



EXECUTIVE SUMMARY OF OFFERING TERMS

This Executive Summary (this “**Summary**”) is being furnished to you in connection with that certain Private Placement Memorandum dated as of June 12, 2018 (the “**Memorandum**”), describing an offer and sale (the “**Offering**”) by **CELESTE SUITES LLC**, an Illinois limited liability company (the “**Company**”), of up to Two Thousand Five Hundred (2,500) “Class A” membership units of the Company (each a “**Unit**” and collectively, the “**Units**”) being made to you. Capitalized terms used and not defined in this Summary have the meaning given such term in the Memorandum.

This Summary is intended to identify certain key terms of the Offering and the Units. **This Summary is intended for quick reference ONLY and is NOT intended to be complete.** The Memorandum and the other “Subscription Documents” (as defined in the Memorandum) describe numerous aspects of the Company and the Units that are considered material in more detail, including the rights, obligations, and risks to you in connection with the Offering and an investment in the Units. **You are strongly urged to read the Memorandum and each of the other Subscription Documents in their entirety and NOT to rely upon this Summary.**

- **Summary of the Company and the Project:** (For a more detailed discussion, see Article II of the Memorandum)
 - **Investment Description:** The Company desires to allow for outside equity investment in the Building (as defined below) by selling the Units made part of the Offering. The Company has owned, managed and operated the Building since January 30, 2015 and the Building is currently cash-flowing, and profitable.
 - **Project Description:** The Company currently owns and operates the mixed use property located at 739 North Wells Street, Chicago, Illinois 60654 (the “**Building**”). The Building consists of three (3) separate floors and a basement. The top two (2) floors of the Building (the “**Residential Parcels**”) are zoned as residential units and the Company currently operates, and leases out, the Residential Parcels as short-term, luxury, rentals. The first floor and the basement of the Building (each a “**Retail Space**”) are zoned as commercial units and the Company currently operates, and leases out, each Retail Parcel to a commercial tenant on a long-term basis.

To better utilize the Retail Spaces, the Company desires to make certain improvements (the “**Improvements**”) to the Retail Spaces which are anticipated to cost, in the aggregate, approximately One Hundred Thousand Dollars (\$100,000) (all such costs, the “**Improvement Costs**”) and are expected to be completed no more than four (4) months from the closing of the Offering. The Company intends to use a portion of the Offering Proceeds to fund the Improvement Costs. However, the Managers have already commenced the Improvements and, upon closing of the Offering, it is intended that the Managers will be fully reimbursed for all such previously funded Improvement Costs from the proceeds of the Offering (if any).

The Building is currently cash-flowing and profitable. While the Company maintains no ongoing lease with respect to either of the Residential Parcels, the Company currently generates significant positive cash-flow from the continued short-term rental of each of the Residential Parcels and intends to continue to operate the Residential Parcels in the same manner for the foreseeable future. Each of the Retail Spaces is *(or otherwise will be upon completion of the Improvements, as discussed below)* fully occupied pursuant to a long term, triple-net, lease and is expected to be *(or otherwise remain)* cash-flowing for the foreseeable future. It should however be noted that, to better position the Building for an acquisition opportunity *(as discussed below)*, the Company has elected to lease each Retail Parcel to a related entity rather than an outside party. While each Retail Space tenant will be expected to pay rent/expenses pursuant to, and otherwise act in accordance with, their respective lease agreement, the primary intent of leasing the Retail Spaces to related rather than outside parties is to provide the Company with the flexibility to be able to easily terminate such leases in the event someone desires to acquire the Building in the near future. That being said, the Company may consider leasing one or both of the Retail Spaces to an outside party *(on a short or long-term basis)* in the future if it is in the best interest of the Company *(as determined by the Managers)*.

The Company internal valuation as to the current market value of the Building is approximately \$3.75 Million. The Building is however currently encumbered by two (2) loans *(such loans, individually and collectively, the “Debt”)* in the aggregate principal amount of approximately \$1.53 Million as of the date of the Memorandum. As a result, as of the date of the Memorandum the Company estimates the net value of the Building to be \$2.22 Million. However, the Company believes the current fair market value of the Building does not represent the true value of the property and that the anticipated future use of the Building as an acquisition prospect must also be considered.

The Building is located in an area which has recently become dominated by mixed-use high-rise developments; several of which are currently being constructed. As the lot the Building sits on is zoned DX-5 *(i.e. suitable for mixed-use high-rise developments)* the Company believes the Building is an ideal candidate to be purchased *(along with surrounding smaller lots)* in the near future, at a significant profit, in connection with a new high-rise development. While there is no guarantee such acquisition will occur, or that any such acquisition will result in a significant profit to the Company, the Company’s plan is to own and operate the Building until it is able to sell the Building for a significant profit.

As used herein, the term “**Project**” refers to the Company’s ownership, management, maintenance and eventual sale of the Building, including all matters related to Building leases *(individually and collectively, the “Building Leases”)* and any successor lease.

The “Supplementary Offering Materials” *(as defined in the Memorandum)* made available to you contain certain financial statements and other information regarding the current and expected ownership and operation of the Building.

- Company Description: The Company is an established Illinois entity which has owned and managed the Building since January 30, 2015.
- Management: The Company is, and will be, managed by GORIANA ALEXANDER and MICHAEL HORRELL *(each such person being referred to herein individually as a*

“**Manager**” and collectively as the “**Managers**”). For the avoidance of doubt, the Managers are “Class B Members” (as defined in the Memorandum) and own the overwhelming majority of the “Class B” membership units of the Company.

In addition to the Managers there may be certain other officers of the Company (individually and collectively, the “**Officers**”) appointed from time to time to assist the Manager in the day to day operations of the Company and/or the Project. That being said, other than the Managers of the Company does not currently have any Officers or full time employees.

The Operating Agreement outlines the rights, duties, responsibilities, obligations and powers of the Managers and the other Officers of the Company and **you are strongly urged to consult the Operating Agreement for a detailed description of the same.**

○ Offering Expenses:

In connection with the Offering, the Company will pay, or otherwise be required to pay, the following (the “**Offering Expenses**”):

- a service fee to be paid to VestLo, as compensation for certain portal and related services performed in connection with posting, facilitating and conducting the Offering; and
- certain legal, accounting, marketing, and professional/consultant fees, and other expenses, in connection with the negotiation, documentation and marketing of the Offering.

The Company intends to pay such Offering Expenses, in part, from the income received by the proceeds of the Offering, HOWEVER, all amounts paid by purchasers of the Units will be deemed to have been paid, and will be recorded in the books and records of the Company, in full, without offset for the payment of such expenses by the Company.

○ Ongoing Operating Costs:

In addition to the Offering Expenses and the Improvement Costs, it should be noted that the Company anticipates that it will likely incur certain other fees and expenses related to the Project (the “**Operating Costs**”). Such Operating Costs may include the payment of:

- costs and expenses related to the continued rental of the Building (including certain broker fees to be paid in connection with the rental of such units);
- principal and interest payments to be made with respect to the Debt;
- salaries, benefits and other amounts payable to the Managers and/or the Officers and such other employees and/or consultants retained by the Company from time to time (if any); and
- certain related legal, accounting, marketing, and professional/consultant fees, and other expenses.

The amount and type of all Operating Costs incurred by the Company will be at the sole discretion of the Managers and the Company intends to pay such Operating Costs from the proceeds (if any) generated by the operation of the Building (including the amounts to be received from the Building Leases). As an expense of the Company, the full amount of all such accrued and unpaid Operating Costs will be required to be paid

prior to any distributions being made by the Company to its members. **As a result, and for the avoidance of doubt, the members of the Company (including the holders of the Units) will not be eligible to receive distributions from the Company unless and until all Operating Costs have been fully paid.**

- Capitalization: It is anticipated that, following the closing of the Offering:
 - the investors purchasing Units will, collectively, own:
 - in total, one hundred percent (100%) of the issued and outstanding “Class A” membership units of the Company; and
 - in total, approximately six and 68/100ths percent (6.68%) of the total issued and outstanding equity interests of the Company; and
 - the Class B Members will, collectively, own one hundred percent (100%) of the issued and outstanding “Class B” membership units of the Company and, in total, approximately ninety-three and 32/100ths percent (93.32%) of the total issued and outstanding equity interests of the Company.

It should be noted that the percentages above are estimates based on the assumption that the full proposed amount of the Offering is raised, and that the Offering is closed, and are thus subject to change. The final percentages will be calculated on the Closing Date based on the total amount of Units actually purchased.

- Material Ownership: As of the date of the Memorandum, GORIANA ALEXANDER and MICHAEL HORRELL (*i.e. the Managers*) are the only persons who hold ten percent (10%) or more of the “Class B” membership units (*i.e. the voting equity interests*) of the Company.

- **Summary of the Offering:** (*For a more detailed discussion, see Article III of the Memorandum*)

- Offered Securities: The Company is offering to sell up to 2,500 Units (*i.e. \$250,000 worth of Units*).
- Offer Price: \$100 per Unit.
- Min./Max. Investment Amount Per Investor: Minimum: 1 Unit (*i.e. \$100*). No fractional Units are being offered for sale. Maximum: 50 Units (*i.e. \$5,000*), unless the investor qualifies as an “Accredited Investor” (*as defined in the Memorandum*) in which case such maximum investment amount would not apply.
- Min./Max. Offering Amount: Minimum: \$125,000 Maximum: \$250,000
- Eligible Investors: The Offering will only be made to, and available for investment by, residents of the State of Illinois.
- Cancellation Right: **You may cancel your submitted subscription to purchase Units (in whole or in part) any time during the first five (5) business days from the date the Purchase Amount has been paid to the Escrowee.** This cancellation right may be exercised by timely notifying the Company of your intent to cancel. If this cancellation right is

timely exercised, any payments made by you with respect to the Units (*or cancelled portion thereof*) will be promptly refunded to you, without interest. If this cancellation right is not timely exercised, it will be deemed waived.

- Investment Term: **INDEFINITE.** There is no planned or expected exit strategy with respect to the sale (*or other transfer or divestment of*) of any of the Units which are the subject of the Memorandum and the other Offering Documents.

Notwithstanding the forgoing, it is the Company's intent to sell the Building (*as a whole*), and/or its rights with respect thereto, within five (5) years, or at such later time as it makes the most economic sense to the Company and its members (*as determined by the Managers*).

- Escrowee/
Escrow: FREEBORN & PETERS LLP will act as the escrowee (*the "Escrowee"*) for the Offering. Any and all payments for Units (*to the extent received*) will be deposited with the Escrowee and held, in escrow and without interest, in that certain account of the Escrowee (*the "Escrow Account"*), until the earlier of the closing or termination of the Offering; or, with respect to a particular investor, the date such investor's Unit subscription is either rejected by the Company or effectively canceled by such investor (*as discussed above*).

PLEASE NOTE, while all amounts received with respect to the purchase of Units while the Offering remains open will be held by the Escrowee, **no investor will be required to submit payment for their respective subscribed Unit(s) unless and until the Company is able to close the Offering and the Closing Notice (as defined in the Memorandum) is delivered.**

For a more detailed discussion, please see Article III, Section 2 of the Memorandum.

- Closing of
Offering: Once the Company has accepted subscriptions for Units in an amount equal to, or greater than, \$125,000, it may establish a date to close the Offering (*the "Closing Date"*), provided such Closing Date will be on or after the date which is five (5) business days after the last Unit subscription accepted by the Company.

For a more detailed discussion, please see Article III, Section 3 of the Memorandum.

- Expiration Date: The Offering is expected to expire on the earlier of (the "**Expiration Date**") means the close of business on September 30, 2018; provided that: (a) the Company may extend the period for accepting subscriptions until the date that is one (1) year from the date of the first accepted subscription for the purchase of a Unit(s) made as part of the Offering upon the election of the Company; and (b) the Offering may be withdrawn, cancelled or terminated by the Company, for any reason and without notice to any investor or potential investor, at any time prior to the Expiration Date.

- Use of Proceeds: The proceeds from the Offering will be used first to pay all Offering Expenses then to fund, or otherwise reimburse the Managers (*as defined below*) of the Company for, the Improvement Costs (*as defined below*). If, and solely to the extent, proceeds from the Offering remain after the foregoing applications, and the establishment of an Eleven Thousand Five Hundred Dollar (\$11,500) reserve for working capital for the operation of the Building, **it is intended that the Company will pay such remaining amount, in full, to the Managers as compensation for past services rendered on behalf of the Company.**

○ Potential Termination of Offering and Return of Proceeds:

The Company anticipates that the aggregate investment proceeds received by the Company from the proceeds of the Offering, together with all other capital to be received by the Company (*i.e. such funds as may be contributed by the Class B Members*), will be more than sufficient to fully cover all Offering Expenses and all Improvement Costs. Put simply, it is expected that the amount of capital received by the Company will, after payment of the Offering Expenses, be sufficient to fund the completion of the Improvements.

If, at any time prior to the Expiration Date, the Managers (*in their discretion*) determine that the aggregate amount of capital then received or receivable by Company is insufficient to fully cover all Offering Expenses and all Improvement Costs, or the completion of the Offering is not otherwise in the best interest of the Company, the Managers may cancel the Offering. In the event of such cancellation:

- any and all subscriptions to purchase Units will be deemed immediately cancelled in their entirety;
- the Company will promptly notify each previously subscribing investor of the cancellation of the Offering and their respective subscriptions;
- any payments made by a subscribing investor to the Escrowee with respect to their respective subscribed Units will be promptly refunded to such investor without interest;
- neither the Company nor VestLo (*nor any of their respective officers, directors, employees, or agents*) will have any further obligation, or any liability whatsoever, with respect to any subscribing investor in connection with such termination.

• **Summary of the Units:** (*For a more detailed discussion, see Article IV of the Memorandum*)

- Voting Rights: The Units will be NON-VOTING and will represent an economic interest in and to the Company and its assets only.
- Transfers Rights: Except as specifically permitted in the Operating Agreement or with the Managers' prior written consent, you will not be able to assign, transfer or otherwise dispose of your Units. However, the Operating Agreement does provide for several "permitted transfers" which will not require the consent of the Managers.
- Preferred Return/ Participation Percentage: As a holder of an offered Unit you will be entitled to receive a non-compounded, preferred return, on their aggregate investment amount (*or such unreturned portion thereof*) at a fixed rate, per annum, equal to six percent (6%) (*the "**Preferred Return Amount**"*). While the ability of the Company to actually make any distribution will be limited to its then amount of available (and not otherwise reserved) funds, the Company intends to make quarterly payments of the Preferred Return Amount to the Unit holders.

In addition to the Preferred Return Amount, the holders of the offered Units will, as a group, be entitled to receive up to six and 68/100ths percent (6.68%) (*as calculated pursuant to the terms of the Operating Agreement*) of any and all other distributions to be made by the Company, if any (the "**Class A Participation Percentage**"). This would include any distribution of the net proceeds received by the Company in connection with any sale of the Building.

○ General Distributions:

The Company's sole expected source of distributable cash will be the cash flow, if any, generated from the Project (*primarily from the amounts to be received from the Building Leases*). Accordingly, investors of the Units will not, and should not expect to, receive distributions unless, and until, the Company receives income from the Project. Further, distributions will be made to the Members of the Company at such time, and in such manner as, is determined by the Managers in their sole discretion. That being said, while it cannot be guaranteed, the Company anticipates that it will be able to generate sufficient net cash flow from the Building Leases to allow it to make, and that the Company will make, quarterly distribution payments of the Preferred Return Amount to the Unit holders.

To the extent authorized, all distributions of income from the Company (*including all distributions of operating income from the Building Leases and/or net proceeds from any sale of the Building*) will be distributed by the Company to its Members in the following order, proportion and priority:

- Tier 1: First, one hundred percent (100%) of all distributions will be paid to the holders of the Units (*as a group with such amount to be allocated among them, pro rata, based on their respective interests*) until each Unit holder has received cumulative distributions equal to their respective then accrued unpaid Preferred Return Amount, if any; then
- Tier 2: Second, one hundred percent (100%) of all distributions will be paid to the holders of the Units (*as a group with such amount to be allocated among them, pro rata, based on their respective interests*) until each Unit holder has received cumulative distributions equal to their respective then unpaid investment amount; then
- Tier 3: Any and all remaining amounts will be first split:
 - six and 68/100ths percent (6.68%) (*i.e. the Class A Participation Percentage*) to the holders of the Units, with such portion allocated to the Unit holders to be paid to, and among, such persons pro rata, based on their respective interests; and
 - ninety-three and 32/100ths percent (93.32%) (*i.e. 100% - the Class A Participation Percentage*) to the Class B Members with such portion allocated to the Class B Members to be paid to, and among, such persons pro rata, based on their respective interests.

For the avoidance of doubt, the Class B Members will not be entitled to receive any distributions from the Company unless and until the holders of the Units have each received an amount equal to their original investment amount respective plus the then accrued and unpaid Preferred Return Amount.

Further, the above waterfall provisions do **NOT** mean that you will, or should expect to, receive an actual return on your investment. This **ONLY** means that, to the extent the Company's ownership and operation of the Building is profitable and the Company elects to make distributions to its members, the Company will be required to pay such amounts in the order, proportion and priority provided above.

For an illustration of how the above distribution provisions work, please see Article II, Section 5 of the Memorandum.

- Tax Distributions: NONE.
 - Fiscal Year: The Company's fiscal year-end is intended to be December 31, subject to adjustment by the Managers.
 - Tax Classification: The Company has elected to be taxed as a partnership for federal income tax purposes. As a result, the Company itself will not be subject to federal income tax and, in general, as an investor you will be required to include your allocable share (if any) of the items of the Company's income, gain, loss, deduction and credit in computing your federal income tax liability, regardless of whether the Company has made corresponding distributions to you.
 - Preemptive Rights: NONE.
 - Drag Along Rights: YES. Pursuant to the Operating Agreement, if the Class B Members of the Company intend to sell all, or less than all, of their membership interests in the Company (*other than in connection with a public offering*) to a third-party, then the holders of the Units will, at the sole election of the Class B Members, be obligated to sell their Units to the same third-party purchaser on the same terms.
 - Tag Along Rights: NONE.
- **Summary of Risk Factors:** (*For a more detailed discussion, see Article V of the Memorandum*)
 - Company Risks: (*certain risks related to the Company in general*) Any investment in a company which only owns a single asset (*or single type of asset*) will be materially affected by the value of such asset and any substantial decline in the value of such asset would be detrimental to the holding company. As the Company's only material assets will be its interest in the Building and the related Building Leases, the Company's interest will not be diversified and it will be subject to a greater risk of loss than if its investments were diversified. If the value of the Building and/or any of the Building Leases is materially adversely affected, and/or otherwise fails to monetize, it will be materially detrimental to the success and profitability of the Company and you will recognize a loss of all or a part of your investment in the Units.

Without limiting the generality of the foregoing, as noted above each Retail Space has been leased to a related entity which is owned primarily by certain Class B Members/Managers (*and/or their relatives or affiliates*). Accordingly the tenant mix of the building will not be diversified and the Company will be subject to a greater risk of loss with respect to the Building Leases than if the Retail Spaces were leased to independent third-parties. In particular, because the Retail Space tenants are related entities, if the financial condition or operation of one tenant (*and/or their respective owners*) is materially and adversely affected, it will most likely materially and adversely affect the financial condition and/or operation of the other tenant. Regardless, if any event were to occur which materially impairs the ability of a Retail Space tenant to perform its obligations under its respective Building Lease, the value of such Building Lease would be materially adversely affected (if not completely lost), as would the Company's expected ongoing cash flow and its anticipated ability to make future distributions, and you may recognize a loss of all

or a part of your investment in the Units.

The Operating Agreement allows the Company's members, the Managers (*and their respective affiliates*) and the Officers to own an interest in, or otherwise be involved (*directly or indirectly*) with the management of, other companies. Further, the Company may, from time to time (*subject to the terms of the Operating Agreement*), do business with one or more entities owned by (*or otherwise affiliated with and/or under the direct or indirect control of*) one or more such related parties, provided such agreements will substantially reflect commercially reasonable terms. Notwithstanding the foregoing, contracts between the Company and such related entities have inherent conflicts of interest, will not have been the result of arms' length negotiations or third-party bidding, and may not represent industry standard terms.

Without limiting the generality of the foregoing, as noted above each Retail Space has been leased to a related entity rather than an outside party. While the Company believes that each Building Lease entered into with respect to a Retail Space reflects commercially reasonable terms (*including with respect to the amount and timing of payment of base rent and other expenses*), such Building Lease was not entered into as the result of an arms' length negotiations or third-party bidding, may not represent industry standard terms, and may not otherwise be the most profitable and/or best current use of the subject Retail Space.

Please see Article V, Section 1, of the Memorandum for additional "Company Risks," if any.

- ***Project Risks:***
(certain risks related to the ownership and operation of the Project)

The Company anticipates that the aggregate investment proceeds received by the Company (*i.e. from the proceeds of the Offering together with all outside funds received by the Company*), together with the income to be received from the Project (*including the amounts received from the Building Leases*), will be more than sufficient to fully cover all expenses of the Company (*i.e. the Offering Costs, all Improvement Costs and all initial Operating Costs*) resulting, ultimately, in certain distributions being made by the Company to you and the other investors in the Company. In the event that these assumptions prove to be inaccurate in any material respect the Project may fail to monetize and/or you may recognize a loss of all or a part of your investment in the Units.

Despite the existing Building Leases the profitability of the Project must be considered in light of the problems, expenses, difficulties, risks, and complications frequently experienced by commercial real estate landlords and developers, many of which are beyond the control of the Company and its management (*including the bankruptcy or general breach of the tenant(s) under one or more of the Building Leases*). Accordingly there is no guarantee that the Company will, or will otherwise continue to, realize any significant operating revenues, or that the Project will ultimately be profitable, and neither the Company nor the Managers make any representations or warranties regarding the prospects for success of the Company or its ownership of the Building. In the event the Project is not as profitable as expected (*for whatever reason*) you may lose all, or a substantial part, of your investment in the Units.

The operation and viability of the Project will be highly dependent on the efforts of the Managers and certain other existing key personnel of the Company. If the Company was to lose the services of such existing key personnel, or any of them

for whatever reason, and it was unable to locate suitable replacements, the viability and profitability of the Project may be materially adversely affected and you may recognize a loss of all or a part of your investment in the Units.

Please see Article V, Section 2, of the Memorandum for additional “Project Risks,” if any.

- **Market Risks:** *(certain risks related to the general marketplace where the Building is located)* Despite the existing Building Leases, in the event the Company is required to find a new/replacement tenant(s) for any portion of the Building, the Company will compete with other similarly situated *(and in some instances better capitalized)* commercial real estate landlords and developers in the Chicago and Chicagoland markets, of which there are several, to attract a suitable tenant(s). The Company’s ability to compete and to generate favorable returns will be highly dependent on the continued ability of the Company to subsequently rent the entirety of the Building at a profit. Given the potentially significant competition in such market, there is no guarantee that the Company will, or will otherwise continue to, realize any significant operating revenues, or that the Company’s ownership of the Building will ultimately be profitable, and you may lose all, or a substantial part, of your investment in the Units.

Please see Article V, Section 3, of the Memorandum for additional “Market Risks,” if any.

- **Investment Risks:** *(certain risks related to an investment in the Units)* An investment in the Units involves a high degree of risk and there is no guaranty that the Company will be profitable. As a result, you may suffer a substantial *(or even a complete)* loss of your investment in the Units.

The Units are NON-VOTING and represent only an equity interest in and to the Company and its assets. The holders of such Units will NOT, to the fullest extent permitted by applicable law, have a vote on any matter requiring the consent of the members of the Company. Accordingly you will have little to no right to exercise any control over, or otherwise offer input into, the operation of the Company and/or the Project.

As noted above, the Company intends to sell the Building *(as a whole)*, and/or its rights with respect thereto, within five (5) years, or at such later time as it makes the most economic sense to the Company and its members *(as determined by the Managers)*. That being said, there is no guaranty that such a sale of the Building can, or will, occur. Further, except for the foregoing, there is no planned or expected exit strategy with respect to the sale *(or other transfer or divestment of)* of any of the Units which are the subject of the Memorandum and the other Offering Documents. As a result, you will be expected to hold your Units for an indefinite period of time.

An investment in the Units is long-term. The Company has not registered, is not under any obligation to register, and does not intend to register the Units with any regulatory authorities at any time in the future. As a result, the Units are, and will be, extremely illiquid which materially impairs the ability of Unit holders to easily dispose of their holdings should the need arise. Further, there currently is no market for the Company’s Units and it is highly unlikely that any such market will develop in the near future. Although it may be possible, after a period of time, under certain limited circumstances and subject to the terms of the Operating Agreement, to dispose of the Units, you should not expect a market for the Units will exist at any time in the future. Accordingly, due to the restrictions on transferability of, and the lack of any market

for, the Units an investment in the Units is long-term and you will probably not be able to liquidate your investment in the Units in the event of an emergency or for any other reason (*at least not in a timely manner and/or without a substantial loss of your investment*).

The Company's sole expected source of distributable cash will be the cash flow, if any, generated from the Project. While the Company intends to pay certain distributions in the future, there can be no assurance that cash flow or profits from the Project (*or otherwise*) will allow such distributions to be made.

The Offer Price, the Minimum Investment Amount and the Minimum Subscription Amount have been arbitrarily determined by the Company's management without regard to the Company's assets or earnings or the lack thereof, book value or other generally accepted valuation criteria and does not represent, nor is either intended to imply, that the Units being offered have a market value or could be resold at that price, even if a sale were permissible.

An investment in the Units involves various income tax risks.

Please see Article V, Section 4, of the Memorandum for other "Investment Risks," if any.

- ***Additional Risks:*** (*certain additional risks which may affect the Units and/or the rights of investors in connection with an investment in the Units*)

The Units of this Offering have not been registered under the Securities Act or the Illinois Securities Act and are being sold pursuant to an exemption from registration under both the Securities Act and the Illinois Securities Act. As a result, you will not be afforded many of the protections available under the Securities Act and the Illinois Securities Act with respect to your investment in the Units.

Please see Article V, Section 5, of the Memorandum for other "Additional Risks," if any.