity files under a Tax ID number, provide (i) a copy of the valid driver's license and (ii) the social security number of each member that owns 25% or more of the entity and/or any person that exercises significant management or executive control of the entity; <i>and</i> ➤ Provide a copy of the operating agreement, corporate resolution, or selected pages of the operating agreement showing (i) that the entity is permitted to make this investment, and (ii) that the signatory listed herein has all the necessary powers to make the investment on behalf of other owners, if any; <i>and</i> ➤ Provide a copy of the Certificate of Formation (or comparable document) filed with the entity's respective Secretary of State.
Joint Name	Submit a copy of the valid driver's license of each joint owner.

GENERAL ELIGIBILITY REPRESENTATIONS

CEDARst Dev Fund Shareholder, LLC

a Delaware limited liability company

Select the legal form of ownership for how this investment will be registered (select one):

☐

Individual/Joint

☐

Revocable or Irrevocable
Trust

☐

Organization/Entity (LLC,
LP, Corporation)

*This investment is only appropriate for investors that meet certain suitability criteria and it may be restricted to investors who are “Accredited Investors,” as that term is defined in Rule 501(a) of Regulation D, promulgated under the Securities Act of 1933, as amended (the “**Securities Act**”). Below are selected categories of the “Accredited Investor” definition under the SEC Rule 501 of Regulation D. Please select the box next to the category that best applies to you at this time.*

For individual, joint, and trust investors, check at least ONE applicable category:

☐	(a) A natural person whose individual net worth , or joint net worth with that person’s spouse or spousal equivalent ¹ , at the time of this purchase exceeds \$1,000,000, excluding the value of your primary residence.
☐	(b) A natural person who had an individual income in excess of \$200,000 in each of the two most recent years, or joint income with your spouse or spousal equivalent ² in excess of \$300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year.
☐	(c) A natural person holding in good standing one or more professional certifications or designations, which at this time the SEC has limited to FINRA Series 7, Series 82 or Series 65 licenses.
☐	(d) A director, executive officer, or general partner of the Company, or any director, executive officer, or general partner of a general partner of the Company.
☐	(e) A knowledgeable employee, as defined in Rule 3c-5(a)(4) under the Investment Company Act, of the Company if the Company is a 3(c)(1) or 3(c)(7) private fund.
☐	(f) A natural person who is a family client (as defined in rule 202(a)(11)(G)-1 of the Investment Advisers Act) of a Family Office (defined below).

¹ “Spousal equivalent” is defined as any cohabitant occupying a relationship generally equivalent to that of a spouse. Note that the investment does not have to been registered in joint name, even if relying on joint net worth or joint net income to meet the general eligibility criteria.

² *Ibid.*

	(g) A trust , with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person (as defined under Rule 506(b)(2)(ii).
	(h) A revocable trust that may be revoked by the grantor at any time and whose grantors are all Accredited Investors.
	(i) A trust in which the trustee, or co-trustee, is a bank, insurance company, registered investment company, business development company, or small investment company.

For entity investors (LLC, LP or corporation and selected other entities), check ONE applicable category:

	(j) An entity in which all of its stockholders, members, partners or beneficiaries meet at least one of the conditions set forth under (a) through (f), above.
	(k) An entity with at least \$5 million in assets, ³ or that own investments ⁴ in excess of \$5 million, that was not formed for the specific purpose of investment in the securities offered.
	(l) A plan that is 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, and has total assets in excess of \$5,000,000.
	(m) An organization described in Section 501(c)(3) of the Code, not formed for the specific purpose of acquiring the Interests, with total assets in excess of \$5,000,000.
	(n) An investment company registered under the Investment Company Act.
	(o) A business development company (as defined in Section 2(a)(48) of the Investment Company Act).
	(p) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended (the " Investment Advisers Act ").
	(q) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) of the Small Business Investment Act of 1958, as amended.
	(r) 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 regard to this investment in its individual or a fiduciary capacity.
	(s) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the " Exchange Act ").

³ Includes limited liability companies, limited partnerships, corporations, business trusts (such as Massachusetts business trust) or partnerships. Also includes family office or family client (as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940).

⁴ Applies to Indian tribes, governmental bodies, and certain foreign entities.

	(t) An insurance company as defined in Section 2(a)(13) of the Securities Act.
	(u) A Rural Business Investment Company, as defined in Section 384A of the Consolidated Farm and Rural Development Act.
	(v) An investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 or pursuant to the laws of a state, or relying on the registration exemption under Sections 203(l) or (m) of the Investment Advisers Act of 1940,
	(w) A family office (as defined in rule 202(a)(11)(G)-1 of the Investment Advisers Act) with total assets in excess of \$5,000,000 under management, not formed for the specific purpose of acquiring Interests, whose purchase of the Interests is directed by a sophisticated person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of the prospective investment (such family office, a <u>“Family Office”</u>).
	(x) A family client (as defined in rule 202(a)(11)(G)-1 of the Investment Advisers Act) of a Family Office (defined above), whose purchase of the Interest is directed by such Family Office.
	(y) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 (<u>“ERISA”</u>) where the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or an employee benefit plan which has total assets in excess of \$5,000,000.
	(z) Other, describe:

In addition to the foregoing, such entity represents and warrants that it meets the requirements of the initiated category:

_____ The entity is purchasing the Interests with funds that constitute, directly or indirectly, the assets of a Benefit Plan Investor⁵. The entity hereby represents and warrants that its investment in the Trust: (i) does not violate and is not otherwise inconsistent with the terms of any legal document constituting or governing the employee benefit plan; (ii) has been duly authorized and approved by all necessary parties; and (iii) is in compliance with all applicable laws; or

⁵ The term “Benefit Plan Investor” means a benefit plan investor within the meaning of U.S. Department of labor Regulation 29 C.F.R. Section 2510.3-101, which includes (i) any employee benefit plan (as defined in Section 3(3) of ERISA), whether or not such plan is subject to Title I of ERISA (which includes both U.S. and Non-U.S. plans, plans of governmental entities as well as private employers, church plans and certain assets held in connection with nonqualified deferred compensation plans); (ii) any plan described in Code Section 4975(e)(1) (which includes a trust described in Code Section 401(a) which forms a part of a plan, which trust or plan is exempt from tax under Code Section 501(a), a plan described in Code Section 403(a), an individual retirement account described in Code Sections 408(a) or 408A, an individual retirement annuity described in Code Section 408(b), a medical savings account described in Code Section 220(d), and an education individual retirement account described in Code Section 530); and (iii) any entity whose underlying assets include plan assets by reason of a plan’s investment in the entity (generally because 25% or more of a class of interests in the entity is owned by plans). Benefit Plan Investors also include that portion of any insurance company’s general account assets that are considered “plan assets” and the assets of any insurance company separate account or bank common or collective trust in which plans invest. 100% of an Investor’s Interests whose underlying assets including “plan assets,” such as a fund investor, shall be treated as “plan assets” by the Trustees for purposes of meeting an exemption under the Department of Labor regulation.

_____The entity is not purchasing the Interests with funds that constitute, directly or indirectly, the assets of a
“Benefit Plan Investor.”

INVESTOR QUESTIONNAIRE

CEDARst Dev Fund Shareholder, LLC

a Delaware limited liability company

Arkadios Capital, LLC is the managing broker-dealer or participating selling dealer in this securities transaction. If we have made a recommendation to you regarding this investment, we are required by regulatory authorities to have a reasonable basis to believe that this security is suitable for you, based on your investment profile – as provided by you, through completion of this Investor Questionnaire and the Transaction Documents. Pursuant to our privacy policy, this information will be kept confidential, subject to certain allowable exceptions and provided that this information will be shared with the Company and/or the manager of the Company. Please contact us to obtain a copy of our privacy policy. Regardless of whether or not we have made a recommendation to you regarding this investment, Arkadios Capital, LLC is required to verify your identity pursuant to Section 326 of the USA PATRIOT Act.

If you are a retail investor and we have made a recommendation to you regarding this investment, under SEC Regulation Best Interest (“**Reg BI**”), Arkadios Capital, LLC and our registered representatives are required to act in your best interest and not put our interest ahead of yours. As part of Reg BI, we have provided you with a copy of our Form CRS (Client Relationship Summary) which contains important information about our services, fees paid to us, conflicts of interest, standards of service, and background of our firm. If you require an additional copy of our Form CRS, contact us at mbd@arkadios.com or 404-445-0035. It is also available on our website at www.arkadios.com or via FINRA BrokerCheck at www.brokercheck.finra.org.

IMPORTANT INFORMATION ABOUT PRIVATE PLACEMENT PURCHASE PROCEDURES - To help the government fight the funding of terrorism and money laundering activities and to adhere to requirements of Section 326 of the USA PATRIOT Act, federal law requires all financial organizations to obtain, verify, and record information that identifies each person who completes this Investor Questionnaire. What this means for you: When you complete this form and accompanying subscription documents, we will ask for your name, address, date of birth, and other information that will allow us to identify you. The information you provide will be used to verify your identity by using internal sources and third-party vendors.

Print **FULL** Name (Investor/Authorized Signor)

Print **FULL** Name of Joint Investor (if applicable)

SSN or Tax ID Number

SSN of Joint Investor (if applicable)

Date of Birth (mm/dd/yyyy)

Date of Birth of Joint Investor (if applicable)

INVESTOR BACKGROUND INFORMATION

1. **Legal Residential** Address (cannot be a P.O. Box; entity subscribers should provide Business Address):

Investor Legal Street Address

Suite/Apt

City

State

Zip

Indicate how many years you have resided at the above legal address: _____ Years (mark N/A if you are investing as an entity and provided a business address, above)

Provide your driver's license number: _____

2. Alternate Address (**preferred mailing address, if other than your legal address**):

Investor **Alternate** Street Address

Suite/Apt

City

State

Zip

3. Home/Mobile Telephone: _____

Home E-Mail Address: _____

4. Business Telephone: _____

Business E-Mail Address: _____

EMPLOYMENT INFORMATION

| *Are you currently:* ☐ Employed ☐ Self-Employed ☐ Not Employed ☐ Retired

☐ Other: _____

Job Title

Occupation (or previous occupation, if retired or not employed)

Employer

Years with this Employer

If you are **not** currently employed or if you are retired, please provide source of annual income (check all that apply):

☐ Social Security ☐ Investments ☐ Inheritance ☐ Pension/Retirement Funds ☐ Spouse's Income.⁶

☐ Other: _____

INVESTMENT OBJECTIVES/ACKNOWLEDGMENTS

The source of funds for this investment includes (select all that apply):

☐ Sale of Business ☐ 1031 Exchange ☐ Cash/Current Income

☐ Other: _____

With regard to this investment, and in addition to the statements and representations made elsewhere in this Subscription Completion Package, please read the following and initial below, to signify your understanding of this product.

- **INVESTMENT OBJECTIVE** – I/we acknowledge that the Company seeks to raise capital for the purpose of making equity investments in a portfolio of commercial real estate projects in certain designated target markets throughout the United States. I/we understand that this investment is speculative, and it may decrease in value or lose all value over time. The Subscriber acknowledges it has received and read the tax disclosures in the Memorandum. No statement, printed material or other information that is contrary to the information contained in the Memorandum has been given or made by or on behalf of the Company to the Subscriber.
- **RISK TOLERANCE** - I/we understand that in accordance with the Investment Objective described above, my/our expectation of income or return of this capital investment is consistent with those stated in the Memorandum, and I/we understand that any potential income tax deduction or benefit expected to be associated with this investment is at risk of substantial or complete loss.
- **LIQUIDITY NEEDS** - I/we understand that in accordance with the Investment Objective described above, I/we have no expectation of any liquidity in this investment and that recovery of my/our investment may be possible only through distributions of income, gains, and potential income tax deductions or benefits as described in the Memorandum and/or other offering documents that have been provided to me. I am able to bear the economic risk of this investment (this investment could be restricted as to assignability and there is no public market). I/we recognize that this investment carries certain risk and could be considered a speculative venture.
- **AUDIT RISK** - I/we understand that participation in this Offering will enhance my/our chances of being audited by the IRS and that I/we have read and understand those risks as outlined in the Transaction Documents and have discussed such risks, as appropriate, with my investment advisor, my accountant, and my attorney.
- **INVESTMENT TIME HORIZON** - I/we understand that this investment does not fit traditional definitions of investment time horizon.

⁶ Or "Spousal equivalent" – as defined as any cohabitant occupying a relationship generally equivalent to that of a spouse.

- **FEES** – I/we understand that if I/we have been referred to Arkadios Capital, LLC or another participating broker-dealer or by a non-registered third-party (such as my CPA), that Arkadios Capital, LLC and the other participating party may be compensated with a portion of the proceeds of my investment. This fee, if paid, does not increase the cost of my investment.

By initialing above, I acknowledge that I have read and understand the Acknowledgements listed above.

FINANCIAL INFORMATION AND INVESTMENT EXPERIENCE

In the event of disability or emergency, do you have enough insurance and readily-available funds (excluding this investment) to take care of all of your medical, health-related, and living expenses for a period of one year or more?

☐ Yes

☐ No

All figures should be expressed in U.S. Dollars and **should represent your expectation of income and tax bracket in the current year**, along with your estimated net worth at this time. If you qualified as an accredited investor based on joint income with a spouse, please provide combined financial information.

ANNUAL INCOME (from all sources)	NET WORTH (ALL ASSETS, EXCLUDING VALUE OF YOUR PRIMARY RESIDENCE)	FEDERAL TAX BRACKET (highest marginal)
☐ Below \$200,000 ☐ \$200,000 – \$399,999 ☐ \$400,000 – \$999,999 ☐ \$1 to \$5.9 million ☐ \$6 to \$9.9 million ☐ Over \$10 million	☐ Below \$1,000,000 ☐ \$1 million to \$2.9 million ☐ \$3 million to \$4.9 million ☐ \$5 million to \$9.9 million ☐ Over \$10,000,000	☐ 0-25% ☐ More than 25%

How many years of experience do you have in investing in the following type(s) of investments?

	Years of Experience	Estimated total amount invested over the time period you provided
Private Placements (LPs, private funds)		
Stocks		
Bonds		

SENIOR INVESTOR INFORMATION/REPRESENTATIONS

Are you over the age of 60 or retired or within five years of retirement? ☐ Yes ☐ No

Regulators have heightened their scrutiny of suitability issues as they relate to senior investors. The term “senior investor” includes investors who have retired or are nearing retirement and is not necessarily a reference to a specific age. **If you responded “yes” to the above question, please review the representation below and initial, signifying your understanding of the statements.**

- I am purchasing this investment for my own account and I acknowledge that this investment is not liquid. I may not be able to sell this investment and, if I am able to sell my investment, I may receive less than my purchase price.
- I have considered the implications of this investment, should this become part of my estate at my death.
- Regardless of whether I am currently employed or retired, I have adequate sources of income from investments (excluding this investment), pensions, savings, and salary to take care of all of my medical, health-related and living expenses for an extended period, including in the event of disability or emergency.

By initialing above, I acknowledge that I have read and understand the Senior Investor Representations listed above.

AFFILIATIONS

Is any member of your immediate family (family members living in your household) licensed by or registered with FINRA or associated with a broker-dealer? Note - this does not include your financial advisor unless he/she is a member of your immediate family.

☐ Yes ☐ No If yes, provide name of broker-dealer: _____

Are you licensed by or registered with FINRA or associated with a broker-dealer?

☐ Yes ☐ No If yes, you must also provide your CRD number _____

Are you, or a member of your immediate family/household, a director or senior officer or 5% owner of a publicly traded company?

☐ Yes ☐ No If yes, provide name of the company: _____

LEGAL AGREEMENT/IMPORTANT DISCLOSURES

BY SIGNING THIS INVESTOR QUESTIONNAIRE AND ASSOCIATED SUBSCRIPTION COMPLETION DOCUMENTS (IF ANY), YOU AGREE TO SETTLE ANY CONTROVERSY BETWEEN YOU AND ARKADIOS CAPITAL, LLC BEFORE THE FEDERAL COURT OF THE NORTHERN DISTRICT OF GEORGIA (IF YOU ARE NOT A GEORGIA CITIZEN) OR BEFORE THE CIRCUIT COURT OF FULTON COUNTY (IF YOU ARE A GEORGIA CITIZEN) AND YOU WAIVE THE RIGHT TO A JURY TRIAL. THE LAWS OF THE STATE OF GEORGIA SHALL GOVERN.

THIS AGREEMENT CONTAINS A LEGAL/DISCLOSURES CLAUSE.

FINRA BROKER-CHECK. The Financial Industry Regulatory Authority's ("**FINRA**") Broker Check allows the public to obtain current regulatory information about FINRA member firms and financial advisors, including Arkadios Capital, LLC. You can get more information, including an investor brochure that includes information describing FINRA Broker Check, by calling its Broker Check hotline at (800) 289-9999 or by visiting its website at brokercheck.finra.org.

NO GUARANTEED RETURN OF INVESTMENT. These securities are not insured by SIPC or the FDIC or by any government agency. The securities are not obligations of the FDIC or any other government agency. The securities are not deposits or other obligations of a financial institution. The securities are not guaranteed by any financial institution and they are subject to investment risks, including possible loss of the principal invested.

INVESTOR ACKNOWLEDGEMENT

By completing, signing, and submitting this Investor Questionnaire, **I certify that the information provided by me is correct and if any information is left blank or not provided by me, I certify that I am declining to provide it.** I fully understand that my subscription may be delayed or rejected if my Subscription Completion Package is deemed incomplete or inaccurate by the Company and/or the Broker Dealer.

Signature (or Authorized Signor, if entity)

Signature of Joint Investor (if applicable)

Date Signed (mm-dd-yyyy)

Date Signed – Joint Investor (if applicable)

SPOUSAL CONSENT

(For individual investors in community property states; namely, Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin).

I _____, spouse of _____ have read and approved of the foregoing Subscription Agreement. I hereby appoint my spouse as my attorney-in-fact with respect to the exercise of any rights related to the purchase of Interests in CEDARst Dev Fund Shareholder, LLC and agree to be bound by the provisions of the Subscription Agreement, Company Agreement and any other document related to the purchase of such Interests (collectively, the “**Transaction Documents**”) insofar as I may have any rights in said Transaction Documents or any property subject thereto under the community property laws of the State of _____ or similar laws relating to marital property in effect in the state of our residence as of the date of the signing of this Subscription Agreement or the Transaction Documents.

DATED: _____ SIGNATURE: _____

JOINDER AGREEMENT TO LIMITED LIABILITY COMPANY AGREEMENT

CEDARst Dev Fund Shareholder, LLC a Delaware limited liability company

The undersigned is executing and delivering this Joinder Agreement pursuant to the Limited Liability Company Agreement of the Company and dated as stated in the Transaction Documents (as same may hereafter be amended, restated, supplemented or otherwise modified, the “**Company Agreement**”). All capitalized terms used and not defined herein shall have the meaning ascribed to such terms in the Company Agreement.

By executing and delivering this Joinder Agreement, the undersigned hereby agrees to become a party to, be bound by, and comply with the provisions of the Company Agreement in the same manner as if the undersigned were an original signatory to such Company Agreement.

The undersigned agrees that the undersigned shall be a Member of the Company and subject to the terms and conditions thereof contained in the Company Agreement.

Accordingly, the undersigned has executed and delivered this Joinder Agreement as of the date set forth below.

Signature (or Authorized Signor, if entity)

Date

Print Full Name

SSN or Tax ID Number

ADMISSION AND COUNTERSIGNATURE

CEDARst Dev Fund Shareholder, LLC

a Delaware limited liability company

The Subscription Agreement and the Joinder Agreement will be binding upon and enforceable against the Company, and a prospective investor will be admitted as a member of the Company, only when such documents have been approved and countersigned by the manager of the Company. Upon the Manager's acceptance of the Subscription Amount and the Subscriber's subscription for Interests so subscribed, the manager of the Company shall notify the Subscriber of such acceptance as of the date of such notice (the "**Closing Date**").

ACCEPTED AND AGREED TO BY:

CEDARst Dev Fund Shareholder, LLC, a Delaware limited liability company

By: WAM Dev Fund, LLC, a Delaware limited liability company

Its: Manager

By: _____ Date Signed: _____
Name: _____
Title: _____

ELECTRONIC MAIL AUTHORIZATION

CEDARst Dev Fund Shareholder, LLC

a Delaware limited liability company

By signing below and providing an email address, the Subscriber agrees and consents to have the Company and/or its third-party service providers electronically deliver Account Communications (as defined herein). “**Account Communications**” means all current and future account statements; the Transaction Documents (including all supplements and amendments thereto); notices (including privacy notices); letters to members; financial statements; regulatory communications; and other information, documents, **data, and records regarding the Subscriber’s investment in the Company (including K-1s and any and all other tax forms)**. Electronic communication by the Company includes e-mail delivery as well as electronically making available to the Subscriber Account Communications on the Company’s website, if applicable. The Subscriber may revoke or restrict its consent to electronic delivery of Account Communications at any time by notifying the Company, in writing, of his, her, or its intention to do so.

The Company and its affiliates and their respective third-party service providers shall not be liable for any interception of Account Communications. In addition, there are risks, such as system outages, that are associated with electronic delivery. Account Communications are provided to one email address, regardless of how the investment may be registered (e.g., joint/trust/entity ownership).

Signature (or Authorized Signor, if entity)

Date

Print Full Name

Email Address

You may, but are not required to, authorize the Company to copy all future Account Communications to your trusted advisor (CPA, attorney, financial advisor, etc.) by providing contact information for your CPA below. All such Account Communications will be subject to the above terms/conditions.

Print Trusted Advisor Name

Provide Trusted Advisor’s Email Address

SUBSCRIPTION DEPOSIT INSTRUCTIONS

CEDARst Dev Fund Shareholder, LLC

a Delaware limited liability company

Provide the name of the banking institution from which you will wire funds for this investment (e.g., Commerce Bank, Fidelity Investments). This will assist us in matching your funds with your subscription.

INVESTORS ARE URGED TO WIRE FUNDS FROM AN ACCOUNT THAT HAS THE SAME REGISTRATION NAME AS THE REGISTRATION NAME YOU PROVIDED IN THIS SUBSCRIPTION PACKAGE (e.g., if your subscription is registered in the name of “Fred Smith”, please wire funds from a banking/brokerage account of “Fred Smith” and not from an LLC, LP or an individual name other than “Fred Smith”).

If you wire funds for this investment from an account **other** than the registered name on the subscription there will be a processing delay (sometimes up to two days or more) due to the verification process we are required to conduct, under the USA PATRIOT Act during which we may request additional documentation, not limited to identification, operating agreements, corporate resolutions, etc. If we cannot adequately associate the funding with your subscription or verify the identity of the funding source, your subscription will be rejected and funds will be returned to you. **Will you be funding this investment from a bank or brokerage account that is registered in any OTHER name than the registration you have indicated on your Subscription Completion Package?**

☐ Yes ☐ No

If you responded “yes” to the above question, provide the exact name(s) listed on the bank or brokerage account from which you intend to wire the funds in payment of this investment (e.g., Smith Trucking, LLC or Marilyn and Fred Jones JT TEN):

Provide the name as shown on your bank/brokerage statement

Please wire funds per the instructions listed below.

Receiving Bank:	BMO Bank
Receiving Bank Address:	180 Montgomery St., San Francisco, CA 94104
Routing Number:	071000288
Beneficiary Account Name:	PAFS as trustee for CSCP II, LLC
Beneficiary Account Number:	3764032
Swift Code	HATRUS44
Reference:	Wire should reference your name, as subscriber.

Alternatively, please address and send check per the instructions listed below.

Please write out checks to: “CEDARst Dev Fund Shareholder, LLC”

Please mail checks to:

Regular Mail USPS

CEDARst Dev Fund Shareholder, LLC c/o Phoenix American Financial Services, Inc.
Phoenix American Financial Services, Inc.
P.O. Box 2189
San Rafael, CA 94912-2189

Overnight Mail – Fed-Ex, UPS, DHL, etc.

CEDARst Dev Fund Shareholder, LLC c/o Phoenix American Financial Services, Inc.
Phoenix American Financial Services, Inc.
125 E Sir Francis Drake Blvd., Ste 301
Larkspur, CA 94939-1820

INVESTOR RESOURCES

CEDARst Dev Fund Shareholder, LLC

a Delaware limited liability company

IMPORTANT – IF YOU RECEIVE INSTRUCTIONS REGARDING THE ESCROW ACCOUNT NUMBER OR A CHANGE OF ACCOUNT NUMBER OR BANKING INSTITUTION, CONTACT ARKADIOS CAPITAL, LLC AT 404-445-0035 TO CONFIRM THAT SUCH INSTRUCTIONS ARE VALID.

For additional information about the offering or your subscription document, contact:

subscriptions@cedarst.com

For confirmation of receipt of funds by the escrow agent, contact:

CedarSTsupport@phxa.com

The email must include: Your name, the Company name (name of this investment), the amount wired, and the name of the financial institution from which your wire originated.

If you are completing these documents in paper format or if you need to provide supporting information as part of your subscription, please send your completed subscription documents to:

CedarSTsupport@phxa.com

SUBSCRIPTION AGREEMENT

CEDARst Dev Fund Shareholder, LLC a Delaware limited liability company

Limited liability company interests (the “**Interests**”) of CEDARst Dev Fund Shareholder, LLC (the “**Company**”), are only being offered and sold to “accredited investors” as that term is defined under Rule 501(a) of Regulation D, promulgated by the U.S. Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended, 15 U.S.C. § 77a, *et. seq.* (the “**1933 Act**”), without registration under the 1933 Act or the securities laws of any state, in reliance on the exemption contained in Section 4(a)(2) of the 1933 Act, in reliance on Rule 506(b) of Regulation D, and in reliance on similar exemptions under applicable state laws. Under Section 4(a)(2) and Regulation D of the 1933 Act and/or certain state laws, the Company may be required to determine that an individual, or an individual together with a “*purchaser representative*,” or each individual equity owner of an “*investing entity*,” meets certain suitability requirements before issuing securities to such individual or entity. This questionnaire will enable the Company to discharge its responsibilities under federal and state securities laws, and the Company, its management and other investors in Interests of the Company will rely upon the information contained herein. **THE COMPANY WILL NOT ISSUE ANY INTERESTS TO ANY PROSPECTIVE INVESTOR WHO HAS NOT COMPLETED, EXECUTED, AND RETURNED TO THE COMPANY THE SUBSCRIPTION AGREEMENT. IN THE CASE OF AN INVESTOR THAT IS A PARTNERSHIP, TRUST, OR CORPORATION, EACH INTEREST OWNER OF SUCH ENTITY MAY BE REQUIRED TO COMPLETE AND DELIVER TO THE COMPANY A COMPLETED SUBSCRIPTION AGREEMENT.**

Subscription for Interests of the Company.

The undersigned subscriber (the “**Subscriber**”) hereby agrees to purchase from the Company, and upon its acceptance of the enclosed Investor Questionnaire and this Subscription Agreement (this “**Agreement**”), the Company agrees to issue to the Subscriber, the amount of Interests set forth on the cover page of their Subscription Completion Package, along with the applicable subscription price amount to be paid hereunder by the Subscriber for such Interests in the Company.

This investment is made pursuant to this Agreement and the Confidential Private Placement Memorandum of (the “**Memorandum**”), a copy of which has been delivered to the Subscriber.

The Subscriber hereby confirms to the Company and the manager of the Company (the “**Manager**”) that the Subscriber has received and reviewed carefully the Memorandum and other information concerning the Company, the Interests, and related matters, and such other information as the Subscriber, as an experienced and sophisticated investor, or its financial, legal, and other representatives, have deemed appropriate (all collectively, including, but not limited to, the Memorandum, the “**Information**”), and the Subscriber wishes to subscribe for the Interests of the Company in the amount set forth on the signature page hereto, and, to the extent applicable, in connection therewith, the Subscriber has delivered cash or certified funds to the representative of the Company in the subscription amount set forth on such signature page in full and complete payment for the purchase price to be paid by the Subscriber for the Interests that the Subscriber has subscribed for hereunder.

INVESTOR REPRESENTATIONS AND AGREEMENTS

By executing this Agreement where indicated below, and upon acceptance hereof by the Company as evidenced by its written notification to the undersigned, the undersigned Subscriber will become a holder of Interests issued by the Company.

The Subscriber represents to the Company and the Manager that he, she, or it has received the Information and the materials incorporated therein by reference in their entirety, understands their contents, has had an opportunity to ask questions and to request and receive additional information and documents of and from the Company and its management representatives and agrees to be bound hereby.

(a) **Investment Representation.** The Subscriber executing this Agreement represents and warrants to the Company and the Manager that the Interests purchased or otherwise acquired by the Subscriber are being purchased or acquired for the Subscriber's own account, as principal, with the intent of holding it for investment and without the intent of participating directly or indirectly in a distribution of Interests or any interests therein. Such representation and warranty shall not be deemed to be limited or qualified in any way by any other provisions of this Agreement.

(b) **Acknowledgment of Restrictions.** The Subscriber hereby acknowledges and agrees that the Subscriber is an experienced and sophisticated investor, and, **unless otherwise indicated in the Investor Questionnaire above,** the Subscriber is an "*accredited investor*" as that term is defined under Rule 501(a) of Regulation D under the 1933 Act. The Subscriber further acknowledges and agrees that the Subscriber understands the inherent economic risks associated with the acquisition of the Interests and that the Subscriber must bear and can bear the economic risk of such investment for an indefinite period of time. The Subscriber understands that the Interests have not been registered under the 1933 Act, in reliance upon the exemption contained in Section 4(a)(2) of the 1933 Act and Rule 506 of Regulation D, or any state securities laws, and may not be transferred or resold unless subsequently registered under the 1933 Act and any applicable state securities law or unless an exemption from such registration is available. The Subscriber has no right to require the Company to register the Interests under the 1933 Act or any applicable state securities law or for the Company to guarantee that any exemption from registration will be available.

(c) **Subscriber Legally Bound by this Agreement.** The Subscriber acknowledges and agrees that the Subscriber is contractually and legally bound by all of the covenants, terms, and conditions contained in this Agreement, the Company Agreement of CEDARst Dev Fund Shareholder, LLC, in effect as of the date hereof, as may be amended or supplemented from time-to-time (the "**Company Agreement**"), and in the Memorandum. The Subscriber agrees to perform any and all obligations, and observe all restrictions, herein and therein contained or applicable to and imposed upon a holder of the Interests.

(d) **Reliance on Representations and Agreements of the Subscriber by the Company.** The Subscriber further understands and acknowledges that such Subscriber's representations and warranties contained herein are being relied upon by the Company and the Manager as the basis for the exemption of the sale of the Interests from the registration requirements of the 1933 Act and all state securities laws. The Subscriber further acknowledges that the Company and the Manager have no obligation to recognize any sale, transfer, pledge, or assignment of all or any part of the Subscriber's Interests to any person unless and until the appropriate provisions hereof, the provisions of the Memorandum and all applicable laws have been fully satisfied.

(e) **Nature of Investment.** The Subscriber acknowledges that prior to such Subscriber's execution of this Agreement, the Subscriber received a copy of the Information and this Agreement and that the Subscriber has examined such documents or caused such documents to be examined by such Subscriber's representatives, financial advisors, or attorneys. The Subscriber does hereby further acknowledge that the Subscriber or the Subscriber's representatives, financial advisors, or attorneys are familiar with such documents, and with the financial condition, assets, liabilities, personnel, prospects, and plans of the Company, and that the Subscriber does not desire any further Information or data relating to the Company, the Manager, or their affiliates, or the Company, the Manager, and their affiliates' past, present, or proposed business activities. The

Subscriber does hereby acknowledge that the Subscriber understands that the purchase of the Interests is a speculative investment involving a high degree of risk and does hereby represent that the Subscriber has a net worth sufficient to bear the economic risk of the investment in the Interests (including the total loss of the Subscriber's entire investment) and to justify the Subscriber's investing in a speculative instrument of this type. The Subscriber acknowledges his, her, or its responsibility to review all Information and other pertinent and relevant material and to make his, her, or its independent investment determination based on his, her, or its own financial objectives. The Subscriber acknowledges and further understands that in all monetary ventures there is risk, and the Subscriber represents to the Company and the Manager that the Subscriber understands the risks (economic and otherwise) associated with the proposed business of the Company, and of ownership of the Interests, and that the Subscriber has the obligation of determining if these risks are suitable to him, her, or it. The Company has a limited history of operations, and its proposed operations are subject to all of the risks inherent in any new business enterprise. The likelihood of the success of the Company must be considered in light of events frequently encountered in connection with the startup of a new business in general, the quality of management of the business and the competitive environment in which the Company will operate. No one has guaranteed the success of the Company or any return from the Company to the Subscriber of the Subscriber's investment in the Interests, and no promises, inducements, assurances, guarantees, or representations have been made to the Subscriber by the Company, the Manager, or any representative thereof. The Memorandum includes, but is not limited to, other risk factors associated with an investment in the Interests offered hereby, which risk factors, among others, and have been considered carefully by the Subscriber in connection with this investment.

(f) **Not an Investment Company or Business Development Company.** The Subscriber is neither an "investment company," as defined in Section 3 of the United States Investment Company Act of 1940, as amended, 15 U.S.C. § 80-a-3, *et seq.* (the "**Investment Company Act**"), notwithstanding the exemptions contained in Sections 3(c)(1) or 3(c)(7) thereof, nor a "business development company," as defined in Section 2(a)(48) of the Investment Company Act.

(g) **Formation of the Subscriber.** The Subscriber, if a legal entity, represents to the Company and the Manager that the Subscriber has not been formed, organized, reorganized, capitalized, or recapitalized for the purpose of acquiring Interests; or, if the Subscriber has been so formed for such purposes, the Subscriber will not have 40% or more of its assets invested in the Company and each beneficial owner of interests in the Subscriber has shared and will share in the same proportion in each investment made by the Subscriber (*i.e.*, no beneficial owner of the Subscriber may vary its interests (including its share of profits and losses or the amount of its contribution) in different investments made by or on behalf of the Subscriber).

(h) **Legend on the Interests.** To the extent the ownership of Interests of the Company are certificated, the Subscriber does hereby acknowledge and agree with the Company that a legend reflecting the restrictions imposed upon the transfer of the Subscriber's Interests under (a) the 1933 Act and any applicable state securities laws, (b) the Memorandum, and (c) the Company Agreement shall be placed on such certificates (if any).

(i) **Acknowledgment of Non-Solicitation and Access to Information.** The Subscriber acknowledges that the Interests were not offered or sold to the Subscriber by means of any form of general solicitation, general advertising, or publicly disseminated advertisements or sales literature. The Subscriber further acknowledges that the Subscriber has been afforded the opportunity to inquire of the Company and the Manager concerning the terms and conditions of the Interests and the business of the Company and the Manager and its principals and any matter pertaining thereto and to receive in response to the Subscriber's requests (to the extent such requests are reasonable and do not necessitate unreasonable effort, burden, or expense) such access to such information and representatives of the Company and the Manager as may be required to verify or clarify the terms and conditions of the Interests and the activities and proposed activities of the Company. The Subscriber acknowledges that the Company and the Manager have undertaken to make available to the Subscriber and his, her, or its representatives, during the course of this transaction and prior to subscription: (1) any information requested by them regarding the Company, its personnel, or its past, present, and proposed business activities and prospects, (2) the opportunity to ask on his, her, or its behalf concerning all terms and

conditions of the constituent documents that govern a holder's rights with respect to the Interests, and (3) the opportunity to obtain any additional information necessary to verify the accuracy of the Information made available to the Subscriber and his, her, or its representatives. Prior to making an investment decision respecting the Interests, the Subscriber represents and warrants to the Company and the Manager that (i) the Subscriber has carefully reviewed and considered the Information referred to above, and that representatives of the Company and the Manager are and have been available to discuss any matter set forth in this Agreement or any other matters relating to the Company, the Manager, the Memorandum, the Interests, and the financial condition, results of operation, assets, liabilities, personnel, prospects, and plans of the Company and its principals, and (ii) the Subscriber has had available to him, her, or it all the Information, financial and otherwise, relating to the Company, the Manager, their principals, and the Interests. Except for the Information contained in this Agreement and the Memorandum and except for the information that the Subscriber or his, her, or its advisers, if any, have requested as described above, including, but not limited to, information concerning the Company, the Manager, and their officers, their financial condition and prospects as well as the proposed businesses of the Company, neither the Subscriber nor his, her, or its advisors has been furnished any offering material or literature or other information by the Company, the Manager, any placement agent, or any affiliate of any of them on which the Subscriber has relied in making his, her, or its investment decision.

(j) **Company's Confidential Information.** This Agreement and the Information provided in connection herewith is furnished on a confidential basis only for the use of the Subscriber and representatives of the Subscriber and only for the purpose of making the decision to invest in the Company. By acceptance of the Information, the Subscriber agrees that he, she, or it will not transmit, reproduce, or make available to any other person the documents supplied in connection herewith or therewith or any Information furnished after the date hereof in connection with or relating to the operations of the Company or its affiliates, except only to the Subscriber's personal financial or legal advisors or as may be required by law.

(k) **Subscriber's Confidential Information.** The Subscriber recognizes that non-public information concerning the Subscriber set forth in this Agreement, including any information contained in Appendix A attached hereto, or otherwise disclosed by the Subscriber to the Company, the Manager, or other agents of the Company (the "**Subscriber's Information**") (such as the Subscriber's name, address, social security number/ EIN, assets, and income) (i) may be disclosed to the Manager and its attorneys, accountants, and auditors in furtherance of the Company's business and to other service providers who may have a need for the Subscriber's Information in connection with providing services to the Company, (ii) to third-party service providers or financial institutions who may be providing marketing services to the Company provided that such persons must agree to protect the confidentiality of the Subscriber's Information and use the Subscriber's Information only for the purposes of providing services to the Company, and (iii) as otherwise required or permitted by law. The Company and the Manager will restrict access to the Subscriber's Information to their employees who need to know the Subscriber's Information to provide services to the Company, and maintain physical, electronic, and procedural safeguards that comply with any applicable U.S. federal or state privacy laws to guard the Subscriber's Information.

(l) **Restrictions on Transfer.** The Subscriber hereby represents and warrants to the Company and the Manager and agrees with the Company and the Manager that the Subscriber will not offer for sale, sell, transfer, assign, hypothecate, pledge, or otherwise dispose of or offer to dispose of, the Subscriber's Interests and any interest therein, except in accordance with the terms hereof, the Company Agreement and the Memorandum and in a transaction which is either registered under the 1933 Act or any applicable state securities law; or that an exemption from such registration is available and such exemption is demonstrated to be reasonably satisfactory to the Company and its counsel.

(m) **No Tax, Investment, or Legal Advice by the Company.** The Subscriber acknowledges, represents, and warrants to the Company and the Manager that the Subscriber has not construed any part of the Information provided to him, her, or it as legal, investment, or tax advice. The Subscriber represents and warrants to the Company and the Manager that he, she, or it has consulted, or has been afforded the opportunity to consult with, his, her, or its own counsel, accountants, business, and financial advisors as to legal, investment, tax, or related matters concerning his, her, or its investment in the Interests. Further, the Subscriber understands

that this investment, under certain circumstances, may constitute a “listed transaction” as that term is defined by Treasury Regulations and that the Subscriber is aware of this potential eventuality and has been given the opportunity to discuss this topic with his, her, or its own counsel and financial advisors. The Subscriber also understands that certain actions taken by the Company may enhance the Subscriber’s chances of being audited by the IRS and the Subscriber represents that he, she, or it is aware of this possibility and has had an opportunity to discuss this with his, her, or its accountant and advisors.

(n) Anti-Money Laundering and Compliance with the USA PATRIOT Act Representations.

i. The Subscriber understands and agrees that the Company prohibits the investment of funds by any persons or entities that are acting, directly or indirectly, (i) in contravention of any U.S. or international laws and regulations, including anti-money laundering regulations or conventions, (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”), as such list may be amended from time to time, (iii) for a senior foreign political figure, any member of a senior foreign political figure’s immediate family or any close associate of a senior foreign political figure, unless the Company, after being specifically notified by the Subscriber in writing that it is such a person, conducts further due diligence, and determines that such investment shall be permitted, or (iv) for a foreign shell bank (such persons or entities in subsections (i) through (iv) are collectively referred to as “**Prohibited Persons**”).

ii. The Subscriber represents, warrants, and covenants that: (i) he, she, or it is not, nor is any person or entity controlling, controlled by, or under common control with the Subscriber, a Prohibited Person, and (ii) to the extent the Subscriber has any beneficial owners, (1) it has carried out thorough due diligence to establish the identities of such beneficial owners, (2) based on such due diligence, the Subscriber reasonably believes that no such beneficial owners are Prohibited Persons, (3) it holds the evidence of such identities and status and will maintain all such evidence for at least five (5) years from the date that the Subscriber no longer owns or holds of record Interests of the Company, and (4) it will make available such information and any additional information that the Company may require upon request.

iii. If any of the foregoing representations, warranties, or covenants ceases to be true or if the Manager no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Manager may be obligated to freeze the Subscriber’s investment, either by prohibiting additional investments, declining or suspending any redemptions and/or segregating the assets constituting the investment in accordance with applicable regulations, or the Subscriber’s investment may immediately be involuntarily redeemed by the Company, and the Company and/or the Manager may also be required to report such action and to disclose the Subscriber’s identity to OFAC or other authorities. In the event that the Company and/or the Manager is required to take any of the foregoing actions, the Subscriber understands and agrees that it shall have no claim against the Company, the Manager, or each of their respective affiliates, managers, directors, members, partners, shareholders, officers, employees, and agents for any form of damages as a result of any of the aforementioned actions.

iv. The Subscriber understands and agrees that, following any redemption of the Subscriber’s Interests, any redemption proceeds paid to him, her, or it will be paid to the same account from which the Subscriber’s investment in the Company was originally remitted, unless the Company, in its sole discretion, agrees otherwise.

v. The Company and the Manager reserve the right to request such information as is necessary to verify the identity of a Subscriber or its beneficial owners. To ensure compliance with statutory and other requirements relating to anti-money laundering, the Company and the Manager may require verification of identity from any person submitting a completed Agreement. Pending the

provision of evidence satisfactory to the Company and the Manager as to identity, the evidence of title in respect of Interests may be retained in the absolute discretion of the Manager. If within a reasonable period of time following a request for verification of identity, the Company and the Manager have not received evidence satisfactory to each as aforesaid, each may, in its absolute discretion, refuse to allot the Interests subscribed for, in which event subscription monies will be returned without interest to the account from which such monies were originally debited. Subscription monies may be rejected by the Company and the Manager if the remitting bank or financial institution is unknown to the Manager. An individual may be required to produce a copy of a passport or identification card certified by a notary public. If the Subscriber is an entity, it may be required to produce a certified copy of its certificate of incorporation, certificate of organization/formation (or other comparable organizational documents), as well as any amendments thereto, and the names, occupations, dates of birth, and residential and business addresses of all directors and executive officers.

(o) **Indemnification by the Subscriber.** The Subscriber shall indemnify and hold harmless the Company, the Manager, the affiliates thereof, and each officer, manager, director, and member of the Company, the Manager, and their respective affiliates, employees, and agents (the “**Indemnified Parties**”) from and against all liabilities, claims, actions, demands, losses, costs, expenses (including reasonable attorneys’ fees), and damages, whether involving such parties or third-parties, resulting from any inaccuracy in any of the Subscriber’s representations or breach of any of the Subscriber’s representations, warranties, or covenants contained herein. The Subscriber will reimburse the Company and each other Indemnified Party for their reasonable legal and other expenses (including the cost of any investigation and preparation) as they are incurred in connection with any action, proceeding, or investigation arising out of or based upon the foregoing. The indemnity and reimbursement obligations of the Subscriber under this provision shall be in addition to any liability which the Subscriber may otherwise have (including, without limitation, liability under the Company Agreement).

(p) **General.** The Subscriber has full power and authority to execute, deliver, and perform this Agreement and become an owner of the Interests; this Agreement of the Subscriber has been duly and validly authorized, executed, and delivered by the Subscriber, and constitutes the valid, binding, and enforceable agreement of the Subscriber; this Agreement shall be binding upon the Subscriber and the Subscriber’s legal representatives, successors, and assigns; and this Agreement shall, if the Subscriber consists of more than one person, be the joint and several obligation of all such persons, and may be executed by the Subscriber and accepted by the Company in one or more counterparts, each of which shall be an original and all of which together shall constitute one instrument.

(q) **Arbitration.** Upon demand of any party hereto, whether made before or after institution of any judicial proceeding, any and all claims, controversies, disputes, differences, and disagreements arising out of or relative in any manner whatsoever to this Agreement, including, but not limited to, the negotiation and formation of this Agreement and the issuance of the Interests; any breach or alleged breach of this Agreement; the performance or non-performance hereunder or thereunder of any party hereto or any person bound hereby; the validity, construction, interpretation, scope, or meaning of any term or condition herein or therein contained; any waiver, modification, or amendment to this Agreement; the severability of any term or provision of this Agreement; or the enforceability or enforcement of this Agreement (a “**Dispute**”) or whether or not any Dispute is subject to arbitration hereunder, to the maximum extent allowed under applicable law, shall be subject to compulsory, mandatory, exclusive, final, and binding arbitration, including any Dispute arising under federal, state, or local laws, statutes, regulations, or ordinances or arising under common law (for example, but not by way of limitation, claims of breach of contract, fraud, negligence, emotional distress, or breach of fiduciary duty). The arbitration proceedings shall be conducted in Atlanta, Georgia under and governed by the Commercial Financial Disputes Arbitration Rules of the American Arbitration Association and the Federal Arbitration Act. Disputes may include, without limitation, tort claims, counterclaims, a dispute as to whether a matter is subject to arbitration, or claims arising from documents executed in the future. A judgment upon the award may be entered in and enforced by proceedings in any court having jurisdiction.

(r) **Waiver of Jury Trial.** THE PARTIES ACKNOWLEDGE THAT BY AGREEING TO BINDING ARBITRATION THEY HAVE IRREVOCABLY WAIVED ANY RIGHT THEY MAY HAVE TO A JURY TRIAL WITH REGARD TO A DISPUTE AS TO WHICH BINDING ARBITRATION HAS BEEN DEMANDED.

(s) **Governing Law; Jurisdiction.** This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to its conflict of laws principles. The parties hereto irrevocably agree to the exclusive personal jurisdiction in the U.S. District Court for the Northern District of Georgia with respect to any and all disputes that may arise between them related to this Agreement, including, but not limited to, the Interests or any other matter related to the Company; consent to service of process by certified mail to the addresses set forth herein (which address may be changed by written notice to the other); and waive any objection to personal jurisdiction and service of process if accomplished as set forth above, venue, and inconvenience of the forum of such state.

(t) **LIMITATION OF LIABILITY; WAIVER OF PUNITIVE DAMAGES.** EACH OF THE PARTIES HERETO, INCLUDING THE SUBSCRIBER BY ACCEPTANCE OF THE INTERESTS, AGREES THAT IN ANY JUDICIAL, MEDIATION, OR ARBITRATION PROCEEDING OR ANY CLAIM OR CONTROVERSY BETWEEN OR AMONG THEM THAT MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE INTERESTS, OR ANY OTHER AGREEMENT OR DOCUMENT BETWEEN OR AMONG THEM, OR THE OBLIGATIONS EVIDENCED HEREBY OR BY THE INTERESTS OR RELATED HERETO OR THERETO, IN NO EVENT SHALL ANY PARTY HAVE A REMEDY OF, OR BE LIABLE TO THE OTHER FOR, (1) INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR THE LIKE OR (2) PUNITIVE OR EXEMPLARY DAMAGES. EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES THEY MAY HAVE OR WHICH MAY ARISE IN THE FUTURE IN CONNECTION WITH ANY SUCH PROCEEDING, CLAIM, OR CONTROVERSY, WHETHER THE SAME IS RESOLVED BY ARBITRATION, MEDIATION, JUDICIALLY, OR OTHERWISE.

(u) **Subscriber has Read and Reviewed this Agreement Before Signing this Agreement.** The Subscriber acknowledges that he, she, or it has read and understands this Agreement, the Company Agreement, and the Memorandum, that the Subscriber understands all of the terms and conditions of this Agreement, that the Subscriber understands his, her, or its rights and obligations under this Agreement, the Company Agreement, and the Memorandum, and that the Subscriber freely, voluntarily, and without any duress or coercion by any person or entity, entered into this Agreement, as evidenced by the Subscriber's signature below.

AN INVESTMENT IN THE COMPANY IS SUITABLE ONLY FOR INVESTORS WHO HAVE SUBSTANTIAL INVESTMENT MEANS AND WHO HAVE NO NEED FOR LIQUIDITY IN CONNECTION WITH THEIR PROSPECTIVE INVESTMENT IN THE COMPANY.

Signature (or Authorized Signor, if entity)

Signature of Joint Investor (if applicable)

Print **FULL** Name (Investor/Authorized Signor)

Print **FULL** Name of Joint Investor (if applicable)

Date Signed (mm-dd-yyyy)

Date Signed – Joint Investor (if applicable)

BENEFICIAL OWNERSHIP FORM

AND CERTIFICATION FOR TRUSTS, CORPORATIONS, LLCs, AND LPs

Under the U.S. Patriot Act, we are required to collect and verify information about investors in this Offering, which includes information about the beneficial owners of investors that choose to invest in the name of a trust or other type of Legal Entity.

INSTRUCTIONS

This form should be completed by investors that are investing in the name of a trust or in the name of a corporation, limited liability company, limited partnership, or other type of Legal Entity.

- **Trust investors should complete this form. Do not submit the trust document unless requested to do so.**
- **Corporate investors should complete this form and then submit a copy of the Corporate Resolution and active Secretary of State filing. Send to CedarSTsupport@phxa.com.**
- **LLC/LP investors should complete this form and then submit a copy of the Operating Agreement and active Secretary of State filing for the entity. Send to CedarSTsupport@phxa.com.**

OWNERSHIP TYPE

CHOOSE TYPE OF OWNERSHIP (choose one):

☐ Revocable Trust	☐ Irrevocable Trust	
☐ Limited Liability Company (LLC)	☐ Limited Partnership (LP)	☐ Corporation
☐ Other (describe): _____		

CERTIFICATION OF BENEFICIAL OWNERSHIP

Please select one of the following, as applies to your authority to make this investment:

- ☐ **The Beneficial Owner(s) listed above may act independently as provided in the Trust or Operating Agreement.**
- ☐ **The Beneficial Owner(s) listed above may act as a majority as provided in the Trust or Operating Agreement.**
- ☐ **The Beneficial Owner(s) listed above must act unanimously as provided in the Trust or Operating Agreement, and the authorization of all Beneficial Owners is required.**

By completing and signing this Beneficial Ownership Form and Certification, you are certifying that (i) you are authorized to make this investment and such investment is in full compliance with the Trust or Operating Agreement,

(ii) the Trust or Operating Agreement has not been revoked, modified, or amended in any manner that would cause the statements contained in this Certification to be incorrect, (iii) the entity exists under applicable state laws, (iv) you agree to indemnify and hold harmless the Manager, Company and Arkadios Capital, LLC for any and all losses, liabilities, claims and costs (including reasonable attorneys' fees) resulting from our effecting this investment or acting upon any instruction given by you with regard to this investment.

AUTHORIZED SIGNOR INFORMATION

Provide the name of the person that is authorized to make this investment and sign on behalf of this legal entity. If this investment decision is being made by a third-party administrator (such as a trust attorney or financial institution), provide the name and contact information of the administrator.	
Provide Tax ID Number of Legal Entity (Trust, Corp, LLC, LP or Corp)	
If Trust , provide the title of the Trust; if Legal Entity , provide the title of the Legal Entity.	
If Trust, provide date of Trust Agreement	
If Trust, provide date of last amendment (if any)	

LIST OF TRUSTEES OR BENEFICIAL OWNERS

For **Trust**, complete the table below, listing **each trustee** of the Trust;

For **other types of Legal Entities**, complete the table below, listing (a) each person that owns 25% or more of equity interests of the entity and (b) each person that exercises significant management responsibility for the entity (regardless of their ownership). If any of the beneficial owners are also an entity, provide the entity name and each of the beneficial owners of that second layer of owners. Each layer of beneficial ownership must be stated. Attach additional sheets if necessary and email to CedarSTsupport@phxa.com.

Beneficial Owner(s) - Provide Legal Name of Trustee(s), Manager(s), or Beneficial Owner(s)	Date of Birth	Social Security No.	Residential Address	% of Ownership (non-Trusts)
<i>For LLCs, LPs, and corporations, choose one or both categories below, as applicable, to describe this beneficial owner:</i> ☐ Manager ☐ Owner				
<i>For LLCs, LPs, and corporations, choose one or both categories below, as applicable, to describe this beneficial owner:</i> ☐ Manager ☐ Owner				
<i>For LLCs, LPs, and corporations, choose one or both categories below, as applicable, to describe this beneficial owner:</i> ☐ Manager ☐ Owner				
<i>For LLCs, LPs, and corporations, choose one or both categories below, as applicable, to describe this beneficial owner:</i> ☐ Manager ☐ Owner				

SIGNATURE - BENEFICIAL OWNERSHIP FORM

In consideration of this subscription, we, the undersigned Beneficial Owner(s), certify the above information to be accurate, and the powers granted by the Trust or Operating Agreement authorize this transaction without restriction.

Print Beneficial Owner/Authorized Signor Legal Name

Print Co-Beneficial Owner Legal Name (if applies)

Signature of Beneficial Owner/Authorized Signor

Signature of Co-Beneficial Owner (if applicable)

Date Signed by Beneficial Owner/Authorized Signor

Date Signed by Co-Beneficial Owner (if applicable)

If there are more than two persons that are required to sign this Certification, attach additional pages.

DISTRIBUTION INSTRUCTIONS

IF THE FINANCIAL INSTITUTION HOLDING YOUR IRA ACCOUNT, 401K ACCOUNT OR OTHER BANK ACCOUNT IS HELD BY A CUSTODIAN WITH DIFFERING DISTRIBUTION INSTRUCTIONS, PLEASE COMPLETE THE WIRE TRANSFER INSTRUCTIONS ON THE CUSTODIAL ACCOUNTS FORM INSTEAD.

ACH AUTHORIZATION

☐ PLEASE SEND DISTRIBUTIONS VIA ACH

I hereby authorize CEDARst Dev Fund Shareholder, LLC (the "Company") to initiate credit entries to the bank account(s) listed below. I further authorize the financial institution(s) named below to credit such account(s).

I understand that this authorization remains in effect until the Company receives from me, in writing, notification to terminate the authorization in such a time and manner as to afford the Company and my financial institution(s) a reasonable time to act on it.

Name of Financial Institution	Checking or Savings	Bank Routing Number	Bank Account Number

ACCOUNT HOLDER SIGNATURE

JOINT ACCOUNT HOLDER SIGNATURE

Signature

Date

Signature

Date

For the Company to verify bank account and routing numbers, investors should attach a **VOIDED CHECK** for each investor account to be credited. Investors should retain completed copies of this form for their records.

CHECK AUTHORIZATION

☐ PLEASE SEND DISTRIBUTIONS VIA CHECK

NAME

INSTITUTION (IF APPLICABLE)

ACCOUNT NUMBER

ADDRESS

CITY

STATE

ZIP CODE

CUSTODIAL ACCOUNTS FORM

IRA, ROTH OR OTHER RETIREMENT OR PROFIT-SHARING PLANS

*FOR CUSTODIAL OWNERSHIP ACCOUNTS, THIS PAGE MUST BE COMPLETED IN
ADDITION TO SUBSCRIPTION AGREEMENT/SIGNATURE PAGE.*

CUSTODIAL ACCOUNT INFORMATION

CUSTODIAL ACCOUNT NAME

CUSTODIAN ACCOUNT NUMBER

CUSTODIAN'S EIN

CUSTODIAN'S ADDRESS

CITY

STATE

ZIP CODE

CUSTODIAN'S TELEPHONE

CUSTODIAL WIRING INSTRUCTIONS

RECEIVING CUSTODIAL

FINANCIAL INSTITUTION:

CUSTODIAL FINANCIAL

INSTITUTION NUMBER:

ABA/ROUTING NUMBER:

BENEFICIAL ACCOUNT NUMBER:

FBO ACCOUNT NAME:

Consent to Electronic Delivery of Schedule K-1

The IRS issued Revenue Procedure 2012-17 (the “**Revenue Procedure**”) on February 13, 2012, which requires a partnership to receive affirmative consent from its members in order to deliver Schedule K-1’s (“**K-1’s**”) electronically. This correspondence will provide you with a number of disclosures required under the Revenue Procedure. If after reading the below information you choose to have your K-1 delivered electronically, please return this consent form. Capitalized terms not defined in this consent shall have the meanings given to them in the Subscription Agreement.

- 1) Name of Purchaser: _____
- 2) Consent to electronic delivery. If yes, please check the following: ☐

IMPORTANT DISCLOSURE INFORMATION

1. If you do not consent to electronic delivery, you will receive a paper K-1 in the mail, which will be delivered to the address that we currently have on file.
2. Your consent to electronic delivery will apply to all future K-1’s unless consent is withdrawn by you (see point 4 below).
3. If for any reason you would like a paper copy of your K-1 after you have consented to electronic delivery, you may submit a request via a written request to CEDARst Dev Fund Shareholder, LLC c/o WAM Dev Fund, 151 W. Huron Street, Chicago, Illinois 60654. Requesting a paper copy of your K-1 will not be treated as a withdrawal of consent.
4. If you would like to withdraw your consent to electronic delivery, you may submit a notice via a written request to CEDARst Dev Fund Shareholder, LLC c/o WAM Dev Fund, LLC, 151 W. Huron Street, Chicago, Illinois 60654. Your consent is considered withdrawn on the date the Company receives your written request to withdraw consent. The Company will confirm the withdrawal and its effective date in writing. A withdrawal of consent does not apply to a K-1 that was e-mailed to you in accordance with the Revenue Procedure before the effective date of the withdrawal of consent.
5. The Company will cease providing statements to you electronically if you provide a notice to withdraw consent, if you cease to be a member in the Company or if regulations change to prohibit the form of delivery.
6. If you need to update your contact information that we have on file, please e-mail the update to us.
7. We will notify you if there are any changes to the contact information of the Company.
8. You will need a computer, printer and a .pdf reader software to access, print and retain your K-1.
9. Your K-1 may be required to be printed and attached to a federal, state or local income tax return.

Signature: _____ Date: _____

Title (if applicable): _____

SUPPLEMENTAL REQUEST ROTH VALUATION OPT-IN

CEDARst Dev Fund Shareholder, LLC

a Delaware limited liability company

INVESTOR INFORMATION

Print **FULL** Name (Investor/Authorized Signor)

Print **FULL** Name of Joint Investor (if applicable)

SELECTION FOR RECEIPT OF ROTH VALUATION REPORT

Please select one of the following, as applies to your investment:

- ☐ Investor opts in to receiving copies of the Roth Valuation Reports.¹
- ☐ Investor opts out to receiving copies of Roth Valuation Reports.

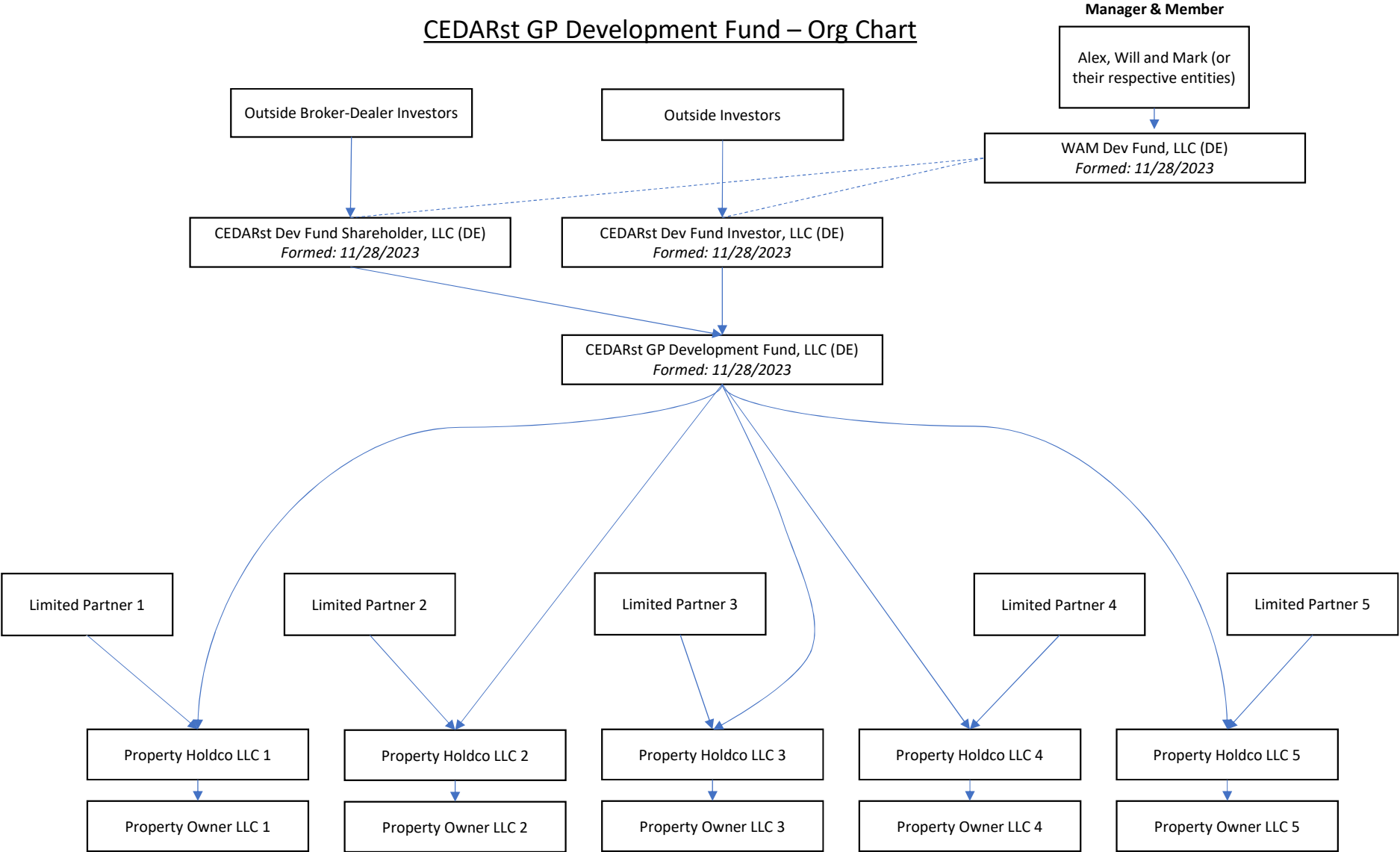
¹ Roth Valuation Reports will be distributed at least annually, but may, in the Manager's sole and absolute discretion, be distributed more frequently.

APPENDIX D

Organizational Diagram

[See attached.]

CEDARst GP Development Fund – Org Chart



APPENDIX E

Confidential Investment Overview

[See attached.]



CEDARst GP Development Fund

CEDARstTM

CONFIDENTIAL | DO NOT DISTRIBUTE

FLATS Arts District: Las Vegas, NV
311 Units, Under Construction
Indicative Project – Not a Fund Investment

Important Notices and Disclaimers

This confidential presentation (this “Presentation”) is being furnished upon request and on a confidential basis to a limited number of sophisticated investors on a “one-on-one” basis for the purpose of providing certain information about CEDARst Dev Fund Shareholder, LLC, a Delaware limited liability company (the “Company”), which intends to make a direct investment in CEDARst GP Development Fund, LLC, a Delaware limited liability company (the “Fund”). This Presentation is for informational and discussion purposes only and is not, and may not be, relied on in any manner as legal, tax, investment, accounting or other advice or as an offer to sell or a solicitation of an offer to purchase any securities of the Company. Any such offer or solicitation shall only be made pursuant to the final subscription package, which includes a final Private Placement Memorandum and other final materials (as amended or supplemented from time to time, the “Subscription Package”), which will be furnished to qualified investors on a confidential basis at their requested and should be reviewed in connection with any consideration of an investment in the Company. No person has been authorized to make any statement concerning the Company or Fund other than as will be set forth in the Subscription Package and any representation or information not contained therein may not be relied upon. The information contained in this Presentation must be kept strictly confidential and may not be reproduced (in whole or in part) or redistributed in any format without the express written approval of WAM Dev Fund, LLC (the “Manager”), the manager of both the Company and CEDARst Dev Fund Investor, LLC (together, the “Fund Members”). By accepting this document, the recipient agrees that it will, and will cause its representatives and advisors to, use the information only to evaluate its potential interest in the Company and for no other purpose and will not, and will cause its representatives and advisors not to, divulge any such information to any other party. Neither the Company nor any of its affiliates makes any representation or warranty, express or implied, as to the accuracy or completeness of the information contained herein and nothing contained herein should be relied upon as a promise or representation as to past or future performance of the Company, the Fund or any other entity. The recipient understands that unless relating to a specific Company term, the terms specified within the Presentation relate to the Fund as a whole.

An investment in the Fund, indirectly through either Fund Member, entails a high degree of risk and no assurance can be given that the Fund’s investment objective will be achieved or that investors will receive a return of their capital. In considering investment performance information contained in this Presentation, prospective investors should bear in mind that past, targeted or projected performance is not indicative of future results, and there can be no assurance that targeted or projected returns will be achieved, that the Fund will achieve comparable results or that the Fund will be able to implement its investment strategy or achieve its investment objectives. While the projected returns are based on assumptions which the Manager believes are reasonable under the circumstances, the actual realized returns on the Fund’s unrealized investments will depend on, among other factors, the value of the assets and market conditions at the time of disposition, any related transaction costs and the timing and manner of sale, all of which may differ from the assumptions and circumstances on which the Manager’s projections are based. Accordingly, the actual realized returns on unrealized investments may differ materially from the Manager’s projected returns indicated herein. There can be no assurance that “pending” or “expected” investments described herein will be completed or that projected or expected realizations or distributions will occur. Furthermore, prospective investors are encouraged to contact the Fund’s representatives to discuss the procedures and methodologies used to calculate the investment returns and other information provided herein. Certain information contained herein constitutes “forward-looking statements,” which can be identified by the use of terms such as “may”, “will”, “should”, “expect”, “anticipate”, “project”, “estimate”, “intend”, “continue,” “target” or “believe” (or the negatives thereof) or other variations thereon or comparable terminology. Due to various risks and uncertainties, such as those set forth in the Subscription Package, actual events or results or actual performance of the Fund may differ materially from those reflected or contemplated in such forward-looking statements. As a result, prospective investors should not rely on such forward-looking statements in making their investment decisions.

No representation or warranty is made as to future performance or such forward-looking statements. None of the information contained herein has been filed with the U.S. Securities and Exchange Commission, any securities administrator under any securities laws of any U.S. or non-U.S. jurisdiction or any other U.S. or non-U.S. governmental or self-regulatory authority. No such governmental or self-regulatory authority will pass on the merits of the offering of the Company or the adequacy of the information contained herein. Any representation to the contrary is unlawful. Statements contained in this Presentation are based on current expectations, estimates, projections, opinions and beliefs of the Manager. Such statements involve known and unknown risks, uncertainties and other factors, and undue reliance should not be placed thereon. The performance of the Fund, and as a result, the Company, is subject to risks and uncertainties, including those discussed in the Subscription Package.

Certain information contained herein has been obtained from published sources and/or prepared by third parties and in certain cases has not been updated through the date hereof. While such sources are believed to be reliable, neither the Fund, the Company, the Manager, nor their respective affiliates nor any advisor or employee assume any responsibility for the accuracy or completeness of such information. The use of this Presentation in certain jurisdictions may be restricted by law. Prospective investors in the Company should inform themselves as to the legal requirements and tax consequences of an investment in the Company within the countries of their citizenship, residence, domicile and place of business. Opinions expressed herein are subject to change without notice. Interests in the Company, and indirectly the Fund, may not be eligible for sale in some states or countries, nor suitable for all types of investors; their value and the income they produce may fluctuate and/or be adversely affected by exchange rates, interest rates, or other factors.

Unless otherwise noted, all information contained in this Presentation is the sole intellectual property of the Fund, the Company, or the Manager. Additional information will be provided upon request.

Securities offered through Arkadios Capital, LLC – Member FINRA/SIPC

Little River: Miami, FL
191 Units, Pre-Development
Indicative Project – Not a Fund Investment



The Opportunity	4
Investment Strategy	6
Target Markets	11
About CEDARst	18
Sample Org Chart	Exhibit A

1338 Lake: Chicago, IL
342 Units, Pre-Development
Indicative Project – Not a Fund Investment

The Opportunity

CONFIDENTIAL | DO NOT DISTRIBUTE

About The Fund

CEDARst Dev Fund Shareholder, LLC, a Delaware limited liability company (the “Company”) will invest in CEDARst GP Development Fund, LLC, a Delaware limited liability company (the “Fund”). This offering is an opportunity for accredited investors to invest in institutional-scale, ground-up, multi-family developments located in the country’s top, urban core markets.

Having the ability to utilize a Roth IRA conversion strategy as an option that potentially mitigates investor tax liability while yielding tax-free investment returns, the Fund grants individual investors access to institutional investment opportunities alongside institutional investors. The Fund will be CEDARst™ Companies’ (“CEDARst”) fourth such vehicle and reflects a continuation of the CEDARst’s commitment to providing high-quality, well-operated housing at achievable prices.

The Fund will invest in each property alongside other Member (“Member”) investors identified by CEDARst. These investors may be subject to a promote, wherein returns above a certain threshold are shifted in increasing percentages to the Manager (“Manager”) as compensation for exceeding return targets. The Fund will NOT be subject to any promote but rather will be part of the Manager and will receive 20% of all promote distributions received from Members, payable either to the Fund or to a parallel affiliate vehicle to the Fund.

The Fund will invest in multi-family developments only, up to a maximum of six investments, with two developments currently identified across six target markets. The portfolio of properties has been curated over the last 12 months, with considerable time and money spent towards due diligence and risk mitigation efforts. The current portfolio is concentrated in stable, growing markets with strong economic and demographic characteristics. In addition to the assets identified herein, CEDARst is actively pursuing additional prospects within its acquisition pipeline¹.

Headquartered in Chicago, with offices in San Diego and Miami, CEDARst employs over 175 employees across its integrated model which includes: development, design, general contracting and property management. Its founders are seasoned real estate professionals who combine for over 75 years of development experience. CEDARst manages \$4 billion in real estate² across eight states throughout the country. The firm focuses on fostering diverse, accessible communities and over one-third of CEDARst’s current portfolio consists of natural occurring affordable housing or “NOAH”; plainly, CEDARst was an Impact Investor before the phrase was coined. Through its affordable initiative and commitment to environmentally sound development practices, CEDARst is rooted in generating investor returns alongside a social benefit.

(1) Target returns are based on underwritten forecasts. They are not a commitment to produce specific returns. Gross returns do not reflect management fees, taxes, transaction costs and other expenses that are borne by investors, which will reduce returns and may in the aggregate be substantial. Cash-on-cash returns are net of such fees, costs and expenses and include the 20% promote sharing. All investments carry inherent risk. Please see the Risks & Disclosures for additional information. (2) As of December 31, 2022. (3) Provided that commitments can be drawn thereafter to fulfill existing commitments or fund follow-on investments (4) Subject to 6-month Manager extension right. (5) Across the portfolio based on expected stabilized value.

Investment Details

Target Raise	\$50MM – \$75MM
Minimum Commitment	\$50,000 Subject to Waiver
Investor Promote Paid	0%
Investor Bonus GP Promote Received	20%
Term	5 years
Investment Period ³	Until Final Closing
Asset Management Fee	2.0% of Capital Raised
Fund Attorney	Morris, Manning & Martin
Fund Auditor	Citrin Cooperman
Closings ⁴	Initial closing occurs upon receiving a subscription, Final Closing 12 months thereafter

Investment Targets

Asset Class / Product Type	Multifamily Development / Midrise
Total Cost Range	\$65M - \$150M
Target Leverage ⁵	50% - 60%
Target Net IRR ¹	25.0% - 32.5%
Target Net MOIC ¹	2.50x – 3.00x

Investment Strategy

Roth IRA Conversion Strategy

What is an IRA?

- An individual retirement account (IRA) is a tax-advantaged retirement investment account. There are two Types of IRAs: Traditional IRAs and Roth IRAs.
- **Traditional IRA:** Contributions are made from pre-tax income, and distributions are taxable. There are no income limits to be eligible, penalties exist if funds are withdrawn before age 59½, and distributions must commence by age 72.
- **Roth IRA:** Contributions are made from post-tax income, and distributions may be tax-free. There are income limits to be eligible for direct contribution to Roth IRAs (\$153,000 in 2023). Penalties exist if funds are withdrawn before age 59½, but there is no age by which distributions must commence. Roth IRAs may be preferred by some investors because investment returns may be distributed tax-free.

What is a Roth IRA Conversion?

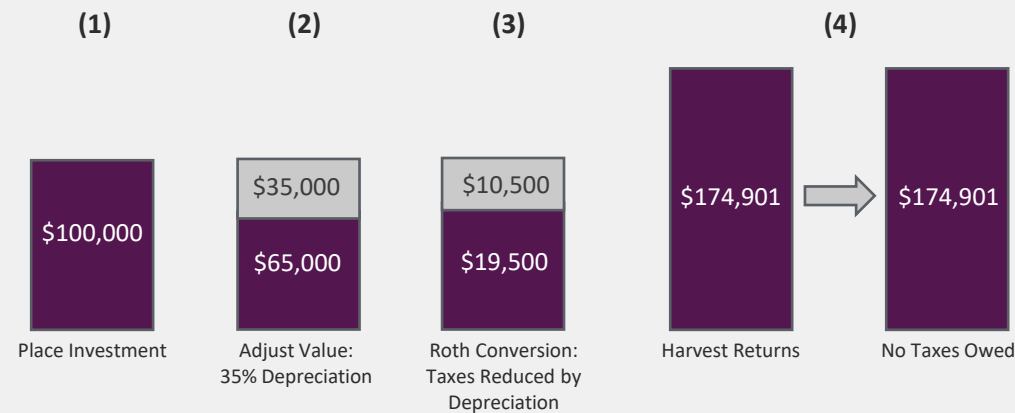
- A Roth IRA conversion is a process whereby an investor converts funds in a Traditional IRA into a Roth IRA. This process allows investors to utilize a Roth IRA through a qualified rollover. Upon conversion, the investor will owe taxes on the funds moved from the Traditional IRA to a Roth IRA; the amount converted is added to an individual's gross income for the year and taxed at the applicable income tax rate. However, moving forward the funds will be treated under the Roth IRA regulations.

Roth IRA Conversion into Real Estate Development

- CEDARst GP Development Fund provides the option for a Roth IRA conversion strategy to potentially mitigate an investor's tax liabilities while maximizing investor returns:
 1. **Place Investment:** A **Traditional IRA investment** is made into the Fund prior to construction commencing on a development.
 2. **Adjust Value:** At the start of construction, a development's asset **value may be reduced** because of investment management fees, asset illiquidity, construction risk, transferability restrictions, as well as other factors. The reduced value is documented by a third-party appraiser (also called a "custodian") and carried forward as the asset value.
 3. **Roth Conversion:** The investor institutes a Traditional IRA to **Roth IRA conversion** at the reduced asset value, which results in a **lower tax liability** than a conversion without asset value reduction. Taxes are paid outside of the amount being converted.
 4. **Harvest Returns:** Once construction is completed and property operations stabilize, the **value of the property may increase**, and moving forward investment cash flow distributed through the Roth IRA may be **tax-free**.

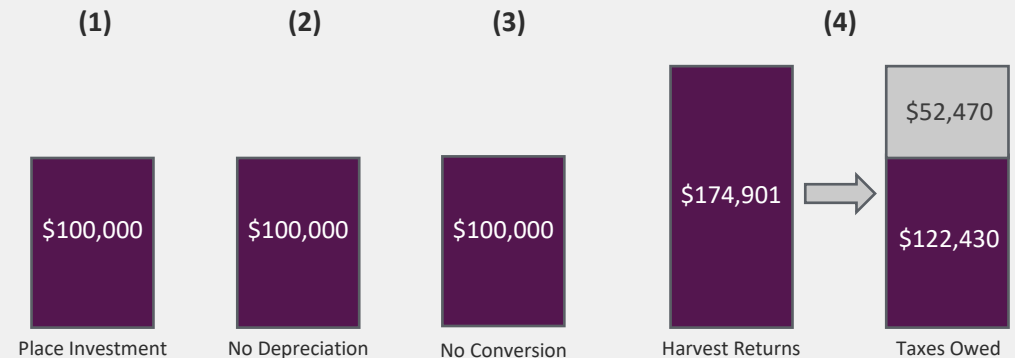
This Presentation is for informational and discussion purposes only and is not, and may not be, relied on in any manner as legal, tax, investment, accounting or other advice. Prospective investors should consult their own tax, business, financial, and/or legal counsel prior to making a decision to invest or making a Roth IRA conversion.

Roth IRA Conversion: Example



Roth IRA Conversion Returns

- 1. **Place Investment:** \$100,000 allocated to Traditional IRA.
- 2. **Adjust Value:** Depreciation captured during construction period. Example assumes 35% depreciation.
- 3. **Roth Conversion:** Taxes only due on initial investment - through depreciation, **tax liability is reduced by 35%.**
 - i. **No taxes paid on investment returns.** Example assumes 30% income tax rate.
- 4. **Harvest Returns:** Investment value grows **tax-free**. Example assumes 15% annual returns.
 - i. Taxes Paid: \$19,500
 - ii. Returns above conventional IRA investing: **42.9%**



Conventional IRA Returns

- 1. **Place Investment:** \$100,000 allocated to Traditional IRA.
- 2. **No Adjusted Value:** Depreciation is **not minimizing taxes.**
- 3. **No Roth Conversion:** Initial investment and investment gains **both subject to income tax.**
- 4. **Harvest Returns:** Taxes owed on both initial investment and investment. Example assumes 15% annual returns.
 - i. Taxes Paid: \$52,470
 - ii. Foregone Investment Return: **-\$32,970**

This Presentation is for informational and discussion purposes only and is not, and may not be, relied on in any manner as legal, tax, investment, accounting or other advice. The Company does not guarantee specific results using the information provided. Prospective investors should consult their own tax, business, financial, and/or legal counsel prior to making a decision to invest or making a Roth IRA conversion.

Why Multi-family?

Undersupply

- Scarcity of **land**, escalating **costs**, and **interest rates** have resulted in structural undersupply of housing.
- To end 2022, The U.S. was **short 2.3 million housing units** based on U.S Federal Reserve Economic data.
- CBRE expects **construction starts to fall by 45%** in 2024 from their pre-pandemic average and by **70%** from their 2022 peak.

Demand

- The **monthly cost of homeownership has risen 78%** over the past three years, making the monthly cost of homeownership for a newly purchased home **\$1,298 more** than the monthly cost of renting a professionally managed apartment according to NMHC as of October 2023.
- **Interest Rate Hedge**: High interest rates increase home ownership costs, driving rental demand.
- Per the Urban Institute, home ownership rates will fall for every age group in America through 2040 while growth in the number of **renters will be 2x** that of homeowners.

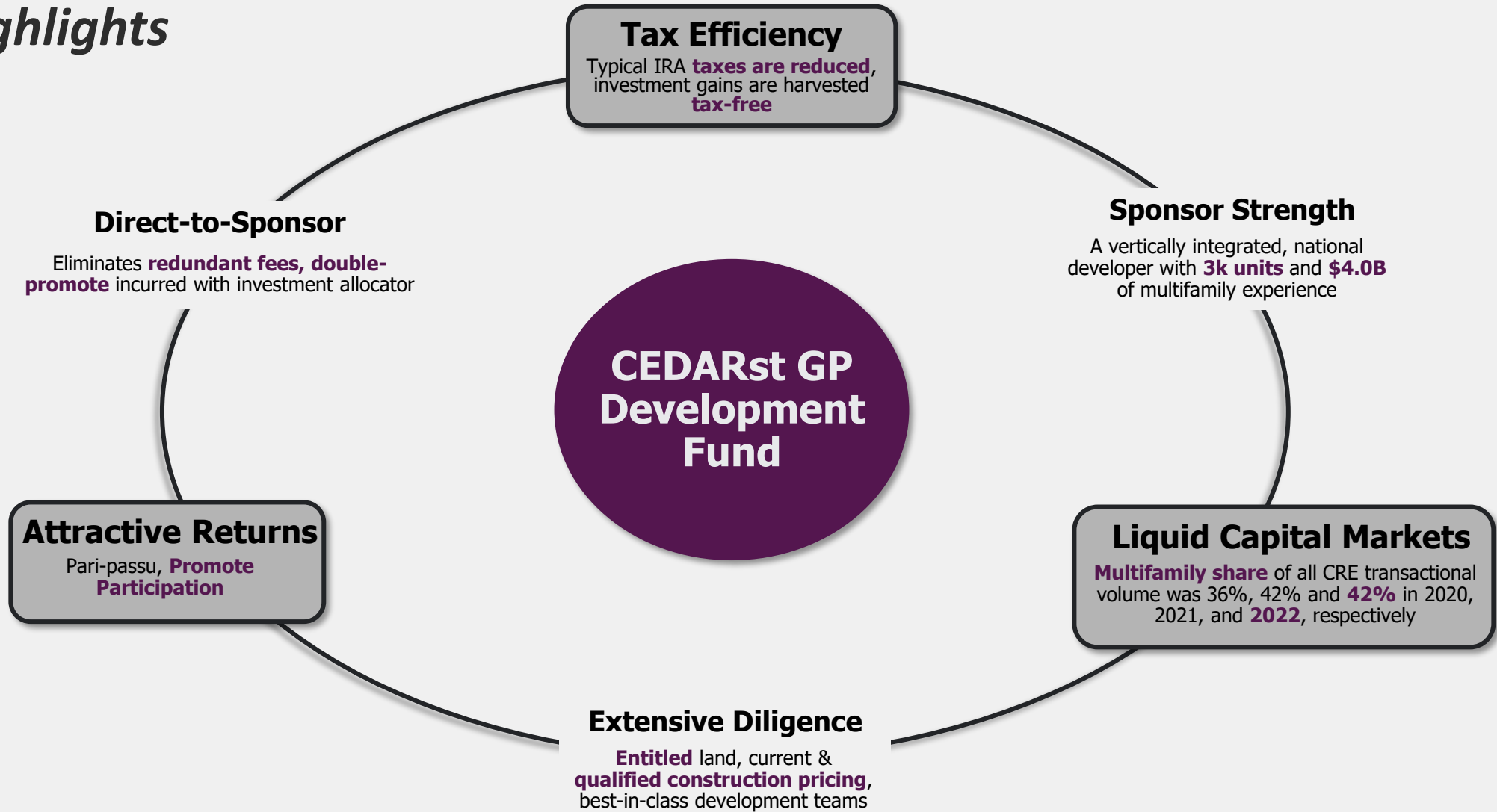
Policy

- Local governments pushing **by-right entitlements** under inclusionary zoning paradigms.
- Federal **infrastructure spending** is concentrated in certain markets, easing cost of private development.
- Fannie Mae and Freddie Mac remain **engines for liquidity** unique to the national multifamily sector.

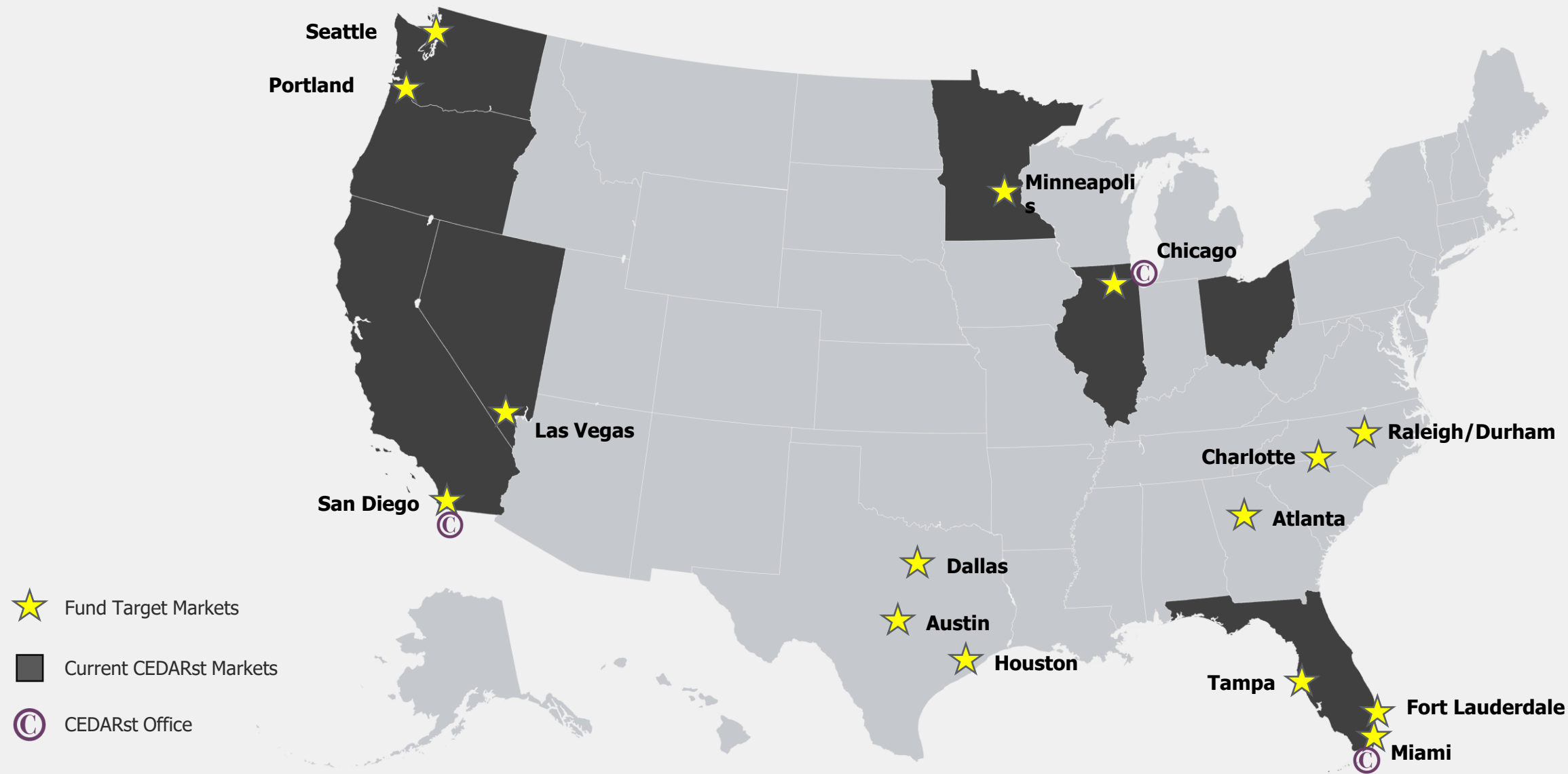
CEDARst believes the critical shortage of housing supply in America presents a generational opportunity to create value while addressing a social need.

Systemic factors have led to undersupply of all housing types, while economic factors drive demand to the rental sector. As housing affordability has gained political prominence, new policy is easing development in the most constrained markets.

Fund Highlights



Target Markets



Pipeline Averages (2024-2028)			
Market	Rank	Exist. Inv.	Delivery % of Inventory
Ventura - CA	1	35,556	0.29%
Sacramento - CA	2	138,486	0.41%
Los Angeles - CA	3	1,011,156	0.41%
East Bay - CA	4	187,667	0.44%
San Francisco - CA	5	179,116	0.44%
Orange County - CA	6	248,656	0.55%
Detroit - MI	7	226,530	0.64%
Saint Louis - MO	8	142,217	0.66%
San Diego - CA	9	273,444	0.71%
Pittsburgh - PA	10	102,621	0.71%
Cincinnati - OH	11	136,675	0.88%
Inland Empire - CA	12	170,083	0.89%
Norfolk - VA	13	121,143	0.91%
Baltimore - MD	14	205,276	0.94%
Houston - TX	15	680,800	0.99%
Chicago - IL	16	544,862	1.11%
New York - NY	17	1,533,565	1.21%
Las Vegas - NV	18	180,922	1.28%
Atlanta - GA	19	486,944	1.43%
Dallas-Fort Worth - TX	20	825,977	1.47%
Portland - OR	21	221,911	1.51%
San Jose - CA	22	156,143	1.57%
Indianapolis - IN	23	162,145	1.63%
Washington - DC	24	552,973	1.64%
Philadelphia - PA	25	347,538	1.67%

Rent Growth Averages (2024-2028)		
Market	Rank	Rent Growth - Avg.
Detroit - MI	1	4.84%
Norfolk - VA	2	4.80%
San Jose - CA	3	4.64%
Sacramento - CA	4	4.13%
Orange County - CA	5	4.08%
Cincinnati - OH	6	3.98%
Las Vegas - NV	7	3.97%
San Diego - CA	8	3.95%
Inland Empire - CA	9	3.94%
Boston - MA	10	3.90%
San Francisco - CA	11	3.86%
Tampa - FL	12	3.83%
Saint Louis - MO	13	3.82%
Baltimore - MD	14	3.70%
Richmond - VA	15	3.68%
Ventura - CA	16	3.65%
Charleston - SC	17	3.57%
Chicago - IL	18	3.57%
Columbus - OH	19	3.55%
Indianapolis - IN	20	3.53%
Washington - DC	21	3.52%
East Bay - CA	22	3.48%
Palm Beach - FL	23	3.43%
Seattle - WA	24	3.43%
Northern New Jersey - NJ	25	3.42%

Market Cap Rate Averages (2024-2028)		
Market	Rank	Market Cap Rate
Orange County - CA	1	4.07%
San Francisco - CA	2	4.22%
San Diego - CA	3	4.37%
San Jose - CA	4	4.41%
Ventura - CA	5	4.49%
Phoenix - AZ	6	4.53%
Seattle - WA	7	4.56%
Los Angeles - CA	8	4.59%
Palm Beach - FL	9	4.73%
East Bay - CA	10	4.80%
Inland Empire - CA	11	4.86%
Las Vegas - NV	12	4.90%
Denver - CO	13	4.92%
Boston - MA	14	4.92%
Salt Lake City - UT	15	4.92%
Orlando - FL	16	4.93%
Sacramento - CA	17	4.97%
Charlotte - NC	18	5.01%
Raleigh - NC	19	5.03%
Austin - TX	20	5.03%
Miami - FL	21	5.04%
New York - NY	22	5.10%
Long Island - NY	23	5.13%
Portland - OR	24	5.15%
Fort Lauderdale - FL	25	5.22%

*Data from CoStar

San Diego Market Highlights



4135 Park Blvd – San Diego, CA – 190 Units, Under Construction - Not a Fund Investment

Rent Growth: #8 Nationally
(2024-28)⁴

3.95%

High Cost of Homeownership:

San Diego is among the top 10 least affordable cities in the U.S. with an average listed home price of \$873,000 as of July 2023. A family earning an average household income could expect to spend 57% of their income on housing costs.¹ As a result, 52% of households in San Diego are renters, far above the national average of 35%.²

Supply & Demand Imbalance:

The City of San Diego is forecasted to need 14,715 new units built per year through 2029 to accommodate its residents, far outpacing historical deliveries which have averaged 4,400 per year since 2005.³ In addition, San Diego has one of the lowest shares of deliveries as a percentage of existing inventory among major metros.⁴

Favorable Development Incentives:

San Diego adopted the Complete Communities program in 2020, which offers developers an opportunity to develop extremely dense projects through increased floor area ratios and no limitations on density in certain Transit Priority Areas to increase housing production.⁵

Resilient Rent Growth:

San Diego’s rent growth has topped the national average in 19 out of the last 23 years, the most frequent in the U.S., which demonstrates strong historical risk-adjusted returns.⁶ San Diego is expected to realize an average of 4% rent growth over the next 5 years.⁴

Pipeline to Inventory: #9 Nationally
(2024-28)⁴

0.71%

Market Cap Rate: #3 Nationally
(2024-28)⁴

4.37%

(1) RealtyHop. (2) U.S. Census Bureau. (3) California Department of Housing and Community Development; City of San Diego. (4) CoStar. (5) City of San Diego. (6) RealPage Market Analytics.

Las Vegas Market Highlights



The Presley – Las Vegas, NV – 200 Units, Predevelopment - Not a Fund Investment

Rent Growth: #7 Nationally
(2024-28)⁵

3.97%

Economic Growth:

In 2022, Las Vegas experienced 6% job growth, outpacing the national average of 3%. Furthermore, Las Vegas job growth is expected to outpace the national average by 16% over the next decade. Las Vegas has diversified its economy beyond hospitality and entertainment, with less than 25% of the overall economy dependent on these industries.¹

Tax / Business Friendly State:

Nevada is one of eight states that has no personal income tax making it attractive to people coming from high tax states. It has been ranked as the best state to do business in the Western U.S. thanks to its business-friendly reputation.² As a result, Nevada has been able to attract high-profile corporate hubs for companies such as Tesla and Google.

Population Growth:

Over the last 10 years, the Las Vegas MSA has experienced a total increase in population of 793,000 people, or an annual growth rate of 3.33%. By 2040, Clark County is expected to grow by 698,000 residents. Additionally, Las Vegas has a high proportion of renters with 43.3% compared to the national average of 35%, further making it an attractive multifamily market.³

Infrastructure:

Nevada ranked first in the U.S for infrastructure, including bridge and road quality, public transit usage, and commute times. Its strong infrastructure has enabled Las Vegas to handle population growth and attract new NHL and NFL teams, with an MLB team expected to make the move before 2027.⁴

Pipeline to Inventory: #18 Nationally
(2024-28)⁵

1.28%

Market Cap Rate: #12 Nationally
(2024-28)⁵

4.9%

(1) U.S. Bureau of Labor Statistics. (2) Las Vegas Global Economic Alliance. (3) World Population Review. (4) U.S. News and World Report. (5) CoStar.



FLATS at Adams: Identified Investment*

Address	2821 Adams Ave & 4677-4685 Idaho St	Total Cost	\$92.0MM
Market	San Diego, CA	Fund Equity	\$5MM-\$10MM
Site (Land Size)	24,500 SF 0.56 Acres	Construction Start	December 2024
Total Gross Area	234,735 SF	Construction End	August 2026
Residential	198 Units 125,003 RSF	Stabilization	April 2027
Parking Ratio	193 Stalls 0.97:1	Entitlement Status	By-Right
Commercial	None	Design Progress	Concept Design

Investment Highlights

SUMMARY

- Located within Adams Avenue corridor in San Diego’s North Park submarket, walkable to:
 - 30+ restaurants, Trolley Barn Park, Sri Chinmoy Gardens
- North Park is a highly walkable neighborhood with restaurants, cafes, shops, theatres, and music venue
- Walk Score of 93 out of 100: “Walker’s Paradise”
- Comprised of three parcels on a hard corner with 140 feet of street frontage on Adams Ave

DEMOGRAPHICS

- One-mile Radius: Avg. household income of \$97,340
- One-mile Radius: 71.6% of households rent vs. own
- North Park: \$887,131 Median Home Value
- San Diego: 10-year forecast for household income growth is 27% higher than U.S. average

TEAM

- Architect: AC Martin
- Contractor: Suffolk
- Summary: CEDARst has effectively partnered with Suffolk on a project in San Diego’s North Park neighborhood and is currently working with AC Martin on two other San Diego projects.

*Not yet an asset of the Fund



FLATS Mission Hills: Target Investment*

Address	3555 Keating St	Total Cost	\$64.6MM
Market	San Diego, CA	Fund Equity	\$5MM-\$10MM
Site (Land Size)	21,062 SF 0.48 Acres	Construction Start	February 2025
Total Gross Area	172,555 SF	Construction End	October 2026
Residential	136 Units 85,875 RSF	Stabilization	June 2027
Parking Ratio	153 Stalls 1.13:1	Entitlement Status	By-Right
Commercial	None	Design Progress	Schematic Development

Investment Highlights

LIFESTYLE

- Located withing the San Diego Avenue Commercial District:
 - 11 restaurants, three bars within three blocks
- Walking distance to Washington Street Commercial District:
 - 35 restaurants, 2 grocers
- Two trolley stops from Little Italy Commercial District:
 - Fine dining, trendy cocktail bars, chic retail, music venues, and Waterfront Park on the harbor

DEMOGRAPHICS

- Median Household Income of \$111,000
- 72% of adults have bachelor’s degree or higher compared to 31% nationwide
- \$800,000 Median Housing Value within a 1-mile radius

CULTURE

- Walkability to Presidio Park, Pioneer Park, Old Town San Diego Cultural Center, National Comedy Theatre
- Light Rail station within 0.2 miles, serving:
 - CBD, Petco Park, Gaslamp District
 - Pacific Beach
 - UCSD, UTC employment nodes
 - U.S./Mexico Border
 - San Diego State University (36,000 students)

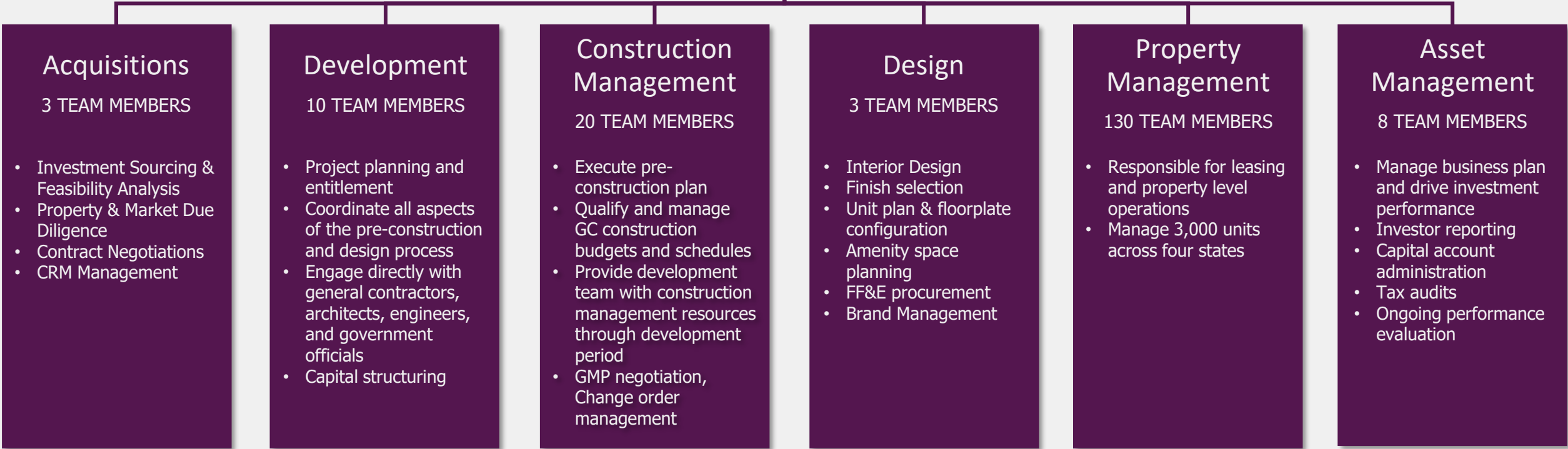
*Not yet an asset of the Fund

About CEDARst

CEDARst Companies

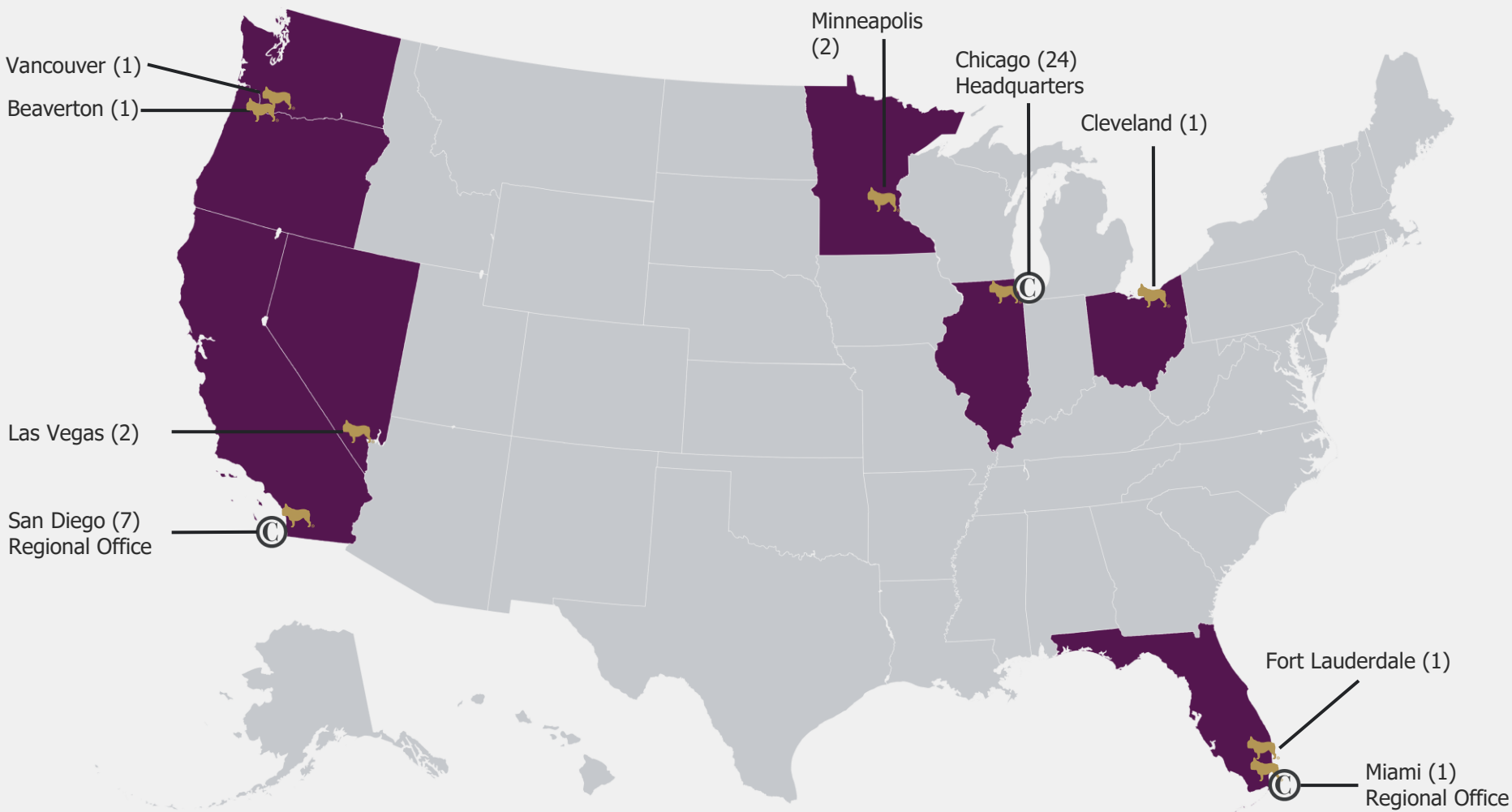
\$4.0B Asset Value*

35+ ASSETS

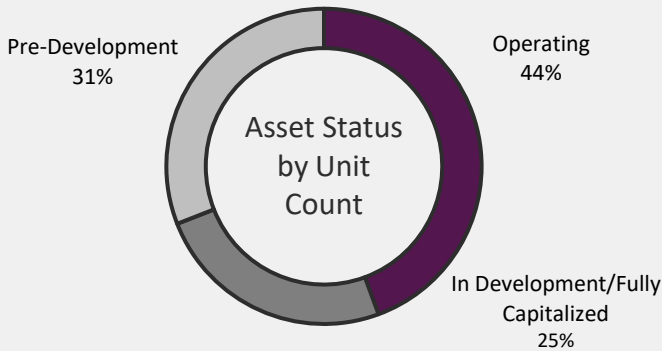


*As of October 1, 2023.

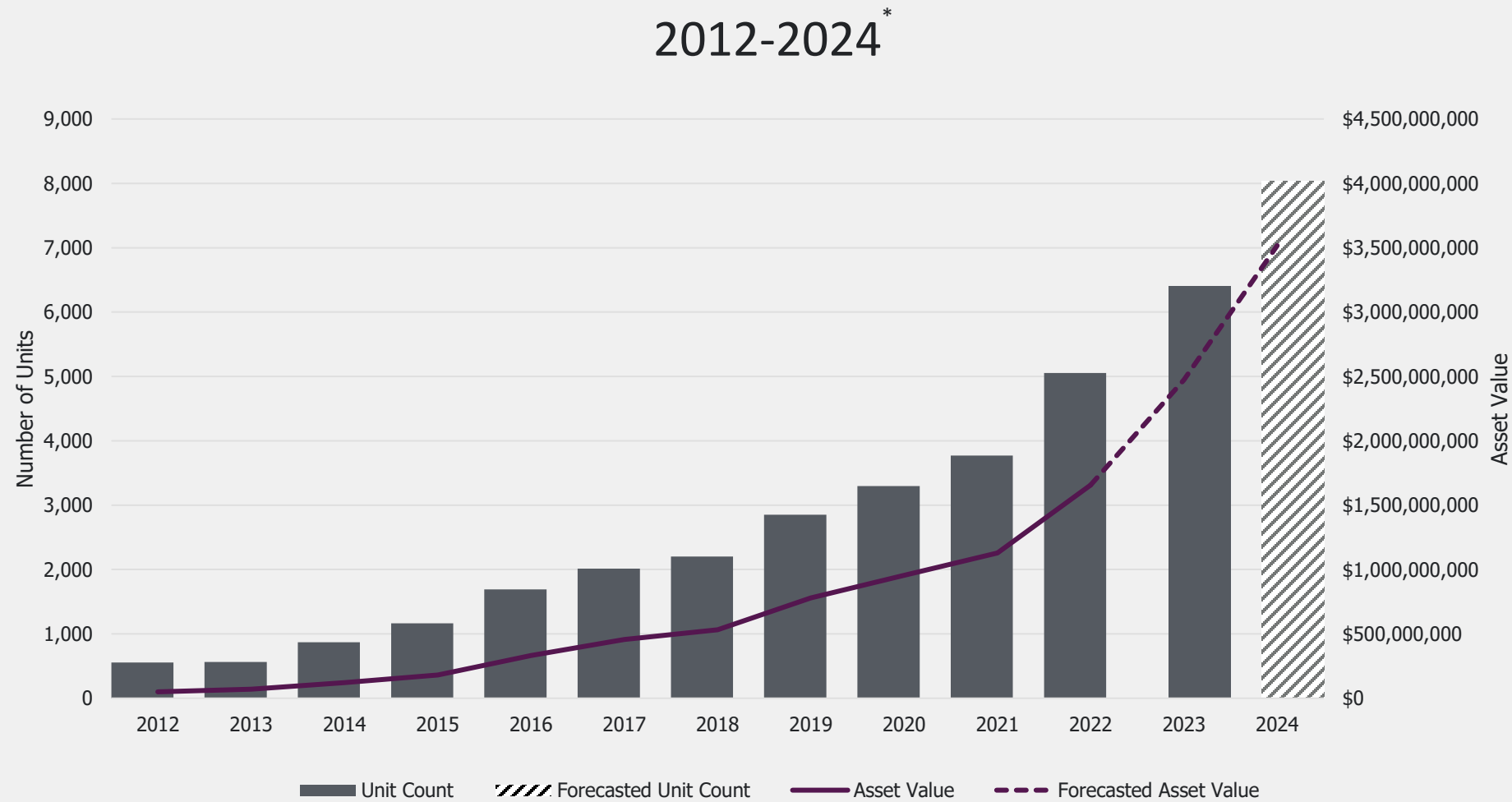
Sponsor By The Numbers



2009 ESTABLISHED	4 FUNDS
\$4.0B ASSET VALUE	3 OFFICES
35+ ASSETS OWNED & OPERATED	170+ EMPLOYEES
6K+ UNITS OPERATING, UNDER CONSTRUCTION, OR IN PRE- DEVELOPMENT	



CEDARst Growth Trend



Note: Unit totals include sold assets and assets currently under development. Asset Value = Assets Currently Owned

**Most recent asset value is as of October 1, 2023. All asset values were determined in accordance with CEDARst valuation policies. Please see the Risks & Disclosures for important information regarding forecasts.*

CEDARst Leadership

Alex Samoylovich

FOUNDER, MANAGING PARTNER

Alex is a founder and Managing Partner of CEDARst Companies. Since the inception of CEDARst, he has sourced, invested in, and managed hundreds of transactions and has been instrumental in the development value of over \$4 billion. Prior to entering real estate, he was an accomplished equity and options trader. Mr. Samoylovich has also founded Livly, a property technology company that enables seamless living between residents and property management via software. In 2016, Alex was named one of Crain’s 40 under 40.

Will Murphy

FOUNDER, MANAGING PARTNER

Will is a founder, CEO, and Managing Partner of CEDARst Companies. He is responsible for all aspects of the development process and the ongoing management of its portfolio. Will has over 20 years of commercial real estate experience in development and finance, transacting on over \$5 billion, across all major asset classes and domestic markets. Will holds degrees in real estate and finance from the Business School at The University of Wisconsin - Madison. He is a frequent speaker at engagements including the Wisconsin Real Estate Alumni Association, REIA and the Urban Land Institute. He serves as a member of both the Graaskamp Advisory Board and Badgers in Finance.

Mark Heffron

FOUNDER, MANAGING PARTNER

Mark is a founder, CDO, and Managing Partner at CEDARst Companies and is responsible for the execution of all CEDARst developments. Mark supervises design, construction, and development operations while creatively evolving the principles that make CEDARst’s branded multi-family product stand out against the competition. With over 17 years of experience, he has successfully completed a variety of award-winning urban revitalization projects that consist of historic preservation, new construction, or both. More specifically, he has specialized expertise in unique renovation and infill projects requiring innovative financing techniques and Historic Tax Credits. Mark graduated from The University of Wisconsin with a degree in Industrial Engineering with a Certificate in Business.

Patrick Madison

CHIEF FINANCIAL OFFICER

Patrick is the CFO of CEDARst Companies. Patrick is responsible for the oversight of the Finance, Accounting, HR, and IT departments. Patrick comes to us with 15 years of diverse financial, operations, and systems management background in real estate, manufacturing, distribution, healthcare, and food service. Patrick graduated with both a Bachelor’s & Master’s in Accounting (MAS) from the University of Illinois at Champaign/Urbana and both a Master’s in Business Administration (MBA) and Master’s in Information Systems (MIS) from the University of Illinois at Chicago. Patrick is a certified public accountant (CPA) in the state of Illinois. Patrick is a US Army Veteran and served overseas in Operation Iraqi Freedom.

About CEDARst

Executive leadership team has over 75 years of experience within the real estate industry and has successfully invested and developed over \$4B worth of commercial real estate with a focus on multifamily. Since its inception, CEDARst has raised over \$1B of equity capital for investment execution.

Leadership



Alex Samoylovich
CO-FOUNDER, MANAGING
PARTNER



Will Murphy
CO-FOUNDER, CEO



Mark Heffron
CO-FOUNDER, CDO

Acquisitions, Development, and Asset Management



Kit Barmeyer
MANAGING DIRECTOR,
DEVELOPMENT



Griffin Epping
DIRECTOR,
ACQUISITIONS



Evan Basse
ASSOCIATE,
ACQUISITIONS



Max Dooley
FINANCIAL ANALYST,
ACQUISITIONS



Blake Ripley
FINANCIAL ANALYST,
ACQUISITIONS



Samantha Nahimov
FINANCIAL ANALYST



George Schelble
FINANCIAL ANALYST

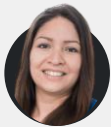
Accounting



Patrick Madison
CHIEF FINANCIAL
OFFICER



Kenny Kamps
DIRECTOR OF
ACCOUNTING



Erika Sancen
CONTROLLER



Lynda Leigh
DEVELOPMENT MANAGER



Tim Grimms
DEVELOPMENT MANAGER

Design & Development



Bryana Yergler
DEVELOPMENT MANAGER



Heather Fritz
CREATIVE & INTERIORS
DIRECTOR



LeAnn Ditter
INTERIOR DESIGN
ASSOCIATE



CEDARst Development

CEDARst Development is a national multifamily developer bringing class-A housing product to in-fill communities throughout the United States. Targeting projects between \$75 - \$200M in total cost, CEDARst has delivered wrap, podium, and type-I high rise product.

Since inception in 2009, CEDARst has successfully developed or invested in over 65 assets totaling approximately 7,500 units across eight states. Its current portfolio consists of over 6,000 units stabilized and under development.

CEDARst is headquartered in Chicago with regional offices in San Diego and Miami.



Method Construction

Method Construction serves as the in-house general contractor for small-scale (\$30M-\$50M) CEDARst developments located in Chicago.

The Method team supports CEDARst developments by managing third-party general contractor relationships and driving executional excellence via deep subject-matter expertise.

Over the last 10 years, Method has billed over \$500M in aggregate construction volume.



FLATS Property Management

FLATS® is the in-house property management and lifestyle brand at CEDARst that delivers *Big Style in Smart Spaces*. The FLATS brand is defined by an inclusive, community-driven ethos that offers residents luxury amenities and refined apartments at an approachable price point.

The property management team creates a superior community experience and encourages residents to live the FLATS life to the fullest. Property management collaborates with local fitness trainers, artists, musicians, and business owners to program regular events and partnerships for the benefit of residents and the greater community.

Partnerships



Completed Developments



*Projects shown are Indicative only -
not Fund Investments*

Current & Future Developments



Projects shown above are Indicative only and are not Fund Investments



Exhibit A: Sample Organizational Chart

Sample Organizational Chart

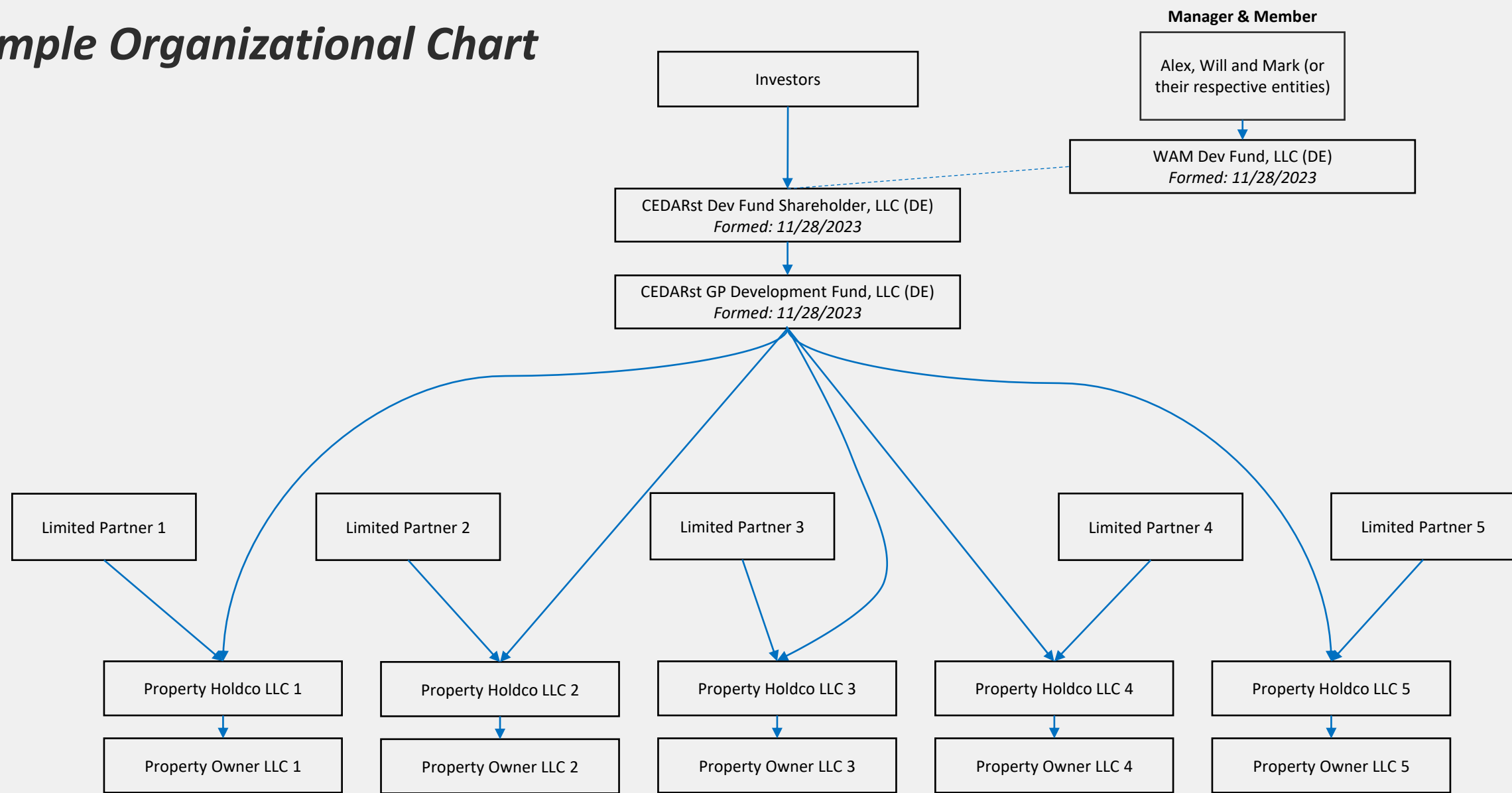


Exhibit B: FLATS at Adams

		Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	
Total Cash Flow Available for Distribution		-46,920	-563,044	-29,575,220	-6,626,130	1,238,960	99,617,791	
GP Contribution		-46,920	-563,044	-4,390,035	0	0	0	
LP Contribution		0	0	-25,185,185	-6,626,130	0	0	
LP Tier 1 Hurdle		Cap Splits						
Cash Flow to LP		86.4%	0	0	-25,185,185	-6,626,130	1,070,675	39,549,012
Cash Flow to GP Equity		13.6%	-46,920	-563,044	-4,390,035	0	168,285	6,216,186
GP Promote		0.0%	0	0	0	0	0	0
Total Contributions/Distributions		-46,920	-563,044	-29,575,220	-6,626,130	1,238,960	45,765,199	
Cash Flow to Tier 2		0	0	0	0	0	53,852,593	
LP Tier 2 Hurdle		Cap Splits						
Tier 2 Cash Flow to LP Cumulative		69.1%	0	0	-25,185,185	-6,626,130	1,070,675	44,207,650
Tier 2 Cash Flow to GP Equity		13.6%	0	0	0	0	0	915,287
Tier 2 GP Promote		17.3%	0	0	0	0	0	1,164,660
Total LP Distributions Through Tier 2		0	0	-25,185,185	-6,626,130	1,070,675	44,207,650	
Total GP Equity Distribution Through Tier 2		-46,920	-563,044	-4,390,035	0	168,285	7,131,474	
Total GP Promote Through Tier 2		0	0	0	0	0	1,164,660	
Total Contributions/Distributions Through Tier 2		-46,920	-563,044	-29,575,220	-6,626,130	1,238,960	52,503,783	
Cash Flow to Tier 3		0	0	0	0	0	47,114,008	
LP Tier 3 Hurdle		Cap Splits						
Tier 3 Cash Flow to LP Cumulative		60.5%	0	0	-25,185,185	-6,626,130	1,070,675	49,357,449
Tier 3 Cash Flow to GP Equity		13.6%	0	0	0	0	0	1,156,327
Tier 3 GP Promote		25.9%	0	0	0	0	0	2,207,057
Total LP Distributions Through Tier 3		0	0	-25,185,185	-6,626,130	1,070,675	49,357,449	
Total GP Equity Distribution Through Tier 3		-46,920	-563,044	-4,390,035	0	168,285	8,287,800	
Total GP Promote Through Tier 3		0	0	0	0	0	3,371,716	
Total Contributions/Distributions Through Tier 3		-46,920	-563,044	-29,575,220	-6,626,130	1,238,960	61,016,965	
Cash Flow to Tier 4		0	0	0	0	0	38,600,826	
LP Tier 4 Hurdle		Cap Splits						
Tier 4 Cash Flow to LP Cumulative		51.9%	0	0	-25,185,185	-6,626,130	1,070,675	69,372,105
Tier 4 Cash Flow to GP Equity		13.6%	0	0	0	0	0	5,243,065
Tier 4 GP Promote		34.6%	0	0	0	0	0	13,343,104
Total LP Distributions Through Tier 4		0	0	-25,185,185	-6,626,130	1,070,675	69,372,105	
Total GP Equity Distribution Through Tier 4		-46,920	-563,044	-4,390,035	0	168,285	13,530,866	
Total GP Promote Through Tier 4		0	0	0	0	0	16,714,820	
Total Contributions/Distributions Through Tier 4		-46,920	-563,044	-29,575,220	-6,626,130	1,238,960	99,617,791	
GP Total Cash Flow Through Tier 4		-46,920	-563,044	-4,390,035	0	168,285	30,245,686	
								Year 0
								Year 1
								Year 2
								Year 3
								Year 4
								Year 5
Property Level Cash Flows		-46,920	-563,044	-29,575,220	-6,626,130	1,238,960	99,617,791	
CEDARst GP Development Fund*		-46,920	-563,044	-4,390,035	0	168,285	13,530,866	
CEDARst GP Development Fund Share of GP Promote (20%)		0	0	0	0	0	3,342,964	
Total CEDARst GP Development Fund Cash Flow		-46,920	-563,044	-4,390,035	0	168,285	16,873,830	
*14% Pro-rata, pari-passu								
Gross Return Breakdown (5-Year Hold)								EM
Project-Level								IRR
CEDARst GP Development Fund								2.74x
Increase in Return From Share of GP Promote								37.45%
								3.41x
								0.67x
								3.33%

Note: Assumes GP receives 20% over a 9% IRR, 30% over a 13% IRR, and 40% over a 17% IRR.

CEDARst™

CONFIDENTIAL | DO NOT DISTRIBUTE

CEDAR_{st}TM
