Name of Offeree: _____ **Memorandum No.:** _____

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

HPI REAL ESTATE FUND X LLC

Dated June 1, 2022

ACCREDITED INVESTORS ONLY

Limited Liability Company Units
$5,000 per Unit

Maximum Offering Amount: $150,000,000 (subject to increase to up to $200,000,000)
Minimum Purchase: 10 Units ($50,000)

The information in this Confidential Private Placement Memorandum, including all exhibits attached hereto (this "Memorandum"), is highly confidential and was prepared solely for use in connection with the offering of the Units described herein (the "Offering"). Recipients of this Memorandum may not distribute it or disclose the contents of it to anyone without the prior written consent of HPI Real Estate Fund X LLC, a Delaware limited liability company (the "Company"), other than to persons who advise potential investors in connection with the Offering, or otherwise use the same for any purpose other than evaluation of the Offering by such prospective investor. The recipient, by accepting delivery of this Memorandum, agrees to return this Memorandum and all documents furnished herewith to the Company or its representatives upon request if the recipient does not purchase any of the Units offered hereby or if the Offering is withdrawn or terminated. The information contained in this Memorandum is current only as of the date first set forth above and may change after that date.

THE LIMITED LIABILITY COMPANY UNITS ("UNITS") OFFERED HEREBY ARE SPECULATIVE AND INVESTMENT IN THE UNITS INVOLVES A HIGH DEGREE OF RISK. SEE "RISK FACTORS." INVESTORS MUST BE PREPARED TO BEAR THE ECONOMIC RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME AND BE ABLE TO WITHSTAND A TOTAL LOSS OF THEIR INVESTMENT. YOU SHOULD READ THIS MEMORANDUM IN ITS ENTIRETY BEFORE MAKING AN INVESTMENT DECISION.

THE UNITS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS, NOR HAS THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR ANY STATE SECURITIES COMMISSION APPROVED OR DISAPPROVED THE UNITS OR PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM OR ENDORSED THE MERITS OF THIS OFFERING. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY IN ANY JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS NOT AUTHORIZED. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE UNITS ARE OFFERED PURSUANT TO EXEMPTIONS PROVIDED BY SECTION 4(a)(2) OF THE SECURITIES ACT, REGULATION D PROMULGATED THEREUNDER, CERTAIN STATE SECURITIES LAWS AND CERTAIN RULES AND REGULATIONS PROMULGATED PURSUANT THERETO. THE UNITS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD (I) IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED PURSUANT TO AN EXEMPTION THEREFROM, AND (II) EXCEPT IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THE LIMITED LIABILITY COMPANY AGREEMENT OF THE COMPANY, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A (THE "OPERATING AGREEMENT"). CAPITALIZED BUT UNDEFINED TERMS USED HEREIN HAVE THE MEANINGS SET FORTH IN THE OPERATING AGREEMENT.

The Company has been formed (i) for the primary purpose of acquiring multifamily real properties and the improvements thereon, including those acquired by foreclosure or pursuant to a deed-in-lieu of foreclosure and any other multifamily real estate-related assets, and (ii) to take advantage of certain distressed opportunities that exist in the multi-family marketplace, including opportunities to acquire multifamily properties from distressed sellers at significant discounts to previous pricing due to the COVID-19 pandemic (collectively, the "Investments"). In each case, such properties will be acquired by the Company either directly or through special purpose entities. The Company may adjust its targeted portfolio allocation based on, among other things, prevailing real estate market conditions and the availability of attractive investment opportunities. The Company will not forego an attractive investment because it does not fit within its targeted asset class or portfolio composition.

It is anticipated that the Investments will allow for increased cash flows and values through certain capital upgrades and/or improved operations. The Investments will generally be acquired in population and employment growth corridors and in college-dependent markets that have experienced the negative effects of pandemic-related closures and hybrid remote learning as well as general over-construction. The Company expects to hold and/or operate the Investments for approximately four (4) to six (6) years and intends to target Investments that will enable the Company to generate sufficient cash flow to make at least a six percent (6.00%) annual distribution and earn a fourteen percent (14.00%) net internal rate of return ("IRR"). As used in this Memorandum, "net internal rate of return" means the average internal rate of return earned on investors' capital after deducting the payment of management fees and expenses. **There can be no assurance that any of these objectives will be achieved.**

The Company is offering for sale up to $150,000,000 of Units at a purchase price of $5,000 per Unit upon the terms and conditions set forth in this Memorandum. The Company may, in its sole discretion, increase the Maximum Offering Amount up to $200,000,000 of Units. The proceeds of this Offering (the "Offering Proceeds"), after payment of all Selling Commissions and Expenses (defined below) and deduction for Organization and Offering Expenses (defined below), are intended to capitalize the Company with an amount sufficient, when coupled with the Management Investment (defined below) and proceeds from anticipated loans, to acquire the Investments. This Memorandum may be supplemented from time to time with respect to the acquisition of material Investments or other material changes. The purchasers of the Units will become members of the Company (the "Members"). Hamilton Point Investments LLC, a Delaware limited liability company, will act as the manager of the Company (the "Manager").

The Units are being offered until the earlier of (i) the date on which the Maximum Offering Amount of $150,000,000 is sold (subject to increase to up to $200,000,000), (ii) May 31, 2023, which date may be extended until July 31, 2023 in the sole discretion of the Company, or (iii) the date on which the Company terminates the Offering in its sole discretion (the "Offering Termination Date"). The purchase price for the Units (the "Subscription Payment") is payable in full with the delivery of the purchaser's Subscription Agreement, the form of which is attached to this Memorandum as Exhibit B.

There is no minimum number of Units that must be sold in this Offering. The Company will be entitled to conduct an initial closing once the Company has received and accepted the first Subscription Payment. Thereafter, the Company may conduct additional closings to accept subscriptions and admit investors as Members of the Company. Following the initial closing, the Company expects to conduct closings twice a month (typically on the 1st and 15th of each month), at which time investors who have made their Subscription Payments and submitted Subscription Agreements in good order will be admitted as Members of the Company.

In lieu of a minimum offering amount, J. David Kelsey and Matthew A. Sharp, the managers of the Manager, have committed to collectively purchase up to 400 Units with a total gross value of up to $2,000,000. Messrs. Kelsey and Sharp will invest in the Units on the same terms as investors in this Offering, except that they will purchase their Units net of Selling Commissions and Expenses (as defined below). They will make an initial purchase of 300 Units, with a total gross value of $1,500,000, prior to the closing of the acquisition of the Company's first Investment. The net proceeds to the Company for such Units will be $1,365,000. In addition, Messrs. Kelsey and Sharp will collectively purchase up to an additional 100 Units with a total gross value of up to $500,000. The net proceeds for such additional Units will be up to $455,000. The purchase of such additional Units will be made to provide funds to the Company for the repurchase of up to the first 100 Units requested by investors to be repurchased, which Units will be repurchased at $0.91 per $1.00 of the then current Capital Accounts, or portion thereof, attributable to such Units. We refer to the aggregate investment in the Units by Messrs. Kelsey and Sharp as the "Management Investment."

	Purchase Price	Selling Commissions and Expenses[(1)]	Proceeds to the Company[(2)]
Per Unit[(3)]	$5,000	$450	$4,550
Maximum Offering Amount[(4)]	$150,000,000	$13,500,000	$136,500,000

(1) Offers and sales of Units will be made on a "best efforts" basis by broker-dealers (the "Selling Group Members," and collectively the "Selling Group") who are members of the Financial Industry Regulatory Authority, Inc. ("FINRA"). Registered investment advisors ("RIAs") may provide information regarding the Units to their clients who may also subscribe to the Offering. Orchard Securities, LLC, a Utah limited liability company and a member of FINRA, will act as the managing broker-dealer (the "Managing Broker-Dealer") and will receive selling commissions (the "Selling Commissions") in an amount of up to six percent (6.00%) of the purchase price of the Units sold by Selling Group Members (the "Total Sales"), which it will reallow to the Selling Group Members; provided, however, that Selling Commissions may be reduced to the extent the Company or the Managing Broker-Dealer negotiates a lower commission rate with a Selling Group Member. The Managing Broker-Dealer may sell Units as part of the Selling Group, thereby becoming entitled to Selling Commissions. The Managing Broker-Dealer will also receive (i) a nonaccountable marketing and due diligence allowance of one percent (1.00%) of the Total Sales which the Managing Broker-Dealer may reallow, in whole or in part, to the Selling Group Members, and (ii) a placement fee of two percent (2.00%) of the Total Sales, part of which may be reallowed to certain wholesalers for wholesaling fees. The total aggregate amount of Selling Commissions, allowances and fees (collectively, the "Selling Commissions and Expenses") will not exceed nine percent (9.00%) of the Total Sales. The Company will be responsible for paying all Selling Commissions and Expenses. In addition, the Managing Broker-Dealer will receive an annual fee of one-tenth of one percent (0.10%) of the Total Sales, which is anticipated to be paid from the Company's cash flow, and up to $40,000 for actual costs incurred by the Managing Broker-Dealer related to the printing and distribution of this Memorandum and for travel related to the sale of Units, which will be paid from Organization and Offering Expenses (as defined below). Notwithstanding the foregoing, no Selling Commissions shall be paid on any Units purchased by investors who invest through an RIA. See "PLAN OF DISTRIBUTION" and "ESTIMATED USE OF PROCEEDS."

(2) Amounts shown are proceeds after deducting Selling Commissions and Expenses, but before deducting other expenses incurred in connection with the Offering and the organization of the Company (the "Organization and Offering Expenses"), including legal, accounting and other costs and expenses directly related to the Offering. See "ESTIMATED USE OF PROCEEDS." The Company anticipates that, if the Maximum Offering Amount is sold, the Organization and Offering Expenses will be approximately $1,500,000 (approximately one percent (1.00%) of the Maximum Offering Amount). Such amount could increase if the Maximum Offering Amount is increased by the Company in its sole discretion.

(3) The minimum purchase is ten (10) Units for a total purchase price of $50,000, except that the Company may permit certain investors to purchase fewer or fractional Units, in its sole discretion. In addition, the Company may, in its sole discretion, increase the minimum purchase amount in order to ensure that the Company does not have a total number of Members that would cause the Company to become subject to the registration and reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

(4) The Company may, in its sole discretion, increase the Maximum Offering Amount to up to $200,000,000 of Units.

The principal objectives of the Company will be to (i) preserve the Members' capital investment, (ii) realize income through the acquisition, operation and/or management, capital appreciation and sale of the Investments, (iii) make quarterly distributions to the Members equal to at least a six percent (6.00%) cumulative, but not compounded, annual return on their net capital contributions (the "Preferred Return") and (iv) realize additional returns through capital appreciation and sale of the Investments sufficient to provide the Members at least a fourteen percent (14.00%) net internal rate of return through the investment hold period. **There can be no assurance that any of these objectives will be achieved.**

The Units offered hereby are speculative and investment in the Units involves a high degree of risk, including, but not limited to, risks associated generally with the start-up nature of the Company, the Company is a newly formed entity with no operating history, lack of liquidity in the Units, potential environmental risks, real estate-related risks regarding the Investments, potential lack of diversity of investment, reliance on the Manager to select the Investments, reliance on the Manager to manage the Company, the limited fiduciary responsibilities of the Manager, reliance on an affiliate of the Manager or third parties to manage the Investments, uncertainty as to the Investments to be acquired, the use of leverage to acquire the Investments, uncertainty as to the amount and type of leverage to be used to acquire the Investments, lack of any binding financing commitments for the Investments, substantial fees and distributions payable to the Manager and its affiliates, the existence of various conflicts of interest between the Manager and its affiliates and the Company, and tax risks. See "RISK FACTORS" and "CONFLICTS OF INTEREST." For purposes hereof, an "affiliate" of any person (i.e., a natural person, corporation, partnership, trust, unincorporated association or other legal entity) shall be any person directly or indirectly controlling, controlled by or under common control with, another person. "Affiliated" means having or possessing an affiliate relationship.

Investors should carefully consider the discussion in this Memorandum set forth under "RISK FACTORS." This Memorandum contains forward-looking statements that involve risks and uncertainties. The Company's actual results may differ significantly from the results discussed or anticipated in the forward-looking statements. Factors that might cause such differences include, but are not limited to, those discussed under "RISK FACTORS." In making an investment decision, investors must rely on their own examination of the person or entity creating the Units and the terms of the Offering, including the merits and risks involved.

The Securities Act and the securities laws of certain jurisdictions grant purchasers of securities sold in violation of the registration or qualification provisions of such laws the right to rescind their purchase of such securities and to receive back the consideration paid. The Manager believes that the Offering is not required to be registered or qualified. Many of these laws granting the right of rescission also provide that suits for such violations must be brought within a specified time, usually one year from discovery of facts constituting such violation or three years from the date of the violation. Should any investor institute such an action on the theory that the Offering conducted as described herein was required to be registered or qualified, the Manager will contend that the contents of this Memorandum constituted notice of the facts constituting such violation.

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

Neither the information contained in this Memorandum nor any prior, contemporaneous or subsequent communication should be construed by prospective investors as legal or tax advice. Prospective investors should consult their own legal and tax advisors to ascertain the merits and risks of an investment in Units before investing. Any tax discussions contained in this Memorandum were written in connection with the promotion or marketing of the transactions or matters addressed herein and were not intended or written to be legal or tax advice to any person and were not intended or written to be used, and cannot be used, for the purpose of avoiding tax-related penalties under federal, state or local tax law. Each taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

ANY DISCUSSION OF FEDERAL TAX ISSUES CONTAINED OR REFERENCED IN THIS MEMORANDUM IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY PROSPECTIVE INVESTORS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON THEM UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED FROM TIME TO TIME (AND ANY CORRESPONDING PROVISIONS OF SUCCEEDING LAW) (THE "CODE"); SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH THE PROMOTION AND MARKETING BY THE COMPANY OF THE TRANSACTIONS OR MATTERS ADDRESSED IN THIS MEMORANDUM. PROSPECTIVE INVESTORS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

FOR FLORIDA RESIDENTS

The Units have not been registered under the Florida Securities Act. If sales are made to five (5) or more investors in Florida, any Florida investor may, at such investor's option, void any purchase hereunder within a period of three (3) days after such investor (a) first tenders or pays to the Company or an escrow agent the consideration required hereunder, or (b) delivers such investor's executed subscription documents to the Company, whichever occurs later. To accomplish this, it is sufficient for a Florida investor to send a letter or telegram to the Company within such three (3) day period stating that such investor is voiding and rescinding the purchase. If any investor sends a letter, it is prudent to do so by certified mail, return receipt requested, to ensure that the letter is received and to evidence the time of mailing.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain matters discussed in this Memorandum are forward-looking statements. The Company has based these forward-looking statements on its current expectations and projections about future events. These forward-looking statements are subject to risks, uncertainties and assumptions about the Company.

The Company intends to identify forward-looking statements in this Memorandum by using words or phrases such as "anticipates," "believes," "estimates," "projects," "expects," "intends," "continue," "may be," "objective," "plan," "predict" and "will be" and similar words or phrases, or the negative thereof or other variations thereof or comparable terminology. All forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual transactions, results or performance of the Company's operations to be materially different from any future transactions, results or performance expressed or implied by such forward-looking statements. The cautionary statements set forth under the section titled "Risk Factors" and elsewhere in this Memorandum identify important factors with respect to such forward-looking statements.

Although the Company believes the expectations reflected in such forward-looking statements are based upon reasonable assumptions, there is no assurance that the Company's expectations will be attained or that any deviations will not be material. The Company's actual results may differ significantly from the results discussed in the forward-looking statements. The Company undertakes no obligation to publicly release or update the result of any revisions to these forward-looking statements that may be made to reflect any future events or circumstances that occur.

In addition, any projections and representations, written or oral, which do not conform to the projections contained in or referenced by this Memorandum, must be disregarded, and their use is a violation of law. The projections contained in or referenced by this Memorandum are based upon specified assumptions. If these assumptions prove to be inaccurate, the projections would also be inaccurate. No representation or warranty can be given that the estimates, opinions or assumptions made in or referenced by this Memorandum will prove to be accurate. Prospective investors should carefully review the assumptions set forth in or referenced by this Memorandum.

[Remainder of Page Left Intentionally Blank]

TABLE OF CONTENTS

WHO MAY INVEST

Distribution of this Memorandum is strictly limited to persons who meet the requirements and make the representations set forth below. The Manager, in its sole discretion, reserves the right to declare any prospective investor ineligible to purchase Units based on any information which may become known or available to the Manager concerning the suitability of such prospective investor or for any other reason or for no reason. The Units may be sold only to "Accredited Investors" as defined under Rule 501(a) of Regulation D of the Securities Act, as promulgated by the SEC.

Units will be sold only to prospective investors who (i) represent in writing that they are Accredited Investors, and (ii) satisfy the investor suitability requirements set forth herein, as may be modified by the Manager, in its sole discretion, and as may be required under federal or state law (the "Investor Suitability Requirements").

Each prospective investor must represent in writing that such investor meets, among others, ALL the following requirements:

(a) The prospective investor has received, read and fully understands this Memorandum, is basing the prospective investor's decision to invest only on this Memorandum, has relied only on the information contained in this Memorandum, and has not relied upon any representations made by any other person or any other means;

(b) The prospective investor understands that an investment in the Units is speculative and involves a high degree of risk and is fully cognizant of, and understands, all the risk factors relating to a purchase of the Units, including, without limitation, those risks set forth below in the section titled "RISK FACTORS";

(c) The prospective investor's overall commitment to investments that are not readily marketable or redeemable is not disproportionate to the prospective investor's individual net worth, and the prospective investor's investment in the Units will not cause such overall commitment to become excessive;

(d) The prospective investor has adequate means of providing for the prospective investor's financial requirements, both current and anticipated, and has no need for liquidity in this investment;

(e) The prospective investor can bear, and is willing to accept, the economic risk of losing the prospective investor's entire investment in the Units;

(f) The prospective investor is acquiring the Units for the prospective investor's own account and for investment purposes only and has no present intention, agreement or arrangement for the distribution, transfer, assignment, resale or subdivision of the Units; and

(g) The prospective investor is an Accredited Investor.

In addition to certain institutional entities, a person or entity that meets one of the following tests will qualify as an Accredited Investor:

(1) A natural person who had individual income in excess of $200,000 in each of the two most recent years, or joint income with that person's spouse or spousal equivalent (as defined below) in excess of $300,000 in each of these years, and has a reasonable expectation of reaching the same income level in the current year; or

(2) A natural person whose individual Net Worth (as defined below), or joint net worth with that person's spouse or spousal equivalent, excluding the value of his or her primary residence, exceeds $1,000,000 at the time of purchase of the Units; or

(3) A natural person holding in good standing one or more professional certifications, designations or credentials designated by the SEC from time to time as qualifying an individual for accredited investor status, which include, as of the date of this Memorandum, General Securities Representative license (Series 7), Investment Adviser Representative license (Series 65), and Private Securities Offerings Representative license (Series 82); or

(4) An entity not formed for the specific purpose of acquiring Units, with total assets in excess of $5,000,000; or

(5) An entity in which each of the equity owners is an Accredited Investor (as defined in subparagraphs (1) and (2) above); or

(6) A trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring Units, whose purchase is directed by a "sophisticated person" as defined in Rule 506(b)(2)(ii) of Regulation D, or is a revocable trust whose settlor-trustees are all Accredited Investors; or

(7) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, U.S.C. Title 29, Chapter 18, Section 1001, et. seq. ("ERISA") in which the investment decision is made by a plan fiduciary (as defined in Section 3(21) of ERISA) which is either a bank, savings and loan association, insurance company or registered investment adviser; or the employee benefit plan has total assets in excess of $5,000,000; or it is a self-directed plan in which investment decisions are made solely by persons who are Accredited Investors; or

(8) An investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940, as amended (the "Advisers Act"), or registered pursuant to the laws of a state or an investment adviser relying on the exemption from registering with the SEC under Section 203(l) or Section 203(m) of the Advisers Act; or

(9) A "family office," as defined in Rule 202(a)(11)(G)-1 under the Advisers Act, (a) with assets under management in excess of $5,000,000, (b) that is not formed for the specific purpose of acquiring Units, and (c) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or

(10) A "family client," as defined in Rule 202(a)(11)(G)-1 under the Advisers Act, of a family office meeting the requirements in subparagraph (9) above and whose prospective investment in the Company is directed by such family office pursuant to subparagraph (9)(c) above.

As used above, a "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.

For purposes of calculating a prospective investor's Net Worth, "Net Worth" means the excess of the prospective investor's total assets at fair market value (including personal and real property but excluding the estimated fair market value of the prospective investor's primary residence) over the prospective investor's total liabilities. When calculating total assets jointly with a spouse or spousal equivalent, assets need not be held jointly to be included in the calculation. Total liabilities excludes any mortgage on the primary home in an amount of up to the home's estimated fair market value as long as the mortgage was incurred more than sixty (60) days before the securities were purchased, but includes (i) any mortgage amount in excess of the home's fair market value, and (ii) any mortgage amount that was borrowed during the 60-day period before the closing date for the sale of the Units for the purpose of investing in the Units. In the case of fiduciary accounts, the net worth and/or income suitability requirements must be satisfied by the beneficiary of the account, or by the fiduciary if the fiduciary directly or indirectly provides funds for the purchase of the Units.

In addition, the SEC has issued certain no action letters and interpretations in which it deemed certain trusts to be Accredited Investors, such as trusts where the trustee is a bank as defined in Section 3(a)(2) of the Securities Act and revocable grantor trusts established by individuals who meet the requirements of clause (1) or (2) of the paragraph above detailing the Accredited Investor qualification standards. However, these no-action letters and interpretations are very fact specific and should not be relied upon without close consideration of a prospective investor's unique facts.

Representations with respect to the foregoing and certain other matters will be made by each prospective investor in the prospective investor's Subscription Agreement. Prospective investors who are unable or unwilling to make the foregoing representations may not purchase Units. The Company will rely on the accuracy of such representations and may require additional evidence that the prospective investor satisfies the applicable standards at any time prior to acceptance. Prospective investors are not obligated to supply any information so requested by the Manager, but the Manager may reject a Subscription Agreement from any prospective Investor who fails to supply any information so requested.

The Investor Suitability Requirements stated above represent minimum suitability requirements, as established by the Manager for prospective investors. However, satisfaction of such requirements will not necessarily mean that the

Units are a suitable investment for a prospective investor, or that the Manager will accept a prospective investor's Subscription Agreement. Furthermore, the Manager, as appropriate, may modify such requirements, at its sole discretion from time to time, and any such modification may increase the suitability requirements for certain prospective investors.

THE UNITS MAY NOT BE A SUITABLE INVESTMENT FOR A QUALIFIED PLAN, AN INDIVIDUAL RETIREMENT ACCOUNT ("IRA") OR OTHER TAX-EXEMPT ENTITY. SUCH INVESTORS SHOULD CONSULT WITH THEIR TAX ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES AND ERISA IMPLICATIONS THAT MAY BE ASSOCIATED WITH AN INVESTMENT IN THE UNITS.

This Memorandum contains summaries of certain other documents, which summaries are believed to be accurate, but reference is hereby made to the full text of the actual documents for complete information concerning the rights and obligations of the parties thereto. All documents relating to the Offering, if readily available to the Company, will be made available to a prospective investor or such prospective investor's representatives upon request to the Manager. During the course of the Offering and prior to sale, each prospective investor is invited to ask questions of and obtain additional information from the Manager concerning the terms and conditions of the Offering, the Manager, the Units, the Company and any other relevant matters, including, but not limited to, additional information necessary or desirable to verify the accuracy of the information set forth in this Memorandum. The Manager will provide the information to the extent it possesses such information or can obtain it without unreasonable effort or expense.

If you do not meet the requirements described above, this Memorandum does not constitute an offer to sell Units to you, do not read further and immediately return this Memorandum to the Manager.

Restrictions Imposed by the USA PATRIOT Act and Related Acts

The Units may not be offered, sold, transferred or delivered, directly or indirectly, to any "Unacceptable Investor." "Unacceptable Investor" means any person who is a:

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

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

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

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

The written representations a prospective investor makes will be reviewed to determine such prospective investor's suitability. The Manager may, in its sole and absolute discretion, refuse a subscription for Units if it believes that a prospective investor does not meet the Investor Suitability Requirements set forth above, the investor is an Unacceptable Investor, the Units otherwise constitute an unsuitable investment for the prospective investor, or for any other reason.

[Remainder of Page Left Intentionally Blank]

HOW TO SUBSCRIBE

If, after carefully reading this entire Memorandum, obtaining any other information available from the Company and/or the Manager, and being fully satisfied with the results of its pre-investment due diligence activities, a prospective investor would like to purchase Units, such prospective investor must complete and sign the Subscription Agreement attached hereto as Exhibit B. The full purchase price must be paid by check or wire upon submission of the Subscription Agreement for the Units. The minimum purchase amount is 10 Units ($50,000), except that the Company may permit certain investors to purchase fewer or fractional Units, in its sole and absolute discretion. Instructions for subscribing for the Units are in the Subscription Agreement.

All Subscription Payments are payable to "HPI Real Estate Fund X LLC." All checks and Subscription Agreements should be mailed or delivered to:

HPI REAL ESTATE FUND X LLC
c/o Orchard Securities, LLC
365 Garden Grove Lane
Suite 100
Pleasant Grove, Utah 84062

Subscription Payments may also be wired to the Company at the wiring instructions set forth below:

Receiving Financial Institution:	Keybank, N.A.
Financial Institution Address:	4910 Tiedeman Road, Brooklyn, Ohio 44144
Telephone:	(216) 689-5992
Routing Number:	041001039
Account Number:	359681656641
Beneficiary:	HPI Real Estate Fund X LLC
Beneficiary Address:	2 Huntley Road, Old Lyme, Connecticut 06371

Upon receipt of the signed Subscription Agreement, full payment for the Units to be purchased and acceptance of the prospective investor's subscription by the Company (in the Manager's sole and absolute discretion), the Company will notify such prospective investor of receipt and acceptance of the subscription. In the event the Company does not accept a prospective investor's subscription for Units for any reason, the Company will promptly return the funds to such subscriber, all without interest, deduction or charge. The Manager has the right, to be exercised in its sole and absolute discretion, to accept or reject any subscription in whole or in part on or before (i) the date which is thirty (30) days after the Company's receipt of the Subscription Agreement or (ii) the Offering Termination Date, whichever occurs first (the "Subscription Deadline"). Any subscription not accepted on or before the Subscription Deadline will be deemed rejected.

[Remainder of Page Left Intentionally Blank]

SUMMARY OF THE OFFERING

The following material is intended to provide select, limited information regarding the Company and this Offering and should be read in conjunction with, and is qualified in its entirety by, the detailed information appearing elsewhere in this Memorandum. You are urged to read this entire Memorandum before investing in the Company. This Memorandum contains forward-looking statements that involve risks and uncertainties. The Company's actual results may differ significantly from the results discussed in the forward-looking statements. Factors that might cause such differences include, but are not limited to, those discussed under "RISK FACTORS."

The Offering

Securities Offered:

The Units are membership interests in a limited liability company that intends to acquire Investments that are primarily multifamily real estate assets where the Company believes it will be able to add value through certain capital upgrades and/or improved operations or take advantage of certain distressed opportunities that exist in the multi-family marketplace. The Units are being offered until the Offering Termination Date, which is the earlier of (i) the date on which the Maximum Offering Amount of Units is sold, (ii) May 31, 2023 which date may be extended until July 31, 2023 in the sole discretion of the Company, or (iii) the date on which the Company terminates the Offering in its sole discretion. The Company may, in its sole discretion, increase the Maximum Offering Amount from $150,000,000 to up to $200,000,000 of Units. The Units are being offered by the Company at $5,000 per Unit and the minimum purchase is ten (10) Units ($50,000), except that the Company may, in its sole discretion, permit certain investors to purchase fewer or fractional Units. The Company may, in its sole discretion, increase the minimum purchase amount to ensure that the Company does not become subject to the registration and reporting requirements of the Exchange Act.

There is no minimum number of Units that must be sold in this Offering. The Company will be entitled to conduct an initial closing once the Company has received and accepted the first Subscription Payment. Thereafter, the Company may conduct additional closings to accept subscriptions and admit investors as Members of the Company. Following the initial closing, the Company expects to conduct closings twice a month (typically on the 1st and 15th of each month), at which time investors who have made their Subscription Payments and submitted Subscription Agreements in good order will be admitted as Members of the Company.

See "SUMMARY OF THE OPERATING AGREEMENT," "PLAN OF DISTRIBUTION – Capitalization" and Exhibit A - Limited Liability Company Agreement of HPI Real Estate Fund X LLC.

Investor Suitability Requirements:

A prospective investor should purchase Units only if such prospective investor has substantial financial means and has no need for liquidity in such prospective investor's investment. Only Accredited Investors who meet certain minimum financial and other requirements may acquire Units in this Offering. See "WHO MAY INVEST."

Plan of Distribution:

Orchard Securities, LLC, a Utah limited liability company, will act as the managing broker-dealer for the Offering. The Managing Broker-Dealer and the Selling Group will make offers and sales of Units on a "best efforts" basis. RIAs may provide information regarding the Units to their clients who may also subscribe to the Offering. The commissions payable to the Managing Broker-Dealer and the Selling Group are described in "ESTIMATED USE OF PROCEEDS" and "PLAN OF DISTRIBUTION."

Management Investment:

In lieu of a minimum offering amount, J. David Kelsey and Matthew A. Sharp, the managers of the Manager, have committed to collectively purchase up to 400 Units

with a total gross value of up to $2,000,000. Messrs. Kelsey and Sharp will invest in the Units on the same terms as investors in this Offering, except that they will purchase their Units net of Selling Commissions and Expenses. They will make an initial purchase of 300 Units, with a total gross value of $1,500,000, prior to the closing of the acquisition of the Company's first Investment. The net proceeds to the Company for such Units will be $1,365,000. In addition, Messrs. Kelsey and Sharp will collectively purchase up to an additional 100 Units with a total gross value of up to $500,000. The net proceeds for such additional Units will be up to $455,000. The purchase of such additional Units will be made to provide funds to the Company for the repurchase of up to the first 100 Units requested by investors to be repurchased, which Units will be repurchased at $0.91 per $1.00 of the then current Capital Accounts, or portion thereof, attributable to such Units.

Use of Proceeds: The Offering of $150,000,000 of Units (subject to increase to up to $200,000,000 of Units) as set forth in this Memorandum is being made to capitalize the Company with an amount sufficient, when coupled with the Management Investment and proceeds from anticipated loans, to acquire the Investments. See "ESTIMATED USE OF PROCEEDS."

The Company and the Investment

Organization: The Company was formed on February 8, 2022 as a limited liability company under the Delaware Limited Liability Company Act, as the same may be amended from time to time.

Investment Objectives: The principal objectives of the Company will be to (i) preserve the Members' capital investment, (ii) realize income through the acquisition, operation and/or management, capital appreciation and sale of the Investments, (iii) make quarterly distributions to the Members equal to at least a six percent (6.00%) cumulative, but not compounded, annual return on their net capital contributions and (iv) realize additional returns through capital appreciation and sale of the Investments sufficient to provide the Members at least a fourteen percent (14.00%) net IRR through the investment hold period. **There can be no assurance that any of these objectives will be achieved.**

Investments – Description: The Company intends to primarily acquire Investments for which the Manager reasonably believes it can increase cash flows and value over the projected hold period for such Investments, generally through completion of certain capital upgrades and/or improved operations. The Manager anticipates that the Company will target Investments whose owners may be selling the Investments at a point in the cash flow cycle which is not optimal to achieving the highest sales price, but which have a physical condition and operating potential which are otherwise sound. Additionally, the Company may take advantage of certain distressed opportunities that exist in the multi-family marketplace, including opportunities to acquire multifamily properties from distressed sellers at significant discounts to previous pricing due to the COVID-19 pandemic. Such opportunities may include properties in college-dependent markets that have experienced the negative effects of pandemic related closures and hybrid remote learning as well as general over-construction, creating market conditions the Manager believes hit a low point in 2020-21, but expects to improve over the next few years.

The Company may adjust its targeted portfolio allocation based on, among other things, prevailing real estate market conditions and the availability of attractive investment opportunities. The Company will not forego an attractive investment because it does not fit within its targeted asset class or portfolio composition. The Company generally expects to hold and operate the Investments for approximately four (4) to six (6) years. The Manager anticipates that the individual property purchase prices for the Investments will range between $10 million and $50 million, with a total acquisition portfolio valued at approximately $325-$350 million if the

Maximum Offering Amount is sold. The Company will purchase the Investments from unaffiliated sellers. In the event an Investment is sold or refinanced within one (1) year after the Offering Termination Date, the Manager may, in its sole discretion, reinvest cash from the sale or refinancing of an Investment in a new Investment.

Investments – Financing: The Company intends to finance the purchase of the Investments with the net Offering Proceeds, the Management Investment and loans to be obtained from various third-party lenders. The Manager anticipates that the aggregate loan-to-value ratio for all the Investments acquired will be 65% to 70% based on the total acquisition price of the Investments with debt service coverage ratios averaging in excess of 1.5x; provided, however, the Company may obtain financing that exceeds such loan-to-value ratio in the Company's sole discretion, including with respect to any one Investment. The Manager has not obtained any financing commitments for any Investment.

Investments – Management: Hamilton Point Property Management LLC, a Delaware limited liability company and an affiliate of the Manager (the "Property Manager"), will manage the Investments and will receive market-rate property management fees for such services.

Manager: The Manager of the Company is Hamilton Point Investments LLC, a Delaware limited liability company. The Manager will manage and control the affairs of the Company in accordance with the Operating Agreement. The Members will not be involved in the day-to-day affairs of the Company. See "THE MANAGER," "SUMMARY OF THE OPERATING AGREEMENT" and Exhibit A - Limited Liability Company Agreement of HPI Real Estate Fund X LLC.

Members: The purchasers of the Units offered hereby will become Members of the Company. Each Member's liability will be limited to the amount of such Member's initial Capital Contribution to the Company, plus undistributed profits. Units are transferable only upon the satisfaction of certain requirements, including the Manager's prior written consent, which the Manager may withhold in its sole discretion. See "SUMMARY OF THE OPERATING AGREEMENT" and Exhibit A - Limited Liability Company Agreement of HPI Real Estate Fund X LLC.

Each Member's Subscription Payment will serve as such Member's initial Capital Contribution to the Company, with the gross amount of the investment being credited to such Member's capital account.

The Operating Agreement: The rights and obligations of the Members will be governed by the Operating Agreement, a copy of which is attached to this Memorandum as Exhibit A. Each prospective investor should review the entire Operating Agreement before subscribing for the Units. See "SUMMARY OF THE OPERATING AGREEMENT" and Exhibit A - Limited Liability Company Agreement of HPI Real Estate Fund X LLC.

Distributions of Cash from Operations: Cash from Operations shall be distributed by the Manager, at such times as the Manager may determine, in the following order and priority:

(1) First, 100% to the Members, in proportion to their accrued but undistributed Preferred Return, until the Members have been distributed an amount equal to their accrued but undistributed Preferred Return;

(2) Second, 100% to the Manager up to the unpaid portion of its accrued Asset Management Fee described in paragraph (2) under "COMPENSATION TO THE MANAGER AND ITS AFFILIATES";

(3) Third, 100% to the Members in proportion to their Net Capital Contributions until the Members' Net Capital Contributions are reduced to zero; and

(4) Thereafter, 75% to the Members, pro rata in accordance with their Percentage Interests (as defined below), and 25% to the Manager.

The Preferred Return for each Member will begin to accrue on the date that is one month following the date of the closing pursuant to which such Member is admitted as a Member of the Company.

Distributions to the Manager pursuant to (4) above are referred to in this Memorandum as the Manager's "Incentive Distributions." A Member's "Percentage Interest" at any time equals the number of Units held by such Member divided by the total number of all Units outstanding for all Members as of the calculation date, expressed as a percentage.

Notwithstanding the above, the Company may, at the option of the Manager, make distributions to the Members prior to making the distributions set forth in (2) above, to the extent such distributions are needed to pay any income taxes associated with allocations of Net Income to the Members. Any such distribution shall reduce subsequent distributions to be made to the Members.

See "SUMMARY OF THE OPERATING AGREEMENT" and Exhibit A - Limited Liability Company Agreement of HPI Real Estate Fund X LLC.

Compensation to the Manager: The Manager and its affiliates are entitled to receive the following substantial fees for their services:

(1) The Manager is entitled to receive an acquisition fee in an amount equal to one percent (1.00%) of the gross purchase price of each Investment (the "Acquisition Fee").

(2) The Manager is entitled to receive an asset management fee in an amount equal to two percent (2.00%) of the Offering Proceeds, including the Management Investment (the "Asset Management Fee"), which will be subordinated to the receipt by the Members of their accrued but unpaid Preferred Return. The Asset Management Fee will be calculated and paid in arrears on a quarterly basis commencing on the date of the initial closing of the Offering and will be prorated for any partial period. If the Asset Management Fee is not paid in full for any quarter in which it was otherwise payable, then such amount shall be accrued and paid to the Manager, to the extent of available cash, in the next calendar quarter in which the Members' have received or will concurrently receive the entirety of their accrued but unpaid Preferred Return.

(3) The Property Manager is entitled to receive a monthly property management fee in an amount of up to four percent (4.00%) of the gross monthly revenues from the Investments (the "Property Management Fee").

See "COMPENSATION TO THE MANAGER AND ITS AFFILIATES."

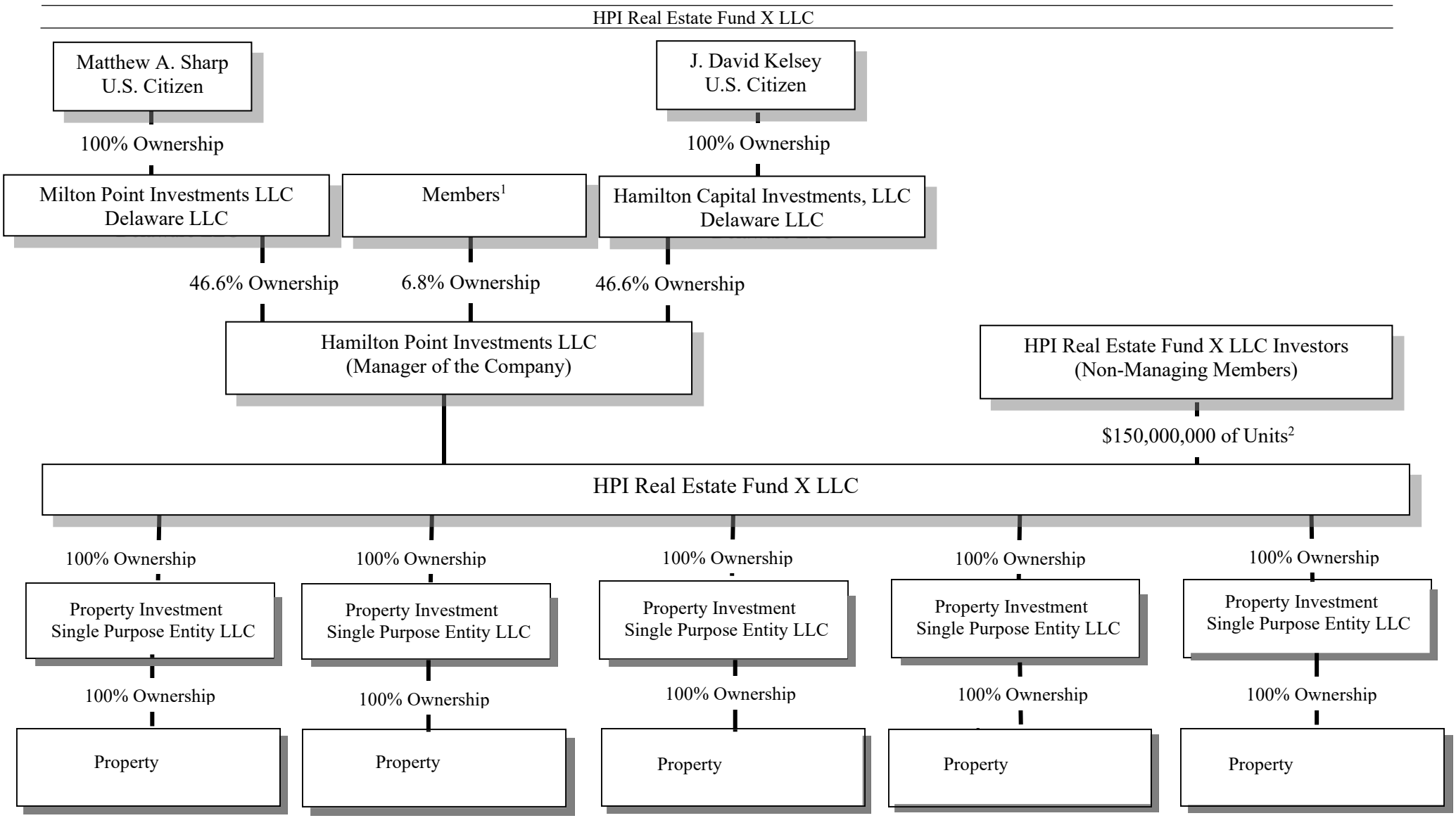
Reports: The Members will receive quarterly reports on the Company's operations and activities, annual audited GAAP financial statements upon request, and annual tax information for the completion of income tax returns and descriptions of the status of each Investment. The Manager shall have the right at any time to obtain fair market value appraisals of all or any number of the Investments at the expense of the Company, but it is not required to do so.

Conflicts of Interest: The Manager may act, and is acting, as the sponsor of other real estate programs and as a manager of such programs and will have conflicts of interest in allocating

	management time, services and functions between these various enterprises, including the Company. Additionally, the Manager will receive substantial fees and other compensation from the operation of the Company. As a result, conflicts of interest between or among the Company and the Manager may occur from time to time. See "COMPENSATION TO THE MANAGER AND ITS AFFILIATES" and "CONFLICTS OF INTEREST."
Risk Factors:	An investment in the Units involves a high degree of risk. See "RISK FACTORS."

[Remainder of Page Left Intentionally Blank]

ORGANIZATIONAL CHART



[1] Approximately 6.8% of the Manager is owned by employees and certain individuals, none of whom owns more than a 0.5% membership interest in the Manager, with no management or decision-making rights.

[2] In lieu of a minimum offering amount, J. David Kelsey and Matthew A. Sharp, the managers of the Manager, have committed to collectively purchase up to 400 Units with a total gross value of up to $2,000,000.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain matters discussed in this Memorandum are forward-looking statements. The Company has based these forward-looking statements on its current expectations and projections about future events. These forward-looking statements are subject to risks, uncertainties and assumptions about the Company and its Investments, including, among other things, factors discussed under the heading "RISK FACTORS" in this Memorandum, which include the following:

- economic outlook;
- condition of the U.S. and global financial markets;
- operating and capital expenditures;
- rehabilitation costs and ability to finance capital improvements;
- performance of the Investments;
- rental rates and occupancy rates of the Investments;
- financing activities; and
- related industry developments, including trends affecting the financial condition and results of operations of the Investments.

The Company intends to identify forward-looking statements in this Memorandum by using words or phrases such as "anticipates," "believes," "estimates," "expects," "intends," "may be," "objective," "plan," "predict," "project" and "will be" and similar words or phrases, or the negative thereof or other variations thereof or comparable terminology. All forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual transactions, results or performance of the Investments to be materially different from any future transactions, results or performance expressed or implied by such forward-looking statements. The cautionary statements set forth under the caption "RISK FACTORS" and elsewhere in this Memorandum identify important factors with respect to such forward-looking statements, including the following factors that could affect such forward-looking statements:

- national and local economic and business conditions that, among other things, will affect demand for properties and the availability and terms of financing;
- underlying real estate investment risks;
- the ability of the Investments to compete effectively in areas such as access, location and rental rate structures;
- the availability of debt and equity capital; and
- governmental approvals, actions and initiatives, including the need for compliance with environmental and safety requirements, and changes in laws and regulations or the interpretation thereof.

Although the Company believes the expectations reflected in such forward-looking statements are based upon reasonable assumptions, there is no assurance that the Company's expectations will be attained or that any deviations will not be material. The Company undertakes no obligation to publicly release the result of any revisions to these forward-looking statements that may be made to reflect any future events or circumstances.

In addition, any projections and representations, written or oral, which do not conform to the projections contained in or referenced by this Memorandum, must be disregarded, and their use is a violation of law. The projections contained in or referenced by this Memorandum are based upon specified assumptions. If these assumptions are incorrect, the projections also would be incorrect. No representation or warranty can be given that the estimates, opinions or assumptions made in or referenced by this Memorandum will prove to be accurate. Prospective investors should carefully review the assumptions set forth in or referenced by this Memorandum.

[Remainder of Page Left Intentionally Blank]

RISK FACTORS

The purchase of Units is speculative and involves a high degree of risk. Prospective investors should consider carefully the following risks, and should consult with their own legal, tax and financial advisors with respect thereto. Prospective investors are urged to read this entire Memorandum and any supplements hereto provided by the Company before investing in the Units.

Real Estate Risks

General Risks of Investment in the Investments. The economic success of an investment in the Company will depend upon the results of the operations of the Investments, which will be subject to those risks typically associated with investment in real estate. Fluctuations in occupancy rates, rent schedules and operating expenses can adversely affect operating results or render the sale or refinancing of the Investments difficult or unattractive. No assurance can be given that certain assumptions as to the future levels of occupancy of the Investments or future costs of operating the Investments will be accurate because such matters will depend on events and factors beyond the control of the Company and the Manager. Such factors include, among others, the general economic climate, changes in the overall real estate market, local real estate conditions, the continued enforceability of tenant leases, vacancy rates, financial resources of tenants, the availability of financing, changes in interest rates and the availability of mortgage funds which may render the sale or refinancing of properties difficult or impracticable, rental rates, rent levels and sales levels in the local areas of the Investments, adverse changes in local population trends, market conditions, neighborhood values, local economic and social conditions, supply and demand for properties such as the Investments, competition from similar properties, interest rates, real estate tax rates, governmental rules, regulations and fiscal policies, including the effects of inflation and enactment of unfavorable real estate, rent control, usage, improvements, environmental or zoning laws, tax laws and hazardous material laws, energy and supply shortages, various uninsured and uninsurable risks including uninsured losses or delays from casualties or condemnation, quality of maintenance, insurance and management services, the attractiveness and location of properties, the quality and philosophy of management, accelerated construction activity, structural or property-level latent defects, acts of God, technological innovations that dramatically alter space requirements, and other risks. Further, if there are commercial tenants at an Investment, to the extent leases at the Investments provide for rents based on a percentage of tenants' gross receipts, the rental income of the Investments will be dependent, in part, on the level of retail sales achieved by the tenants.

Unspecified Investments. The Company has not yet identified any Investments to acquire. Thus, investors will not have an opportunity to evaluate for themselves information about the Investments, such as operating history, terms of financing and other relevant economic and financial information. Although the Manager has established criteria to guide it in acquiring Investments, the Manager has broad authority and discretion in making investment decisions. Consequently, investors must exclusively rely on the Manager to make investment decisions. No assurance can be given that the Company will be able to acquire suitable Investments or that the Company's objectives will be achieved. Because such Investments may be acquired over a substantial period of time, the Company faces the risks of changes in long-term interest rates and adverse changes in the real estate markets. Even if the investments of the Company are successful, the returns may not be realized by the Members for a period ofseveral years.

Risks Related to Student Housing. The outbreak of the COVID-19 virus that rapidly spread throughout the United States as well as many other countries, created considerable instability and disruption in the U.S. and world economies. As a result of shutdowns, quarantines or actual viral health issues, school closures and/or reduced student enrollment at colleges and universities significantly reduced demand for student housing. Although the pandemic appears to be in its later stages and the virus appears to be evolving to becoming endemic, residents of student housing properties may continue to experience reduced wages for a prolonged period of time and may be unable to make their rental payments. Rent payments to the Company, and thus cash flow paid by the Company to its investors, will be contingent upon the successful operation of the Investments; therefore, the economic success of an investment in the Company will depend directly upon the leases and the property tenants. The operation of the Investments will be subject to those risks typically associated with real estate investment and may be subject to additional risks specific to student housing. Resident turnover rates may also be high and difficult to predict. There is no assurance that the Manager will be able to maintain occupancy rates sufficient to operate such properties profitably. Although units at such properties generally are rented on a 12-month basis, the properties may be subject

to certain additional risks because they are student housing, including that the property tenants are mainly students resulting in seasonality concerns regarding the collection of rent during the summer season when fall and spring semesters are not in session. With student housing, leasing cycles are based on the school year, and a substantial majority of leases will expire in August and September. Therefore, the impact of any occupancy losses may be greater after the August/September unit turn than those at a typical commercial apartment complex with leases expiring throughout the year which can moderate occupancy losses. Also, prospective tenants typically do not enter into leases until very close to the start of the leasing cycle.

Uncertainty as to Extent of Diversification. The total amount of Offering Proceeds and the number of Investments acquired by the Company is uncertain. It is possible that the Company will only purchase a few Investments, limiting the diversification of the Investments of the Company and increasing the risk of loss to investors. Additionally, a substantial portion of Offering Proceeds may be invested in the same geographical location with the same market-related risks. In that case, the decline in a particular real estate market could substantially and adversely impact the Company. Further, the Company intends to invest primarily in multifamily properties. Thus, the Company will only have limited diversification as to the type of properties it owns. In the event of an economic recession affecting the economies of the localities, states or regions in which the Investments are located, or the occurrence of any one of many other adverse circumstances, the performance of the Company may be adversely affected. A more diversified investment portfolio would likely not be impacted to the same extent upon such an occurrence.

No Purchase Agreements for the Investments. It is anticipated that the Company will purchase the Investments from unaffiliated sellers. The Manager is currently in the process of identifying Investments to be purchased by the Company but has not identified any Investments to be acquired by the Company. As a result, the terms of the purchase agreements, including the specific Investments to be acquired and the purchase prices of the Investments, are unknown at this time. There can be no assurance that the Company will enter into purchase contracts for Investments, or if entered into, that those purchase contracts will contain the most favorable terms for the Company.

Renovation of Investments. It is anticipated that some of the Investments will be renovated, to a greater or lesser extent including certain cosmetic alterations and curing of deferred maintenance. There is no assurance that the rehabilitation of such Investments will result in an increase in rental income or value of such Investments.

Value-Add Investments. The Company will be targeting Investments that can be upgraded through certain capital improvements. Thus, upon acquisition, such Investments may have negative existing conditions, including, but not limited to, their physical condition, rent levels, occupancy levels and management issues. There is no assurance that the Company will be able to rehabilitate such Investments so that they achieve a higher stabilization rate than when acquired.

Rehabilitation Risks. The Manager anticipates that some of the Investments will be renovated by the Company. Construction entails risks that are beyond the control of the Manager and the Company. Completion of renovations may be delayed or prevented by factors such as adverse weather, strikes or energy shortages, shortages of material for construction, inflation, environmental, zoning, title or other legal matters and unknown contingencies. Changes in construction plans and specifications, delays due to compliance with governmental requirements or imposition of fees not yet levied, or other delays could cause construction costs to exceed the amounts available from the Offering Proceeds and any loans. In addition, abnormal rainfall could cause delays in construction which will increase construction costs. The Company will need to provide funds to pay any construction costs in excess of amounts borrowed. In the event construction costs exceed funds available, the ability of the Company to complete the work to be done on an Investment will depend upon the ability of the Company to supply additional funds. There can be no assurance that the Company will have adequate funds available for that purpose. Any delays in construction may have an adverse impact on the cash flow and long-term success of the Company.

No Environmental Indemnity. Federal, state and local laws impose liability on a landowner for the release or the otherwise improper presence on the premises of hazardous materials or hazardous substances. This liability is without regard to fault for, or knowledge of, the presence of such substances. A landowner may be held liable for hazardous materials or hazardous substances brought onto the property before it acquired title and for hazardous materials or hazardous substances that are not discovered until after it sells the property. Similar liability may occur

under applicable state law. However, an innocent landowner defense to environmental liability under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") may be available where a landowner has conducted an appropriate inquiry with respect to potential hazardous substances at and around the subject property in accordance with good commercial and customary practices. Such a defense is generally predicated on obtaining an environmental site assessment that has been prepared in substantial compliance with the "All Appropriate Inquiry Practices" identified by CERCLA and the ASTM Standard E1527-05: Standard Practice for Phase I Environmental Site Assessments. Among other things, the overall site assessment must occur no more than one year prior to the date the property is acquired, and certain components of the site assessment must be performed within 180 days of the property acquisition. Although the Company will attempt to obtain current environmental site assessments for all Investments prior to acquisition, the Company may not obtain such information. Consequently, the innocent landowner defense may not be available to the Company if hazardous substances are found within the Investments. Further, similar defenses to environmental liability may not be available under state or local law. If any hazardous materials or hazardous substances are found within the real property underlying the Investments at any time, the Company or its wholly owned special purpose entities which hold fee simple title to the Investments could be held liable for cleanup costs, fines, penalties and other costs. If losses arise from hazardous substance contamination which cannot be recovered from other responsible parties, the financial viability of the Investments may be materially and adversely affected.

Illiquidity of Real Estate Investments. The ownership of the Investments will be relatively illiquid. Such illiquidity will limit the ability of the Company to vary its portfolio in response to changes in economic or other conditions.

Occupancy and Renewal of Leases. The Manager will determine the acquisition of a rental Investment based on the Investment's projected rent levels. However, there can be no assurance that an Investment will continue to be occupied at the projected rents or that renovations to the Investment will result in increased rents. Residential leases generally have short terms and it is anticipated that the residential leases at the Investments will have terms of not more than two (2) years with most having 1-year terms. Additionally, the terms of the loans used to acquire the Investments may place additional leasing restrictions on an Investment. If the tenants of an Investment do not renew or extend their leases, if tenants default under their leases, if issues arise with respect to the permissibility of certain uses at an Investment, if tenants of the Investment terminate their leases, or if the terms of any renewal (including the cost of any renovations or concessions to tenants) are less favorable than existing lease terms, the operating results of the Investment could be substantially affected. As a result, the Company may not be able to make distributions to the Members at the anticipated levels.

Difficulty Attracting New Tenants. There can be no assurance that the Company will be able to maintain the occupancy rate at certain Investments maintained by the previous owners. The tenants at any Investment may have the right to terminate their leases upon the occurrence of specified events. Residential leases will likely have short terms. Because these leases generally permit the residents to leave at the end of the lease term without penalty, rental revenues may be impacted by declines in market rents more quickly than if these leases were for longer terms. Further, the commercial leases of Investment tenants, if any, may contain exclusive use provisions that restrict the types of uses that may be allowed within such Investment. Any covenants, conditions and restrictions for an Investment may also restrict the ability to lease space within an Investment for certain uses. In addition, it may be necessary to make substantial concessions, in terms of rent and lease incentives, and to construct tenant improvements to attract new tenants at an Investment. If these expenditures and concessions are necessary to maintain or achieve lease-up at any Investment and such expenditures exceed the amount of reserves for an Investment, the Company may not have sufficient funds to make distributions to the Members at anticipated levels.

Possible Delays in the Sale of Investments. The Company anticipates that an Investment will be sold in approximately four (4) to six (6) years from the time the Investment was acquired. It may not be possible to sell the Investments at such time. Further, it is anticipated that the loan documents for the financing of one or more Investments may not allow for prepayment except shortly before the maturity date and may require the payment of a yield maintenance penalty or defeasance and the lender's approval of the buyer of the Investment for a loan assumption. If an Investment is not sold as anticipated, the Company may have to attempt to refinance the loan. Based on historical interest rates, current interest rates are low, and it is likely that the interest rate that may be obtained upon refinancing will be higher than that of the loans. Fluctuations in the supply of money for such loans affect the availability and cost of loans, and the Company is unable to predict the effects of such fluctuations on the Company.

Prevailing market conditions at the time the Company seeks to refinance a loan may make such loans difficult or costly to obtain. Such conditions may also adversely affect cash flow and/or profitability of the Company.

Hurricanes and Floods. The Investments may be located in areas in the United States that have increased risk of hurricanes or high winds and floods. A hurricane or flood could cause structural damage to or destroy an Investment. The Company does not intend to obtain wind or flood insurance for the Investments unless required by a lender. It is possible that any such insurance, if obtained, will not be sufficient to pay for damage to any Investment, which could affect returns to the Members on their investment in the Company.

Uninsured Losses. The Company will try to maintain adequate insurance coverage against liability for personal injury and property damage, although it does not intend to obtain earthquake, hurricane or flood insurance unless otherwise required by a lender. However, there can be no assurance that insurance will be sufficient to cover any such liabilities. Furthermore, insurance against certain risks, such as earthquakes, hurricanes, floods and/or terrorism, may be unavailable or available at commercially unreasonable rates or in amounts that are less than the full market value or replacement cost of an Investment. In addition, there can be no assurance that particular risks that are currently insurable will continue to be insurable on an economical basis or that current levels of coverage will continue to be available. If a loss occurs that is partially or completely uninsured, the Company may lose all or part of its investment. The Company may be liable for any uninsured or underinsured personal injury, death or property damage claims. Liability in such cases may be unlimited. All of the foregoing could affect returns to the Members on their investment in the Company.

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

Compliance with the Americans with Disabilities Act. Under the Americans with Disabilities Act of 1990 (the "ADA"), public accommodations must meet certain federal requirements related to access and use by disabled persons. Facilities initially occupied after January 26, 1992 must comply with the ADA. When a building is being renovated, the area renovated and the path of travel accessing the renovated area, must comply with the ADA. Further, owners of buildings occupied prior to January 26, 1992 must expend *reasonable* sums, and must make *reasonable efforts*, to make practicable or readily achievable modifications to remove barriers, unless the modification would create an undue burden. This means that so long as owners are financially able, they have an ongoing duty to make their property accessible. The definitions of "reasonable," "reasonable efforts," "practicable" or "readily achievable" are site-dependent and vary based on the owner's financial status. The ADA requirements could require removal of access barriers at significant cost and could result in the imposition of fines by the federal government or an award of damages to private litigants. Attorneys' fees may be awarded to a plaintiff claiming ADA violations. State and federal laws in this area are constantly evolving and could evolve to place a greater cost or burden on the Company. While the Manager will attempt to obtain information with respect to compliance with the ADA prior to investing in an Investment, there can be no assurance that ADA violations do not or will not exist at a specific Investment. If other violations do exist, there can be no assurance that there will be funds to pay for any necessary repairs.

Lack of Representations and Warranties. The Company may acquire Investments from sellers who make only limited or no representations and warranties regarding the condition of such real estate, the status of leases, the presence of hazardous materials or hazardous substances within such real estate, the status of governmental approvals and entitlements for such real estate or other matters adversely affecting such real estate, which if discovered, the Company may not be able to pursue a claim for damages against such sellers except in limited circumstances. This

will likely be the case for substantially all Investments purchased from lenders who have previously foreclosed. The extent of damages that the Company may incur as a result of such matters cannot be predicted but potentially could result in a significant adverse effect on the value of such real estate and therefore the returns to Members on their investment in the Company.

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

No Appraisals or Reports. The Company typically will obtain independent third-party appraisals or valuations of an Investment, or other reports with respect to an Investment, before the Company invests in such Investment. However, in certain circumstances, the Company may not have time to obtain an appraisal or other reports. If the Company does not obtain such third-party appraisals or valuations, there can be no assurance that an Investment's value will exceed its cost or that any sale or other disposition of such Investment will result in a profit. Third-party appraisals and other reports may be prepared for lenders, in which case the Company typically will try to obtain a copy of such appraisals and reports for review, as well as reliance letters from the third-party preparers to allow the Company to rely on such appraisals and reports. To the extent the Company does not obtain such reports or reliance letters before investing in an Investment, the risk of investing in such Investment may be increased.

No Audited Results of Operation. The Company will not obtain audited operating statements regarding the prior operations of an Investment. The Company will rely on unaudited financial information provided by the seller of the Investment, if available. Thus, it is possible that information relied upon by the Company with respect to the acquisition of an Investment may not be accurate.

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

Risks Related to Public Health Concerns. The outbreak of the COVID-19 virus in early 2020 that rapidly spread to a growing number of countries, including the United States, created considerable instability and disruption in the U.S. and world economies and continues to cause supply and employment shortages. The extent to which the Company's results of operations or its overall value will be affected by such disruptions and shortages or any other epidemic or pandemic will largely depend on future developments, which are highly uncertain and cannot be accurately predicted, including new information which may emerge concerning other similar viruses or variants thereof, and the actions required to be undertaken to contain such viruses or variants thereof or treat their impact. As a result of shutdowns, quarantines or actual viral health issues, residents at the Investments may experience reduced wages for a prolonged period of time and may be unable to make their rental payments. The Company may be unable to evict tenants due to federal, state and/or local laws or regulations or lender requirements implemented as a result of such outbreaks. In addition, the Property Manager may be limited in its ability to properly maintain the Projects as a result of reduced cash from operations and staff shortages. Market fluctuations may affect the Company's ability to obtain necessary funds for its operations from current lenders or new borrowings. In addition, the Company may be unable to obtain financing for the acquisition of new Investments on satisfactory terms, or at all. The third-party reports relating to market studies or demographics that the Company obtained in connection with the acquisition of the Investments may have been based on data that was obtained prior to such outbreaks. The occurrence of any of the foregoing events or any other related matters could materially and adversely affect the financial performance, investor distributions and the overall value of the Company, and investors could lose all or a substantial portion of their investment in the Company.

Financing Risks

Leverage. It is anticipated that the acquisition of the Investments will require the Company to obtain loans. Thus, the Investments will be leveraged. The Company anticipates that the aggregate loan-to-value ratio for all the

Investments acquired will be 65% to 70%; provided, however, the Company may obtain financing that exceeds such loan-to-value ratio in the Company's sole discretion, including with respect to any one Investment. The Company has not obtained a commitment for any loans. Therefore, the amount and terms of any future loans are uncertain and will be negotiated by the Manager. No assurance can be given that future cash flow will be sufficient to make the debt service payments on any loans and to cover all operating expenses. If revenues from the Investments are insufficient to pay debt service and operating costs, the Company may be required to seek additional working capital. There can be no assurance that such additional funds will be available. In the event additional funds are not available, the lenders may foreclose on the Investments and the Members could lose their investment. In addition, the degree to which the Company is leveraged could have an adverse impact on the Company, including (i) increased vulnerability to adverse general economic and market conditions, (ii) impaired ability to expand and to respond to increased competition, (iii) impaired ability to obtain additional financing for future working capital, capital expenditures, or general corporate or other purposes, and (iv) requiring that a significant portion of cash provided by operating activities be used for the payment of debt obligations, thereby reducing funds available for operations and future business opportunities.

Availability of Financing and Market Conditions. Market fluctuations in real estate loans may affect the availability and cost of loans needed for the Investments. Restrictions upon the availability of real estate financing or high interest rates on real estate loans may also adversely affect the ability of the Company to sell the Investments. Based on historical interest rates, current interest rates are low, and it is likely that the interest rates available for future real estate loans and refinances will be higher than the current interest rates for such loans, which may have a material and adverse impact on the Investments and the Company.

Unknown Loan Terms. The terms of the loans to be obtained or assumed by the Company to acquire the Investments will vary and the exact terms are unknown. The Company will need to obtain loans to acquire the Investments and may need to obtain additional loans to finance its internal operations as well as the operations of the Investments. The Company has not obtained a commitment for any such financing. Thus, the terms of such future financings are unknown. It may be difficult to obtain financing when needed and the terms and conditions under which any financing can be obtained are uncertain and could be unfavorable. Some of the loans to be obtained by the Company may have variable interest rates. As a result, the debt service payments on any such loan may increase and the Investment securing such loan may not generate sufficient cash flow to pay the increasing debt service payments. It is anticipated that the loans to be obtained by the Company to acquire the Investments may have short terms and will require the Company to make large balloon payments on the maturity date of the loans. If the Company is unable to make the balloon payment by selling the related Investment or refinancing the applicable loan for any reason, the ownership of an Investment could be jeopardized. If the terms of the loans obtained are less favorable than those anticipated by the Manager, the Members may not receive their expected return on their capital.

Carve-Outs to Nonrecourse Liability. Although the Company anticipates obtaining loans for the Investments that will be nonrecourse as to principal and interest, lenders will require the Manager and the Company to be personally liable for certain "bad boy acts" and to indemnify the lenders against environmental claims. It is also anticipated that the Company will be liable for certain springing recourse events. In circumstances where personal liability attaches, the lender could proceed against the Company's assets. It is possible that the Manager, the Property Manager and/or the Company could each be responsible for all the nonrecourse carve-outs or springing recourse events. Members, however, will not be personally liable for the foregoing.

Recourse Liability. Although the Company anticipates that any loan it obtains to acquire an Investment will be nonrecourse, the Manager has the discretion to obtain recourse loans. In the event the Company obtains a recourse loan and the related Investment fails to perform as expected, the Company may not have adequate cash to make payments due on the loan. If the Company defaults on a recourse loan, in addition to foreclosing on the related Investment, the lender may seek repayment from other assets of the Company, which would adversely affect the performance of the Company.

Restrictions on Transfers. It is anticipated that the loans for the Investments will restrict the ability of the Company to sell its interest in the Investments. In addition, the loans may place restrictions on the ability of the Members to transfer their Units in the Company.

Events of Default. It is anticipated that certain actions by the Company will cause an event of default under the loan documents with a lender. Generally, it is anticipated that the following items will cause a default under a loan: the failure to make required payments under the loan, the failure to pay taxes, the failure to maintain insurance, the assignment by an owner of the Investment of an interest in the Investment to a creditor, the bankruptcy of an owner of an Investment, the filing of an action for partition or the transfer of an interest in the Investment without lender's consent. Additional events of default may be applicable for some or all the loans. An event of default on a loan could result in foreclosure by the lender on the applicable Investment and the loss of all or a substantial portion of the investment made by the Company, which would materially and adversely affect the investment of the Members in the Company.

Risks Relating to the Formation and Internal Operation of the Company

New Venture. The Company is a newly formed business entity with no history of operations and limited assets. The Company is subject to the risks involved with any speculative new venture. No assurance can be given that the Company will beprofitable.

Limited Resources of the Manager. The Manager has a limited net worth and limited financial resources to satisfy its obligations as the Manager. A financial downturn or reversal for the Manager could adversely affect the ability of the Manager to manage the Company. There can be no assurance that the Manager will have sufficient funds to meet its obligations to the Company, or to otherwise financially support the Company. The Manager has no obligation to advance, invest or loan money to the Company.

Potential Adverse Effects of Delays in Investments. Delays which may take place in the selection and acquisition of the Investments could adversely affect the returns to investors due to delays in the commencement of distributions to Members and the reduced amount of such distributions.

Use of Proceeds to Pay Expenses. A portion of the Offering Proceeds will be used to pay certain fees, Selling Commissions and Expenses and Organization and Offering Expenses. Thus, the gross amount of the Offering Proceeds will not be available for investment in Investments. See "ESTIMATED USE OF PROCEEDS."

No Guaranteed Cash Distributions. There can be no assurance that cash distributions will, in fact, be made or, if made, whether those distributions will be made when or in the amount anticipated. Delays in making cash distributions could result from the inability of the Company to purchase, develop or operate its assets profitably. The Manager intends to distribute sufficient cash from activities of the Company to enable the Members to pay any tax imposed on any taxable income generated by the Company; however, there can be no assurance that the Manager will be able to distribute such cash.

Use of Proceeds Not Limited. The Operating Agreement provides the Manager with broad authority to invest the Offering Proceeds and the Management Investment in various types of assets, including assets that do not meet the investment criteria described in this Memorandum. Thus, the use of Offering Proceeds is not limited, and potential investors must entrust all investment decisions to the Manager.

Use of Offering Proceeds to Fund Distributions. The Operating Agreement does not prohibit the Manager from making distributions from Offering Proceeds and the Management Investment to the Members, and it is anticipated that during the offering period a portion of the Preferred Return will be funded from the Company's capital. If the Company makes distributions from its capital, rather than from its operating cash flow, the funds available for investment in the Investments will be decreased, which may result in the acquisition of fewer Investments, which could mean less diversification in the Investments of the Company.

Use of Proceeds to Pay Asset Management Fees. The Operating Agreement does not prohibit the Manager from paying the Asset Management Fee from Offering Proceeds and it is anticipated that during the offering period a portion of the Asset Management Fee will be funded from the Company's capital. The Manager is entitled to receive an annual Asset Management Fee in an amount equal to two percent (2%) of the Offering Proceeds, which will be subordinated to the receipt by the Members of their accrued but unpaid Preferred Return. The Company must pay the Preferred Return as a condition precedent to receiving the Asset Management Fee, creating a potential conflict of interest.

Loss of Uninsured Bank Deposits. The Company's cash, including the Offering Proceeds and the Management Investment, will be held in bank depository accounts. While the Federal Deposit Insurance Corporation ("FDIC") insures deposits up to $250,000 per depositor per insured institution in most cases, the Company may have deposits at financial institutions in excess of FDIC limits. The failure of any financial institution in which the Company has funds on deposit in excess of the applicable FDIC limits may result in the Company's loss of such excess amounts, which would adversely impact the Company's performance and the distributions to the Members.

Additional Working Capital Requirements. To the extent funds are not available from operations, the Company may require additional capital for operations and the Investments may require additional funds for capital improvements. The Company will likely be required to obtain loans for such amounts. The Company has not received a commitment from any third party to make such future loans, if needed, and there can be no assurance that such loans can be arranged or what the terms of any such borrowings would be. In addition, it is anticipated that the loans obtained to acquire the Investments will restrict the ability of the borrowers to obtain secondary financing, which could severely restrict the ability of the Company to fund its operations and the capital improvements to Investments as needed.

Reliance on Management. Subject to limited approval rights of the Members, all decisions regarding management of the Company's affairs will be made exclusively by the Manager and not by the Members. The approval rights of the Members do not include any decision-making power regarding the acquisition, operation, financing, refinancing, sale or other actions in respect of the Investments. Accordingly, investors should not purchase Units unless they are willing to entrust all aspects of management to the Manager or its successor(s), including, but not limited to, the selection of the Investments. Potential investors must carefully evaluate the personal experience and business performance of the principals of the Manager. Additionally, the Manager may retain independent contractors to provide services to the Company relating to the Investments. Such contractors have no fiduciary duty to the Members and may not perform as expected. See "COMPANY BUSINESS PLAN."

Key Personnel. The Manager, and therefore the Company, will be reliant on the services of its key personnel, and especially Matthew A. Sharp and J. David Kelsey, the managers of the Manager. Neither the Manager nor the Company has entered into an employment agreement with either of Messrs. Sharp or Kelsey, and if either of them, or any other key person were to leave, become disabled or die or otherwise cease to control voting of the Manager, the Company and the investments of the Members would likely be materially and adversely affected. The Manager will also depend upon the efforts of other officers and employees of the Manager who will be actively involved in the Company's business. There can be no assurance that such key personnel will continue to be associated with the Manager or its affiliates throughout the life of the Company. In addition, the Manager and employees of the Manager are not required to devote their respective full time and efforts to the Company and the Manager and the employees of the Manager will devote energies to other parties, subject to the powers, authorities and limitations set forth herein.

Property Management. The Investments will be managed by the Property Manager, an affiliate of the Manager. There can be no assurance that the Property Manager will be able to successfully manage the Investments.

Conflicts of Interest; Additional Activities. The principals of the Manager and its affiliates are employed independently of the Company and may engage in other activities. The Manager and its affiliates are engaged in other activities and intend to continue to engage in such activities in the future, including other real estate ventures. The Manager and its affiliates and their principals will therefore have conflicts of interest in allocating management time, services and functions between various existing enterprises and future enterprises the Manager and its affiliates and their principals may organize, as well as other business ventures in which the Manager, its affiliates and their principals may be or may become involved. The Manager and its affiliates, however, believe that they will have sufficient staff, consultants, independent contractors and business managers to adequately perform their responsibilities to the Company. The other real estate ventures of the Manager and its affiliates may also compete for Investment acquisition opportunities with the Company. The Manager has not developed a formal asset allocation policy; however, the Manager believes that it can adequately allocate opportunities between the various real estate ventures sponsored by it and its affiliates. See "CONFLICTS OF INTEREST."

Receipt of Compensation Regardless of Profitability. The Manager and its affiliates are entitled to receive certain significant fees, distributions and reimbursements regardless of whether the Company operates at a profit or a loss. See "COMPENSATION TO THE MANAGER AND ITS AFFILIATES."

Loss on Dissolution and Termination. The Company will not be dissolved or terminated, and the proceeds realized by the Company from the liquidation of the assets of the Company, including its subsidiaries, distributed among the Members, until after payment in full of all loans and other obligations of the Company and its subsidiaries. See "SUMMARY OF THE OPERATING AGREEMENT" and Exhibit A - Limited Liability Company Agreement of HPI Real Estate Fund X LLC. The ability of a Member to recover all or any portion of such Member's investment under such circumstances will, accordingly, depend on the amount of net proceeds realized from such liquidation and the claims to be satisfied therefrom. There can be no assurance that the Company will recognize gains on such liquidation.

Liability of Members. In general, the Members of the Company may be liable for the return of a distribution to the extent that the Members knew at the time of the distribution that after such distribution, the remaining assets of the Company would be insufficient to pay the then outstanding liabilities of the Company (exclusive of liabilities to the Members on account of their Units and liabilities for which the recourse of creditors is limited to specified property of the Company). Otherwise, the Members are generally not liable for the debts and obligations of the Company beyond the amount of the Capital Contributions they have made or are required to make under the Operating Agreement, plus undistributed profits. See "SUMMARY OF THE OPERATING AGREEMENT" and Exhibit A - Limited Liability Company Agreement of HPI Real Estate Fund X LLC.

Limitation of Liability/Indemnification of the Manager. The Manager and its attorneys, agents and employees will not be liable to the Company or its Members for errors of judgment or other acts or omissions not constituting fraud, gross negligence or willful misconduct as a result of certain indemnification provisions in the Operating Agreement. See "SUMMARY OF THE OPERATING AGREEMENT" and Exhibit A - Limited Liability Company Agreement of HPI Real Estate Fund X LLC. A successful claim for such indemnification would deplete the Company's assets by the amount paid.

Limitation of Liability/Indemnification of Property Manager. The Property Manager and its attorneys, agents and employees may not be liable to the Company for errors in judgment or other acts or omissions not constituting fraud, gross negligence or willful misconduct as a result of certain indemnification provisions in any property management agreement with the Property Manager. A successful claim for such indemnification would deplete the Company's assets by the amount paid.

Members Bound by Decision of Majority Vote. Subject to certain limitations, Members holding a majority of Units may vote to, among other things, amend the Operating Agreement, or merge or liquidate the Company. Members who do not vote with the majority in interest of the Members nonetheless will be bound by the majority vote. See "SUMMARY OF THE OPERATING AGREEMENT" and Exhibit A - Limited Liability Company Agreement of HPI Real Estate Fund X LLC.

Litigation. In the ordinary course of its business, the Company may be subject to litigation from time to time. The outcome of such proceedings may materially adversely affect the value of the Company and may continue without resolution for long periods of time. Any litigation may consume substantial amounts of the Manager's time and attention, and that time and the devotion of such resources to litigation may, at times, be disproportionate to the amounts at stake in the litigation.

Risks Relating to Private Offering and Lack of Liquidity

Limited Transferability of Units. Each investor who becomes a Member will be required to represent that such investor is acquiring the Units for investment purposes only and not with a view to distribution or resale, that such investor understands the Units are not freely transferable and, in any event, that such investor must bear the economic risk of investment in the Company for an indefinite period of time because the Units have not been registered under the Securities Act or certain applicable state securities laws, and that the Units cannot be sold unless they are subsequently registered or an exemption from such registration is available and unless such investor complies with the applicable provisions of the Operating Agreement. There will be no market for the Units and a

Member cannot expect to be able to liquidate such Member's investment in the case of an emergency. Further, the sale of Units may have adverse federal income tax consequences. The transfer of a Member's Units requires the prior written consent of the Manager. Further, no transfer will be allowed unless the Manager determines that the transfer will not cause the Company to be "publicly traded." There are no specified circumstances relating to the granting or withholding of the required prior written consent of the Manager, although the Manager will observe the standards of a fiduciary to the Members as a group in determining whether to grant or withhold its consent as to any particular request for a transfer. See "SUMMARY OF THE OPERATING AGREEMENT," Exhibit A - Limited Liability Company Agreement of HPI Real Estate Fund X LLC and Exhibit B – Instructions to Investors and Subscription Agreement.

Speculative Investment. The Company's business objectives must be considered highly speculative and there is no assurance that the Company will satisfy those objectives. No assurance can be given that the Members will realize a substantial return, if any, on their purchase of Units or that the Members will not lose their entire investment in the Company. For this reason, prospective investors should carefully read this Memorandum and all exhibits to this Memorandum and should consult with their attorneys and financial advisors.

No Minimum Offering Amount; Limited Diversification. There is no minimum offering amount that must be sold. Therefore, the Company will be permitted to immediately accept subscriptions and deploy Offering Proceeds therefrom. It is possible that the Company will raise significantly less than the Maximum Offering Amount. In such case, it is likely that the Company will only acquire a limited number of Investments and the return to the Members would be dependent on fewer Investments than if the Maximum Offering Amount were raised.

Determination of Unit Price. The purchase price of the Units has been determined primarily by the capital needs of the Company and bears no relationship to any established criteria of value such as book value or earnings per Unit, or any combination thereof. Further, the price of the Units is not based on past earnings of the Company, nor does that price necessarily reflect current market value for the Investments proposed to be acquired by the Company. No valuation or appraisal of the Company's potential business has been prepared.

Offering Not Registered with the SEC or State Securities Authorities. The Offering will not be registered with the SEC under the Securities Act or the securities agency of any state and is being offered in reliance upon an exemption from the registration provisions of the Securities Act and state securities laws applicable only to offers and sales to investors meeting the suitability requirements set forth herein. If the Company should fail to comply with the requirements of such exemption, the Members would have the right to rescind the purchase of their Units if they so desired. It is possible that one or more Members seeking rescission would succeed. This might also occur under applicable state securities or "blue sky" laws and regulations in states where the Units will be offered without registration or qualification pursuant to a private offering or other exemption. If a number of Members were successful in seeking rescission, the Company and the Manager would face severe financial demands that would adversely affect the Company as a whole and, thus, the investment in the Units by the remaining Members. Additionally, because the Offering of the Units is a private offering and the Units are only to be sold to Accredited Investors, certain information that would be required if the Offering were not so limited or if the Offering was a public offering has not been included in this Memorandum, including, but not limited to, financial statements and prior performance tables. Thus, investors will not have this information available to review when deciding whether to invest in Units.

Private Offering – Lack of Agency Review. Because this Offering is a nonpublic offering and, as such, is not registered under federal or state securities laws, investors will not have the benefit of a review of the Offering or this Memorandum by the SEC or any state securities commission. The terms and conditions of the Offering may not comply with the guidelines and regulations established for real estate programs that are required to be registered and qualified with the SEC or any state securities commission.

Projected Aggregate Cash Flow. Any projected cash flow or forward-looking statements included in this Memorandum or in any supplement to this Memorandum and all other materials or documents supplied by the Manager involve risks and uncertainties, should be considered speculative and are qualified in their entirety by the assumptions, information and risks disclosed in this Memorandum. The assumptions and facts upon which such projections are based are subject to variations that may arise as future events occur. The anticipated cash flows and returns described herein or any supplement to this Memorandum are based upon assumptions made by the Manager

regarding future events. There is no assurance that actual events will correspond with these assumptions. The Company's actual results may differ significantly from the results anticipated or discussed in the forward-looking statements. Prospective investors are advised to consult with their tax, financial and business advisors concerning the validity and reasonableness of the factual, accounting and tax assumptions. Neither the Manager nor any other person or entity makes any representation or warranty as to the future profitability of the Company or an investment in the Units.

Management Investment. The Management Investment creates certain risks, including, but not limited to, the following: (i) Messrs. Kelsey and Sharp will obtain voting power as Members, and (ii) Messrs. Kelsey and Sharp may have an interest in disposing of Company assets at an earlier date than the other Members to recover their investment in the Units.

Estimates, Opinions and Assumptions. No representation or warranty can be given that the estimates, opinions or assumptions made herein will prove to be accurate. Any such estimates, opinions or assumptions should be considered speculative and are qualified in their entirety by the information and risks disclosed in this Memorandum. The assumptions and facts upon which any estimates or opinions herein are based are subject to variations that may arise as future events occur. There is no assurance that actual events will correspond with the assumptions. Prospective investors are advised to consult with their tax, financial and business advisers concerning the validity and reasonableness of the factual, accounting and tax assumptions. Neither the Manager nor any other person or entity makes any representation or warranty as to the future profitability of the Company.

No Representation of Members. Under the Operating Agreement, each of the Members acknowledges and agrees that counsel representing the Company, the Manager and their affiliates does not represent and will not be deemed under the applicable codes of professional responsibility to have represented or to be representing any or all the Members in any respect.

Investment by Tax-Exempt Purchasers. In considering an investment in Units of a portion of the assets of a trust or a pension or profit-sharing plan qualified under Section 401(a) of the Code and exempt from tax under Section 501(a) of the Code or an individual retirement account ("IRA"), a fiduciary should consider (i) that the plan, although generally exempt from federal income taxation, would be subject to income taxation were its income from an investment in the Company and other unrelated business taxable income to exceed $1,000 in any taxable year (to the extent that the Investments generate income, such income will be unrelated business taxable income), (ii) whether an investment in the Company is advisable given the definition of plan assets under ERISA and the status of U.S. Department of Labor ("DOL") regulations regarding the definition of plan assets, (iii) whether the investment is in accordance with plan documents, including any investment guidelines to which the fiduciary is subject with respect to the plan, and satisfies the diversification requirements of Section 404(a) of ERISA, (iv) whether the investment is prudent under Section 404(a) of ERISA, considering the nature of an investment in, and the compensation structure of, the Company and the potential lack of liquidity of the Units, (v) that the Company has no history of operations, and (vi) whether the Company or any affiliate is a fiduciary or party in interest to the plan. See "INVESTMENT BY QUALIFIED PLANS AND IRAS."

Subsequent Investors May be Able to Review the Company's Investments. Investors who invest in the later stages of the Offering will have a greater opportunity to review information regarding the Investments acquired by the Company that will not be available to early investors. In this regard, later investors may have an advantage in deciding whether to invest in the Company.

No Registration under the Investment Company Act of 1940 or the Investment Advisers Act of 1940. The Investment Company Act of 1940, as amended (the "Investment Company Act") requires that any issuer that is beneficially owned by 100 or more persons and that owns certain securities be registered as required under the Investment Company Act. The Company does not intend to register under the Investment Company Act. If the Company accepts more than 100 Members and fails to qualify under one of the exemptions or exclusions from the Investment Company Act, the Company will have to register under the Investment Company Act. In the event the Company is required to register under the Investment Company Act, the returns to the Members will likely be significantly reduced. Similarly, the Manager is not registered, and does not intend to register, as an investment adviser pursuant to the Investment Advisers Act of 1940, as amended (the "Investment Advisers Act"), or pursuant to applicable state law. If the Manager is required to register as an investment adviser under either the Investment

Advisers Act or applicable state law, or if the SEC or a state securities agency determines that the Manager should have registered as an investment adviser, the Manager may face significant expenses and its ability to manage the Company may be negatively impacted. Because the Company will not be registered under the Investment Company Act and the Manager will not be registered under the Investment Advisers Act or applicable state law, the protections of those laws will not be available to the Company or any investor.

Compensation of Selling Group Members. Selling Group Members are compensated based on the number of Units they sell. As a result, Selling Group Members have an incentive to sell a significant number of Units to one or more investors.

Lack of Firm Commitment Underwriting. The Company is offering the Units on a "best efforts" basis through the Managing Broker-Dealer and Selling Group Members. The fact that this is not a firm commitment offering may result in significantly less than the Maximum Offering Amount being raised which could limit the diversity of the Company's Investments. See "PLAN OF DISTRIBUTION."

Compensation of Managing Broker-Dealer. The Managing Broker-Dealer may sell Units as part of the Selling Group, thereby becoming entitled to Selling Commissions. The Managing Broker-Dealer will also receive (i) a nonaccountable marketing and due diligence allowance of one percent (1.00%) of the Total Sales which the Managing Broker-Dealer may reallow, in whole or in part, to the Selling Group Members, (ii) a placement fee of two percent (2.00%) of the Total Sales, part of which may be reallowed, in whole or in part, to certain wholesalers, and (iii) an annual fee of one-tenth of one percent (0.10%) of the Total Sales, which is anticipated to be paid from the Company's cash flow. Thus, the Managing Broker-Dealer will have additional incentive to sell Units. See "PLAN OF DISTRIBUTION."

Tax Risks

An investment in Units entails substantial federal income tax risks, some of which are described immediately below. A general description of the federal income tax consequences associated with an investment in Units is described in the section of this Memorandum titled "FEDERAL INCOME TAX CONSEQUENCES." All statements contained in this Memorandum concerning federal income tax consequences of an investment in the Company are based upon existing law and administrative and judicial interpretations thereof as of the date of this Memorandum. The rules dealing with federal income taxation are constantly under review by persons involved in the legislative process and by the Internal Revenue Service (the "IRS") and the U.S. Treasury Department, resulting in revisions of regulations and revised interpretations of established concepts as well as statutory changes. Future administrative pronouncements and court decisions as well as new laws enacted by Congress could change the law applicable to the taxation of partnerships engaged in the operation of real estate properties. Therefore, no assurance can be given that the currently anticipated federal income tax treatment of an investment in the Company will not be modified by legislative, judicial or administrative changes, possibly with retroactive effect, to the detriment of the Members. Any such change could apply to the Company and its Members and could have an adverse impact on an investment in Units.

Tax Classification. The Company plans to be taxed as a partnership to subject its income to income tax only once. If such plan is not realized, the Company will be considered a corporation for income tax purposes. Under such a circumstance, the Company's profit would be taxed once when earned and a second time when such profits were distributed to the Members. Such a result would reduce the Members' yield from an investment in Units. See "FEDERAL INCOME TAX CONSEQUENCES – Status as Partnership for Tax Purposes."

Members' Tax Liability. As a partnership, the Company will not be subject to income tax on its taxable income and gain. Instead the Company's taxable income and gain will be allocated among the Members who must report their shares of such income and gain on their own tax returns and pay any tax attributable thereto. The tax liability associated with a Member's share of the Company's taxable income in any year could exceed the amount of the distributions that a Member receives from the Company in such year. A Member will recognize taxable gain from the sale or other disposition of Units to the extent that the amount received in such a disposition exceeds the Member's tax basis in the Member's Units. Because a Member's share of the Company's liabilities is included in the amount that a Member is considered to receive from a sale or disposition of Units, it is possible for a Member's taxable gain and the tax attributable thereto to exceed the actual cash received from a sale or other disposition of the Member's

Units. See "FEDERAL INCOME TAX CONSEQUENCES – Partnership Taxation," "- Disposition of Units" and "– Disposition of Company Property."

Inability to Use Losses. Tax losses (if any) that the Company may realize from its operations will be allocated to the Members. However, because of various limits imposed by the tax law on a partner's ability to use such partner's share of partnership losses, a Member should not expect to be able to use such losses to shelter income from other sources. In particular, an investment in Units will be considered a passive activity for purposes of the passive loss rules. Under these rules, individuals, trusts, estates and certain corporations are prohibited from using their shares of a partnership's losses to shelter income from other sources except income from other investments that are considered passive activities. Therefore, a Member's ability to use such Member's share of Company tax losses (if any) will be severely restricted. See "FEDERAL INCOME TAX CONSEQUENCES - Losses" and "-Passive Activity Limitation."

Allocation of Taxable Income and Loss Among Partners. Although a partnership is permitted to determine the manner of allocating its taxable income and loss among its partners, the IRS could challenge the method used on the grounds that it lacks substantial economic effect. If successful, such a challenge would result in amended tax returns, reallocation in a less favorable manner to certain partners, interest and possible penalties. See "FEDERAL INCOME TAX CONSEQUENCES – Allocation of Taxable Income, Gain and Loss among Investors."

Disallowance of Deductions. The availability and timing of deductions claimed by the Company in computing its taxable income depend on general legal principles as well as factual matters. The IRS could challenge deductions claimed by the Company. The IRS could claim, for example, that fees which the Company paid to the Manager and its affiliates are excessive or otherwise nondeductible, that items of expense deducted currently instead must be capitalized and claimed as deductions over time and that costs allocated to assets with a short life instead must be depreciated over a longer period of time or are not depreciable at all. If such claims were successful, the Members' shares of the Company's taxable income and the tax attributable thereto would be increased. See "FEDERAL INCOME TAX CONSEQUENCES – Various Fees and Expenses."

Audit and Penalties. The IRS could audit the Company's income tax returns. Such an audit could result in disallowance of deductions and the reallocation of income as described above. Such action would result in interest charges and could cause the imposition of penalties. The Code imposes a penalty of twenty percent (20%) on an underpayment of tax that is attributable to negligence, a substantial understatement of income tax or a valuation misstatement. See "FEDERAL INCOME TAX CONSEQUENCES – Penalties and Interest."

Unrelated Business Taxable Income. An organization that generally is exempt from income taxation nevertheless is subject to income tax on its unrelated business taxable income ("UBTI"). It is expected that an exempt organization will have UBTI from an investment in Units and should consult its own tax advisor regarding the effect of UBTI on an investment in Units. See "FEDERAL INCOME TAX CONSEQUENCES – Tax-Exempt Investors."

Investment by Tax-Exempt Investors. In considering an investment in the Company of a portion of the assets of a trust of a pension or profit-sharing plan qualified under Section 401(a) of the Code and exempt from tax under Section 501(a) of the Code or assets of an IRA, a fiduciary should consider (i) whether the investment satisfies the diversification requirements of Section 404 of ERISA; (ii) whether the investment is prudent since the Units are not freely transferable and there may not be a market in which the Units may be sold or otherwise disposed; and (iii) whether interests in the Company or the underlying assets owned by the Company constitute plan assets ("Plan Assets") under ERISA and the final regulations promulgated by the DOL at 29 C.F.R. Section 2510.3-101 (the "Plan Asset Regulation"). See "INVESTMENT BY QUALIFIED PLANS AND IRAS."

Medicare Tax. Prospective investors should note that Section 1411 of the Code, added by the Healthcare and Education Reconciliation Act of 2010 (the "2010 Act"), expanded "FICA" taxes to include a 3.8% tax on certain investment income, effective for taxable years beginning after December 31, 2012. In general, in the case of an individual, this tax is 3.8% of the lesser of (i) the taxpayer's "net investment income," or (ii) the excess of the taxpayer's adjusted gross income over the applicable threshold amount ($250,000 for taxpayers filing a joint return, $125,000 for married individuals filing separate returns and $200,000 for other taxpayers). Special rules apply with respect to the computation of a trust's liability for the 3.8% tax. An investor's distributive share of the Company's taxable income or gain will be included as investment income in the determination of "net investment income" under

Code section 1411(c). An investor will be subject to the 3.8% tax if such investor's adjusted gross income is in excess of the investor's applicable threshold amount. Further, in the case of an investor's disposition of Units, any taxable gain will be taken into account by the investor for the purpose of determining "net investment income" under Section 1411(c), as if the Company had sold all its properties for fair market value immediately before such disposition.

Variation Among Members. The tax consequences of an investment in Units could vary widely among Members due to differences in their particular circumstances. This Memorandum describes only general consequences and does not address the effect of such consequences on particular situations. Therefore, each prospective investor must consult such prospective investor's own tax advisor to determine how the consequences of an investment in Units will affect the prospective investor's particular situation.

[Remainder of Page Left Intentionally Blank]

ESTIMATED USE OF PROCEEDS

The following table sets forth the estimated sources and uses of the Offering Proceeds if the Maximum Offering Amount is achieved. Because the amounts below are estimates, these amounts may not accurately reflect the actual receipt or use of the Offering Proceeds. The table reflects the present intentions of the Company and any unforeseen change of circumstances may require the Company to modify the information set forth below.

	Maximum Offering Amount[1]	Percentage of Gross Proceeds
Offering Proceeds	$150,000,000	100.00%
Selling Commissions[2]	$ 9,000,000	6.00%
Marketing and Due Diligence Allowance[3]	$ 1,500,000	1.00%
Placement Fee[4]	$ 3,000,000	2.00%
Organization and Offering Expenses[5]	$ 1,500,000	1.00%
Available for Investment[6]	$135,000,000	90.00%
Total Application	$150,000,000	100.00%

(1) The Company may, in its sole discretion, increase the Maximum Offering Amount to up to $200,000,000 of Units.

(2) Selling Commissions in an amount of up to six percent (6.00%) of the Total Sales will be paid to the Managing Broker-Dealer, which it may reallow, in whole or in part, to Selling Group Members.

(3) The Managing Broker-Dealer will receive a non-accountable marketing and due diligence allowance of one percent (1.00%) of the Total Sales which it may reallow, in whole or in part, to Selling Group Members.

(4) The Managing Broker-Dealer will receive a placement fee of two percent (2.00%) of the Total Sales, part of which may be reallowed to certain wholesalers for wholesaling fees.

(5) The Manager will be entitled to reimbursement for expenses incurred in connection with the Offering and the organization of the Company, including legal, accounting, printing and other costs and expenses directly related to the Offering. The Company anticipates that the Organization and Offering Expenses will be approximately $1,500,000 if the Maximum Offering Amount is sold (approximately one percent (1.00%) of the Maximum Offering Amount). Such amount could increase if the Maximum Offering Amount is increased by the Company in its sole discretion. The Company will reimburse the Managing Broker-Dealer in an amount of up to $40,000 for actual costs incurred by the Managing Broker-Dealer related to the printing and distribution of the Memorandum and for travel related to the sale of Units, which will be part of the Organization and Offering Expenses.

(6) It is anticipated that many of the Investments will be acquired with cash down payments and acquisition debt which has not yet been obtained. Amounts available for investment will be used to acquire the Investments and to pay related acquisition expenses including, but not limited to, closing costs, title and escrow costs, due diligence costs, loan fees and costs and the Manager's Acquisition Fee.

[Remainder of Page Left Intentionally Blank]

COMPANY BUSINESS PLAN

Overview

The Manager will evaluate numerous factors to help make its determination regarding whether the Company should acquire a proposed Investment. The Manager intends to acquire primarily multifamily apartment properties and target Investments that exhibit one or more of the following characteristics:

- Acquisition cost below replacement cost or below market peak pricing.
- Located in market growth corridors where population and employment growth are significant.
- Unique property features such as strong access, visibility, location, quality and value.
- Financial barriers to entry into the local market, including cost of land and construction costs relative to market rental rates.
- Significantly lower rents as compared to the newest class A rental communities that allow for rental increases at the newly upgraded acquisition property while remaining the less expensive renter option.
- Existing operational and management shortcomings that will allow for the potential reduction of expenses and increase in revenue.

The Manager believes there are many opportunistic acquisition opportunities in the current and near-term real estate market that would provide the Company with an opportunity to achieve its objectives, such as:

- Class A-/B+ properties generally built after the year 2000 which allow for apartment unit interior upgrades generally costing between $1,250 and $2,500 per unit that will result in immediate rental increases of $30 to $60 per month and help maintain strong occupancy and tenant credit quality.

- Newer class A properties located in tier-one markets that have suffered from significant overbuilding, resulting in decreased rental rates, occupancies and building values. In many of these markets, new construction has subsequently waned while population and employment growth continues to grow, creating opportunities to acquire newer class A properties whose values are lower due to overbuilding. In 2020, 425,000 apartment units were delivered nationwide, the most in a decade. The vast majority of these deliveries occurred in gateway and tier-one markets. Examples of tier-one markets include Denver, Minneapolis, Charlotte, Orlando, Dallas and Houston. Sharp declines in the delivery of multifamily properties are expected in 2022, with deliveries in 2023 expected to be half of the 2020 amount. While overbuilding has occurred, these are generally among the fastest growing metropolitan areas in the United States, and therefore occupancy and rate stabilization seems likely to occur within just a few years at most, as populations continue to grow and new construction decreases.

- Newly constructed properties where construction loans are coming due after the development and lease-up to stabilization may have been delayed by market forces such as overbuilding or, more recently, pandemic-related complications to construction timeframes and lease-up. These developers will very often sell prior to stabilization at a discount to projected value and previous market peak valuations for similar newly constructed assets in order to assure a construction loan default is avoided. Such a default would severely impact the developer's ability to finance future developments, and therefore selling prior to stabilization at a lower sale price is a very logical decision.

- Properties in college-dependent markets that have experienced a combination of COVID-19 pandemic closures and hybrid or remote learning, general over-construction and poor current demographics, creating market conditions that the Manager believes hit a low point in 2020-21 but which the Manager expects to improve over the next two years.

- The lifting of the COVID-19 restrictions has enabled universities to gradually return to full-time in-person learning over the past 18 months, and the Manager anticipates the same will continue for the 2022-23 school year.
- Similarly, the overbuilding that has occurred was in large part a reaction to favorable demographics for increased enrollment. Such overbuilding is reversing course, decreasing new construction levels.
- Furthermore, college age demographics are expected to improve in the coming years. In 2020, the population of 18-year-old persons in the United States was 380,000 fewer than in 2010, resulting in a decrease of incoming college freshman of 8.1%. This demographic downturn is expected to reverse course and increase for the 2022-23 school year.

- Multifamily property receivership sales, sales of defaulted mortgage notes and sales of foreclosed multifamily apartment properties have begun to increase in markets impacted by the COVID-19 pandemic response. In fact, two most recent predecessor funds have already acquired three properties through this process, at significant discounts to the defaulted mortgage amounts. The Manager was founded in the recession of 2008-2009 specifically to acquire properties from lenders after the previous owners defaulted on their mortgages. Twenty-one of the first 24 apartment properties acquired by the Manager's first three funds were acquired after mortgage defaults, either through a purchase of the REO property, a receivership sale of a property in default on its mortgage, or the mortgage acquisition by the particular fund where the Manager negotiated a deed in lieu of foreclosure with the defaulted borrower. The Manager feels this opportunity will continue to present itself over the coming year or so, especially in markets with meaningful exposure to tourism, college and university education, and states and cities where employer shutdowns and eviction moratoriums were particularly heavy-handed. In November 2021, 3.6% of multifamily mortgages were more than 30 days delinquent or in foreclosure.

- Properties in markets uniquely impacted by the COVID-19 pandemic and federal, state and local reactions. These include markets heavily exposed to colleges and universities and tourism, as well as those areas with governments that may have been more restrictive in their COVID-19 pandemic-related response.

- Properties in gateway city markets severely impacted by COVID-19 outmigration.

The Manager anticipates that the Company will target the acquisition of Investments in which the Manager believes it is able to create upside in the Investments' cash flows and values through improved property operations and management and as a result of targeted capital upgrades to either or both the interior apartment units and the exterior and common areas. The Company may adjust its targeted portfolio allocation based on, among other things, prevailing real estate market conditions and the availability of attractive investment opportunities. The Company will not forego an attractive Investment because it does not fit within its targeted asset class or portfolio composition.

The Company generally expects to hold and operate the Investments for approximately four (4) to six (6) years. The Manager anticipates that the average purchase price range for an Investment will be between $10 million and $50 million, with a total acquisition portfolio valued at approximately $325-$350 million if the Maximum Offering Amount is sold. The Company will acquire the Investments from unaffiliated sellers. During the pendency of the Offering, the Company will supplement this Memorandum when it acquires an Investment using Offering Proceeds, which supplement will include information regarding the applicable Investment. The Company intends to finance the purchase of the Investments with the Offering Proceeds, the Management Investment and loans to be obtained from various third-party lenders. The Manager anticipates that the aggregate loan-to-value ratio for all the Investments acquired will be 65% to 70% based on the total acquisition price of the Investments; provided, however, that the Company may obtain financing that exceeds such loan-to-value ratio in the Company's sole discretion, including with respect to any one Investment. The Manager has not obtained any financing commitments for any Investment.

What We Buy

The Manager will evaluate numerous factors to help make its determination regarding whether the Company should acquire any proposed Investment. The Manager intends to acquire primarily multifamily apartment properties and target Investments that exhibit one or more of the following characteristics:

- Class A-/B+ properties generally built after the year 2000 which allow for apartment unit interior upgrades generally costing between $1,250 and $2,500 per unit that will result in immediate rental increases of $30 to $60 per month and help maintain strong occupancy and tenant credit quality.

- Acquisition cost below replacement cost. An attractive basis below replacement cost has been a fundamental tenet of the Manager's investment strategy.

- Located in market growth corridors where population and employment growth are significant.

- Unique property features, such as strong access, visibility, location, quality and value.

- Financial barriers to entry into the local market, including cost of land and construction costs relative to market rental rates.

- Meaningful rental discounts to the newest class A rental communities that allow for rental increases at the newly upgraded acquisition property while remaining the less expensive renter option.

- Properties where the Property Manager's property and market intelligence and experience has helped identify shortcomings in a potential acquisition's existing management enabling the Company to potentially reduce expenses and increase revenue.

How We Buy

The Company will opportunistically acquire properties in situations where the Manager believes at least one or more of the following characteristics exists that provides the Company an opportunity to acquire attractively priced assets:

- Acquire from sellers with whom the Manager and/or its personnel have a transactional relationship enabling the Company to benefit from the Manager's relationships.

- Acquire from sellers who need to sell at what the Manager believes to be a non-optimal point in the property cash flow cycle, due to reasons such as hold term limitations and debt maturity.

- Acquire from sellers who have held the property through a 10-year hold period and loan term, many of which are no longer sufficiently capitalized to keep the property well-maintained or take advantage of market rental upgrade potential.

The Manager will take the following steps to enable successful deal consummation:

- Complete significant due diligence prior to making the offer to purchase allowing for tight closing timeframes and earnest money deposits that become non-refundable quickly, which assures speed and certainty of closing thereby alleviating seller's omnipresent concern of a potential "broken" sale.

- Benefit from the strong lender relationships of the Company which allow it to often close acquisitions within forty-five (45) days from the execution of the purchase and sale agreement.

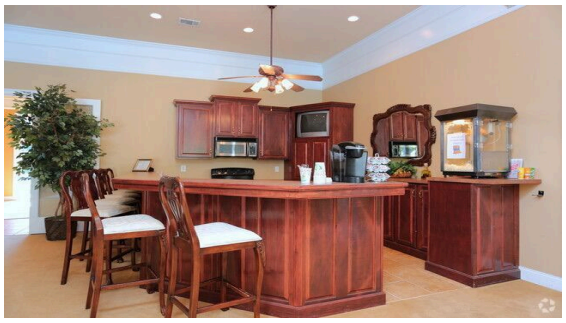
How We Seek to Add Value

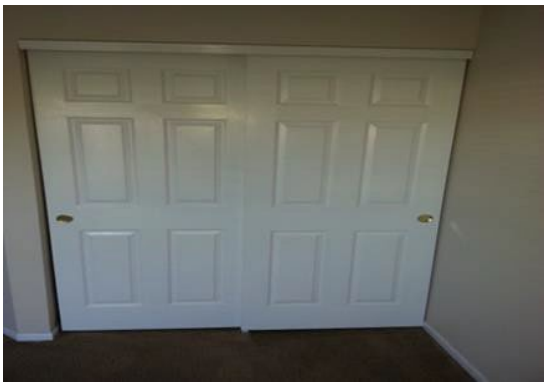
Apartment properties built in the 2000s that the Company intends to target generally have community characteristics similar to those of newly built properties, including modern clubhouses, business centers, swimming pools, pool-houses, grilling areas and exercise facilities. They also have apartment unit interior characteristics similar to newer constructed assets such as walk-in closets, multiple bathrooms, full appliance packages, washer-dryer hookups/laundry rooms, as well as, in some instances, 9-foot ceilings and crown moldings. Despite these similarities, the Company believes that apartment renter tastes have changed in subtle but important ways over the last decade leading to renter preferences for the more modern finishes of new construction over slightly older un-renovated properties. These preferences can be accommodated through certain unit upgrades that result in a contemporary look to the apartment that, in the Manager's direct and recent experience, may result in immediately increased rental rates. The Manager is able to monitor the implementation and impact of its business plan through the web-based, real time property management software system used by the Property Manager that the Manager is able to access. The Manager's experience executing this business plan has consistently resulted in the increase of rents by $30 to $60 per month per unit after an investment of between $1,250 and $2,500 per unit, which may include some or all of the following:

Unit Upgrades

- Replace living room wall-to-wall carpet with laminate plank wood-look flooring.
- Replace kitchen and entry foyer vinyl flooring with roll-down tile or laminate plank wood-look flooring.
- Resurface or replace laminate countertops with more contemporary granite or soapstone look countertops, primarily using an over-spray finish.
- Resurface or replace kitchen cabinet doors, paint cabinets and add brushed nickel or oil rubbed bronze cabinet pulls.
- Replace brass colored hardware (such as door handles and hinges, as well as bathroom and kitchen plumbing fixtures) with either brushed nickel or oil rubbed bronze.
- As kitchen appliances require replacement, replace with either faux stainless steel or black appliances.
- Upgrade paint colors and use dual color combinations.
- Replace flat interior unit doors with modern six-panel doors.
- Replace light fixtures (often track or fluorescent) with contemporary brushed nickel or oil rubbed bronze lighting packages.

→





In addition to these unit upgrades, the Manager also considers additional community common area upgrades and refurbishments that may lead to increased rental rates and occupancy and that may also attract a more preferred apartment renter credit profile and may include some or all of the following:

- Professional redecoration of clubhouse and model units.
- Installation of children's playgrounds or fenced dog parks.
- Upgrade of pool area to include lounges, cabanas and grilling areas/outdoor kitchens.
- Upgrade of exercise room to full complement of modern equipment and audio/visual options.
- Installation or updating of car care centers with self-spray auto washing machines and vacuums.
- Creation of walking trails where property size allows.
- Exterior painting and power-washing where helpful to enhance property curb appeal.
- New signage throughout property, including removal of old or unnecessary signs.
- Parking lot re-sealing and striping where helpful to enhance curb appeal.
- Landscaping focus to assure strong curb appeal, neither overgrown nor too thin.

REPRESENTATIVE CLUBHOUSE BEFORE UPGRADES:

REPRESENTATIVE CLUBHOUSE AFTER UPGRADES:

→

Please note, photos of unit and clubhouse upgrades depicted above are of representative properties owned by affiliates of the Manager and are not photos of Investments owned or targeted to be acquired by the Company.

Other Revenue Enhancement

In addition to unit rental rate increases, where market forces allow, the Manager and its affiliates (including the Property Manager) have utilized the techniques described below to increase other sources of revenue at properties and the Manager intends to apply these techniques to Investments acquired by the Company.

- In many instances, property water costs, which can be one of the largest operating expense line items, are incurred by the owner. The Manager may implement a water billing pass-through program to tenants to recoup a large portion of this water cost.

- The Property Manager partners with an unaffiliated third-party insurance company that provides renter's insurance. Tenants are required to purchase renter's insurance and the on-site property managers assist with the tenant's enrollment with such insurance company, for which the Company will receive referral fees.

- Strict enforcement of late payment penalties, pet fees, insufficient funds or returned check fees, lost key/fob fees, short-term rental premiums, month-to-month rental premiums and early move-out fees.

- Maximization of revenue from washer-dryer rental fees, laundry room revenue and clubhouse rental fees.

- Offering of fee-based concierge garbage pick-up two mornings per week outside apartment doors.

- Establishment of a one-time move-in administrative fee paid by the tenant of between $50 and $100.

Property Operations Management

Many multifamily owners, including multifamily investment sponsors, outsource the property management of their assets to third parties. This often results in significant additional expense to the property and its owners, reducing the asset's cash flow and value, and limited real-time oversight, as the firm's awareness of property performance tends to arrive in a monthly report in the middle of the following month. The Investments will be managed by the Property Manager, which is an affiliate of the Manager. Benefits of this are as follows:

- Third-party property management companies typically charge a management fee based on a percentage (generally four percent (4%) to five percent (5%)) of property effective gross income, but rarely highlight that they mark-up many property and back office operating costs, thereby reducing property cash flow and value. The Property Manager receives a four percent (4%) property

management fee and does not mark-up costs associated with management of the property.

- Third-party property management companies have little vested interest in maximizing net cash flow rather than gross income, which is what their fee is based on. As such, expenses are sometimes not well-controlled. The Property Manager, which is an affiliate of the Manager, exists for the purpose of maximizing net cash flow and the value of the Investments.

- Third-party property managers provide property owners with a monthly report in the middle of the following month. As such, the information provided is between two to six weeks old by the time owners review it. Senior asset managers and property managers that are employed by the Property Manager, and are subject to the oversight of the Manager, are involved in property-level decisions daily.

- The Property Manager utilizes a web-based, real time property management software system that the Manager is able to access. This further enhances the Manager's ability to access timely and accurate data and make better informed and more timely decisions.

- The Property Manager is managed by the Manager. Jaime Rauscher, Executive Vice President for the Manager, oversees all aspects of operations and asset optimization, including development of asset strategies, yield management, and leadership of regional and asset level teams. The Property Manager has over 200 employees reporting to Ms. Rauscher and, as of the date of this Memorandum, manages thirty-one (31) properties owned by affiliates of the Manager.

Market and Opportunity

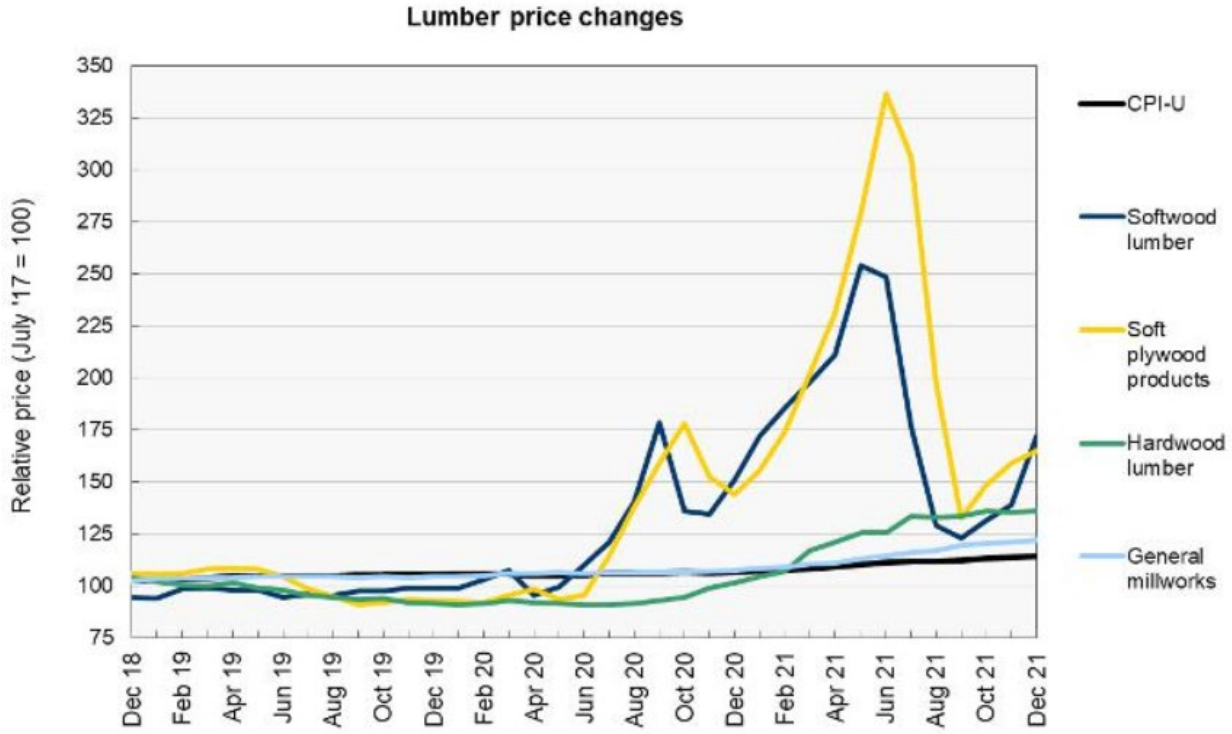
The Manager believes a unique combination of the COVID-19 pandemic and demographic and housing trends, combined with a continuing significant increase in construction costs, should result in continued strong demand for multifamily rental units and an increase in revenues and values of such properties. Further, the Manager believes increased construction costs are also impacting single-family housing pricing, resulting in a limited new supply of entry-level housing. The increased cost and reduced supply of single-family housing, the Manager believes, are contributing to individuals and families that are currently renting apartments staying in their apartments longer as they delay buying a home.

Multifamily Market: According to Marcus & Millichap, the multifamily investment landscape concluded 2021 with a historic level of trading activity following a marked slowdown in 2020. The search for yield amid a competitive bidding environment will compel investors to consider assets across a greater selection of markets. This corresponds with a demographic shift to secondary/tertiary cities that is benefiting apartment operations. Also, the health crisis accelerated household migration from dense urban cores to more suburban settings.

Marcus & Millichap notes that the COVID-19 pandemic exacerbated demographic shifts. Employers laying off workers and sending staff home to work remotely contributed to an acceleration of demographic changes that were already underway. Economic uncertainty led many households to search for lower-cost housing, while the need to work from home and attend school online generated demand for larger spaces.

As 2022 begins, the apartment market is in a supply-demand imbalance that favors operators. Labor shortages and bottlenecks in the supply chain resulted in a slower pace of deliveries in 2021. At the same time, renter demand for apartments spiked as the economy reopened and employers added back nearly 6.5 million workers. In the coming quarters, additional improvement is likely in labor markets throughout the country. Employment growth in 2022 is forecasted to total approximately 4 million jobs, which would represent an increase of approximately 2.7 percent and would return the national employment total above the pre-pandemic peak.

Apartment Replacement Costs: The Manager's ongoing ability to acquire properties well below replacement cost is vital in today's market as building costs continue to increase and, in the Manager's experience, demand outweighs supply in the A-/B+ multifamily real estate market.



Source: Bureau of Labor Statistics, January 2022

The Manager believes, based on its market knowledge and experience, as well as based on discussions with local market participants, that new construction for the types of properties it intends to target for the Company will cost between $175,000 and $200,000 per unit to build, depending on construction quality. The increase in construction costs over the last decade far exceeds rental rate increases during the same period. As such, in secondary and tertiary markets where the Manager will target acquisitions, the current market rental rates do not support the cost of new construction. For example, the average rental rates in apartments owned by affiliates of the Manager is approximately $1,000 per month. The Manager believes rental rates of about $1,500 per month are necessary to justify new construction. As a result of this dislocation, little new construction exists in the markets the Manager intends to target. Buying properties in growing markets for prices that are well below replacement cost is a fundamental tenet of the Manager's business plan, with the belief that, as population and employment continue to grow in the market, upward pressure on demand will lead to meaningful increases in occupancy and rental rates, especially as the economy and income levels continue their slow but steady expansion.

Apartment Demand Drivers: The Manager expects apartment demand to remain strong through the coming years as a new class of renters over the age of 55 is on the rise, and continued demand remains strong for 18-34-year-olds, which is the primary apartment target market, as the Millennial generation continues to delay home ownership and the early stages of Generation Z begin to graduate college and enter the workforce. These groups have many commonalities and continue to drive demand and rental rates up.

While monetary and government policies encouraged homeownership throughout the 1990s and 2000s, which led to a major increase in the rate of homeownership, market forces have resulted in a reversal of this trend lowering the homeownership rate back toward historical norms, thereby increasing the demand for rental housing. According to the Census Bureau's Housing Vacancy Survey, the U.S. homeownership rate was 66.6% in 2020, down from 69.0% in 2004.

Investment Objective and Strategy

The Manager anticipates that it will target Investments that are valued at between $10 million and $50 million, with a total acquisition portfolio valued at approximately $325-$350 million if the Maximum Offering Amount is sold. The Manager believes that this Investment size will target a market segment not traditionally targeted by large, institutional investors who are looking for larger transactions, while also being too large for many local owners to buy. The Manager intends to identify for acquisition Investments that are priced at significant discounts compared to current construction costs, and that may benefit from certain capital upgrades and/or increased management oversight in order to increase property cash flows and values.

Deal Sourcing

On behalf of multiple affiliates, the Manager has successfully completed the acquisition of multifamily properties comprising over 23,000 apartment units and 97 properties since 2009. In each of these cases, the Manager affiliate initiated successful property improvement plans that increased property cash flow and values. The principals of the Manager have strong relationships with key persons in the real estate industry. The Manager believes that its principals' experience and key relationships provide the Company with a competitive advantage in gaining access to attractive acquisition opportunities.

Exit Strategy

The Company anticipates that it will hold each Investment from four (4) to six (6) years prior to sale. While the ultimate exit strategy and timing will be subject to the discretion of the Manager and no assurance can be given as to the timing of any exit, the Manager anticipates disposing of the Investments singly or on a portfolio basis in approximately the sixth year following the date of this Memorandum. Additionally, the Manager may determine it to be in the best interests of the Company to either convert to or merge with a real estate investment trust ("REIT") formed in the future by the Manager in connection with a public offering of such REIT's securities. Such a merger or conversion may occur prior to the end of the anticipated hold period. Any REIT merger or conversion will be subject to the approval of the holders of a majority of the outstanding Units. See "SUMMARY OF THE OPERATING AGREEMENT" and Exhibit A - Limited Liability Company Agreement of HPI Real Estate Fund X LLC.

PLAN OF DISTRIBUTION

Capitalization

The Offering is for a maximum of $150,000,000 of Units at $5,000 per Unit. The Company may, in its sole discretion, increase the Maximum Offering Amount to $200,000,000 of Units. The net Offering Proceeds from the sale of each Unit will be added to the Company's capital and utilized for the purposes set forth in this Memorandum. The Company intends to continue the Offering until the earlier of (i) the date on which the Maximum Offering Amount is sold, (ii) May 31, 2023, which date may be extended until July 31, 2023 in the sole discretion of the Company, or (iii) the date on which the Company terminates the Offering in its sole discretion.

Qualifications of Investors

The Units are being offered only to persons who can represent that they meet the Investor Suitability Requirements described under "WHO MAY INVEST" and may be purchased only by investors who satisfy such suitability requirements.

Sales of Units

The purchase price of $5,000 for each Unit will be payable in full in cash upon subscription. A minimum purchase of ten (10) Units ($50,000) is required, except that the Company may permit certain investors to purchase fewer or fractional Units, in its sole discretion. The Company may, in its sole discretion, increase the minimum purchase amount in order to ensure that the Company does not have a total number of Members which would cause the Company to become subject to the registration and reporting requirements of the Exchange Act.

There is no minimum number of Units that must be sold in this Offering. The Company will be entitled to conduct an initial closing once the Company has received and accepted the first Subscription Payment. Thereafter, the Company may conduct additional closings to accept subscriptions and admit investors as Members of the Company. Following the initial closing, the Company expects to conduct closings twice a month (typically on the 1st and 15th of each month), at which time investors who have made their Subscription Payments and submitted Subscription Agreements in good order will be admitted as Members of the Company.

As there is no minimum offering amount, a purchaser's Subscription Payment will be available to the Company for its business purposes immediately upon the Company's acceptance of the applicable Subscription Agreement. There is no assurance that all Units will be sold on or before the Offering Termination Date. The Company reserves the right to refuse to sell Units to any person, in its sole discretion, and may terminate this Offering at any time. See "RISK FACTORS – Risks Relating to Private Offering and Lack of Liquidity – No Minimum Offering Amount; Limited Diversification" and "-Lack of Firm Commitment Underwriting."

Marketing of Units

Offers and sales of Units will be made on a "best efforts" basis by the Selling Group Members who are members of FINRA. See "RISK FACTORS – Risks Relating to Private Offering and Lack of Liquidity – Lack of Firm Commitment Underwriting." The Managing Broker-Dealer will receive Selling Commissions in an amount of up to six percent (6.00%) of the Total Sales, which it will reallow to the Selling Group Members; provided, however, that Selling Commissions may be reduced to the extent the Company or the Managing Broker-Dealer negotiates a lower commission rate with a Selling Group Member. The Managing Broker-Dealer may sell Units as part of the Selling Group, thereby becoming entitled to Selling Commissions. The Managing Broker-Dealer will also receive (i) a nonaccountable marketing and due diligence allowance of one percent (1.00%) of the Total Sales which the Managing Broker-Dealer may reallow, in whole or in part, to the Selling Group Members, and (ii) two percent (2.00%) of the Total Sales as a placement fee, part of which may be reallowed to certain wholesalers for wholesaling fees. The total aggregate amount of Selling Commissions and Expenses will not exceed nine percent (9.00%) of the Total Sales. The Company will be responsible for paying all Selling Commissions and Expenses. In addition, the Managing Broker-Dealer will receive an annual fee of one-tenth of one percent (0.10%) of the Total Sales, which is anticipated to be paid from the Company's annual cash flow, and up to $40,000 for actual costs incurred by the Managing Broker-Dealer related to the printing and distribution of this Memorandum and for travel related to the sale of Units, which will be paid from Organization and Offering Expenses. Notwithstanding the foregoing, no Selling Commissions shall be paid on any Units purchased by investors who invest through an RIA.

In addition to the Selling Commissions and Expenses, the Company anticipates that the aggregate Organization and Offering Expenses will be approximately one percent (1.00%) of the Offering Proceeds if the Maximum Offering Amount is sold ($1,500,000). Such amount could increase if the Maximum Offering Amount is increased by the Company in its sole discretion.

The Managing Broker-Dealer and the Selling Group Members may be deemed "underwriters" as that term is defined in the Securities Act. The Managing Broker-Dealer Agreement between the Company and the Managing Broker-Dealer and the soliciting dealer agreements between the Managing Broker-Dealer and the Selling Group Members (the "Soliciting Dealer Agreements") for the sale of the Units contain some provisions for indemnity by the Company with respect to liabilities, including certain civil liabilities under the Securities Act, which may arise from the use of this Memorandum in connection with the Offering. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to the Manager and the Members of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable. Further, limitations on indemnification are provided in the Managing Broker-Dealer Agreement and the Soliciting Dealer Agreements, copies of which may be obtained by written request to the Company.

Sales Materials

Other than this Memorandum, the exhibits hereto, supplements and factual summaries and sales brochures of the Offering prepared by the Company, no other literature will be used in the Offering. The Company may respond

to specific questions from broker-dealers and prospective investors. Business reply cards, introductory letters or similar materials may be sent to broker-dealers for customer use, and other information relating to the Offering may be made available to broker-dealers for their internal use. However, the Offering is made only by means of this Memorandum. Except as described herein, neither the Company nor the Manager has authorized the use of other sales materials in connection with the Offering. The information in such material does not purport to be complete and should not be considered as a part of this Memorandum, or as incorporated in this Memorandum by reference or as forming the basis of the Offering. No broker-dealer, salesperson 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 brochure literature issued by the Company and, if given or made, such information or representations must not be relied upon.

Purchases of Units by the Manager or Its Affiliates

The Company will initially be capitalized by a portion of the Management Investment in the amount of $1,365,000. Thereafter, Messrs. Kelsey and Sharp will make the remainder of the Management Investment in the amount of up to $455,000, which the Company expects to use to satisfy investor Unit repurchase requests, as described in more detail herein. The Manager and/or its affiliates will not acquire any Units with a view to resell or distribute such Units. The purchase of Units by the Manager and/or its affiliates will be on the same terms and conditions as are available to all investors, except that the Manager and/or its affiliates will purchase Units net of Selling Commissions. The Management Investment and any other purchase of Units by the Manager and/or its affiliates could create certain risks, including, but not limited to, the following: (i) the Manager and/or its affiliates will obtain voting power as Members, and (ii) the Manager and/or its affiliates may have an interest in disposing of Company assets at an earlier date than the other Members so as to recover their investment in the Units. See "CONFLICTS OF INTEREST" and "RISK FACTORS – Risks Relating to Private Offering and Lack of Liquidity – Management Investment."

Subscription Procedures

To subscribe for Units, a purchaser must complete and sign the Subscription Agreement attached hereto as Exhibit B. The purchaser must deliver to the Managing Broker-Dealer the fully executed Subscription Agreement and a check for the full Subscription Payment made payable to "HPI Real Estate Fund X LLC." The Managing Broker-Dealer will forward the Subscription Agreement to the Company for review and will forward the Subscription Payment to the Company. Prospective investors may also wire their Subscription Payment to the Company pursuant to the wiring instructions set forth above in "HOW TO INVEST."

Acceptance of Subscriptions

The Manager has the right, to be exercised in its sole discretion, to accept or reject any subscription in whole or in part on or before (i) the date which is thirty (30) days after the Company's receipt of the Subscription Agreement or (ii) the Offering Termination Date, whichever occurs first. Any subscription not accepted on or before the Subscription Deadline will be deemed rejected. If a prospective investor's subscription is rejected, the prospective investor's Subscription Payment will be immediately refunded to such prospective investor without interest, deduction or charge. There is no minimum offering amount that must be sold and no escrow account for this Offering. Subscription Payments will be available to the Company for its business purposes immediately upon acceptance of the applicable subscription.

Limitation of Offering

The Units are being offered and sold in reliance upon exemptions from the Securities Act and state securities laws. Accordingly, no person will be permitted to acquire Units without first satisfying the Investor Suitability Requirements described in this Memorandum. This Memorandum does not constitute an offer to sell or a solicitation of an offer to buy with respect to any person not satisfying those requirements.

[Remainder of Page Left Intentionally Blank]

THE MANAGER

The Manager of the Company is Hamilton Point Investments LLC, a Delaware limited liability company, which was formed on March 18, 2010. The Manager has the exclusive authority to manage and control all aspects of the business of the Company. In the course of its management, the Manager may, in its sole discretion, employ such persons, including affiliates of the Manager, as it deems necessary. The following are the managers, directors and officers of the Manager:

Name	Position
J. David Kelsey, 53	Manager
Matthew A. Sharp, 54	Manager
Gregory J. Lozinak, 56	Chief Operating Officer
Bart D. Giustina, 59	Chief Financial Officer
Melissa Sheldon, 56	Senior Vice President – Property Management
Steven Montville, 50	Director of Accounting and Controller
Jaime Rauscher, 45	Executive Vice President
Elizabeth Wallett, 30	Director of Investor Relations
Bridget Chase, 35	Senior Vice President – Investments

J. David Kelsey is a co-founder and Manager of Hamilton Point Investments LLC. Previously, Mr. Kelsey was a Principal with Trinity Hotel Investors L.L.C., a New York-based real estate and hotel investment partnership formed in 2002 which acquired 22 properties with total costs of $500 million. He has 31 years of real estate investing, lending and advisory experience. Prior to joining Trinity, Mr. Kelsey was with Bear, Stearns & Co. Inc.'s Real Estate & Lodging Investment Banking Group from 1996 to 2003 as a senior Vice President acting for public and private real estate clients in securities placement, capital structuring, mergers and acquisitions, and dispositions. He also served as loan officer for M&T Bank in New York City, underwriting $75 million of loans for commercial real estate borrowers. Mr. Kelsey made his first direct real estate investment in 1988. Mr. Kelsey received an A.B. in History modified with Geography from Dartmouth College and an M.B.A. from Cornell University's Johnson Graduate School of Management. He is active in the community as a member of both municipal and non-profit boards.

Matthew A. Sharp is a co-founder and Manager of Hamilton Point Investments LLC. Prior to forming the company, Mr. Sharp was Director of CMBS Origination at ABN AMRO Bank, N.V., and before that Mr. Sharp was a CMBS analyst at Standard and Poor's. Previously, Mr. Sharp was a Vice President in the Real Estate Investment Banking Group at Gruntal & Co., Inc. and a member of the Acquisitions Group at Schroder Real Estate Associates. Mr. Sharp began his real estate career in 1991 as an analyst in the Investment Properties Group at CB Commercial Real Estate. Mr. Sharp graduated from Columbia University (B.A. 1990) and received his Masters Degree in Real Estate Investment from New York University (M.S. 1991). He was formerly Chairman of the Town of Lyme Board of Finance and the Chairman of the Investment Committee of the MacCurdy-Salisbury Educational Foundation.

Gregory J. Lozinak is the Chief Operating Officer of Hamilton Point Investments LLC and is responsible for its operation. Previously, Mr. Lozinak was Managing Director and Chief Operating Officer for Newcastle Limited where he oversaw the firm's property and asset management activities for a multifamily, retail and mixed-use portfolio. He has also held chief executive and chief operating officer positions with Monument Capital Management and Monument Real Estate Services. Mr. Lozinak was also the chief operating officer for Waterton Residential, overseeing a national multifamily platform. He has also held senior level positions with Clarion Partners and Archstone Communities. Mr. Lozinak is a 1987 graduate of St. Bonaventure University where he received a B.B.A. in Accounting. He also served in the United States Army attaining the rank of captain.

Bart D. Giustina is the Chief Financial Officer of Hamilton Point Investments LLC. Previously, Mr. Giustina was Chief Financial Officer with Readco, LLC, a privately held real estate investment and management company located in Old Lyme, Connecticut, which owns and manages over one million square feet of commercial real estate. Mr. Giustina oversaw all aspects of the Accounting Department relating to two operating companies (ownership and management) and over 60 limited liability companies which owned and managed real estate assets. Prior to his tenure with Readco, Mr. Giustina worked for KPMG, Peat Marwick in Springfield, Massachusetts and Haggett, Longobardi & Company in Glastonbury, Connecticut. Mr. Giustina is a 1985 graduate of Central

Connecticut State University where he received a B.S. in Accounting and has 35 years of experience as a public accountant.

Melissa Sheldon is Senior Vice President of Hamilton Point Property Management LLC, a wholly-owned affiliate of Hamilton Point Investments LLC. Prior to joining Hamilton Point Property Management LLC, Ms. Sheldon was a Senior Management Specialist with Trammell Crow Residential/Riverstone Group for 11 years. While at Riverstone, Ms. Sheldon was involved with the day-to-day operations for over 30 residential properties comprising over 9,000 apartment units. Previously, she was with AIMCO/NHP, one of the largest publicly-traded multifamily owner-managers in the United States, and Capital Properties, where she was District Manager of over 1,200 apartment units. Ms. Sheldon has over 30 years of senior management, property management and leasing experience.

Steven Montville is Director of Accounting and Controller of Hamilton Point Investments LLC. Previously, Mr. Montville served in the accounting group at real estate investment company Readco, LLC as a senior accounting and asset management officer where he was responsible for financial and bank reporting on over 60 limited liability companies. His duties included project accounting for development investments in excess of $50 million. Mr. Montville was also responsible at Readco, LLC for ongoing reporting to the company's institutional joint venture equity partners. Mr. Montville received a B.A. in Business Management from Clark University in 1992.

Jaime Rauscher is Executive Vice President for Hamilton Point Investments LLC. In her role, Ms. Rauscher oversees all aspects of operations and asset optimization, including development of asset strategies, yield management, and leadership of regional and asset level teams. Prior to joining the Manager, Ms. Rauscher founded Axiom Multifamily Consulting, a full-service advisory group that provided support and strategic leadership to operators and multifamily investors throughout the southeast. She also served as executive vice president and chief operating officer at Monument Real Estate Services where her responsibilities included oversight of the firm's operating teams, as well as all aspects of construction, marketing and business service efforts. Ms. Rauscher attended the University of Georgia where she majored in Business Management.

Elizabeth Wallett is Director of Investor Relations for Hamilton Point Investments LLC. Ms. Wallett is responsible for all aspects of investment capital formation and investor relations and reporting. Before joining the Manager, she served as the Assistant Director of Investor Relations for Aravt Global LLC, a global equity investment firm. She also previously served in operational and administrative roles at Aravt Global, MKM Partners and JP Morgan Chase & Co. Ms. Wallett earned her B.A. in English Literature from the University of Connecticut in 2014.

Bridget Chase is Senior Vice President of Investments where she focuses on financial and market analysis, valuation, due diligence, financing and closing of acquisitions. She also spearheads disposition processes for property sales. Previously, Ms. Chase was Senior Real Estate Appraiser for Valbridge Property Advisors, where she spent six years valuing multifamily and commercial properties. She received a B.S. in Business Administration from the University of Connecticut in 2008, where she majored in Real Estate and Urban Economics.

THE PROPERTY MANAGER

The Property Manager will enter into a property management agreement for each of the Investments and will be responsible for the property and asset management of the Investments. The Property Manager is wholly owned by the Manager, currently manages thirty-one (31) properties totaling 8,310 apartment units and employs over 200 people involved in property management and operations.

[Remainder of Page Left Intentionally Blank]

PRIOR PERFORMANCE OF THE MANAGER AND AFFILIATES OF THE MANAGER

The Manager and its affiliates have significant current and past multifamily and other real estate experience. The Manager currently owns and operates thirty-one (31) active multifamily real estate investments. Set forth below is a summary of information regarding prior multifamily investment programs of funds (the "Funds") and single-asset investments sponsored by the Manager and its affiliates.

The information presented in this section represents the previous experience of commercial real estate programs for which the Manager, or an affiliate of the Manager, is or was the sponsor. Past performance is not indicative of future results. A prospective investor should not assume that such prospective investor will experience returns, if any, comparable to those experienced by investors in such prior real estate programs. Purchasers of Units will not acquire any interest in the programs discussed below. It is anticipated that the operating results of the Investments and the Company, and the benefits to the Members, will be significantly different than those prior programs of the Manager and its affiliates.

HPI Apartment Opportunity Fund I, LLC

HPI Apartment Opportunity Fund I, LLC, a Delaware limited liability company ("HPI Fund I"), had its initial funding on August 25, 2010 and closed to new investors on May 31, 2011. HPI Fund I purchased twelve (12) apartment properties totaling 1,926 apartment units. HPI Fund I paid investors annual distributions of eight percent (8.00%), paid quarterly, and was fully liquidated in December 2014, yielding investors an average net internal rate of return of 14.50% over an approximate 4-year hold period. The following provides a summary of the properties acquired by HPI Fund I:

Property	Location	# of Units	Purchase Date	Purchase Price [(1)]	Sale Date	Sale Price [(2)]
Crocker House	New London, CT	82	Aug-10	$3,500,000	Dec-14	$5,600,000
Bushnell on Park	Hartford, CT	129	Oct-10	$10,000,000	Dec-14	$14,325,000
Springdale Estates	Springdale, AR	103	Mar-11	$1,925,000	Dec-14	$2,650,000
Crutcher Apartments	Springdale, AR	97	Mar-11	$1,925,000	Dec-14	$2,500,000
The Wilcox	Middletown, CT	81	Dec-10	$3,700,000	Dec-12	$5,100,000
Powell Apartments	Springdale, AR	52	Jun/Aug-11	$1,125,000	Dec-14	$1,340,000
Ashland	Greensboro, NC	244	May-11	$9,600,000	Nov-14	$12,200,000
Ambercrest	Winston-Salem, NC	433	May-11	$12,300,000	Nov-14	$14,150,000
Lakes on Meadowood	Greensboro, NC	136	May-11	$4,300,000	Nov-14	$6,950,000
Hunt Club	Winston-Salem, NC	128	May-11	$5,100,000	Nov-14	$5,700,000
Woodbrook	Indianapolis, IN	196	Mar-11	$5,050,000	July-13	$6,450,000
Garden Park	Fayetteville, AR	246	May-11	$11,100,000	May-13	$13,425,000

(1) Purchase Price depicts only the contract purchase price of the applicable property and does not include any (i) fees (including acquisition fees payable to the Manager), costs or prorations associated with the applicable property acquisition; or (ii) any additional capital expenditures made at the applicable property.

(2) Sale Price depicts only the contract sale price of the applicable property and does not account for any fees or costs associated with the disposition.

HPI Apartment Opportunity Fund II, LLC

HPI Apartment Opportunity Fund II, LLC, a Delaware limited liability company ("HPI Fund II"), had its initial funding on December 21, 2011 and closed to new investors on December 31, 2012, having raised $25,407,730 of a targeted $25,000,000 raise. HPI Fund II purchased five (5) apartment buildings, totaling 990 apartment units, and paid investors annual distributions of eight percent (8.00%), paid quarterly. HPI Fund II was fully liquidated in September 2016 and investors received an average net internal rate of return of 14.64% over the fund's approximate 4-year hold period. All properties have been sold and therefore HPI Fund II is fully liquidated. The following provides a summary of the properties acquired by HPI Fund II:

Property	Location	# of Units	Purchase Date	Purchase Price [1]	Sale Date	Sale Price [2]
Waterford Landing	McDonough, GA	260	Dec-11	$16,000,000	Dec-15	$23,000,000
Stonington Estates	Norwich, CT	71	Jan-12	$6,400,000	Aug-16	$6,800,000
Plantation Apartments	Gulfport, MS	240	Oct-12	$12,750,000	Jul-16	$19,100,000
Villas by the Lake*	Jonesboro, GA	256	May-13	$14,915,300	Apr-16	$21,757,000
Georgia Green	Athens, GA	164	May-13	$3,800,000	Oct-15	$7,300,000

*Included 18-acre adjacent land site. The land sold separately in September 2016.

(1) Purchase Price depicts only the contract purchase price of the applicable property and does not include (i) any fees (including acquisition fees payable to the Manager), costs or prorations associated with the applicable property acquisition; or (ii) any additional capital expenditures made at the applicable property.

(2) Sale Price depicts only the contract sale price of the applicable property and does not account for any fees or costs associated with the disposition.

HPI Real Estate Opportunity Fund III, LLC

HPI Real Estate Opportunity Fund III, LLC, a Delaware limited liability company ("HPI Fund III"), had its initial funding on April 17, 2013 and closed to new investors on December 31, 2014, having raised $80,716,671. HPI Fund III purchased eleven (11) apartment properties and two (2) vacant land parcels adjacent to two (2) of those properties. HPI Fund III paid investors annual distributions of eight percent (8.00%), paid quarterly, and was fully liquidated in December 2017, yielding investors an average net internal rate of return of 18.23% over an approximate 3.5-year hold period. All properties have been sold and therefore HPI Fund III has been fully liquidated. The following provides a summary of the properties acquired by HPI Fund III:

Property	Location	# of Units	Purchase Date	Purchase Price [1]	Sale Date	Sale Price [3]
Live Oak Trace	Denham, LA	264	Jul-13	$15,900,000	Oct-17	$28,501,222
Reserve at Garden Lake	Riverdale, GA	278	Oct-13	$11,175,000	Jun-17	$19,400,000
Aslan on the River	Jonesboro, GA	324	Oct-13	$20,200,000	Nov-17	$30,500,000
Schirm Farms	Columbus, OH	264	Jul-14	$16,642,500	Sep-17	$23,749,222
Cherry Grove	N. Myrtle Beach, SC	172	Jul-14	$15,100,000	Sep-17	$16,157,224
Tides at Calabash	Sunset Beach, NC	168	Aug-14	$12,600,000[2]	Nov-17	$14,269,222
Kensington Commons	Columbus, OH	264	Oct-14	$16,500,000	Sep-17	$24,409,222
Hartshire Lakes	Indianapolis, IN	272	Dec-14	$22,600,000	Dec-17	$27,597,222
Creekside Corners	Atlanta, GA	444	Dec-14	$32,000,000	Dec-17	$43,900,822
Riverchase	Indianapolis, IN	216	May-15	$16,150,000	Sep-17	$18,898,622
Hunterstone	Wilmington, NC	288	May-15	$25,000,000	Dec-17	$30,661,222

(1) Purchase Price depicts only the contract purchase price of the applicable property and does not include (i) any fees (including acquisition fees payable to the Manager), costs or prorations associated with the applicable property acquisition; or (ii) any additional capital expenditures made at the applicable property.

(2) In March 2015, HPI Fund III purchased land adjacent to Tides at Calabash for $250,000.00.

(3) Sale Price depicts only the contract sale price of the applicable property and does not account for any fees or costs associated with the disposition.

HPI Real Estate Opportunity Fund IV, LLC

HPI Real Estate Opportunity Fund IV, LLC, a Delaware limited liability company ("HPI Fund IV"), had its initial funding on April 29, 2015 and closed to new investors on December 31, 2016, having raised $85,900,000. HPI Fund IV purchased twelve (12) apartment properties, totaling 2,616 apartment units, and paid investors annual distributions of seven percent (7.00%), paid quarterly. HPI Fund IV was fully liquidated in August 2021 and investors received an average net internal rate of return of 14.3% over the fund's approximate 5-year hold period. All properties

have been sold and therefore HPI Fund IV is fully liquidated. The following provides a summary of the properties acquired by HPI Fund IV:

Property	Location	# of Units	Purchase Date	Purchase Price[1]	Sale Date	Sale Price[2]
Cushendall Commons	Charlotte, NC	168	Jun-15	$13,425,000	Feb-18	$17,350,000
Collier Park	Columbus, OH	232	Jul-15	$14,600,000	Jul-18	$21,200,000
Cambridge	Gulfport, MS	201	Feb-16	$12,425,000	Feb-20	$16,800,000
Claypond Commons	Myrtle Beach, SC	188	Jul-16	$13,200,000	Aug-21	$24,200,000
The Bristol *	Indianapolis, IN	211	Jul-16	$19,450,000	Aug-20	$24,800,000
Brighton Park	Bryon, GA	200	Oct-16	$18,500,000	Dec-20	$24,400,000
Troy Farms	Columbus, OH	304	Nov-16	$27,000,000	Apr-21	$36,600,000
Villas at Lawson Creek	Spartanburg, SC	202	Jan-17	$19,000,000	Dec-20	$23,900,000
North Park at Eagle's Landing	Stockbridge, GA	224	Feb-17	$19,800,000	May-19	$28,000,000
The Lexington Apartments	Biloxi, MS	190	Mar-17	$11,500,000	Dec-20	$16,530,000
Windsor Upon Stonecrest	Burlington, NC	220	Mar-17	$20,700,000	Jun-19	$25,500,000
The Retreat at Stonecrest	Stonecrest, GA	276	Apr-17	$23,000,000	Aug-19	$31,400,000

* Includes adjacent 9-acre site permitted for 112 additional apartment units.

(1) Purchase Price depicts only the contract purchase price of the applicable property and does not include (i) any fees (including acquisition fees payable to the Manager), costs or prorations associated with the applicable property acquisition; or (ii) any additional capital expenditures made at the applicable property.

(2) Sale Price depicts only the contract sale price of the applicable property and does not account for any fees or costs associated with the disposition.

HPI Real Estate Fund V LLC

HPI Real Estate Fund V LLC, a Delaware limited liability company ("HPI Fund V"), had its initial funding on January 4, 2017 and closed to new investors on January 3, 2018, having raised $115,000,000. HPI Fund V purchased ten (10) apartment properties, totaling 3,010 apartment units, and paid investors annual distributions of seven percent (7.00%), paid quarterly. HPI Fund V fully liquidated in December 2021 and investors received an average net internal rate of return of 16.8% over the fund's approximate 4.5-year hold period. All properties have been sold and therefore HPI Fund V is fully liquidated. The following provides a summary of the properties acquired by HPI Fund V:

Property	Location	# of Units	Purchase Date	Purchase Price[1]	Sale Date	Sale Price [2]
Enclave at Albany Park	Columbus, OH	156	Feb-17	$13,500,000	Jan-19	$14,900,000
Annandale Gardens	Olive Branch, MS	400	Jun-17	$30,000,000	Aug-20	$41,500,000
Woodside Apartments	Mobile, AL	240	Oct-17	$20,250,000	Nov-21	$31,000,000
College Park Apartments	Columbus, OH	250	Nov-17	$20,000,000	Nov-21	$32,600,000
Gateway Lakes Apartments	Columbus, OH	252	Nov-17	$20,600,000	Sep-19	$25,200,000
Park at Clearwater	Aberdeen, NC	280	Dec-17	$28,000,000	Jun-21	$40,000,000
The Villas at Countryside	Oklahoma City, OK	360	Dec- 17	$34,600,000	Dec-21	$50,750,000
Harbin Point	Bentonville, AR	194	Jan-18	$16,700,000	Dec-21	$29,000,000
The Apartments at the Venue	Valley, AL	618	Jan-18	$51,000,000	Dec-21	$84,000,000
Preston Lakes Apartments	Owasso, OK	260	Apr-18	$26,350,000	Dec-21	$41,250,000

(1) Purchase Price depicts only the contract purchase price of the applicable property and does not include (i) any fees (including acquisition fees payable to the Manager), costs or prorations associated with the applicable property acquisition; or (ii) any additional capital expenditures made at the applicable property.

(2) Sale Price depicts only the contract sale price of the applicable property and does not account for any fees or costs associated with the disposition.

HPI Real Estate Fund VI LLC

HPI Real Estate Fund VI LLC, a Delaware limited liability company ("HPI Fund VI"), had its initial funding on February 1, 2018 and closed to new investors on September 6, 2018, having raised approximately $125,000,000. It has acquired ten (10) apartment properties to date. Investors have received distributions of seven percent (7%) annually, paid quarterly, since inception. In November 2020, HPI Fund VI sold Winchester Park for $38,400,000, which it purchased for $26,241,512 in January 2019. In March 2021, HPI Fund VI sold Pebble Creek for $23,875,000 which it purchased for $19,750,000 in December 2018. In April 2021, HPI Fund VI sold The Grove at Gulfport for $25,500,000 which it purchased for $19,375,000 in June 2018. In March 2022, HPI Fund VI sold (i) Rutland Apartments for $29,750,000 which it purchased for $15,325,000 in August 2018, (ii) Twin Oaks for $44,850,000, which it purchased for $25,600,000 in October 2018, (iii) Registry at Wolfchase for $82,100,000, which it purchased for $48,500,000 in September 2018, and (iv) Landmark at Landcaster for $37,550,000, which it purchased for $24,650,000 in December 2018. The following provides a summary of the properties acquired by HPI Fund VI:

Property	Location	# of Units	Purchase Date	Purchase Price[1]	Sale Date	Sale Price[2]
The Grove at Gulfport	Biloxi, MS	244	Jun-18	$19,375,000	Apr-21	$25,500,000
Stonehaven Villas	Tulsa, OK	296	Jun-18	$30,000,000		
Rutland Apartments	Macon, GA	228	Aug-18	$15,325,000	Mar-22	$29,750,000
The Heights at Battle Creek	Tulsa, OK	276	Aug-18	$23,500,000		
Registry at Wolfchase	Cordova, TN	512	Sept-18	$48,500,000	Mar-22	$82,100,000
Twin Oaks	Hattiesburg, MS	302	Oct-18	$25,600,000	Mar-22	$44,850,000
Landmark at Landcaster	Calera, AL	240	Dec-18	$24,650,000	Mar-22	$37,550,000
Pebble Creek	Mustang, OK	192	Dec-18	$19,750,000	Mar-21	$23,875,000
Vintage on Yale	Tulsa, OK	360	Dec-18	$35,000,000		
Winchester Park	Groveport, OH	335	Jan-19	$26,241,512	Nov-20	$38,400,000

(1) Purchase Price depicts only the contract purchase price of the applicable property and does not include (i) any fees (including acquisition fees payable to the Manager), costs or prorations associated with the applicable property acquisition; or (ii) any additional capital expenditures made at the applicable property.

(2) Sale Price depicts only the contract sale price of the applicable property and does not account for any fees or costs associated with the disposition.

HPI Real Estate Fund VII LLC

HPI Real Estate Fund VII LLC, a Delaware limited liability company ("HPI Fund VII"), had its initial funding on October 19, 2018 and closed to new investors on August 8, 2019, having raised approximately $125,000,000. It has acquired ten (10) apartment properties to date. Investors have received distributions of six and one-half percent (6.50%) annually, paid quarterly, since inception. The following provides a summary of the properties acquired by HPI Fund VII:

Property	Location	# of Units	Purchase Date	Purchase Price[1]
Crowne at Longleaf Trace	Hattiesburg, MS	210	Jan-19	$22,600,000
5iftyone at Tradan Heights	Stillwater, OK	322	Feb-19	$35,550,000
River Pointe	Little Rock, AR	384	May-19	$40,000,000
Traditions at Westmoore	Oklahoma City, OK	200	May-19	$23,000,000
Broad River Trace	Columbia, SC	240	Jun-19	$24,000,000
Pheasant Run	Indianapolis, IN	184	June-19	$17,100,000
Echo Ridge	Indianapolis, IN	208	Aug-19	$20,450,000
Village at Mill Creek	Statesboro, GA	208	Oct-19	$24,500,000
Glen at Polo Park	Bentonville, NC	356	Dec-19	$34,000,000
Waterford Place	Greenville, NC	432	Mar-20	$38,250,000

(1) Purchase Price depicts only the contract purchase price of the applicable property and does not include (i) any fees (including acquisition fees payable to the Manager), costs or prorations associated with the applicable property acquisition; or (ii) any additional capital expenditures made at the applicable property.

HPI Real Estate Fund VIII LLC

HPI Real Estate Fund VIII LLC, a Delaware limited liability company ("HPI Fund VIII"), had its initial funding on October 31, 2019 and closed to new investors on November 30, 2020, having raised approximately $115,500,000. It has acquired twelve (12) apartment properties to date. Investors have received distributions of six and one-quarter percent (6.25%) annually, paid quarterly, since inception. The following provides a summary of the properties acquired by HPI Fund VIII:

Property	Location	# of Units	Purchase Date	Purchase Price[(1)]
Hunter's Run	Macon, GA	176	Feb-20	$16,775,000
Legacy Trail	Norman, OK	208	Feb-20	$22,750,000
Legacy at Festival	Montgomery, AL	184	Oct-20	$14,825,000
Casa Bandera	Las Cruces, NM	232	Dec-20	$20,750,000
Village at Midtown	Mobile, AL	324	Nov-20	$36,950,000
Tremont at 22	Hattiesburg, MS	270	Dec-20	$25,995,000
University Park Suites	Big Rapids, MI	117	Mar-21	$6,300,000
Bungalows at North Hills	El Paso, TX	342	Apr-21	$43,000,000
Crown Ridge of Edmond	Edmund, OK	160	May-21	$14,700,000
Chapel Ridge of Yukon	Yukon, OK	200	May-21	$17,100,000
Chapel Ridge of Tinker	Tinker, OK	152	May-21	$10,950,000
The Den	Columbia, MO	158	May-21	$21,250,000

(1) Purchase Price depicts only the contract purchase price of the applicable property and does not include (i) any fees (including acquisition fees payable to the Manager), costs or prorations associated with the applicable property acquisition; or (ii) any additional capital expenditures made at the applicable property.

HPI Real Estate Fund IX LLC

HPI Real Estate Fund IX LLC, a Delaware limited liability company ("HPI Fund VIII"), had its initial funding on June 8, 2021 and closed to new investors on February 8, 2022, having raised approximately $195,000,000. It has acquired six (6) apartment properties to date. Investors have received distributions of six percent (6.00%) annually, paid quarterly, since inception. The following provides a summary of the properties acquired by HPI Fund IX:

Property	Location	# of Units	Purchase Date	Purchase Price[(1)]
Preserve Lexington	Lexington, KY	314	Aug-21	$36,350,000
Fairways at Lincoln	Lincoln, NE	613	Nov-21	$78,500,000
The Edge at Lafayette	Lafayette, LA	168	Jan-22	$16,500,000
CEV Morgantown	Morgantown, WV	280	Feb-22	$27,000,000
Deer Creek	Xenia, OH	312	Mar-22	$38,500,000
Dorel Laredo	Laredo, TX	424	Apr-22	$51,000,000

(1) Purchase Price depicts only the contract purchase price of the applicable property and does not include (i) any fees (including acquisition fees payable to the Manager), costs or prorations associated with the applicable property acquisition; or (ii) any additional capital expenditures made at the applicable property.

Single-Asset Investments

The Manager has completed seven (7) 1031-exchange programs totaling 1,389 apartment units. Those programs, offered in a Delaware statutory trust structure, raised a total of $47,210,000 of equity and paid distributions ranging from approximately six percent (6.00%) to eight percent (8.00%) annually. All seven (7) of the Delaware statutory trust investments, which were properties acquired from the Funds, have gone "full cycle," yielding an average net IRR to investors of 14.3% over hold periods ranging from three (3) to under five (5) years. The managing principals of the Manager also completed a privately syndicated purchase of a 258-unit apartment property located in Columbus, Ohio in 2009, prior to the formation of the foregoing Funds, which was sold in August 2016, yielding

investors a net internal rate of return of approximately 18.00% over a 7-year hold period. The following provides a summary of these single-asset investment properties:

Property	Location	# of Units	Purchase Date	Purchase Price[(1)]	Sale Date	Sale Price[(2)]
La Vista	Columbus, OH	258	Jun-09	$4,750,000	Aug-16	$6,000,000
The Wilcox	Middletown, CT	81	Dec-12	$5,100,000	Feb-17	$7,000,000
Garden Park	Fayetteville, AR	246	May-13	$13,425,000	Feb-16	$17,600,000
Crocker House	New London, CT	82	Dec-14	$5,600,000	Apr-18	$7,400,000
Mill Creek Run	Macon, GA	244	Aug-14	$17,350,000	May-18	$23,350,000
Waterford Landing	McDonough, GA	260	Dec-15	$23,000,000	Oct-18	$30,500,000
Villas by the Lake	Jonesboro, GA	256	Apr-16	$23,975,000	May-19	$28,700,000
Plantation Apartments	Gulfport, MS	240	Jul-16	$21,100,000	Apr-21	$24,500,000

(1) Purchase Price depicts only the contract purchase price of the applicable property and does not include (i) any fees, costs or prorations associated with the applicable property acquisition; or (ii) any additional capital expenditures made at the applicable property.

(2) Sale Price depicts only the contract sale price of the applicable property and does not account for any fees or costs associated with the disposition.

[Remainder of Page Left Intentionally Blank]

CONFLICTS OF INTEREST

The Manager and its affiliates may (i) act as the manager of other limited liability companies and the general partner of other partnerships, and (ii) form and manage additional limited liability companies or other business entities. The Manager and its affiliates have existing responsibilities and, in the future, may have additional responsibilities to provide management and services to a number of other entities in addition to the Company. As a result, conflicts of interest between the Company and the other activities of the Manager and its affiliates may occur from time to time. The principal areas in which conflicts may be anticipated to occur are described below.

Obligations to Other Entities

Conflicts of interest will occur with respect to the obligations of the Manager and its affiliates to the Company and similar obligations to other entities. The Manager is actively involved in other real estate businesses, including management of real estate-related businesses with operations similar to those of the Company, and the Manager intends to pursue such activities in the future including through new funds which it may sponsor or manage. Moreover, the Company will not have independent management, as it will rely on the Manager and its affiliates for all its management decisions. Other investments in which the Manager and its affiliates participate may compete with the Company for the time and resources of the Manager and its affiliates. Currently, the Manager manages HPI Fund IV, HPI Fund V, HPI Fund VI, HPI Fund VII, HPI Fund VIII, HPI Fund IX and HPI Hotel Opportunity Fund LLC. The Manager and its managers and officers will therefore have conflicts of interest in allocating management time, services and functions between their various existing enterprises and future enterprises, as well as other business ventures in which the Manager and its managers and officers may be or may become involved. Under the Operating Agreement, the Manager is obligated to devote as much time as it, in its sole and absolute discretion, deems to be reasonably required for the proper management of the Company and its assets. The Manager believes that it will have sufficient staff, consultants, independent contractors and business managers to adequately perform the Manager's responsibilities to the Company.

Interests in Other Activities

The Manager and its affiliates may engage for their own account, or for the account of others, in other business ventures, whether related to the business of the Company or otherwise, and neither the Company nor any Member will be entitled to any interest therein solely by reason of any relationship with or to each other arising from the Company.

Acquisition of Other Properties

The Manager may form additional limited liability companies and other entities in the future to engage in activities similar to and with the same investment objectives as those of the Company. The Manager may be engaged in sponsoring other such entities at approximately the same time as the Company's securities are being offered or its investments are being made. These activities may cause conflicts of interest between such activities and the Company, and the duties of the Manager concerning such activities and the Company. The Manager will attempt to minimize any conflicts of interest that may arise among these various activities.

Competition for Acquisition Opportunities

The other real estate ventures of the Manager and its affiliates may also compete for investment acquisition opportunities with the Company. The Manager has not developed a formal asset allocation policy; however, the Manager believes that it can adequately allocate opportunities between the various real estate ventures sponsored by it and its affiliates.

Employees of Affiliates

From time-to-time employees of the Manager's affiliates may be involved in the origination and/or asset management of certain of the Company's Investments. These employees may not owe the same duties to the Company as the managers and officers of the Manager. All material investment decisions will be made by the Manager.

Fees for Services

The Company will be authorized to reimburse the Manager for amounts paid by the Manager or any of its affiliates with respect to the provision of services that would otherwise be performed for the Company by third parties; provided, that the amounts paid for such services will not exceed the Manager's cost of providing the services. In addition, the Company may employ or retain the Manager or any of its affiliates to provide services that would otherwise be performed for the Company by third parties on terms that are determined by the Manager to be fair and reasonable to the Company, and such persons may receive from the Company fees for performing such services; provided, that any such fees will not exceed that which would be payable by the Company (based upon a good faith determination by the Manager) if such services were provided by unaffiliated third parties in arms'-length transactions. To the extent lawyers provide any legal services in connection with the operations or investment activities of the Company, such lawyers may be providing such services to the Manager (or an affiliate of the Manager other than the Company) and not to the Company itself.

Receipt of Compensation by the Manager and Its Affiliates

The Manager and its affiliates are entitled to receive certain significant fees and other compensation, distributions, payments and reimbursements regardless of whether the Company operates at a profit or a loss. See "COMPENSATION TO THE MANAGER AND ITS AFFILIATES." Additionally, the payments to the Manager and its affiliates set forth under "COMPENSATION TO THE MANAGER AND ITS AFFILIATES" have not been determined by arms'-length negotiations. The Manager and its affiliates will receive compensation pursuant to agreements that will be negotiated on behalf of the Company by the Manager and there will not be any independent valuation of such compensation. As a result, the Manager will determine its own compensation and that of its affiliates and the Members will not have approval rights for such compensation. The possibility of the Manager and its affiliates receiving these sources of income could also influence the Company's decisions with respect to its Investments for reasons other than that it would be in the best interests of the Members.

Property Manager

The Property Manager, which is an affiliate of the Manager, will act as the property and asset manager of the Investments. There may be conflicts between the Property Manager's interests with respect to the Investments and the property management agreements for the Investments and the interests of the Company.

Manager's Representation of Company in Tax Audit Proceedings

Situations may arise in which the Manager may act as the partnership representative on behalf of the Company in administrative and judicial proceedings involving the IRS or other enforcement authorities. Such proceedings may involve or affect other entities for which the Manager or its affiliates may act as manager. In such situations, the positions taken by the Manager may have differing effects on the Company and such other entities. Any decisions made by the Manager with respect to such matters will be made in good faith consistent with the Manager's duties both to the Company and its Members and to any other entities for which the Manager or an affiliate may be acting as a manager. The Bipartisan Budget Act of 2015 overhauled partnership audit procedures and provides for new audit rules. The new audit rules contain 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), or a single member entity that is disregarded for federal income tax purposes, as a partner, would not be eligible for such an opt-out. One or more prospective investors may be a partnership (or treated as such). Therefore, the Company does not anticipate being eligible to opt-out of the new rules absent a change in applicable law. See "SUMMARY OF THE OPERATING AGREEMENT," Exhibit A - Limited Liability Company Agreement of HPI Real Estate Fund X LLC and "FEDERAL INCOME TAX CONSEQUENCES."

Resolution of Conflicts of Interest

The Manager has not developed, and does not expect to develop, any formal process for resolving conflicts of interest. While the foregoing conflicts could materially and adversely affect investors, the Manager, in its sole and absolute discretion, will endeavor to mitigate such potential adversity by the exercise of its independent business

judgment to attempt to fulfill its obligations. There can be no assurance that such attempts will prevent adverse consequences to the Company resulting from such conflicts of interest.

Ownership of Units

Messrs. Kelsey and Sharp will collectively make the Management Investment. They will not acquire any Units with a view to resell or distribute such Units. Messrs. Kelsey and Sharp will acquire their Units on the same terms as available to all investors, except that Messrs. Kelsey and Sharp will purchase their Units net of Selling Commissions. See "PLAN OF DISTRIBUTION." The Management Investment creates certain risks, including, but not limited to, the following: (i) Messrs. Kelsey and Sharp will obtain voting power as Members, and (ii) Messrs. Kelsey and Sharp may have an interest in disposing of Company assets at an earlier date than the other Members so as to recover their investment in the Units. See "RISK FACTORS – Risks Relating to Private Offering and Lack of Liquidity – Management Investment."

[Remainder of Page Left Intentionally Blank]

COMPENSATION TO THE MANAGER AND ITS AFFILIATES

The following is a description of compensation that may be received by the Manager and its affiliates from the Company or from the Offering Proceeds for the services that they have provided or will provide to the Company. Much of this compensation will be paid regardless of the success or profitability of the Company. These compensation arrangements have been established by the Manager and are not the result of arm's-length negotiations.

Form of Compensation	**Description / Estimated Amount of Compensation**
Organization and Offering Stage:	
Organization and Offering Expenses:	The Manager will be reimbursed for all Organization and Offering Expenses (including legal, finance, accounting, marketing and other miscellaneous costs and expenses), as well as costs and expenses relating to the organization of the Company. The Manager anticipates that the Organization and Offering Expenses will be approximately $1,500,000 if the Maximum Offering Amount is sold (approximately one percent (1.00%) of the Maximum Offering Amount). Such amount could increase if the Maximum Offering Amount is increased by the Company in its sole discretion. To the extent that the actual Organization and Offering Expenses are less than the amounts anticipated, any such amount will be retained to the benefit of the Company, but if the actual Organization and Offering Expenses exceed the amounts anticipated, then any such shortfall will be paid or reimbursed by the Manager. The actual amount will depend, in part, upon the size of the Offering. Amounts are impracticable to determine at this time.
Wholesaling Fees:	The Managing Broker-Dealer may reallow a portion of its two percent (2.00%) placement fee to certain wholesalers, some of whom may be internally employed by the Company. Amounts are impracticable to determine at this time. See "PLAN OF DISTRIBUTION – Marketing of Units."
Operating Stage:	
Reimbursement of Expenses to Manager:	Reimbursement of reasonable and necessary expenses paid or incurred by the Manager in connection with the operation of the Company, including any legal and accounting costs (which may include an allocation of salary) and any costs incurred in connection with the acquisition of the Investments, including but not limited to travel, surveys, environmental and other studies and interest expense incurred on deposits or expenses, to be paid from operating revenue. Amounts are impracticable to determine at this time.
Acquisition Fee:	For its services in connection with the selection, due diligence and acquisition of the Investments, the Manager shall be entitled to an Acquisition Fee in an amount equal to one percent (1.00%) of the purchase price of the Investments. Amounts are impracticable to determine at this time.
Property Management Fee:	The Property Manager will be entitled to receive a monthly Property Management Fee in an amount of up to four percent (4.00%) of the gross monthly revenues of the Investments. Amounts are impracticable to determine at this time.

Financing Fee:	None.
Capital Investment Fee:	None.
Exit Fee:	None.
Asset Management Fee:	The Manager is entitled to receive an Asset Management Fee in an amount equal to two percent (2.00%) of the total amount of the Offering Proceeds (including the Management Investment), which will be subordinated to the receipt by the Members of their accrued but unpaid Preferred Return. The Asset Management Fee will be calculated and paid in arrears on a quarterly basis commencing on the date of the initial closing of the Offering and will be prorated for any partial period. If the Asset Management Fee is not paid in full for any quarter in which it was otherwise payable, then such amount shall be accrued and paid to the Manager, to the extent of available cash, in the next calendar quarter in which the Members' have received or will concurrently receive the entirety of their accrued but unpaid Preferred Return. Amounts are impracticable to determine at this time.
Operating/Liquidation Stage:	
Manager Distributions:	Following the receipt by the Members of distributions of Cash from Operations equal to all of their Preferred Returns plus the return of their Net Capital Contributions, but subject to the payment of the Asset Management Fee, the Manager will receive twenty-five percent (25.00%) of Cash from Operations. See "SUMMARY OF THE OPERATING AGREEMENT" and Exhibit A - Limited Liability Company Agreement of HPI Real Estate Fund X LLC.

To the extent the Manager or one of its affiliates provides a good or service to the Company not contemplated above, the Company will compensate the Manager or its affiliate at no more than the then prevailing market rate for such good or service.

[Remainder of Page Left Intentionally Blank]

RESTRICTIONS ON TRANSFERABILITY

There are substantial restrictions on the transferability of the Units in the Operating Agreement and imposed by state and federal securities laws. Before selling or transferring a Unit, a Member must obtain the written consent of the Manager and comply with applicable requirements of federal and state securities laws and regulations, including the financial suitability requirements of such laws or regulations. It is highly unlikely that any market for Units will ever develop and prospective investors should view an investment in Units as solely a long-term investment.

In addition, the Operating Agreement provides that an assignee of Units may not become a substitute Member without meeting certain conditions and without consent to such substitution by the Manager, which consent the Manager may withhold in its sole and absolute discretion. If an assignee is not admitted to the Company as a substitute Member, such assignee will have no right to vote on Company matters, will have no right to information relating to the Company's business, and will have only restricted access to other rights enjoyed by the Members. Further, no transfer will be allowed if the Manager determines that the transfer will cause the Company to become a "publicly traded partnership" or require it to register under the Investment Company Act or cause the Company to become subject to the reporting requirements of the Exchange Act, the Securities Act or any state securities laws. See "SUMMARY OF THE OPERATING AGREEMENT," "FEDERAL INCOME TAX CONSEQUENCES" and Exhibit A - Limited Liability Company Agreement of HPI Real Estate Fund X LLC.

The Units offered by this Memorandum have not been registered under the Securities Act or registered or qualified with the securities commission of any state. The Units may not be resold unless they are registered under the Securities Act and registered or qualified under applicable state securities laws or unless exemptions from such registration and qualification are available. Appropriate legends setting forth the restrictions on the transfer of the Units will be set out on any certificates representing Units.

SUMMARY OF THE OPERATING AGREEMENT

General

The rights and obligations of the Members will be governed by the Operating Agreement, a copy of which is attached to this Memorandum as Exhibit A. Any prospective purchaser of the Units offered hereby should review the entire Operating Agreement before subscribing. The following is merely a summary of some of the significant provisions of the Operating Agreement and is qualified in its entirety by reference thereto.

The Company has been formed under the Delaware Limited Liability Company Act. The Manager is Hamilton Point Investments LLC. The purchasers of the Units offered hereby will become Members of the Company alongside Messrs. Sharp and Kelsey.

The character and general nature of the business to be conducted by the Company is the acquisition, ownership, leasing, rehabilitation, construction, management, financing, maintenance, operation and disposition of the Investments. The principal place of business of the Company (and the mailing address of the Company) is 2 Huntley Road, Old Lyme, Connecticut 06371, and the telephone number is (860) 598-4300.

Term and Dissolution

The term of the Company will continue until the Company is dissolved and terminated in accordance with the provisions of the Operating Agreement. Notwithstanding the foregoing, the Company will not be dissolved or terminated, and the proceeds realized by the Company from the liquidation of the assets of the Company, including its subsidiaries, distributed among the Members, until after payment in full of all loans and other obligations of the Company and its subsidiaries. The anticipated operating life of the Company is approximately five (5) years.

Capital Contributions

Members shall be admitted to the Company as members upon receipt of their Capital Contributions to the Company.

Allocations

The Company's net taxable income and loss will, subject to certain limitations in the Operating Agreement, be allocated among the Members in the amounts necessary to cause the Members' capital account balances to equal the Members' respective rights to distributions of Cash from Operations in the event the assets of the Company were sold at their book value determined under the partnership tax regulations, all Company liabilities were satisfied (including any unpaid Acquisition Fees and Property Management Fees), and the remaining proceeds distributed to the Members in accordance with the distribution provisions of the Operating Agreement described in the following section under the heading "Distributions of Cash from Operations."

Distributions of Cash from Operations

Cash from Operations will be distributed in the following order of priority:

(1) First, 100% to the Members, in proportion to the amounts necessary until each of the Members have been distributed a cumulative amount equal to their accrued but undistributed Preferred Return (a six percent (6.00%) cumulative, but not compounded, annual return on a Member's Net Capital Contribution);

(2) Second, 100% to the Manager until the Manager has been distributed a cumulative amount equal to the unpaid portion of its accrued Asset Management Fee;

(3) Third, 100% to the Members in proportion to their Net Capital Contributions until the Members' Net Capital Contributions are reduced to zero;

(4) Thereafter, 75% to the Members, pro rata in accordance with their Percentage Interests, and 25% to the Manager.

The Preferred Return for each Member will begin to accrue on the date that is one month following the date of the closing pursuant to which such Member is admitted as a Member of the Company.

Notwithstanding the above, the Company may, at the option of the Manager, make distributions to the Members prior to making the distributions set forth in (2) above, to the extent such distributions are needed to pay any income taxes associated with allocations of Net Income to the Members. Any such distribution shall reduce subsequent distributions to be made to the Members.

The Manager anticipates that Cash from Operations will be distributed following the end of each calendar quarter commencing at the end of the first full calendar quarter after the initial closing of the Offering. Distributions shall be made to the holder of record of the Units as of the date of the distribution.

Repurchase of Units

The Operating Agreement provides that, after the Offering Termination Date, the Company may, in the sole discretion of the Manager and upon the request of a Member, repurchase the Units held by such Member. Generally, the Members will not have the right to withdraw from the Company. Any such repurchases will be considered by the Manager in the order in which they are received. Upon receipt of a request for the repurchase of Units, the Manager may, in its sole discretion, propose a purchase price for some or all of the Units for which repurchase is requested. In the event the Manager elects to propose a purchase price for the requested repurchase, it will notify the requesting Member in writing of the number of Units the Manager is proposing the Company repurchase and the proposed repurchase price within thirty (30) days of the Company's receipt of the Member's notice. If the Manager delivers notice to the requesting Member, then such requesting Member shall have fifteen (15) days from the date of such notice to deliver written notice accepting or rejecting the proposed repurchase terms from the Manager. If the Member fails to deliver such notice, then the Manager's proposed repurchase terms will be deemed rejected. Notwithstanding the foregoing, the Company will repurchase at least the first 100 Units requested to be repurchased by investors at a

repurchase price equal to $0.91 per $1.00 of the then current Capital Accounts, or portion thereof, attributable to such Units.

The Company will not purchase more than ten percent (10.00%) in the aggregate of the total Units of the Company per annum, other than private transfers described in Treasury Regulations Section 1.7704-1(e) and the transfer of Units may not result in the Company transferring more than two percent (2.00%) of the aggregate capital or profits in the Company during any taxable year, excluding transfers that comply with Treasury Regulations Sections 1.7704-1(e) or (g).

Upon receipt of a request from a Member and any documentation required by the Company, the Company will, on the effective date of the repurchase transaction and subject to approval by the Manager, repurchase such Units, provided that if sufficient funds are not then available, in the Manager's sole discretion, to repurchase all of such Units, then only a portion of such Units will be repurchased and the Member will be deemed to have priority for subsequent Company repurchases over Members who subsequently request repurchases. Units repurchased by the Company will be promptly cancelled.

Authority and Duties of the Manager

The business and affairs of the Company shall be managed solely by the Manager. Except for certain decisions on which the Members have the right to vote, the Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and property of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. The Manager will hold office until the Manager is removed or withdraws or resigns.

The Manager may not resign or withdraw as the Manager without a Majority Vote of the Members. The Members, by Majority Vote, may remove the Manager at any time solely due to the (a) gross negligence or fraud of the Manager as determined by a final, non-appealable judgment of a court of competent jurisdiction, (b) willful misconduct or willful breach of the Operating Agreement by the Manager as determined by a final, non-appealable judgment of a court of competent jurisdiction, or (c) dissolution of, or an Event of Insolvency with respect to, the Manager. If the Manager or an affiliate owns any Units, the Manager or the affiliate, as the case may be, shall not participate in any vote to remove the Manager.

The Manager does not have any fiduciary responsibilities to the Members or the Company, other than (i) the safekeeping and use of all the funds and assets of the Company, (ii) the devotion of such of its time and efforts to the business of the Company as it shall in its discretion, exercised in good faith, determine to be necessary to conduct the business of the Company, (iii) the filing and publishing of all certificates, statements or other instruments required by law for formation, qualification and operation of the Company and for the conduct of its business in all appropriate jurisdictions, (iv) causing the Company to be protected by public liability, property damage and other insurance determined by the Manager in its discretion to be appropriate to the business of the Company, (v) using, at all times, its best efforts to meet applicable requirements for the Company to be taxed as a partnership and not as an association taxable as a corporation, and (vi) amending the Operating Agreement to reflect the admission of the Members not later than ninety (90) days after the date of admission or substitution.

The Manager, its affiliates, officers, managers, members, employees, agents and assigns and any officers of the Company, are not liable for, and shall be indemnified and held harmless from (to the extent of the Company's assets and to the maximum extent permitted by law), any expense, liability, loss or damage incurred by them, the Company or the Members in connection with the business of the Company, including, but not limited to, costs and reasonable attorneys' fees and any amounts expended in the settlement of any claims or expense, liability, loss or damage resulting from any act or omission performed or omitted in good faith and which do not constitute fraud, gross negligence or willful misconduct. Members and other holders of Units may, accordingly, have a more limited right of action against the Manager than they would have absent such an exculpatory provision in the Operating Agreement.

Indemnification is permitted for settlements and related expenses in lawsuits alleging securities law violations and for expenses incurred in successfully defending such lawsuits, provided that (i) the Manager is successful in defending the action, (ii) the indemnification is specifically approved by the court of law which shall have been

advised as to the current position of the SEC (as to any claim involving allegations that the Securities Act was violated) or the applicable state authority (as to any claim involving allegations that the applicable state's securities laws were violated), or (iii) in the opinion of counsel for the Company, the right to indemnification has been settled by controlling precedent. It is the opinion of the SEC that indemnification for liabilities arising under the Securities Act is contrary to public policy and, therefore, unenforceable.

Voting Rights of Members

Although the Members are not permitted to take part in the management or control of the business of the Company, the Members have the right to vote on the following matters:

(1) The resignation or withdrawal of the Manager or the removal of the Manager, which shall not require the consent of the Manager;

(2) The admission of a Manager or the election to continue the business of the Company after the Manager ceases to be the Manager when there is no remaining Manager;

(3) Subject to certain amendment rights reserved to the Manager in the Operating Agreement, amendment of the Operating Agreement;

(4) Any merger or combination of the Company or roll-up of the Company;

(5) The designation of Members or a Person to liquidate the assets of the Company as set forth in the Operating Agreement; and

(6) The election to continue the business of the Company following a "Dissolution Event" (as defined in the Operating Agreement).

The Manager may at any time call for a meeting of the Members, or for a vote without a meeting, on matters on which the Members are entitled to vote and shall call for such a meeting following receipt of a written request of Members holding more than twenty percent (20%) of the Units entitled to vote. Actions requiring the vote of the Members must be approved by Members holding at least a majority of the outstanding Units.

Restrictions on the Rights and Powers of Members

In accordance with the Operating Agreement, Members will have no right or power to (i) withdraw or reduce their contribution to the capital of the Company, except as a result of the dissolution and termination of the Company or as otherwise provided in the Operating Agreement or by law, (ii) bring an action for partition against the Company, or (iii) demand or receive property other than cash in return for their Capital Contribution. Except as provided in the Operating Agreement, no Member shall have priority over any other Member either as to the return of Capital Contributions or as to allocations of the Net Income, Net Loss or distributions of the Company. Other than upon the termination and dissolution of the Company as provided in the Operating Agreement, there has been no time agreed upon when the Capital Contribution of each Member is to be returned. Notwithstanding the foregoing, the Company will not be dissolved or terminated, and the proceeds realized by the Company from the liquidation of the assets of the Company, including its subsidiaries, distributed among the Members, until after payment in full of all loans and other obligations of the Company and its subsidiaries.

Liabilities of Members and the Manager

Except as specifically provided in the Operating Agreement or as required by law, neither the Manager nor the Members shall be required to make any additional Capital Contributions to the Company and neither the Manager nor any Member shall be liable for the debts, liabilities, contracts or any other obligations of the Company, solely by reason of being a Member or Manager of the Company, nor shall the Manager or the Members be required to lend any funds to the Company or to repay to the Company, any Member, or any creditor of the Company or any other Person any portion or all of any deficit balance in a Member's Capital Account. Notwithstanding the foregoing or

any provision to the contrary contained in the Operating Agreement, all agreements and instruments executed by the Manager or the Members assuming or guaranteeing obligations of the Company shall be valid and enforceable in accordance with their terms.

Assignment of Units

No Member may assign, convey, sell, transfer, liquidate, encumber or alienate all or any portion of such Member's Units without the consent of the Manager in its sole and absolute discretion.

Books and Records

At all times during the term of the Company, the Manager is required to keep true and accurate books of account of all the financial activities of the Company. Each Member, or such Member's representative designated in writing, has the right, upon at least five (5) days' advance written notice, for purposes related to the interest of that Person as a Member, which purposes are set forth in the written request, to receive certain information from the Company.

Amendments

The Operating Agreement may be amended by the Manager with the Majority Vote of the Members, except that the Manager may amend the Operating Agreement without action by the Members to (i) change the name and/or principal place of business of the Company, or (ii) decrease the rights and powers of the Manager (so long as such decrease does not impair the ability of the Manager to manage the Company and conduct its business and affairs); provided, however, that no amendment shall be adopted unless the adoption thereof is for the benefit of or not adverse to the interests of the Members, is not inconsistent with the rights of the Members under the Operating Agreement, and does not affect the limited liability of the Members or the status of the Company as a partnership for federal income tax purposes.

[Remainder of Page Left Intentionally Blank]

FEDERAL INCOME TAX CONSEQUENCES

PROSPECTIVE INVESTORS ARE HEREBY NOTIFIED THAT ANY DISCUSSION OF THE U.S. FEDERAL OR STATE TAX ISSUES SET FORTH IN THIS MEMORANDUM IS PROVIDED TO SUPPORT THE PROMOTION AND MARKETING OF THE TRANSACTIONS DESCRIBED HEREIN. SUCH DISCUSSION IS NOT INTENDED OR WRITTEN TO BE USED, AND IT CANNOT BE USED, BY ANY PERSON FOR THE PURPOSES OF AVOIDING ANY U.S. PENALTIES THAT MAY BE IMPOSED ON SUCH PERSON. EACH PROSPECTIVE INVESTOR SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

Below is a summary of certain material federal income tax principles applicable to an investment in Units. This summary is based on existing law as contained in the Code, including changes under the Tax Act (defined below), the Treasury Regulations (defined below), administrative rulings and other pronouncements, and court decisions as of the effective date of this Memorandum. These authorities are all subject to change by either new legislation, regulations, administrative pronouncements or court decisions, or by differing interpretations of existing authorities.

Each of the Tax Act (defined below), the CARES Act (defined below), the ongoing COVID-19 pandemic, and the recent shift in the legislative and executive branches of the federal government presents a strong likelihood of significant changes in tax law through additional legislation and regulation and changes in administrative interpretation and guidance, any of which could affect the tax matters discussed herein. Any such changes could be made with retroactive effect or otherwise adversely affect an investor's investment in the Units. An investor's actual tax consequences from an investment in Units will depend on the facts about the operation of the Investments and on the investor's personal circumstances. This summary addresses only principles that are generally applicable to an investment in Units. Factors that may apply and be of material significance to a particular investor may not be addressed herein. Therefore, this summary is not intended as a substitute for careful tax planning by an investor. Each prospective investor must consult the prospective investor's own tax advisor about the tax consequences (including state, local and foreign tax consequences) of an investment in Units regarding their particular circumstances before making such an investment.

THE COMPANY HAS NOT APPLIED FOR, AND WILL NOT APPLY FOR, A RULING FROM THE IRS AS TO ANY OF THE TAX CONSEQUENCES DISCUSSED IN THIS MEMORANDUM, AND NO WARRANTY OF ANY KIND IS MADE AS TO ANY TAX CONSEQUENCES OF INVESTING IN THE COMPANY. A PROSPECTIVE INVESTOR IS ADVISED TO CONSULT TAX COUNSEL REGARDING THE SPECIFIC CONSIDERATIONS ARISING UNDER THE APPLICABLE PROVISIONS OF THE CODE, WITH RESPECT TO THE PURCHASE, OWNERSHIP, REGISTRATION OR DISPOSITION OF THE UNITS.

The Tax Cuts and Jobs Act and CARES Act

Enactment of the Tax Act and the CARES Act

On December 22, 2017, President Trump signed into law H.R. 1, informally titled the Tax Cuts and Jobs Act (the "Tax Act" or the "Act"). The Tax Act made major changes to the Code, including several provisions of the Code that affected the taxation of limited liability companies, such as the Company, and their members. The most significant of these provisions are described below. The individual and collective impact of these changes on partnerships and their partners is uncertain and may not become evident for some period. Prospective investors should consult their tax advisors regarding the implications of the Tax Act on their investment.

On March 27, 2020, President Trump signed into law the Coronavirus Aid, Relief and Economic Security Act of 2020 (the "CARES Act") in response to the COVID-19 pandemic. The CARES Act contains numerous tax provisions that were drafted to assist businesses in dealing with the economic effects of COVID-19. It amends some of the provisions of the Tax Act. These changes are described below. Prospective investors should consult their tax advisors regarding the implications of the CARES Act on their investment.

Revised Individual Tax Rates and Deductions

The Tax Act created seven income tax brackets for individuals ranging from 10% to 37% that generally apply at higher thresholds than current law. For example, the highest 37% rate applies to joint return filer incomes above $647,850, instead of the highest 39.6% rate that applies to incomes above $470,700 under pre-Tax Act law. The maximum 20% rate that applies to long-term capital gains and qualified dividend income was unchanged, as is the 3.8% Medicare tax on net investment income.

The Act also eliminated personal exemptions, but nearly doubled the standard deduction for most individuals (for example, the standard deduction for joint return filers rose from $12,700 in 2017 to $24,000 upon the Act's effectiveness). The Act also eliminated many itemized deductions, limited individual deductions for state and local income, property and sales taxes (other than those paid in a trade or business) to $10,000 collectively for joint return filers (with a special provision to prevent 2017 deductions for prepayment of 2018 taxes), and limited the amount of new acquisition indebtedness on principal or second residences for which mortgage interest deductions are available to $750,000. Interest deductions for new home equity debt were eliminated. Charitable deductions were generally preserved. The phaseout of itemized deductions based on income was eliminated.

Such individual income tax changes were generally effective beginning in 2018, but without further legislation, they will sunset after 2025.

Pass-Through Business Income Tax Rate Lowered through Deduction

Under the Tax Act, individuals, trusts and estates generally may deduct 20% of "qualified business income" (generally, domestic trade or business income other than certain investment items) of a partnership, S corporation, or sole proprietorship. In addition, certain other income items are eligible for deduction by the taxpayer. The overall deduction is limited to 20% of the sum of the taxpayer's taxable income (less net capital gain) and certain cooperative dividends, subject to further limitations based on taxable income. In addition, for taxpayers with income above a certain threshold (e.g., $340,100 for joint return filers in 2022), the deduction for each trade or business is generally limited to no more than the greater of (i) 50% of the taxpayer's proportionate share of total wages from a partnership, S corporation or sole proprietorship, or (ii) 25% of the taxpayer's proportionate share of such total wages plus 2.5% of the unadjusted basis of acquired tangible depreciable property that is used to produce qualified business income and satisfies certain other requirements. The deduction, if allowed in full, equates to a maximum 29.6% tax rate on domestic qualified business income of partnerships, S corporations or sole proprietorships. As with the other individual income tax changes, the deduction provisions were effective beginning in 2018. Without further legislation, the deduction would sunset after 2025.

EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH ITS TAX ADVISORS TO DETERMINE WHETHER IT QUALIFIES FOR THE DEDUCTION UNDER SECTION 199A OF THE CODE.

Net Operating Loss Modifications

Net operating loss ("NOL") provisions were modified by the Tax Act. The Act limits the NOL deduction to 80% of taxable income (before the deduction). It also generally eliminates NOL carrybacks for individuals, but allows indefinite NOL carryforwards. The new NOL rules apply to losses arising in taxable years beginning in 2018.

The CARES Act changes limitations on the use of NOLs imposed by the Tax Act. The CARES Act provides that NOLs incurred in 2018, 2019, and 2020 may be carried back to offset taxable income earned during the five-year period prior to the year in which the NOL was incurred Where advantageous, the taxpayer may elect out of the NOL carrybacks now permissible due to the CARES Act. The CARES Act also provides for a temporary removal of the 80 percent taxable income limitation to allow NOLs to fully offset income for years beginning before January 1, 2021.

Maximum Corporate Tax Rate Lowered to 21%; Elimination of Corporate Alternative Minimum Tax

The Tax Act reduced the 35% maximum corporate income tax rate to a maximum 21% corporate rate and reduced the dividends-received deduction for certain corporate subsidiaries. The Act also permanently eliminated the corporate alternative minimum tax. These provisions were effective beginning in 2018.

Limitations on Interest Deductibility; Real Property Trades or Businesses Can Elect Out Subject to Longer Asset Cost Recovery Periods

The Tax Act limits a taxpayer's net interest expense deduction to 30% of the sum of adjusted taxable income, business interest, and certain other amounts. Adjusted taxable income does not include items of income or expense not allocable to a trade or business, business interest or expense, the new deduction for qualified business income, NOLs, and for years prior to 2022, deductions for depreciation, amortization or depletion. For partnerships, the interest deduction limit is applied at the partnership level, subject to certain adjustments to the partners for unused deduction limitation at the partnership level. The Act allows a real property trade or business to elect out of this interest limit so long as it uses a 40-year recovery period for nonresidential real property, a 30-year recovery period for residential rental property and a 20-year recovery period for related improvements described below. Disallowed interest expense is carried forward indefinitely (subject to special rules for partnerships). The interest deduction limit applies beginning in 2018.

The CARES Act increases the current 30% limitation to 50% for tax years beginning in 2019 and 2020, except for entities taxed as partnerships, as discussed below. Furthermore, taxpayers may elect to use 2019 adjusted taxable income in their calculations in lieu of current year adjusted taxable income for taxable years beginning in 2020.

For partnerships, the 50% threshold does not apply for any taxable year before 2020. Partners are permitted to treat 50% of their allocable share of a partnership's 2019 excess business interest expense as paid or accrued in 2020 and such business interest expense is not subject to any further business interest expense limitation at the partner level. Partnerships can also elect to apply their 2019 adjusted taxable income to compute their 2020 business interest expense limitation.

Maintains Cost Recovery Period for Buildings; Reduced Cost Recovery Periods for Tenant Improvements; Increased Expensing for Equipment

For taxpayers that do not use the Act's real property trade or business exception to the business interest deduction limits, the Act maintains the current 39-year and 27.5-year straight line recovery periods for nonresidential real property and residential rental property, respectively, and provides that certain tenant improvements for such taxpayers are subject to a general 15-year recovery period. Also, the Act temporarily allows 100% expensing of certain new or used tangible property through 2022, phasing out at 20% for each following year (with an election available for 50% expensing of such property if placed in service during the first taxable year ending after September 27, 2017). The changes apply, generally, to property acquired and placed in service after September 27, 2017 and before January 1, 2023.

The CARES Act once again makes qualified improvement property eligible for bonus depreciation and applies this retroactively to the date of enactment of the Tax Act.

Like Kind Exchanges Retained for Real Property, but Eliminated for Most Personal Property

The Tax Act continues the deferral of gain from the like kind exchange of real property, but provides that foreign real property is no longer "like kind" to domestic real property. Furthermore, the Act eliminates like kind exchanges for most personal property. These changes are effective generally for exchanges completed after December 31, 2017, with a transition rule allowing such exchanges where one part of the exchange is completed prior to December 31, 2017.

Other Provisions

The Tax Act made other significant changes to the Code, including provisions limiting the ability to offset dividend and interest income with partnership or S corporation net active business losses. These provisions are effective beginning in 2021, but without further legislation, will sunset after 2027.

CARES Act – Paycheck Protection Program Tax Considerations

As part of the CARES Act, the Paycheck Protection Program ("PPP") was established to aid eligible businesses by authorizing the Small Business Administration to guarantee loans made to eligible small businesses ("Covered Loans"). Under the PPP, recipients of Covered Loans may use the proceeds to pay payroll costs, certain employee benefits, interest on mortgage obligations, rent, utilities and interest on other existing debt obligations ("Eligible Expenses"). A Covered Loan may be forgiven to the extent the proceeds are used to pay Eligible Expenses in the established time frame following the origination of the loan. To further extend the benefits of the PPP, the CARES Act provides that any amounts that would otherwise be included in gross income of the recipient by reason of forgiveness of a Covered Loan shall be excluded from such gross income for federal income tax purposes. In Notice 2020-32, released April 30, 2020, the IRS determined that a taxpayer may not deduct expenses paid using the proceeds of Covered Loans if the Covered Loan is subsequently forgiven. The Consolidated Appropriations Act, 2021, P.L. 116-260, enacted on December 27, 2020, however, clarified that deductions are allowed for otherwise deductible expenses paid with the proceeds of a PPP loan that is forgiven and that the tax basis and other attributes of the borrower's assets will not be reduced as a result of the loan forgiveness.

Additional Federal Tax Considerations

Status as Partnership for Tax Purposes

An investor will generally enjoy a substantial economic advantage if the Company is classified as a partnership rather than a corporation for federal income tax purposes. According to the Income Tax Regulations and Temporary Regulations promulgated under the Code (the "Treasury Regulations"), an entity organized as a limited liability company and having more than one investor (and which is not a PTP (as described below)) will be classified as a partnership for tax purposes unless it makes an affirmative election to be taxed as a corporation or other special type of entity for tax purposes. The Company plans to be taxed as a partnership for tax purposes and, therefore, will not make any election that would result in a different classification.

Even in the absence of an election to be taxed as a corporation, an entity that is a partnership or limited liability company for state law purposes will be taxed as a corporation (involuntarily) if it has the traits of a publicly traded partnership ("PTP") and lacks sufficient qualifying income. A PTP is an entity whose interests are traded on an established securities market or are readily transferable on a secondary market or the equivalent thereof. However, the Treasury Regulations provide that a partnership's interests will not be considered publicly traded unless the partnership itself participates in creating a market for trading or recognizes transfers made on the market. Because the Manager does not plan to register the Units or participate in creating a secondary market or recognize transfers that might be made on such a market or have the Company engage in a pattern of redeeming Units, the Company should not be considered a PTP.

Based on the foregoing, the Company should be classified as a partnership for federal income tax purposes. If the Company were taxed as a corporation rather than a partnership, Company losses would not be passed through to investors and Company profits would be taxed twice — once when they were earned and a second time when they were distributed to investors. Based on current tax rates, this would reduce an investor's yield from an investment in the Company. The remainder of the discussion in this section assumes that the Company and its investors will be classified as a partnership for federal income tax purposes, and references hereafter to a partnership or partner are intended to refer to an entity taxed as a partnership or its owners, respectively.

Partnership Taxation

A partnership must file an income tax return but does not pay federal income tax. Instead, its taxable income or loss is allocated among the partners and the partners report their proportionate shares of such income or loss on

their own income tax returns and pay any tax attributable thereto. Such tax must be paid regardless of whether a partner has received any cash distribution from the partnership during the year. **Thus, an investor's share of the Company's taxable income (and the tax due thereon) may exceed the amount of cash distributions that an investor receives from the Company.**

Allocation of Taxable Income, Gain and Loss among Investors

Generally, the Code permits partners to determine among themselves their respective shares of a partnership's taxable income, gain and loss and items to be separately stated thereof so long as such allocations have "substantial economic effect." However, if any such allocation lacks "substantial economic effect" the IRS may disregard the partners' allocation and reallocate the partnership's taxable income, gain and loss in accordance with the "partners' interests in the partnership" determined in light of all facts and circumstances and in accordance with applicable Treasury Regulations. The allocation of the Company's taxable income, gain and loss among the partners is set forth in the Operating Agreement.

According to the Treasury Regulations, a tax allocation has economic effect if (i) the capital account of each partner is maintained in accordance with the Treasury Regulations Section 1.704-1(b)(2)(iv), (ii) liquidation proceeds of the partnership are to be distributed in accordance with the partners' capital account balances, and (iii) a partner who has a negative capital account upon liquidation of the partnership must contribute cash to the partnership in an amount sufficient to eliminate the deficit. If requirements (i) and (ii) above are met, but the partners are not obligated to restore a capital account deficit in accordance with requirement (iii) above, then an allocation will have economic effect to the extent that it does not cause or increase a deficit balance in a partner's capital account beyond any such deficit that such partner is obligated to restore or would be deemed obligated to restore under the applicable Treasury Regulations so long as the partnership agreement contains a "qualified income offset" provision. A qualified income offset provision is one that (a) limits the allocation of losses to partners who have no or only a limited deficit restoration obligation to the amount that would not cause their negative capital account balances to exceed the amount of the deficit that such partners are obligated to restore, and (b) requires a special allocation of income to partners who unexpectedly receive distributions that cause their capital accounts to be impermissibly negative. The Operating Agreement of the Company provides for the maintenance of capital accounts in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv), that liquidating distributions should be made in accordance with the Members' positive capital account balances through a force allocation provision, and contains a "qualified income offset provision" and, therefore, the allocations of Company income, gain and loss pursuant to the Operating Agreement should have economic effect to the extent that any such allocation does not cause or increase a deficit balance in a partner's capital account beyond any such deficit that such partner is obligated to restore or would be deemed obligated to restore under the applicable Treasury Regulations.

Under the Treasury Regulations, allocations "attributable to nonrecourse debt" (e.g., cost recovery deductions to the extent that partnership nonrecourse debt exceeds the partnership's basis in property securing such debt) cannot have substantial economic effect because only the lender bears the risk of economic depreciation in property securing such debt below the amount of such debt. Nevertheless, such allocations will be respected if they are reasonably similar to partnership allocations of some other significant partnership item attributable to the property securing the nonrecourse debt that do have economic effect. If a partnership has nonrecourse debt, certain deductions that create a negative capital account may be allocated to a partner with no deficit restoration obligation to the extent that the negative balance created thereby would not exceed the partner's share of the partnership's minimum gain (which equals the excess, if any, of the partnership's nonrecourse debt over its basis in partnership property securing such debt), but only if the partnership agreement requires such partner to be specially allocated gross income if a reduction in the partnership's minimum gain or a distribution to such partner causes the partner's negative capital account to exceed such partner's share of such minimum gain. The provisions of the Operating Agreement meet the requirements in the Treasury Regulations for allocations attributable to nonrecourse deductions.

The Treasury Regulations provide that allocations that have economic effect may nevertheless be disregarded if their economic effect is not substantial. According to the Treasury Regulations, the economic effect of an allocation is substantial if a reasonable possibility exists that the allocation will substantially affect the dollar amount to be received by the partners, independent of tax consequences. The Treasury Regulations further provide that even if the dollar amount to be received by partners may be affected by an allocation, such an allocation will be considered not substantial if (1) the after-tax economic consequences to one partner, in present value terms, may be

enhanced compared to such consequences if the allocation were not contained in the partnership agreement, and (2) there is a strong likelihood that the after-tax economic consequences of no partner will, in present value terms, be substantially diminished compared to such consequences if the allocation were not contained in the partnership agreement.

Because factual issues are involved and there is little legal guidance about the meaning of the term "substantial" it is not certain that the economic effect of the allocations under the Operating Agreement would be considered substantial. There can be no assurance that the IRS will respect the allocations set forth in the Operating Agreement.

Basis of Partnership Interests

Each partner has a basis in such partner's partnership interest. As described below, a partner's basis affects the amount of distributions a partner may receive from the partnership without recognizing taxable gain, the amount of the partner's share of partnership losses that the partner may deduct, and the amount of gain or loss that a partner will recognize from a disposition of the partner's partnership interest. A partner's basis initially equals the amount of the partner's contribution to the partnership's capital. From time to time, that basis is increased by the share of partnership profits and is decreased by the share of partnership loss allocated to the partner's capital account. Such basis is also decreased by cash distributions that the partner receives from the partnership. A partner's basis also is increased by increases in the partner's share of partnership debt and is decreased by reductions in the partner's share of partnership debt, for instance, when partnership debt is repaid by the partnership. Such increases or decreases in a partner's share of partnership debt are considered to be contributions and distributions, respectively, of cash by or to the partner. A partner is entitled to include in such partner's basis a share of partnership nonrecourse debt, which is debt for which no person who is a partner or related to a partner has any personal obligation to repay or otherwise bear the economic risk of loss if the partnership failed to repay. Under the Operating Agreement and applicable Treasury Regulations, investors might not be allocated any portion of the nonrecourse debt of the Company, and accordingly, investors would not be entitled to include in their basis any amounts attributable to the Company's debt.

Distributions

Cash distributions received by a partner from a partnership reduce the partner's tax basis in such partner's partnership interest (but not below zero). Such distributions that do not exceed the partner's basis are not taxable to the partner. After a partner's basis is reduced to zero, such distributions constitute gain to the partner that is generally treated as gain from the sale of a capital asset. As described above, when a partnership satisfies its debt either by cash payments or by foreclosure, a partner who included such debt in the basis of such partner's partnership interest will be considered to have received a cash distribution from the partnership that will reduce the basis of the partner's partnership interest, but not below zero. To the extent such a constructive distribution to a partner exceeds such partner's basis in its partnership interest, the partner will recognize taxable gain even though the partner has received no actual cash. Additionally, a partner may receive allocations of taxable income that exceed the amount of cash distributions that the partner receives.

Losses

Under partnership tax law, a partner may deduct from such partner's own income the share of partnership loss allocated to the partner but only to the extent such share does not exceed the partner's basis in such partner's partnership interest. Loss deductions disallowed by this rule may be carried forward and deducted in future years as the partner's basis allows. As described below, the deduction of a partner's share of partnership losses is also subject to disallowance by the at-risk rules and the passive loss rules.

Disposition of Units

It is not anticipated that a market for the purchase and sale of Units will develop and, therefore, Members may not be able to sell their Units. Upon the sale of a partnership interest, a partner will recognize gain equal to the excess of the amount received (which includes any reduction in the partner's share of partnership liabilities) over the partner's basis in such partner's partnership interest. To the extent attributable to the partner's share of the partnership's depreciation recapture on personal property, determined as if the partner's proportionate share of the

partnership's assets had been sold at that time, a partner will recognize ordinary income to the extent the partnership's unrealized receivables and inventory items exceed the basis of such items. Capital gain may be taxed at reduced rates depending on the holding period for such interest. If the partnership owns a building on which it has claimed depreciation at the time that a partner sells such partner's partnership interest, that portion of the amount realized from such a sale that is attributable to the partner's share of such building depreciation will give rise to capital gain that under current law is taxed at a higher rate than applies to other capital gain income, which higher rate is 25%. An investor desiring to sell Units should consult such investor's own tax adviser about the particular tax consequences of doing so.

The Code imposes penalties on both a Member and the Company when certain reporting and notice requirements are not followed with respect to a transfer of a Unit. Treasury Regulations under Section 6050K of the Code require that the transferor of a Unit notify the Company within thirty (30) days of the transfer if the Company has any "unrealized receivables." Because the personal property held by the Company will be subject to depreciation recapture (one of the categories of unrealized receivables), a Member who transfers a Unit must mail a statement to the Company within thirty (30) days of the transfer setting forth the Member's name, address and taxpayer identification number and the name, address, taxpayer identification number, if known, of the transferee and the date of the transfer. The Company will then be required to file with its return a list of all transfer information received during the taxable year and to notify the transferor and transferee that a portion of the amount realized by the transferor on the transfer of the Unit must be treated as ordinary income. Failure by a Member of the Company to provide notification to the Company could result in a penalty equal to the greater of $570 or five percent (5%) of the items required to be correctly reported.

At-Risk Rules

A partner may not deduct such partner's share of partnership losses to the extent that such share exceeds the amount by which the partner is considered at-risk with respect to the partnership. Such disallowed losses may be carried forward and deducted in future years subject to the same limitation. A partner is at-risk to the extent of the amount of cash or other property paid for such partner's partnership interest. From time to time, the amount at-risk is increased by the share of partnership profits and is decreased by the share of partnership loss allocated to the partner's capital account. Such amount also is decreased by cash distributions that the partner receives from the partnership. Generally, a partner is considered at-risk with respect to partnership debt only to the extent such partner bears the economic risk of loss for such debt or if the partnership's debt is "qualified nonrecourse financing." Partnership nonrecourse debt will be "qualified nonrecourse financing" if it was incurred with regard to the holding of real property and to the extent that the debt is (i) secured by real property used in the activity of holding real property, (ii) obtained from a person actively and regularly engaged in the business of lending money that is neither a partner nor a related person to any partner, and (iii) no person is personally liable for the payment of the debt. If a loan obtained by a partnership constitutes qualified nonrecourse financing with respect to the partnership, such financing may increase the amount each partner is considered at-risk provided the financing is considered qualified nonrecourse financing to the partner as well. A partner's share of partnership qualified nonrecourse financing is based on the partner's profit-sharing ratio in the partnership.

Passive Activity Limitation

The passive loss rules further limit the amount of a partner's share of partnership loss that may be deducted. The ownership of Units in the Company will be considered a passive activity for each investor and each investor's share of the Company's taxable income and loss will be considered passive income and loss for purposes of the rules. Under the passive loss rules, a partner may not use such partner's share of partnership losses to shelter wages, income from an activity in which the partner is an active participant, or portfolio income, which includes dividend and interest income, income from an annuity and certain capital gains. Interest which the Company earns from investment of reserve funds will likely yield portfolio income which cannot be sheltered from tax by passive losses or tax credits generated by the Company or other sources. A partner may use passive losses only to offset income realized (in the same or future years) from the same or other passive activities. Unused passive losses from an activity ("Suspended Losses") may be deducted in full without regard to the amount of passive income from the activity or other passive activities only when an entire interest in an activity is disposed of in a fully taxable transaction to an unrelated taxpayer. A partner's right to deduct Suspended Losses attributable to a partnership also would be triggered if the partnership were to dispose of all its property in a fully taxable transaction.

Disposition of Company Property

If a partnership recognizes taxable gain from a disposition of its property, whether by sale or foreclosure, the partners will be allocated a share of such gain. For purposes of determining the partnership's gain, the partnership will be considered to have received a payment (in addition to other payments received) equal to the amount of any debt paid from the sale proceeds or assumed by the buyer or, in the case of a foreclosure, the amount of the debt extinguished by such foreclosure. Thus, it is possible for a partner's share of partnership gain from a sale of property to exceed the cash received. Gain from the sale of the Investments will be considered gain or loss from the sale of "Section 1231 assets," which are assets used in the taxpayer's trade or business. An investor's share of such gain or loss must be combined with any other Section 1231 gain or loss incurred by the investor in that year. The net Section 1231 gain or loss incurred in any year would be taxed as capital gain or ordinary loss, as the case may be. However, Section 1231 gains will be recaptured as ordinary income to the extent that the investor has unrecaptured Section 1231 losses for any of the preceding five years.

Depreciation and Cost Recovery of Property

The Company will recover the cost of its assets for federal income tax purposes through depreciation or other cost recovery deductions where applicable. Such deductions must be claimed as prescribed by the Code. Under the Code, the cost of tangible personal property, depending on the type of property, is generally recovered over periods ranging from three (3) years to twenty (20) years, using a declining balance method and the costs of residential buildings and nonresidential buildings are recovered over 27.5 years and 39 years, respectively, on a straight-line basis. A partnership must also capitalize and depreciate interest expense incurred during the construction period to finance the construction of its property. The Company may choose to depreciate property over a longer recovery period in order to avoid the application of the limitations on interest deductibility under the Tax Cuts and Jobs Act (see above discussion under the heading, "Tax Cuts and Jobs Act" – "*Limitations on Interest Deductibility; Real Property Trades or Businesses Can Elect Out Subject to Longer Asset Cost Recovery Periods*").

Limitation on Use of Certain Losses

The American Jobs Creation Act of 2004 (the "2004 Act") enacted Section 470 of the Code which limits deductions allocable to property directly or indirectly owned by certain tax-exempt entities. This limitation on deductions would apply to exempt and non-exempt Members of the Company absent the use of "qualified allocations."

Various Fees and Expenses

Company expenditures may qualify for a full current tax deduction or may be recoverable only over an extended period (such as depreciation and loan costs) or may not be deductible at all (such as expenses incurred by the Company in offering the Units). The IRS could challenge the Company's treatment of its expenditures and may claim that some expenditures which the Company intends to deduct currently are actually expenditures that must be amortized or capitalized, the consequence of which would be to increase Company taxable income for certain years and/or shift deductions to later years.

Organization, Start-Up and Syndication Expenses

"Syndication" expenditures, which are those incurred to offer and sell Units, such as the cost of preparing this Memorandum, may not be deducted or amortized. Partnership "organizational" expenditures as well as "start-up" expenditures also may not be currently deducted, but, at a partnership's election may be amortized over 180 months except that up to $5,000 of each may be deducted in the year that a partnership first begins operations (but the $5,000 deduction of start-up expenditures is subject to disallowance if start up expenditures exceed $50,000). Organizational expenditures are those incidental to creating a partnership or limited liability company and include legal fees for preparing a partnership or operating agreement and accounting fees for setting up the books and records. Start-up expenditures are those ordinary expenses incurred to investigate a business before beginning to operate the business and include, for example, wages, travel and similar items incurred in determining whether to exploit a potential site or opportunity. The allocation of expenditures among nondeductible syndication expenses and amortizable organizational and start-up costs is a question of fact. The IRS may contest such allocations upon audit.

Alternative Minimum Tax

Members may be subject to the alternative minimum tax ("AMT") in addition to regular income tax. AMT is imposed to the extent that such tax exceeds the taxpayer's "regular tax" liability for the year. For the 2022 tax year, the AMT rate for individuals is 26% of so much of the taxable excess as does not exceed $206,100 ($103,050 for married taxpayers filing separately), plus 28% of so much of the taxable excess as exceeds $206,100 ($103,050 for married taxpayers filing separately). For this purpose, "taxable excess" means the amount by which alternative minimum taxable income ("AMTI") exceeds an exemption amount, which for 2022 equals $118,100 for married taxpayers filing jointly, $75,900 for single individuals and heads of household and $59,050 for married individuals filing separately, and $26,500 for estates and trusts, and which are indexed for inflation. (The foregoing exemption amounts are reduced by twenty-five percent (25%) of the amount by which the taxpayer's AMTI exceeds the applicable phase-out threshold amounts which, for 2022, are $1,079,800 for married taxpayers filing jointly, $539,900 for other individual filers, and $88,300 for estates and trusts, and which threshold amounts are indexed for inflation. AMTI is computed differently than taxable income for regular tax purposes in various respects, including the following: (i) certain tax-exempt interest excluded from income for regular tax purposes is included in AMTI; (ii) deductions for depreciation are computed in some cases using slower depreciation methods; and (iii) deductions for miscellaneous itemized deductions, for state and local real property, personal property and income taxes and for interest expense on certain borrowings related to residences are not permitted. Each prospective investor is urged to consult such investor's tax advisor regarding the effect that an investment in the Units will have on the prospective investor's AMT liability. The Tax Act does not eliminate the individual alternative minimum tax, but it raises the exemption and exemption phase-out threshold for application of the tax.

Partnership Audits

The Code contains partnership audit procedures which require any proceeding relating to partnership tax items to be conducted at the entity level in a single partnership proceeding rather than in separate proceedings with each partner. Adjustments resulting from any such audit may result in an audit of a partner's own return. A partnership generally is treated as a separate entity for purposes of federal tax audits, judicial review of administrative adjustments by the IRS and tax settlement proceedings. The Bipartisan Budget Agreement Act of 2015, signed into law by President Obama on November 2, 2015 and generally effective for partnership taxable years beginning after December 31, 2017, overhauled partnership audit procedures. It repealed both audit rules enacted under the Tax Equality and Fiscal Responsibility Act of 1982 ("TEFRA") as well as the "electing large partnership rules" enacted in 1997. The new 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 the designated "partnership representative." If a partnership's taxable year beginning after December 31, 2017 is audited by the IRS, then both the partners and the partnership will be bound by the actions taken by the partnership representative. Pursuant to the Operating Agreement, the Manager is the partnership representative of the Company for each tax year. As such, if the IRS audits a taxable year of the Company, any action or decision by the Manager as partnership representative will be the imputed action or decision of each Member of the Company.

The partnership 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. Unlike under prior law, taxes and penalties associated with such adjustment are, by default in the absence of certain elections discussed below, assessed and collected at the partnership level, rather than the partner level. The new 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 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 new 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 new 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 IRS. The IRS will treat such inconsistency as a mathematical or clerical error. However, the IRS is not required to issue a notice of deficiency and the taxpayer is not entitled to request any adjustment under Code Section 6213(b). Partners 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 by the partnership. This alternative procedure will entitle partnerships to make an election to issue any adjustment to the Reviewed Year partners within forty-five (45) days of the IRS's notice of final partnership adjustment. If the partnership makes this election, which, once made, cannot be revoked without the IRS's consent, then interest on any tax underpayment will be determined at the partner level and at a higher rate. It is unknown at this time whether the Company will make this election should it be audited under the new procedures. However, if the Company was to make such an election, the Operating Agreement provides that all Members and former Members of the Company shall cooperate with the making of any such election. The Operating Agreement also provides that the current and former Members may be required to file amended tax returns for the Reviewed Year or to reimburse the Company for their respective shares of any tax assessed against the Company in connection with an audit.

The new 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), or a single member entity that is disregarded for federal income tax purposes, as a partner, would not be eligible for such an opt-out. One or more prospective investors may be a partnership (or treated as such) or a limited liability company disregarded as separate from its owner for federal income tax purposes. Therefore, the Company does not anticipate being eligible to opt-out of the new rules absent a change in applicable law.

If the IRS audits a taxable year, not only may the Company incur substantial expenses in defending such an audit (expenses which it may not have sufficient funds to satisfy), but it also may be unable to satisfy any assessed tax liability attributable to an audit adjustment. If the Company fails to pay any audit adjustment related tax liability, the IRS may assess investors for their proportionate share of such liability. Prospective investors are urged to consult with their advisors regarding an investment in the Company as well as the audit rules.

Penalties and Interest

The Code provides that penalties are applied to any portion of any understatement that was attributable to: (i) negligence or disregard of rules or regulations; (ii) any substantial understatement of income tax or (iii) any substantial valuation misstatement. A twenty percent (20%) accuracy-related penalty is imposed on (i) listed or (ii) reportable transactions having a significant tax avoidance purpose. This penalty is increased to thirty percent (30%) if the transaction is not properly disclosed on the taxpayer's federal income tax return. Failure to disclose such a transaction can also prevent the applicable statute of limitations from running in certain circumstances and can subject the taxpayer to additional disclosure penalties ranging from $10,000 to $200,000, depending on the facts of the transaction. Penalties are generally imposed at the partner level; however, penalties could be imposed at the partnership level pursuant to an audit under the new audit rules discussed in the preceding section. The interest rate on a deficiency in the payment of tax generally equals the sum of the short-term federal rate, plus three percent (3%) per annum. Any such interest paid by an individual taxpayer generally may not be deducted in computing the taxpayer's taxable income.

Section 754 Election

The basis of partnership property is not adjusted when a partnership interest is transferred or a partner dies. However, if a partnership makes an election or if an adjustment is required due to a substantial built-in-loss in our assets, the basis of partnership property is adjusted with respect to the transferee partner or deceased partner. The amount of the adjustment is equal to the difference between the transferee's initial basis for the transferee's partnership interest and proportionate share of the adjusted basis of the partnership property. Such an election may result in an increase in the depreciation deductions to a transferee or the estate of a deceased partner when partnership property is worth more than its adjusted basis. Unless revoked, such an election applies to every transfer of a partnership interest during or after the year for which the election is made. Under the Operating Agreement of the Company, the Manager may, but is not required to, make such an election on behalf of the Company. Because such an election may be revoked only with the consent of the IRS and because the election creates accounting difficulties,

the Company may determine not to make one. The absence of one or more such elections could decrease the marketability and reduce the potential value of Units.

Interest Incurred to Carry Tax-Exempt Securities

Code Section 265(a)(2) disallows any deductions for interest paid by a taxpayer on indebtedness incurred in order to purchase or carry tax-exempt obligations. The IRS announced in Revenue Procedure 72-18, 1972-1 C.B. 740, that the prescribed purpose will be deemed to exist with respect to indebtedness incurred to finance a "portfolio investment." If an investor owns tax-exempt obligations, the IRS might take the position that any interest incurred by the investor to purchase Units in the Company should be viewed as incurred in part to enable the investor to continue to carry tax-exempt obligations and that such investor may not be allowed to deduct such investor's full allocable share of such interest.

State and Local Taxes

In addition to the federal income tax described above, investors likely will be subject to state and local tax as a result of an investment in Units. An investor's distributive share of the taxable income or loss of the Company generally will be required to be included in determining the investor's reportable income for state or local income tax purposes in the jurisdictions in which the Investments are located. Additionally, distributions to investors may be subject to withholding in the jurisdictions in which the Investments are located. Upon an investor's death, estate or inheritance taxes might be payable in such jurisdictions based upon the investor's interest in the Company. Depending upon the applicable state and local laws, tax benefits available to investors for federal income tax purposes may not be available to investors for state or local tax purposes. Investors are urged to consult their own tax advisors regarding the effect of state and local taxes upon an investment in the Company. A discussion of state and local tax law is beyond the scope of this Memorandum.

Tax-Exempt Investors

Certain organizations that normally are exempt from federal income tax, including qualified plans, IRAs and organizations described in Section 501(c) of the Code, nevertheless must pay income tax on their UBTI. UBTI is income derived from the conduct of a trade or business that is not related to the organization's exempt function and is not specifically exempt from UBTI by the Code. An exempt organization that is a partner in a partnership must include its share of partnership income in UBTI if the source of partnership income would be UBTI if the exempt organization earned such income directly. Real property rent, which will constitute the majority of the income to the Investments, and gain from the disposition of property (other than property held principally for sale), are specifically exempt from UBTI. In addition, a portion of an exempt organization's share of Company taxable income from operations and from a sale of an Investment will be considered UBTI if the Investments will be subject to acquisition debt (mortgages that were incurred to acquire the Investments). The exemption for real property rent described above does apply to the extent it is considered UBTI under the preceding sentence. The portion of an exempt organization's share of Company income that represents UBTI is based on a ratio of which the numerator is the average mortgage debt on the Investments for the year and the denominator is the tax basis of the Investments for such year. An exempt organization should consult a tax advisor regarding the effect that UBTI will have on its yield from an investment in Units and any potential impact on the organization's tax-exempt status.

Net Investment Income Medicare Tax

Prospective investors should note that Section 1411 of the Code, added by the Healthcare and Education Reconciliation Act of 2010 expands "FICA" taxes to include a new 3.8% tax on certain investment income. In general, in the case of an individual, this tax will be 3.8% of the lesser of (i) the taxpayer's "net investment income" or (ii) the excess of the taxpayer's adjusted gross income over the applicable threshold amount ($250,000 for taxpayers filing a joint return, $125,000 for married individuals filing separate returns and $200,000 for other taxpayers). Special rules apply with respect to the computation of a trust's liability for the new 3.8% tax. Investors should note that their distributive share of the Company's taxable income or gain will be included as investment income in the determination of "net investment income" under Code section 1411(c) and the investor will be subject to the 3.8% tax if such investor's adjusted gross income is in excess of the investor's applicable threshold amount. Further, in the case of an investor's disposition of Units, any taxable gain will be taken into account by the investor

for the purpose of determining "net investment income" under Section 1411(c), as if the Company had sold all its property for fair market value immediately before such disposition.

United States Income Tax Considerations for Foreign Investors

The federal income tax consequences of a nonresident alien individual or a foreign corporation from investing in the Company will vary depending on the investor's circumstances and exceptions provided by an applicable income tax treaty. The Tax Cuts and Jobs Act contains numerous changes to the law regarding United States taxation of foreign persons. A foreign investor should consult such investor's own tax advisor regarding such consequences. The federal income tax consequences from the Company's operations depend on whether the Company is deemed to be engaged in a United States trade or business. The Code does not define what constitutes a United States trade or business; rather, this determination is based upon the facts and circumstances of the Company's activities and such determination must be made annually. It is anticipated that the Company will be considered to be engaged in a United States trade or business.

Tax Consequences to Foreign Investors if the Company is Engaged in a United States Trade or Business

If, as expected, the Company is deemed to be engaged in a United States trade or business, a foreign investor will be considered to be engaged in that same United States trade or business. The foreign investor will be required to file a United States federal income tax return and will be subject to tax at graduated rates on its distributive share of the Company's effectively connected net income (that is, income reduced by effectively connected expenses). The Company must pay a federal withholding tax on its "effectively connected" income that is allocable to a foreign investor. The withholding tax is imposed at the highest rate of tax applicable to U.S. corporations in the case of an investor that is a foreign corporation and at the highest rate of tax applicable to U.S. individuals in the case of an investor that is a nonresident alien individual. The withholding tax must be paid regardless of whether or not the Company makes any distributions. The Company must pay such withholding tax in installments each year. A foreign investor's share of any such withholding tax paid by the Company will be treated as distributed to that investor on the earlier of the day on which the tax is paid by the Company or the last day of the Company's tax year for which the tax is paid and will reduce the foreign investor's adjusted basis in such foreign investor's Units. Amounts paid by the Company will be treated as loans by the Company to the foreign investor and will be subject to an interest charge equal to the prime rate. The amount of the loan and interest charge will be offset against the foreign investor's share of distributions. The amount withheld attributable to a foreign investor is creditable against the foreign investor's United States income tax liability subject to certain limitations. Withholding is not required with respect to a particular investor if that investor provides a valid Form W-9, "Request for Taxpayer Identification Number and Certification."

For tax treaty purposes, a foreign investor may be deemed to have a "permanent establishment" in the United States for any year in which the Company is engaged in a United States trade or business.

If a foreign investor is subject to United States income tax on its share of the Company's effectively connected net income and is required to file United States income tax returns, such foreign investor's share of Company income is not also subject to a thirty percent (30)% withholding tax on certain United States source income, provided the foreign investor completes and files in duplicate with the Company Form W-8ECI (Certificate of Foreign Person's Claim for Exemption from Withholding on Income Effectively Connected with the Conduct of a Trade or Business in the United States). This form must be filed with the Company before the acceptance by the Manager of the subscription of such foreign investor and annually thereafter for each year in which the foreign investor is a Member of the Company. If a foreign investor has filed a Form W-8ECI to claim exemption from the thirty percent (30%) U.S. source withholding, that investor is deemed to have "effectively connected" income subject to withholding discussed above. A foreign investor may still be subject to the thirty percent (30%) withholding tax on any Company United States source income that is not effectively connected with a trade or business such as, but not limited to, dividends and interest, subject to reduction by applicable income tax treaty and Form W-8BEN or W-8BEN-E certification.

Withholding on Dispositions of United States Real Property Interests

Under the Foreign Investment in Real Property Tax Act ("FIRPTA"), nonresident alien individuals and foreign corporations are subject to withholding on dispositions of United States real property interests. For this purpose, United States real property owned by the Company will be treated as held proportionately by its investors. Therefore, a foreign investor may be subject to withholding if such investor sells or exchanges such investor's Units. If the Company disposes of its United States real property, the Company must generally withhold an amount equal to thirty-seven percent (37%) or twenty-one percent (21%) of the gain from such disposition that is allocable to a foreign non-corporate or corporate investor, respectively, plus any applicable state withholding. Any amounts withheld may be applied as a credit against the foreign investor's federal income tax liability. Foreign investors also may be subject to federal and state estate, inheritance or gift taxes, state and local income taxes and AMT.

FATCA

The Foreign Account Tax Compliance Act ("FATCA"), which is included in Sections 1471–1474 of the Code, imposes a withholding tax of 30% on certain U.S.-source payments made to non-U.S. persons unless they comply with certain due diligence and reporting requirements, which information will be required to be disclosed to the United States Treasury Department. FATCA withholding generally will apply to (i) U.S.-source dividends, interest, rents and other "fixed or determinable annual or periodical income" paid after June 30, 2014, and (ii) certain U.S.-source gross proceeds paid after December 31, 2019 (however, proposed regulations may eliminate the requirement to withhold on payments of gross proceeds from disposition). Prospective investors should consult their tax advisors regarding FATCA.

Miscellaneous Considerations

Foreign corporate investors should also be aware that if the Company is deemed to be engaged in a United States trade or business, the United States Branch Profit Tax may apply to income from the Company to the extent the Company has income effectively connected with a United States trade or business.

In determining whether to acquire Units, foreign investors should consult their own tax advisors concerning (i) whether they will be treated as being engaged in a United States trade or business or having a permanent establishment in the United States, (ii) whether gain from the sale of Units is effectively connected with their conduct of a United States trade or business or a permanent establishment in the United States, (iii) the income tax consequences relating to the ownership of Units in their own particular circumstances, and (iv) the tax consequences of owning Units under the internal tax laws of the foreign investor's home country.

Importance of Obtaining Professional Advice

The foregoing summary is not intended as a substitute for careful tax planning. Accordingly, prospective investors are strongly urged to consult their tax advisors with specific reference to their own situations regarding the possible tax consequences of an investment in the Units. The foregoing presents only a summary exposition of the provisions of complex sections of the federal and state income tax laws. Prospective investors are strongly encouraged to consult their own tax advisors for advice regarding their particular situations.

[Remainder of Page Left Intentionally Blank]

INVESTMENT BY QUALIFIED PLANS AND IRAS

INVESTMENT BY IRAS OR QUALIFIED PLANS INVOLVES COMPLEX TAX, REGULATORY, FIDUCIARY AND BUSINESS ISSUES. PLAN SPONSORS, ADMINISTRATORS, TRUSTEES, BENEFICIARIES AND PARTICIPANTS SHOULD, THEREFORE, REVIEW APPLICABLE PLAN DOCUMENTS AND CONSULT WITH EACH OTHER AND THEIR OWN TAX AND EMPLOYEE BENEFITS ADVISORS AS TO THE ADVISABILITY OF INVESTMENT IN THE COMPANY BY A PARTICULAR PLAN OR IRA.

In General

In considering an investment in the Company of the assets of an employee benefit plan (as defined in Section 3(3) of ERISA) or an IRA, a fiduciary or any other person responsible for investment of the plan or IRA investments, taking into account the facts and circumstances of such plan or IRA, should consider, among other things: (i) whether the investment is in accordance with the documents and instruments governing such plan or IRA, (ii) the definition of Plan Assets under ERISA, (iii) whether the investment satisfies the diversification requirements of Section 404(a)(1)(C) of ERISA (or other applicable law), (iv) whether, under Section 404(a)(1)(B) of ERISA (or other applicable law), the investment is prudent, considering the nature of an investment in and the compensation structure of the Company and the fact that there is not expected to be a market created in which the Units can be sold or otherwise disposed of, (v) that the Company has had no history of operations, (vi) whether the Company or any affiliate is a fiduciary or a party in interest to the plan or IRA, (vii) the need to annually value the Units and (viii) whether an investment in the Company will cause the plan or IRA to recognize UBTI. See "FEDERAL INCOME TAX CONSEQUENCES — Tax-Exempt Investors." The prudence of a particular investment must be determined by the responsible fiduciary or other person (usually the trustee, plan administrator or investment manager) with respect to each employee benefit plan or IRA, taking into account all of the facts and circumstances of the investment.

Potential employee benefit plan and IRA investors should also take into consideration the limited liquidity of an investment in the Company as it relates to applicable minimum distribution requirements of the Code. If the Units are held in the IRA or employee benefit plan at the time mandatory distributions are required to commence to the IRA beneficiary or plan participant, applicable law may require the in-kind distribution of Units. Such distribution must be included in the participant's or beneficiary's taxable income for the year of receipt of the Units (at the then current fair market value) without any cash distributions with which to pay the tax liability.

ERISA provides that Units may not be purchased by an employee benefit plan if the Company or an affiliate of the Company is a fiduciary or party in interest (as defined in Sections 3(21) and 3(14) of ERISA) to the plan unless such purchase is exempt from the prohibited transaction provisions of Section 406 of ERISA. Under ERISA, it is the duty of the fiduciary responsible for purchasing the Units not to engage in such transactions. Section 4975 of the Code has similar restrictions applicable to transactions between disqualified persons and an employee benefit plan or IRA, which could result in the imposition of excise taxes on the Company or loss of tax-exempt status of the IRA.

The Plan Asset Regulation

An investment in the Company by an employee benefit plan or IRA could also violate ERISA or the Code if, under the Plan Asset Regulation, the Company's assets are considered to be assets of the employee benefit plan or IRA. The Plan Asset Regulation defines what constitutes Plan Assets in a situation in which an employee benefit plan or IRA invests in a partnership or other similar entity. If assets of the Company are classified as Plan Assets, the significant penalties discussed below could be imposed under certain circumstances.

Under the Plan Asset Regulation, if an employee benefit plan or IRA 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, its assets include both the equity interest and an undivided interest in each of the underlying assets of the entity, unless it is established that the entity is an "operating company" or equity participation in the entity by benefit plan investors is not "significant."

The Units will not qualify as publicly offered securities nor will they be issued by an investment company registered under the Investment Company Act. Nonetheless, the Company believes it will qualify for treatment as an "operating company." If the Company does not qualify for treatment as an "operating company," the qualified plan or IRA may qualify for the exemption that applies when participation by benefit plan investors is not "significant," as described below.

An employee benefit plan or IRA investment in the Company will be treated as an investment in an equity interest in the Company, and not as an investment in an undivided interest in each of the underlying assets, if equity participation in the Company by benefit plan investors (i.e., employee benefit plans and IRAs) is not "significant." Under the Plan Asset Regulation, equity participation in the Company by benefit plan investors would be "significant" on any date if, immediately after the most recent acquisition of any equity interest in the Company, twenty-five percent (25%) or more of the total value of the Units (or any other class of equity interests in the Company) is held by benefit plan investors. In determining whether the twenty-five percent (25%) threshold is met, the ownership of any person with discretionary authority with respect to Company assets is disregarded. The Operating Agreement prohibits benefit plan investors from acquiring twenty-five percent (25%) or more of the total value of the Units. In this regard, the Manager expects to limit investment by benefit plan investors within the meaning of Section 3(42) of ERISA to below the applicable twenty-five percent (25%) threshold. If the Company does not qualify for treatment as an "operating company" and complies with this prohibition, the Company should qualify for the exemption under the Plan Asset Regulation offered to entities in which benefit plan participation is not "significant." However, if, for any reason, the twenty-five percent (25%) limitation is not met, and the Company does not qualify as an "operating company," then the issues described below will arise.

Employee benefit plans that are governmental plans (as defined in Section 3(32) of ERISA) are not subject to the requirements of ERISA or the Code discussed above but may be subject to substantively similar provisions of other applicable federal or state law or may be subject to other legal restrictions on their ability to invest in the Units. Accordingly, any such governmental plans and the fiduciaries of such plans should consult with their legal counsel concerning all the legal implications of investing in the Units.

Impact of the Company's Holding Plan Assets

If the Company is deemed to hold Plan Assets, additional issues relating to the Plan Assets and "prohibited transaction" concepts of ERISA and the Code arise. Anyone with discretionary authority with respect to Company assets could become a "fiduciary" of the employee benefit plans or IRAs within the meaning of ERISA. As a fiduciary, such person would be required to meet the terms of the employee benefit plan or IRA regarding asset investment and would be subject to prudent investment and diversification standards. Any such fiduciary could be a defendant in an ERISA lawsuit brought by the DOL, an employee benefit plan participant or another fiduciary to require that Company assets and the investment and stewardship thereof meet these and other ERISA standards.

In addition, if the Company is deemed to hold Plan Assets, investment in the Company might constitute an improper delegation of fiduciary responsibility to the Manager and expose the fiduciary of an employee benefit plan investor to co-fiduciary liability under ERISA for any breach by the Manager of its ERISA fiduciary duties.

Section 406 of ERISA and Section 4975(c) of the Code also prohibit employee benefit plans from engaging in certain transactions with specified parties involving Plan Assets. Code Section 4975(c) also prevents IRAs from engaging in such transactions. If the Company's assets are treated as Plan Assets and if it is determined that the acquisition of a Unit by an employee benefit plan (or another transaction of the Company) constitutes a prohibited transaction, then any party in interest (e.g., a fiduciary or sponsor of an employee benefit plan, the Manager, or an entity or individual related to the Manager) that has engaged in any such prohibited transaction could be required to: (i) restore to the employee benefit plan any profit realized on the transaction; (ii) make good to the employee benefit plan any losses suffered by the employee benefit plan as a result of such investment; (iii) pay an excise tax equal to fifteen percent (15%) of the amount involved (i.e., the amount invested in the Company) for each year during which the investment is in place; and (iv) eliminate the prohibited transaction by reversing the transaction and making good to the plans and/or the Company any losses resulting from the prohibited transaction. Moreover, if any fiduciary or other party in interest is ordered to correct the transaction by either the IRS or the DOL and such transaction is not corrected within a 90-day period, the party in interest involved could also be liable for an additional excise tax in an

amount equal to 100% of the amount involved (i.e., the amount invested in the Company). Also, the DOL could assert additional civil penalties against a fiduciary or any other person who knowingly participates in any such breach.

With respect to IRAs, the tax-exempt status of the IRA could be lost if the investment (or another transaction with the Company) constitutes a prohibited transaction under Section 408(e)(2) of the Code. If the IRA were to lose its tax-exempt status, the entire value of the IRA would be considered to be distributed and taxable to the IRA sponsor.

Annual Valuation and Annual Reporting Obligation

A fiduciary of an employee benefit plan subject to ERISA is required to determine annually the fair market value of each asset of the plan as of the end of the plan's fiscal year and to file an Annual Return/Report on Form 5500 reflecting that value. When no fair market value of a particular asset is available, the fiduciary is required to make a good faith determination of that asset's "fair market value" assuming an orderly liquidation at the time the determination is made. In addition, a trustee or custodian of an IRA must provide an IRA participant with a statement of the value of the IRA each year. In discharging its obligation to value assets of a plan, a fiduciary subject to ERISA must act consistently with the relevant provisions of the plan and the general fiduciary standards of ERISA.

To assist fiduciaries (and IRA trustees and custodians) in fulfilling their valuation and annual reporting responsibilities, the Company will provide reports of the Company's annual determination of the current value of Units in the Company to those fiduciaries (including IRA trustees and custodians) who identify themselves to the Company as such and request the reports. The Company valuation may be, but is not required to be, performed by independent appraisers. In the absence of an independent appraisal, the Company may elect to value such Units at cost and to report the net asset value at $5,000 each for any or all Units.

THERE CAN BE NO ASSURANCE (I) THAT THE VALUE ESTABLISHED BY THE COMPANY COULD OR WILL ACTUALLY BE REALIZED BY THE COMPANY OR AN INVESTOR UPON LIQUIDATION (IN PART BECAUSE APPRAISAL OR ESTIMATED VALUES DO NOT NECESSARILY INDICATE THE PRICE AT WHICH ASSETS COULD BE SOLD AND BECAUSE NO ATTEMPT WILL BE MADE TO ESTIMATE THE EXPENSES OF SELLING ANY ASSETS OF THE COMPANY), (II) THAT INVESTORS COULD REALIZE SUCH VALUE IF THEY WERE TO TRY TO SELL THEIR UNITS, OR (III) THAT SUCH VALUATION COMPLIES WITH THE REQUIREMENTS OF ERISA OR THE CODE.

In addition, employee benefit plans may be required to report certain compensation paid by the Company (or by third parties) to the Company service providers as "reportable indirect compensation" on Schedule C to the Form 5500 Annual Return ("Form 5500"). The DOL provides a simplified alternative reporting method where the benefit plan investor receives: (i) specified information in writing relating to any such compensation; (ii) notice from the person identified on Schedule C to the plan administrator that such information is intended to satisfy the alternative reporting method; and (iii) affirmative acknowledgment from the plan administrator that such information was received in writing.

TO THE EXTENT ANY COMPENSATION ARRANGEMENTS DESCRIBED HEREIN CONSTITUTE REPORTABLE INDIRECT COMPENSATION, ANY SUCH DESCRIPTIONS ARE INTENDED TO SATISFY THE DISCLOSURE REQUIREMENTS FOR THE ALTERNATIVE REPORTING METHOD FOR "ELIGIBLE INDIRECT COMPENSATION," AS DEFINED FOR PURPOSES OF FORM 5500.

[Remainder of Page Left Intentionally Blank]

RULE 506(d) DISCLOSURES

Berthel Fisher & Company Services, Inc.

Berthel Fisher & Company Services, Inc. ("Berthel Fisher"), a Selling Member that will be involved in the Offering, has informed us that it has been subject to certain of the disqualifying events under Rule 506(d) of Regulation D promulgated by the SEC under the Securities Act, as follows:

South Dakota. On June 4, 2013, Berthel Fisher entered into a consent order (the "SD Consent Order") with the South Dakota Division of Securities. The SD Consent Order is related to alleged violations of South Dakota statute 47-31B-412(d)(13) regarding the suitability of sales of certain alternative investments to residents of South Dakota. Pursuant to the SD Consent Order, Berthel Fisher agreed to provide rescission to twelve (12) investors in the aggregate amount of $69,000.

In addition to the above, several registered representatives who are agents of Berthel Fisher are restricted from the sale of securities pursuant to Regulation D of the Securities Act.

REPORTS

The Manager will keep proper and complete records and books of account for the Company. Each Member, or such Member's representative designated in writing, has the right, upon at least five (5) days' advance written notice, for purposes related to the interest of that Person as a Member of the Company, which purposes are set forth in the written request, to receive certain information from the Company.

The Manager will also have prepared and transmitted to the Members the following periodic reports:

(1) Selected, unaudited quarterly financial information and, upon request, an annual report containing a year-end balance sheet, income statement and a statement of changes in financial position, all of which, except the cash flow statement, will be prepared in accordance with generally accepted accounting principles.

(2) Within seventy-five (75) days after the end of each Company fiscal year, a copy of that portion of the Company's federal income tax return for such fiscal year or such other information as the Members may need to prepare their federal income tax returns.

LEGAL REPRESENTATION

Counsel to the Company and the Manager in connection with this Offering is the same, and it is anticipated that such multiple representation will continue in the future. Said counsel has also advised certain prior ventures formed by the Manager and its affiliates. As a result, conflicts may arise in the future and if those conflicts cannot be resolved or the consent of the respective parties obtained to the continuation of the multiple representation after full disclosure of any such conflict, said counsel will withdraw from representing one or more of the conflicting interests with respect to the specific matter involved. Each investor acknowledges and agrees that counsel representing the Company, the Manager and its affiliates does not represent and shall not be deemed under the applicable codes of professional responsibility to have represented or to be representing any or all of the investors in any respect. Each investor consents to the Manager hiring counsel for the Company which is also counsel to the Manager.

LITIGATION

There are no legal actions pending against the Company or the Manager nor, to the knowledge of management, is any litigation threatened against either of them, any of their management, or any affiliate, which may materially affect operations or projected goals.

ACCOUNTING MATTERS

Method of Accounting

The Company will maintain its books and records and report its income tax results according to a generally accepted method of accounting.

Fiscal Year

Unless changed by the Manager as permitted under the Code, the fiscal year of the Company will be the calendar year.

Distributions

Distributions made in the initial years of the Company may be a return of capital and not investment income. During its initial years, the Company may show a Net Loss from operations.

ADDITIONAL INFORMATION

The Manager will answer inquiries from prospective investors concerning the Company and other matters relating to the offer and sale of the Units, and the Manager will afford subscribers the opportunity to obtain any additional information to the extent the Manager possesses such information or can acquire such information without unreasonable effort or expense.

EXHIBIT A

LIMITED LIABILITY COMPANY AGREEMENT OF HPI REAL ESTATE FUND X LLC

[see attached]

LIMITED LIABILITY COMPANY AGREEMENT

OF

HPI REAL ESTATE FUND X LLC

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR BY THE SECURITIES REGULATORY AUTHORITY OF ANY STATE, NOR HAS ANY COMMISSION OR AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF THE SECURITIES OFFERED HEREBY OR THE ACCURACY OR ADEQUACY OF ANY DISCLOSURE MADE IN CONNECTION THEREWITH. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE SECURITIES OFFERED HEREBY MAY NOT BE RESOLD WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS OR EXEMPTION THEREFROM.

TABLE OF CONTENTS

LIMITED LIABILITY COMPANY AGREEMENT
OF
HPI REAL ESTATE FUND X LLC

This Limited Liability Company Agreement (this "Agreement") of HPI REAL ESTATE FUND X LLC, a Delaware limited liability company (the "Company"), effective as of February 8, 2022, is entered into by and between Hamilton Point Investments LLC, a Delaware limited liability company, as the Manager of the Company, and the undersigned Members of the Company pursuant to the Act on the following terms and conditions. Capitalized terms not otherwise defined herein shall have the meanings set forth in Exhibit A attached hereto.

1. Organization.

1.1 Formation. On February 8, 2022, a Certificate of Formation was filed in the office of the Secretary of State of the State of Delaware in accordance with and pursuant to the Act.

1.2 Name and Place of Business. The name of the Company shall be HPI REAL ESTATE FUND X LLC, and its principal place of business shall be 2 Huntley Road, Old Lyme, Connecticut 06371. The Manager may change such name and place of business or establish additional places of business of the Company as the Manager, in its sole and absolute discretion, may determine to be necessary or desirable, subject to Section 14.3 of this Agreement.

1.3 Business and Purpose of the Company. The primary purpose of the Company is to (i) acquire, own, lease, operate, manage and transfer the Investments, and to that end hold, improve, mortgage, maintain, refinance, manage and dispose of the Investments, which disposition may include a merger, conversion or roll-up of the Company, including without limitation into an entity electing to be taxed as a real estate investment trust, and (ii) engage in any other activities relating to or incidental thereto as are necessary to accomplish such purpose, in the sole and absolute discretion of the Manager.

1.4 Term. The term of the Company shall commence on the Effective Date and shall remain in full force and effect until it is dissolved and terminated in accordance with the provisions of this Agreement.

1.5 Required Filings. The Manager shall execute, acknowledge, file, record and/or publish such certificates and documents as may be required by this Agreement or by law in connection with the formation and operation of the Company.

1.6 Registered Office and Registered Agent. The Company's initial registered office and initial registered agent shall be as provided in the Certificate of Formation. The registered office and registered agent may be changed from time to time by the Manager, in its sole and absolute discretion, as provided by the Act.

1.7 Outside Activities. Except as otherwise specifically provided in this Agreement, there shall be no restrictions on the investment or other activities of the Manager or its Affiliates or the Members; provided, however, that the Manager shall at all times act in good faith and in a manner that the Manager reasonably believes to be in the best interests of the Company. The relationship hereby established among the Company, the Members and the Manager shall not entitle the Company, the Manager or any Member to participate in or to receive the benefits of any other activity, business or venture of any other Member, the Manager or any of their respective Affiliates.

2. Capitalization and Financing.

2.1 Manager's Capital Contribution. The Manager shall not be required to make a Capital Contribution to the Company to become the Manager.

2.2 Members' Capital Contributions.

2.2.1 Admission of a Member. To the extent required by law, the Manager shall amend this Agreement and take such other action as the Manager deems necessary or appropriate promptly after receipt of the Members' Capital Contributions to the Company to reflect the admission of those Persons to the Company as Members. Notwithstanding the foregoing, the Manager does not expect to accept a Capital Contribution from a Person or admit such Person as a Member of the Company if, following such admission, the total investment in the Company by

employee benefit plans (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended) or an individual retirement account (collectively, "Benefit Plan Investors") shall equal or exceed twenty-five percent (25%) of the value of the total number of Units outstanding.

2.2.2 Liabilities of Members and Manager. Except as specifically provided in this Agreement or as required by law, neither the Manager nor the Members shall be required to make any additional Capital Contributions to the Company and no Manager or Member shall be liable for the debts, liabilities, contracts or any other obligations of the Company, solely by reason of being a Member or the Manager of the Company, nor shall the Manager or the Members be required to lend any funds to the Company or to repay to the Company, any Member, or any creditor of the Company or any other Person any portion or all of any deficit balance in a Member's Capital Account. Notwithstanding the foregoing or any provision to the contrary contained in this Agreement, all agreements and instruments executed by the Manager or the Members assuming or guaranteeing obligations of the Company shall be valid and enforceable in accordance with their terms.

2.3 Loans from the Manager and Its Affiliates. The Manager and its Affiliates may, but will have no obligation to, make loans to the Company. Any such loan shall not bear interest and shall provide for the payment of principal in accordance with the terms of the promissory note evidencing such loan, but in no event later than the dissolution of the Company.

3. Allocations of Net Income and Net Loss.

3.1 Generally.

3.1.1 For each Fiscal Year, after adjusting each Member's Capital Account for all Capital Contributions and distributions during such Fiscal Year and all special allocations pursuant to Section 3.2 below with respect to such Fiscal Year, Net Income and Net Loss for a Fiscal Year shall be allocated to the Members in such manner so that the Capital Account balance of each Member shall, to the greatest extent possible, be equal to (1) the amount that would be distributed to such Member pursuant to Section 4.1 of this Agreement if (*x*) the Company were to sell all of the assets of the Company for their Gross Asset Values, (*y*) all Company liabilities were satisfied (limited with respect to each nonrecourse liability to the Gross Asset Values of the assets securing such liability) including payment of the Acquisition Fee and Property Management Fee, and (*z*) the Company were to distribute, pursuant to Section 4.1 of this Agreement, all remaining cash on hand and the remaining proceeds from the hypothetical sale of its assets described above in (*x*), minus (2) such Member's share of Company Minimum Gain or Member Minimum Gain, computed immediately prior to the hypothetical sale of assets.

3.1.2 In the event that the allocation of Net Losses pursuant to Section 3.1.1 above would result in a Member having an Adjusted Capital Account Deficit at the end of any Fiscal Year and at such time there are other Members who will not, as a result of such allocation, have an Adjusted Capital Account Deficit, then all Net Losses in excess of the amount which can be allocated until the foregoing circumstance occurs shall be allocated among the Members who do not have Adjusted Capital Account Deficits on a proportionate basis according to their Percentage Interests until each such Member would similarly be caused to have an Adjusted Capital Account Deficit. At such time as a further allocation of Net Losses cannot be made without causing some Member to have an Adjusted Capital Account Deficit, then all remaining Net Losses for such Fiscal Year shall be allocated to the Members pro rata in accordance with their Percentage Interests.

3.2 Special Allocations.

3.2.1 Qualified Income Offset. Except as provided in Section 3.2.3 of this Agreement, in the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Sections 1.704- 1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) or 1.704-1(b)(2)(ii)(d)(6), items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit created by such adjustment, allocation or distribution as quickly as possible.

3.2.2 Gross Income Allocation. Net Loss shall not be allocated to any Member to the extent such allocation would cause such Member to have an Adjusted Capital Account Deficit at the end of a Fiscal Year. In the event any Member has an Adjusted Capital Account Deficit at the end of any Fiscal Year, each such Member shall be

specially allocated items of Company gross income and gain in the amount of such Adjusted Capital Account Deficit as quickly as possible.

3.2.3 Minimum Gain Chargeback. Notwithstanding any other provision of this Section 3, if there is a net decrease in Company Minimum Gain during any Company Fiscal Year, each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2). This Section 3.2.3 is intended to comply with the partnership minimum gain chargeback requirement in the Treasury Regulations and shall be interpreted consistently therewith. This provision shall not apply to the extent the Member's share of net decrease in Company Minimum Gain is caused by a guaranty, refinancing or other change in a debt instrument causing it to become partially or wholly recourse debt or Member Nonrecourse Debt, and such Member bears the economic risk of loss (within the meaning of Treasury Regulations Section 1.752-2) for the newly guaranteed, refinanced or otherwise changed debt or to the extent the Member contributes cash to the capital of the Company that is used to repay the Nonrecourse Debt, and the Member's share of the net decrease in Company Minimum Gain results from the repayment.

3.2.4 Member Minimum Gain Chargeback. Notwithstanding any other provision of this Section 3, except Section 3.2.3 above, if there is a net decrease in Member Minimum Gain, any Member with a share of that Member Minimum Gain (as determined under Treasury Regulations Section 704-2(i)(5)) as of the beginning of the Fiscal Year shall be allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2). This Section is intended to comply with the partner minimum gain chargeback requirements in the Treasury Regulations and shall be interpreted consistently therewith and applied with the restrictions attributable thereto.

3.2.5 Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year or other period shall be allocated to the Members pro rata in accordance with their Percentage Interests, and each Member's share of excess Nonrecourse Debt shall be in the same proportion.

3.2.6 Member Nonrecourse Deductions. Member Nonrecourse Deductions for any Fiscal Year shall be allocated to the Member who bears the economic risk of loss as set forth in Treasury Regulations Section 1.752-2 with respect to the Member Nonrecourse Debt. If more than one Member bears the economic risk of loss for a Member Nonrecourse Debt, any Member Nonrecourse Deductions attributable to that Member Nonrecourse Debt shall be allocated among the Members according to the ratio in which they bear the economic risk of loss.

3.2.7 Code Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Treasury Regulations.

3.3 Curative Allocations. Notwithstanding any other provision of this Agreement, the Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of such allocations of other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not occurred.

3.4 Contributed Property. Notwithstanding any other provision of this Agreement, the Members shall cause depreciation and/or cost recovery deductions and gain or loss attributable to Property contributed by a Member or revalued by the Company to be allocated among the Members for income tax purposes in accordance with Section 704(c) of the Code and the Treasury Regulations promulgated thereunder. Any elections or other decisions relating to such allocations shall be made by the Managers in any manner that reasonably reflects the purpose and intention of this Agreement.

3.5 Commission Discounts. In the event any Member receives a commission discount on its purchase of Units, such Member shall be treated upon Liquidation of the Company as if such Member had not received a discount

and an appropriate income allocation shall be made to such Member so that all liquidating distributions (other than the Preferred Return) to the Members (other than the Manager) per Unit are equal.

3.6 Recapture Income. The portion of each Member's distributive share of Net Income that is characterized as ordinary income pursuant to Section 1245 or 1250 of the Code shall be proportionate to the amount of Net Income or Net Loss which included the corresponding depreciation deductions that were allocated to such Member as compared with the amount of depreciation deductions allocated to all Members.

3.7 Allocation Among Units. Except as otherwise provided in this Agreement, all distributions and allocations that, under this Agreement, are to be made in accordance with the Members' Percentage Interests, shall be made in the ratio of the number of Units held by each such Member on the date of such allocation (which allocation date shall be deemed to be the last day of each month) to the total outstanding Units as of such date, and, except as otherwise provided in this Agreement without regard to the number of days during such month that the Units were held by each Member. Members who acquire Units at different times during the Company tax year shall be allocated Net Income and Net Loss using the monthly convention set forth in Section 3.9 of this Agreement. For purposes of this Section 3, an Economic Interest Owner shall be treated as a Member.

3.8 Allocation of Company Items. Except as otherwise provided herein, whenever a proportionate part of Net Income or Net Loss is allocated to a Member, every item of income, gain, loss or deduction entering into the computation of such Net Income or Net Loss, and every item of credit or tax preference related to such allocation and applicable to the period during which such Net Income or Net Loss was realized shall be allocated to the Member in the same proportion.

3.9 Assignment. In the event of the assignment of a Unit, the Net Income and Net Loss shall, to the extent permitted under Regulations Section 1.706-4, be apportioned as between the Member and such Member's assignee based upon the number of months of their respective ownership during the year in which the assignment occurs, without regard to the results of the Company's operations during the period before or after such assignment. Distributions shall be made to the holder of record of the Units as of the date of the distribution. An assignee who receives Units during the first fifteen (15) days of a month will receive any allocations relative to such month. An assignee who acquires Units on or after the sixteenth (16th) day of a month will be treated as acquiring such Units on the first day of the following month.

3.10 Power of Manager to Vary Allocations. It is the intent of the Members that each Member's share of Net Income and Net Loss be determined and allocated in accordance with Section 704(b) and, to the extent applicable, Section 514(c)(9) of the Code, and the provisions of this Agreement shall be so interpreted. Therefore, if the Company is advised by the Company's legal counsel that the allocations provided in this Section 3 are unlikely to be respected for federal income tax purposes, the Manager is hereby granted the power to amend the allocation provisions of this Agreement to the minimum extent necessary to comply with Section 704(b) of the Code (and, if applicable, Section 514(c)(9) of the Code) and effect the plan of allocations and distributions provided for in this Agreement.

3.11 Consent of Members. The allocation methods of Net Income and Net Loss are hereby expressly approved by each Member as a condition of becoming a Member.

3.12 Withholding Obligations.

3.12.1 If the Company is required (as determined by the Manager) to make a payment ("Tax Payment") with respect to any Member to discharge any legal obligation of the Company or the Manager to make payments to any governmental authority with respect to any federal, foreign, state or local tax liability of such Member arising as a result of such Member's interest in the Company, then, notwithstanding any other provision of this Agreement to the contrary, the amount of any such Tax Payment shall be deemed to be a loan by the Company to such Member, which loan shall bear interest at the Prime Rate and be payable upon demand or by offset to any distribution which otherwise would be made to such Member.

3.12.2 If, and to the extent, the Company is required to make any Tax Payment with respect to any Member, or elects to make payment on any loan described in Section 3.12.1 of this Agreement by offset to a distribution to a Member, either (i) such Member's proportionate share of such distribution shall be reduced by the amount of such Tax Payment, or (ii) such Member shall pay to the Company prior to such distribution an amount of cash equal to such Tax Payment. In the event a portion of a distribution in kind is retained by the Company pursuant to clause (i) above,

such retained Property may, in the discretion of the Manager, either (A) be distributed to the other Members, or (B) be sold by the Company to generate the cash necessary to satisfy such Tax Payment. If the Property is sold, then for purposes of income tax allocations only under this Agreement, any gain or loss from such sale or exchange shall be allocated to the Member to whom the Tax Payment relates. If the Property is sold at a gain, and the Company is required to make any Tax Payment on such gain, the Member to whom the gain is allocated shall pay the Company prior to the due date of such Tax Payment an amount of cash equal to such Tax Payment.

3.12.3 The Manager shall be entitled to hold back any distribution to any Member to the extent the Manager believes in good faith that a Tax Payment will be required with respect to such Member in the future and the Manager believes that there will not be sufficient subsequent distributions to make such Tax Payment.

4. Distributions.

4.1 Cash From Operations. Except as otherwise provided in Section 11 of this Agreement, Cash From Operations shall be distributed as follows:

4.1.1 First, 100% to the Members, in proportion to the amounts necessary until each of the Members has been distributed a cumulative amount pursuant to this Section 4.1.1 equal to their accrued Preferred Return;

4.1.2 Second, 100% to the Manager until the Manager has been distributed a cumulative amount pursuant to this Section 4.1.2 equal to the accrued amount of the Asset Management Fee set forth in Section 5.1.2 of this Agreement;

4.1.3 Third, 100% to the Members in proportion to their Net Capital Contributions until the Members' Net Capital Contributions are reduced to zero; and

4.1.4 Thereafter, 75% to the Members, pro rata in accordance with their Percentage Interests, and 25% to the Manager.

4.2 Restrictions. The Company intends to make quarterly distributions of substantially all cash determined by the Manager to be distributable, subject to the following: (i) distributions may be restricted or suspended for periods when the Manager determines in its reasonable discretion that it is in the best interest of the Company to do so; (ii) in the event an Investment is sold, exchanged or refinanced within one (1) year after the Offering Termination Date, the Manager may, in its sole discretion, reinvest cash from the sale, exchange or refinance of an Investment in a new Investment; and (iii) Section 11 of this Agreement. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to any Member on account of such Member's interest in the Company if such distribution would violate Section 18-607 of the Act or any other applicable law.

4.3 Tax Distributions. Notwithstanding the provisions set forth in this Section 4, the Company may, at the option of the Manager, make distributions to the Members prior to making the distributions set forth in Section 4.1 of this Agreement, to the extent such distributions are needed to pay any income taxes associated with allocations of Net Income set forth in Section 3.1 of this Agreement. Any such distributions shall reduce subsequent distributions to be made to the Members.

5. Compensation to the Manager and Its Affiliates.

5.1 Manager's and Affiliates' Compensation. The Manager and its Affiliates shall receive compensation from the Company for services rendered or to be rendered only as specified in this Agreement.

5.1.1 The Manager shall be entitled to receive an acquisition fee in an amount equal to one percent (1%) of the gross purchase price of each Investment (the "Acquisition Fee").

5.1.2 The Manager shall be entitled to receive an asset management fee pursuant to Section 4.1.2 above in an amount equal to two percent (2%) per annum of the total Capital Contributions to the Company made by the Members through the applicable date of calculation (the "Asset Management Fee"). The Asset Management Fee shall be calculated and distributed in arrears on a quarterly basis commencing on the date of the initial closing of the Offering and shall be (i) prorated for any partial period, and (ii) subordinated to the payment of the Members' Preferred

Return pursuant to Section 4.1.1 of this Agreement each quarter; provided, however, any portion of the Asset Management Fee that is not then paid shall be accrued and be distributed by the Company to the Manager, to the extent of available cash, as of the close of the next quarter in which all accrued Preferred Returns have been distributed (or will be distributed concurrently) to the Members.

5.1.3 The Property Manager will receive a property management fee in an amount of up to four percent (4%) of the gross revenues of each Investment for which the Property Manager provides property management services (the "Property Management Fee").

5.1.4 The Manager shall have rights to distributions as set forth in Section 4.1 above (without duplication for the Asset Management Fee).

5.1.5 The Members intend that the Acquisition Fee and the Property Management Fee be treated as guaranteed payments under Code Section 707(c).

5.2 Company Expenses.

5.2.1 Operating Expenses. Subject to the limitations set forth in Section 5.2.2 of this Agreement, the Company shall pay directly, or reimburse the Manager as the case may be, for all the costs and expenses of the Company's operations, including, without limitation, the following costs and expenses: (i) all Organization and Offering Expenses advanced or otherwise paid by the Manager; (ii) all compensation due to the Manager or its Affiliates; (iii) all costs of personnel employed by the Manager or its Affiliates and directly involved in the business of the Company; (iv) all costs of borrowed money, taxes and assessments on the Investments and other taxes applicable to the Company; (v) legal, accounting, audit, brokerage and other fees; (vi) fees and expenses paid to independent contractors, mortgage bankers, real estate brokers and other agents; (vii) costs of acquiring Investments, including those expended in the acquisition and due diligence of the Investments, including, but not limited to, down payments, closing costs, travel, legal, environmental and other studies, surveys, escrow deposits and costs; (viii) costs of leasing, owning, constructing, improving, operating and disposing of Investments; (ix) expenses incurred in connection with the construction, alteration, maintenance, repair, remodeling and refurbishment of Investments; (x) all expenses incurred in connection with the maintenance of Company books and records, the preparation and dissemination of reports, tax returns or other information to the Members and the making of distributions to the Members; (xi) expenses incurred in preparing and filing reports or other information with appropriate regulatory agencies; (xii) expenses of insurance as required in connection with the business of the Company, other than any insurance insuring the Manager against losses for which it is not entitled to be indemnified under Section 6.4 of this Agreement; (xiii) to the fullest extent permitted by law, costs incurred in connection with any litigation in which the Company may become involved, or any examination, investigation or other proceedings conducted by any regulatory agency, including legal and accounting fees; (xiv) the actual cost of goods and materials used by or for the Company; (xv) the cost of services that could be performed directly for the Company by independent parties such as legal, accounting, secretarial or clerical, reporting, transfer agent, data processing and duplicating services, but which are in fact performed by the Manager or its Affiliates, but not in excess of the lesser of: (a) the actual cost to the Manager or its Affiliates of providing such services; or (b) the amounts which the Company would otherwise be required to pay to independent parties for comparable services in the same geographic locale; (xvi) expenses of Company administration, accounting, documentation and reporting; (xvii) expenses of revising, amending, modifying or terminating this Agreement, the Certificate of Formation or similar documents; (xviii) all other costs and expenses incurred in connection with the Company's business, including travel to and from the Investments; (xix) the portion of the Manager's payroll expenses allocable to work performed for the Company; and (xx) all other costs and expenses incurred in connection with the business of the Company exclusive of those set forth in Section 5.2.2 of this Agreement.

5.2.2 Manager Overhead. Except as otherwise set forth in this Section 5, the Manager and its Affiliates shall not be reimbursed for overhead expenses incurred in connection with the Company, including but not limited to rent, depreciation, phones, copiers, utilities and equipment. The Manager and its Affiliates shall also not be reimbursed for salaries or fringe benefits for Matthew A. Sharp or J. David Kelsey.

6. Authority and Responsibilities of the Manager.

6.1 Management. The business and affairs of the Company shall be managed solely by its Manager. Except as set forth below in Section 7.2, the Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and the Property of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. The Company shall have one (1) Manager which shall be Hamilton Point Investments LLC, a Delaware limited liability company. The Manager shall hold office until such Manager is removed or withdraws or resigns as set forth in this Agreement.

6.2 Responsibilities of the Manager. By their execution of this Agreement, the Members hereby agree that, notwithstanding any provision to the contrary contained in the Act, the responsibilities and fiduciary duties of the Manager shall be limited to the following:

6.2.1 The safekeeping and use of all the funds and assets of the Company;

6.2.2 The devotion of such of its time and efforts to the business of the Company as it shall in its discretion, exercised in good faith, determine to be necessary to conduct the business of the Company;

6.2.3 The filing and publishing of all certificates, statements or other instruments required by law for formation, qualification and operation of the Company and for the conduct of its business in all appropriate jurisdictions;

6.2.4 Causing the Company to be protected by public liability, property damage and other insurance determined by the Manager in its discretion to be appropriate to the business of the Company;

6.2.5 Using, at all times, its best efforts to meet applicable requirements for the Company to be taxed as a partnership and not as an association taxable as a corporation; and

6.2.6 Amending this Agreement to reflect the admission of Members not later than ninety (90) days after the date of admission or substitution.

6.3 Tax Matters Partner.

6.3.1 Designation and Authority of the Partnership Representative.

(a) Generally. The Manager is designated as the Company's "Tax Matters Manager" (as such term is used herein). The Company and the Members acknowledge and agree that J. David Kelsey and Matthew A. Sharp are authorized by the Tax Matters Manager to act on its behalf with respect to its authority as the Tax Matters Manager of the Company pursuant to this Agreement; provided that the Tax Matters Manager may revoke such authorization at any time and/or authorize other representatives to act on its behalf in its capacity as Tax Matters Manager. The Tax Matters Manager is authorized to represent the Company in connection with all examinations of the Company's affairs by tax authorities or any administrative or judicial tax proceedings with respect to the Company, and to expend Company funds for professional services and costs associated therewith, and the Company will reimburse the Tax Matters Manager for any such costs or other costs associated with carrying out its role as Tax Matters Manager that it incurs directly. The Tax Matters Manager will have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any tax authority with respect to the Company and whether the Company will make any elections with respect to any tax assessment or proceeding. The Tax Matters Manager shall keep the Members reasonably informed of any material tax proceedings and any material action to be taken by the Company or the Tax Matters Manager on behalf of the Company with respect to any tax proceeding for the Company.

(b) Opt-Out Election. Unless otherwise unanimously agreed to by the Members, the Company shall make an election under Code Section 6221(b) and Regulations Section 9301.6221(b)-1 (an "Opt-Out Election") on its federal income tax return for each taxable year of the Company for which the Company is an "eligible partnership" (as such term is used in such section of the Regulations) to elect out of the application of the partnership audit laws and procedures set forth in Subchapter C of Chapter 63 of Subtitle F of the Code, as modified by Section

1101 of the Bipartisan Budget Act of 2015, Pub. L. No. 114-74, and including any successor statutes thereto or Regulations promulgated or official guidance issued thereunder (the "Partnership Audit Procedures").

(c) Partnership Audit Procedures. For each taxable year of the Company for which no Opt-Out Election can be made, the Company shall designate, pursuant to Regulations Section 301.6223-1 (and any successor Regulations and other applicable guidance) on its United States federal income tax return for each such taxable year of the Company, the Tax Matters Manager as the "partnership representative" for the Company and J. David Kelsey (or such other individual selected by the Tax Matters Manager) as the "designated individual" for the Tax Matters Manager and the Company for purposes of the Partnership Audit Procedures and shall make such corresponding designations under any corresponding provisions of applicable foreign, state or local tax law. The Tax Matters Manager, in its capacity as the "partnership representative," shall (i) determine all matters with respect to any examination of the Company by any taxing authority (including, without limitation, the allocation of any resulting taxes, penalties and interest among the Members and whether to make an election under Section 6226 of the Code (and any similar provision under applicable foreign, state or local tax law) with respect to any audit or other examination of the Company) and, (ii) notwithstanding anything herein to the contrary, make such elections as it deems appropriate pursuant to the provisions of the Partnership Audit Procedures.

6.3.2 Obligations of Members.

(a) Generally. Each Member and former Member agrees to cooperate, and to cause its direct and indirect owners to cooperate with, the Tax Matters Manager and to do or refrain from doing any or all things reasonably requested by the Tax Matters Manager with respect to the conduct of any tax proceedings, in each case regardless whether then a Member or after ceasing to be a Member. Any deficiency for taxes imposed on any Member or former Member or its direct or indirect owners (including penalties, additions to tax or interest imposed with respect to such taxes) will be paid by such Member or former Member or its direct or indirect owners as applicable, and if required to be paid (and actually paid) by the Company, such Member or former Member shall indemnify the Company for such amounts within thirty (30) days of such payment by the Company, in each case regardless of whether then a Member or after ceasing to be a Member.

(b) Partnership Audit Procedures. At the request of the Tax Matters Manager, in connection with an adjustment of any item of income, gain, loss, deduction or credit of the Company or any subsidiary entity in which the Company has an interest, directly or indirectly, each Member and former Member shall, and shall cause its direct and indirect owners, as applicable, to, promptly file one or more amended tax returns in the manner contemplated by Section 6225(c) of the Code (and any Regulations or official guidance relating thereto, and, if applicable, any corresponding or similar provisions under state or local law) and pay any tax due with respect to such returns. If the Tax Matters Manager makes an election for the Company pursuant to Section 6226 of the Code with respect to an imputed underpayment, each Member and former Member shall, and shall cause its direct and indirect owners, as applicable, to, comply with the requirements under such section (and any Regulations or official guidance relating thereto). At the request of the Tax Matters Manager, each Member and former Member shall, and shall cause its direct and indirect owners, as applicable, to, provide the Tax Matters Manager and the Company with any information available to such Member or former Member (or its direct or indirect owners or representatives) and with such representations, certificates or forms relating to such Member or former Member (or its direct or indirect owners or representatives) and any other documentation, in each case, that the Tax Matters Manager determines, in its reasonable discretion, are necessary to modify an imputed underpayment under Section 6225(c) of the Code or the Regulations or other official guidance thereunder. In the event that any imputed underpayment is paid or payable by the Company under Section 6225(a)(1) of the Code, each Member and former Member shall indemnify the Company in an amount equal to such Member's or former Member's share (as determined by the Tax Matters Manager with the advice of the Company's tax counsel) of the imputed underpayment and any associated interest and penalties) paid or payable by the Company; provided, however, that the Tax Matters Manager may determine, in its discretion, to allocate the burden of such amount to such Member without requiring payment by such Member to the Company.

(c) Survival of Obligations. Each Member's obligation to comply with the requirements of this Section 6.3 shall survive the Member's transfer of all or any portion of such Member's interest in the Company, otherwise ceasing to be a Member of the Company and/or the termination, dissolution, liquidation and winding up of the Company, to the extent applicable.

(d) Exculpation and Indemnification of Tax Matters Managers, Partnership Representatives and Designated Individual. Any Tax Matters Manager or any Person acting as a "partnership

representative" or "designated individual" pursuant to this Section 6.3 shall, when acting in such capacity (a "Tax Matters Person"), be deemed to be a manager for purposes of the Act. The liability of any such Tax Matters Person shall be eliminated to the maximum extent the liability of a manager may be eliminated under the Act. In addition, any Tax Matters Person shall be entitled to indemnification under Section 6.4 of this Agreement.

6.4 Indemnification.

6.4.1 Unless prohibited by the Act (but, in the case of any amendment of the Act, only to the extent that such amendment permits the Company to provide broader indemnification rights than the Act permitted the Company to provide prior to such amendment), the Manager, its Affiliates, officers, managers, members, employees, agents and assigns and any officers of the Company, shall not be liable for, and shall be indemnified and held harmless from (to the extent of the Company's assets and to the maximum extent permitted by law), any expense, liability, loss or damage incurred by them in connection with the business of the Company, including, but not limited to, costs and reasonable attorneys' fees and any amounts expended in the settlement of any claims or expense, liability, loss or damage resulting from any act or omission performed or omitted in good faith and which do not constitute fraud, gross negligence or willful misconduct. Moreover, neither the Manager nor its Affiliates, officers, managers, members, employees, agents and assigns and any officers of the Company shall be liable to the Company or the Members because any taxing authorities disallow or adjust any deductions or credits in the Company income tax returns.

6.4.2 Notwithstanding Section 6.4.1 above, the Company shall not indemnify any Manager, its Affiliates, officers, managers, members, employees, agents and assigns nor any officers of the Company, for liability imposed or expenses incurred in connection with any claim arising out of a violation of the Securities Act of 1933, as amended, or any other federal or state securities law, with respect to the offer and sale of the Units; provided, however, indemnification will be allowed for settlements and related expenses in lawsuits alleging securities law violations and for expenses incurred in successfully defending such lawsuits, provided, that (i) the Manager is successful in defending the action; (ii) the indemnification is specifically approved by the court of law which shall have been advised as to the current position of the United States Securities and Exchange Commission (as to any claim involving allegations that the Securities Act of 1933, as amended, was violated) or the applicable state authority (as to any claim involving allegations that the applicable state's securities laws were violated); or (iii) in the opinion of counsel for the Company, the right to indemnification has been settled by controlling precedent.

6.4.3 To the fullest extent permitted by applicable law, the Company may advance to or on behalf of an indemnified Person, expenses (including legal fees) incurred by such indemnified Person in defending any claim, demand, action, suit or proceeding, from time to time, prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of a written undertaking by or on behalf of the indemnified Person to repay such amount if it shall be determined that the indemnified Person is not entitled to be indemnified as authorized in Section 6.4.1 hereof unless the fees are related to an action brought by the Company against such indemnified Person in which case the indemnified Person shall only be entitled to the reimbursement of expenses incurred if the indemnified Person is not found to have been liable to the Company.

6.5 No Personal Liability for Return of Capital. The Manager shall not be personally liable or responsible for the return or repayment of all or any portion of the Capital Contribution of any Member or any loan made by any Member to the Company solely by reason of being the Manager of the Company, it being expressly understood that any such return of capital or repayment of any loan shall be made solely from the assets (which shall not include any right of contribution from any Member) of the Company.

6.6 Authority as to Third Persons.

6.6.1 Notwithstanding any other provision contained in this Agreement, no third party dealing with the Company shall be required to investigate the authority of the Manager or secure the approval or confirmation by any Member of any act of the Manager in connection with the Company business. No purchaser of any property or interest owned by the Company shall be required to determine the right to sell or the authority of the Manager to sign and deliver any instrument of transfer on behalf of the Company, or to see to the application or distribution of revenues or proceeds paid or credited in connection therewith.

6.6.2 Subject to the provisions of Section 7.2 of this Agreement, the Manager shall have full authority to execute on behalf of the Company any and all agreements, contracts, conveyances, deeds, mortgages and other instruments, and the execution thereof by the Manager, executing on behalf of the Company, shall be the only

execution necessary to bind the Company thereto. Any officer appointed by resolution of the Manager pursuant to Section 6.7 of this Agreement shall have full authority to execute on behalf of the Company any agreements, contracts, conveyances, deeds, mortgages and other instruments, to the extent such authority is delegated by the Manager to such officer, and the execution thereof by such officer, executing on behalf of the Company shall be the only execution necessary to bind the Company thereto. No signature of any Member shall be required.

6.6.3 The Manager shall have the right by separate instrument or document to authorize one or more individuals or entities to execute leases and lease-related documents on behalf of the Company and any leases and lease-related documents executed by such agent shall be binding upon the Company as if executed by the Manager.

6.7 Officers of the Company.

6.7.1 The Manager, in its sole discretion, may by resolution appoint officers of the Company at any time. The officers of the Company appointed by the Manager, may include a president, vice president, secretary and treasurer. The officers shall serve at the pleasure of the Manager. Any individual may hold any number of offices. The officers shall exercise such powers and perform such duties as determined and authorized by the Manager.

6.7.2 Any officer may be removed, either with or without cause, by the Manager at any time. Any officer may resign at any time by giving written notice to the Manager. Any resignation shall take effect as of the date of the receipt of such notice or at any later time specified in such notice; and, unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party.

7. Rights, Authority and Voting of the Members.

7.1 Members Are Not Agents. Pursuant to Section 6 of this Agreement, the management of the Company is vested in the Manager. No Member, acting solely in the capacity of a Member, is an agent of the Company nor can any Member in such capacity bind or execute any instrument on behalf of the Company.

7.2 Voting by the Members. Members shall be entitled to cast one (1) vote for each Unit they own. Except as otherwise specifically provided in this Agreement or any mandatory provision of the Act, Members who own Units (but not Economic Interest Owners) shall have the right to vote only upon the following matters:

7.2.1 The resignation or withdrawal of the Manager pursuant to Section 8.1 of this Agreement;

7.2.2 The removal of the Manager as provided in Section 8.2 of this Agreement, which shall not require the consent of the Manager;

7.2.3 Admission of a Manager or the election to continue the business of the Company after the Manager ceases to be the Manager when there is no remaining Manager;

7.2.4 Subject to certain amendment rights reserved to the Manager in this Agreement, amendment of this Agreement as described in Section 14.2 of this Agreement;

7.2.5 Any merger or combination of the Company or roll-up of the Company;

7.2.6 The designation of Members or a Person to liquidate the assets of the Company as set forth in Section 11.4 of this Agreement; and

7.2.7 Election to continue the business of the Company as set forth in Section 11.1 of this Agreement.

7.3 Member Vote; Consent of Manager. Except as expressly provided otherwise in this Agreement, matters upon which the Members may vote shall require a Majority Vote and the consent of the Manager to pass and become effective.

7.4 Meetings of the Members. The Manager may at any time call for a meeting of the Members, or for a vote without a meeting, on matters on which the Members are entitled to vote and shall call for such a meeting following receipt of a written request therefor of Members holding more than twenty percent (20%) of the Units entitled to vote as of the record date. Within twenty (20) days after receipt of such request, the Manager shall notify all Members of record of the record date of the Company meeting.

7.4.1 Notice. Written notice of each meeting shall be given to each Member entitled to vote, either personally or by mail or other means of written communication, charges prepaid, addressed to such Member at such Member's address appearing on the books of the Company or given by such Member to the Company for the purpose of notice or, if no such address appears or is given, at the principal executive office of the Company, or by publication of notice at least once in a newspaper of general circulation in the city or county in which such office is located. All such notices shall be sent not less than ten (10), nor more than sixty (60), days before such meeting. The notice shall specify the place, date and hour of the meeting and the general nature of business to be transacted, and no other business shall be transacted at the meeting.

7.4.2 Adjourned Meeting and Notice Thereof. When a meeting of the Members is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than forty-five (45) days or if, after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting.

7.4.3 Quorum. The presence in person or by proxy of the Persons entitled to vote a majority of the Units shall constitute a quorum for the transaction of business. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough Members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a Majority Vote or such greater vote as may be required by this Agreement or by law. In the absence of a quorum, any meeting of Members may be adjourned from time to time by the vote of a majority of the Units represented either in person or by proxy, but no other business may be transacted, except as provided above.

7.4.4 Consent of Absentees. The transactions of any meeting of Members, however called and noticed and wherever held, are as valid as though they occurred at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the Persons entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of the meeting or an approval of the minutes thereof. All waivers, consents and approvals shall be filed with the Company records or made a part of the minutes of the meeting.

7.4.5 Action Without a Meeting. Except as otherwise provided in this Agreement, any action which may be taken at any meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by Members having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all entitled to vote thereon were present and voted. In the event the Members are requested to consent on a matter without a meeting, each Member shall be given not less than ten (10), nor more than sixty (60), days' advance written notice. In the event the Manager, or the Members representing more than twenty percent (20%) of the Units, request a meeting for the purpose of discussing or voting on the matter, the notice of a meeting shall be given in the same manner as required by Section 7.4.1 of this Agreement and no action shall be taken until the meeting is held. Unless delayed as a result of the preceding sentence, any action taken without a meeting will be effective five (5) days after the required minimum number of voters have signed the consent; provided, however, the action will be effective immediately if the Manager, and Members representing at least eighty percent (80%) of the Units, have signed the consent.

7.4.6 Record Dates. For purposes of determining the Members entitled to notice of any meeting or to vote or entitled to receive any distributions or to exercise any rights in respect of any other lawful matter, the Manager (or Members representing more than twenty percent (20%) of the Units if the meeting is being called at their request) may fix in advance a record date, which is not more than sixty (60) nor less than ten (10) days prior to the date of the meeting nor more than sixty (60) days prior to any other action. If no record date is fixed:

(a) The record date for determining Members entitled to notice of or to vote at a meeting of Members shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held;

(b) The record date for determining Members entitled to give consent to Company action in writing without a meeting shall be the day on which the first written consent is given;

(c) The record date for determining Members for any other purpose shall be at the close of business on the day on which the Manager adopts it, or the 60th day prior to the date of the other action, whichever is later; and

(d) A determination of Members of record entitled to notice of or to vote at a meeting of Members shall apply to any adjournment of the meeting unless the Manager or the Members who requested the meeting fix a new record date for the adjourned meeting, but the Manager, or such Members, shall fix a new record date if the meeting is adjourned for more than forty-five (45) days from the date set for the original meeting.

7.4.7 Proxies. Each Person entitled to vote or execute consents shall have the right to do so either in person or by one or more agents authorized by a written proxy executed by such Person or such Person's duly authorized agent and filed with the Manager. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall continue in full force and effect until revoked as specified or unless it states that it is irrevocable. A proxy which states that it is irrevocable is irrevocable for the period specified therein.

7.4.8 Chairman of Meeting. The Manager may select any Person to preside as Chairman of any meeting of the Members, and if such Person shall be absent from the meeting, or fail or be unable to preside, the Manager may name any other Person in substitution therefor as Chairman. In the absence of an express selection by the Manager of a Chairman or substitute therefor, the President, Vice President, Secretary or Chief Financial Officer of the Manager shall preside as Chairman, in that order. The Chairman of the meeting shall designate a secretary for such meeting, who shall take and keep or cause to be taken and kept minutes of the proceedings thereof. The conduct of all meetings of the Members shall at all times be within the discretion of the Chairman of the meeting and shall be conducted under such rules as the Chairman may prescribe. The Chairman shall have the right and power to adjourn any meeting at any time, without a vote of the Units present in person or represented by proxy, if the Chairman shall determine such action to be in the best interests of the Company.

7.4.9 Inspectors of Election. In advance of any meeting of the Members, the Manager may appoint any Persons other than nominees for the Manager or other officer as the inspector of election to act at the meeting and any adjournment thereof. If an inspector of election is not so appointed, or if any such Person fails to appear or refuses to act, the Chairman of any such meeting may make such appointment at the meeting. The inspector of election shall determine the number of Units outstanding and the voting power of each, the Units represented at the meeting, the existence of a quorum, the authenticity, validity and effect of proxies, receive votes, ballots or consents, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes or consents, determine when the polls shall close, determine the result and do such acts as may be proper to conduct the election or vote with fairness to all Members.

7.4.10 Record Date and Closing Company Books. When a record date is fixed, only Members of record on that date are entitled to notice of and to vote at the meeting, or to receive a distribution, or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any Units on the books of the Company after the record date.

7.5 Rights of Members. No Member shall have the right or power to: (i) withdraw or reduce such Member's contribution to the capital of the Company, except as a result of the dissolution and termination of the Company or as otherwise provided in this Agreement or by law; (ii) bring an action for partition against the Company; or (iii) demand or receive property other than cash in return for such Member's Capital Contribution. Except as provided in this Agreement, no Member shall have priority over any other Member either as to the return of Capital Contributions or as to allocations of the Net Income, Net Loss or distributions of the Company. Other than upon the termination and dissolution of the Company as provided by this Agreement, there has been no time agreed upon when the Capital Contribution of each Member is to be returned.

8. Resignation, Withdrawal or Removal of the Manager.

8.1 Resignation or Withdrawal of the Manager. A Manager shall not resign or withdraw as the Manager without a Majority Vote of the Units approving such resignation or withdrawal.

8.2 Removal. The Members by Majority Vote shall have the right to remove the Manager at any time solely "for cause." For purposes of this Agreement, removal of the Manager "for cause" shall mean removal due to the (a) gross negligence or fraud of the Manager as determined by a final, non-appealable judgment of a court of competent jurisdiction, (b) willful misconduct or willful breach of this Agreement by the Manager as determined by a final, non-appealable judgment of a court of competent jurisdiction, or (c) dissolution of, or Event of Insolvency with respect to, the Manager. If the Manager or an Affiliate owns any Units, the Manager or the Affiliate, as the case may be, shall not participate in any vote to remove the Manager.

8.3 Purchase of Manager's Interest; Conversion to Economic Interest. Upon the removal of the Manager pursuant to Section 8.2 above, the removed Manager shall be paid by the Company all fees that have been earned and all other compensation earned and remaining to be paid under this Agreement. The Manager will not be entitled to any further fees upon removal as Manager pursuant to Section 8.2 above. The Manager's interest in the Company will become an Economic Interest and it will not have any voting or other rights with respect to the management or operation of the Company. The Company will redeem the Manager and its Affiliates from the Company as soon as practicable after removal, but in no event more than sixty (60) days from the date of removal.

8.4 Purchase Price of a Manager's Interest. The fair market value of a Manager's interest to be purchased by the Company pursuant to Section 8.3 above shall be determined by agreement between the Manager and the Company. For this purpose, the fair market value of the interest of the terminated Manager shall be computed as the present value of the future amount which could reasonably be expected to be realized by such Manager upon the sale of the Company's assets in the ordinary course of business at the time of removal. If the Manager and the Company cannot agree upon the fair market value of such interest within thirty (30) days from the date of the resignation, withdrawal or removal of the Manager, the fair market value thereof shall be determined by appraisal, with the Company and the Manager each choosing one appraiser and the two appraisers so chosen choosing a third appraiser. The decision of a majority of the appraisers as to the fair market value of such interest shall be final and binding and may be enforced by legal proceedings. The Manager and the Company shall each compensate the appraiser appointed by it and the compensation of the third appraiser shall be borne equally by such parties.

9. Assignment of Units.

9.1 General Prohibition. Subject to the provisions of this Section 9, no Member may assign, convey, sell, transfer, liquidate, encumber or alienate all or any portion of such Member's Units without the consent of the Manager in its sole and absolute discretion. The Manager does not expect to consent to any such assignment, conveyance, sale, transfer, liquidation, encumbrance or alienation of a Member's Units if, following such transaction, the total investment in the Company by Benefit Plan Investors shall equal or exceed twenty-five percent (25%) of the value of the total number of Units outstanding. Any attempted assignment, conveyance, sale, transfer, liquidation, encumbrance or any alienation of all or any portion of a Member's Units without the necessary consent, or as otherwise permitted hereunder, shall be null and void and shall have no effect whatsoever.

9.2 Conditions to be Satisfied. Upon the consent of the Manager, a transferee of Units shall become a Member only if the following conditions have been satisfied:

(a) the transferor, or the transferor's legal representative or authorized agent must have executed a written instrument of transfer of such Units in form and substance satisfactory to the Manager;

(b) the transferee must have executed a written agreement, in form and substance satisfactory to the Manager, to assume all the duties and obligations of the transferor under this Agreement with respect to the transferred Units and to be bound by and subject to all the terms and conditions of this Agreement;

(c) the transferor, or the transferor's legal representative or authorized agent, and the transferee must have executed a written agreement, in form and substance satisfactory to the Manager, to indemnify and hold the Company, the Manager and the other Members harmless from and against any loss or liability arising out of the assignment, conveyance, sale, transfer, liquidation, encumbrance or alienation of such Units;

(d) the transferee must have executed such other documents and instruments as the Manager may deem necessary to effect the admission of the transferee as a Member; and

(e) the transferee or the transferor must have paid the expenses incurred by the Company in connection with the admission of the transferee to the Company. A permitted transferee of an Economic Interest who does not become a Member shall be an Economic Interest Owner only and shall be entitled only to the transferor's Economic Interest to the extent assigned. Economic Interest Owners shall have no right to inspect the Company's books or records, to vote on Company matters, or to exercise any other right or privilege as Members, until they are admitted to the Company as Substituted Members. An Economic Interest Owner shall be entitled to receive distributions from the Company attributable to the Units acquired by reason of such assignment from and after the effective date of the assignment; provided, however, that notwithstanding anything herein to the contrary, the Company shall not be required to treat the assignor of such Units as the absolute owner thereof, and shall incur no liability for allocations of Net Income and Net Loss or distributions, or for the transmittal of reports or other information until the written instrument of assignment has been received by the Company and recorded on its books. The effective date of such assignment shall be the date on which all the requirements of this Section 9 have been complied with, subject to Section 3.9 of this Agreement.

9.3 Termination of Membership Interest. Upon the transfer of a Unit in violation of this Agreement, the Membership Interest of a Member shall be converted into an Economic Interest.

9.4 Repurchase of Units. After the Offering Termination Date, the Company shall have the right, in the sole and absolute discretion of the Manager, to repurchase Units upon written request of a Member.

9.4.1 A Member wishing to have such Member's Units repurchased must mail or deliver a written request to the Company (executed by the trustee or authorized agent in the case of a retirement plan) indicating such Member's desire to have such Units repurchased. Such requests will be considered by the Manager in the order in which they are received.

9.4.2 Upon receipt of a request for repurchase of Units, the Manager may, in its sole discretion, propose a purchase price for some or all of the Units for which repurchase is requested. In the event the Manager elects to propose a purchase price for the requested repurchase, it will notify the requesting Member in writing of the number of Units the Manager is proposing the Company repurchase and the proposed repurchase price within thirty (30) days of the Company's receipt of the Member's notice described in Section 9.4.1 above. Notwithstanding the foregoing, the Company will repurchase each of the first 100 Units requested by the Members to be repurchased, at a repurchase price equal to $0.91 per $1.00 of the then current Capital Account, or portion thereof, attributable to such Unit.

9.4.3 If the Manager delivers the notice described in Section 9.4.2 above to the requesting Member, then such requesting Member shall have fifteen (15) days from the date of such notice to deliver written notice accepting or rejecting the proposed repurchase terms from the Manager. If the Member fails to deliver such notice, then the Manager's proposed repurchase terms will be deemed rejected. If the Member accepts the proposed repurchase terms, then the Manager will forward to such Member the documents necessary to effect such repurchase transaction within three (3) business days of its receipt of the Member's notice of acceptance pursuant to this Section 9.4.3.

9.4.4 The effective date of the repurchase transaction shall be not less than seventy-five (75) nor more than one hundred five (105) calendar days following the receipt by the Company of the written request described in Section 9.4.1 above.

9.4.5 Fully executed documents to effect the repurchase transaction must be returned to the Company at least twenty (20) days prior to the effective date of the repurchase transaction.

9.4.6 Upon receipt of the required documentation, the Company will, on the effective date of the repurchase transaction and subject to approval by the Manager, repurchase the Units, provided that, if sufficient funds are not then available to the Company, in the Manager's sole discretion, to repurchase all of such Units, then only a portion of such Units will be repurchased, unless otherwise approved by the Manager as set forth herein. Units repurchased by the Company pursuant to this Section 9.4 shall be promptly cancelled.

9.4.7 In the event that insufficient funds are available, in the Manager's sole discretion, to repurchase all of such Units, the Member will be deemed to have priority for subsequent Company repurchases over Members who subsequently request repurchases of their Units.

9.4.8 Notwithstanding the above, (i) the Company shall not repurchase more than ten percent (10%) in the aggregate of the total Units of the Company per annum, other than private transfers described in Treasury Regulation Section 1.7704-1(e) and (ii) the transfer of Units may not result in the Company transferring more than two percent (2%) of the aggregate capital or profits in the Company during any taxable year, excluding transfers that comply with Treasury Regulation Sections 1.7704-1(e) or (g).

10. Books, Records, Accounting and Reports.

10.1 Records. The Company shall maintain at its principal office the Company's records and accounts of all operations and expenditures of the Company including the following:

10.1.1 A current list of the name and last known business, residence or mailing address of each Member, Economic Interest Owner and Manager, together with the Capital Contribution and the share in profits and losses of each Member and Economic Interest Owner;

10.1.2 A copy of the Certificate of Formation and all amendments thereto, together with any powers of attorney pursuant to this Agreement;

10.1.3 Copies of the Company's federal, state and local income tax or information returns and reports, if any, for the three (3) most recent Fiscal Years;

10.1.4 Copies of this Agreement and any amendments thereto, together with any powers of attorney pursuant to which any amendments were executed;

10.1.5 Copies of the financial statements of the Company, if any, for the three (3) most recent years; and

10.1.6 The Company's books and records as they relate to the internal affairs of the Company for at least the current and past three (3) Fiscal Years.

10.2 Delivery to Members and Inspection. Each Member, or its representative designated in writing, has the right, upon at least five (5) days' advance written notice, for purposes related to the interest of that Person as a Member, which purposes are set forth in the written request, to receive from the Company or to inspect at the Company's offices, solely the following information:

10.2.1 Copies of the financial statements of the Company, for the three (3) most recent years;

10.2.2 Promptly after becoming available, a copy of the Company's federal, state and local income tax returns for each year; and

10.2.3 A copy of this Agreement and the Certificate of Formation and all amendments thereto, together with executed copies of any written powers of attorney pursuant to which this Agreement and any certificate and all amendments thereto have been executed.

Pursuant to Section 18-305(g) of the Act, the Members' rights to receive information from the Company, and inspect the Company's books and records are restricted to solely the right to receive or inspect the information set forth in this Section 10.2.

10.3 Reports. The Manager will cause the Company, at the Company's expense, to prepare and deliver to the Members selected, unaudited quarterly financial information and, upon request, an audited annual report containing a year-end balance sheet, income statement and a statement of changes in financial position.

10.4 Tax Information. The Manager shall cause the Company, at the Company's expense, to prepare and timely file income tax returns for the Company with the appropriate authorities and shall cause all Company information necessary in the preparation of the Members' individual income tax returns to be distributed to the Members not later than seventy-five (75) days after the end of the Company's Fiscal Year.

10.5 Confidentiality. The Manager shall have the right to keep confidential from the Members, for such period of time as the Manager deems reasonable, any information which the Manager reasonably believes to be in the nature of trade secrets or other information the disclosure of which the Manager in good faith believes is not in the best interest of the Company or could damage the Company or its business or which the Company is required by law or by agreement with a third party to keep confidential.

11. Termination and Dissolution of the Company.

11.1 Termination of the Company. The Company shall be dissolved, shall terminate and its assets shall be disposed of, and its affairs wound up, upon the earliest to occur of the following:

11.1.1 The occurrence of a Dissolution Event unless the business of the Company is continued by the consent of the Members within ninety (90) days following the occurrence of the event;

11.1.2 A determination by the Manager to terminate the Company;

11.1.3 Upon the entry of a decree of judicial dissolution;

11.1.4 Approximately one (1) year following the sale of the last Investment, or the receipt of the final payment on any seller financing provided by the Company on the sale of the last Investment, if later, subject to the right of the Company to reinvest cash from the sale, exchange or refinance of an Investment in a new Investment within one (1) year after the Offering Termination Date; or

11.1.5 Six (6) years following the Offering Termination Date; provided, however, that (a) the Manager, in its sole and absolute discretion, may extend the term of the Company for up to two (2) additional one-year periods, and (b) the Company may be sooner dissolved and terminated as provided in this Agreement.

11.2 Restrictions on Dissolution and Termination. Notwithstanding any other provision of this Agreement, (i) an Event of Insolvency with respect to a Member shall not cause the dissolution of the Company and upon the occurrence of such an event the Company shall continue without dissolution, and (ii) the Company will not be dissolved or terminated until after payment in full of all loans and other obligations of the Company and its subsidiaries.

11.3 Termination. The Company shall terminate when (i) all the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for in this Agreement, and (ii) the Certificate of Formation shall have been canceled in the manner required by the Act. The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate of Formation as provided in the Act.

11.4 Liquidation of Assets. Upon a dissolution and termination of the Company, the Manager (or in case there is no Manager, the Members or Person designated by a Majority Vote) shall take full account of the Company assets and liabilities, shall liquidate the assets as promptly as is consistent with obtaining the fair market value thereof, and shall apply and distribute the proceeds therefrom in the following order:

11.4.1 To creditors in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof to the extent such creditors have not been paid in full in compliance with Sections 11.2 and 11.3 above), including accrued fees payable to the Manager or its Affiliates;

11.4.2 To fund any appropriate reserves; and

11.4.3 To the Members and the Manager in accordance with Section 4.1 of this Agreement.

11.5 Distributions Upon Dissolution. Each Member shall look solely to the assets of the Company for all distributions and such Member's Capital Contributions and shall have no recourse therefor (upon dissolution or otherwise) against any Manager or any Member. No Member shall be required to restore any deficit in the Member's Capital Accounts.

11.6 Liquidation of Member's Interest. If there is a Liquidation of a Member's Membership Interest in the Company, any liquidating distribution pursuant to such Liquidation shall be made only to the extent of the positive Capital Account balance, if any, of such Member for the taxable year during which such Liquidation occurs after proper adjustments for allocations and distributions for such taxable year up to the time of Liquidation. Such distributions shall be made by the end of the taxable year of the Company during which such Liquidation occurs, or if later, within ninety (90) days after such Liquidation.

12. Special and Limited Power of Attorney.

12.1 Power of Attorney. The Manager shall at all times during the term of the Company have a special and limited power of attorney as the attorney-in-fact for each Member, with power and authority to act in the name and on behalf of each such Member to execute, acknowledge and swear to in the execution, acknowledgment and filing of documents which are not inconsistent with the provisions of this Agreement and which may include, by way of illustration but not by limitation, the following:

12.1.1 This Agreement, as well as any amendments to the foregoing which, under the laws of the State of Delaware or the laws of any other state, are required to be filed or which the Manager shall deem it advisable to file;

12.1.2 Any other instrument or document that may be required to be filed by the Company under the laws of any state or by any governmental agency or which the Manager shall deem it advisable to file;

12.1.3 Any instrument or document that may be required to effect the continuation of the Company, the admission of Substituted Members, or the dissolution and termination of the Company (provided such continuation, admission or dissolution and termination are in accordance with the terms of this Agreement);

12.1.4 Any contract for the purchase or sale of real estate or a real estate-related investment, and any deed, deed of trust, mortgage or other instrument of conveyance or encumbrance, with respect to Property; and

12.1.5 Any and all other instruments as the Manager may deem necessary or desirable to effect the purposes of this Agreement and carry out fully its provisions, including, but not limited to, those in Section 15.10 of this Agreement.

12.2 Provision of Power of Attorney. The special and limited power of attorney of the Manager:

12.2.1 Is a special power of attorney coupled with an interest, is irrevocable, shall survive the death, incapacity, termination or dissolution of the granting Member, and is limited to those matters herein set forth;

12.2.2 May be exercised by the Manager by and through one or more of the officers of the Manager for each of the Members by the signature of the Manager acting as attorney-in-fact for all the Members, together with a list of all Members executing such instrument by their attorney-in-fact or by such other method as may be required or requested in connection with the recording or filing of any instrument or other document so executed; and

12.2.3 Shall survive an assignment by a Member of all or any portion of such Member's Units except that, where the assignee of the Units owned by the Member has been approved by the Manager for admission to the Company as a Substituted Member, the special power of attorney shall survive such assignment for the sole purpose of enabling the Manager to execute, acknowledge and file any instrument or document necessary to effect such substitution.

12.3 Notice to Members. The Manager shall promptly furnish to a Member a copy of any amendment to this Agreement executed by the Manager pursuant to a power of attorney from the Member.

13. Relationship of this Agreement to the Act. Many of the terms of this Agreement are intended to alter or extend provisions of the Act as they may apply to the Company or the Members. Any failure of this Agreement to mention or

specify the relationship of such terms to provisions of the Act that may affect the scope or application of such terms shall not be construed to mean that any of such terms is not intended to be a limited liability company agreement provision authorized or permitted by the Act or which in whole or in part alters, extends or supplants provisions of the Act as may be allowed thereby.

14. Amendment of Agreement.

14.1 Admission of Member. Amendments to this Agreement for the admission of any Member or Substituted Member shall not, if in accordance with the terms of this Agreement, require the consent of any Member.

14.2 Amendments with Consent of the Members. In addition to any amendments otherwise authorized herein, this Agreement may be amended by the Manager with a Majority Vote of the Units.

14.3 Amendments Without Consent of the Members. In addition to the Amendments authorized pursuant to Section 3.10 of this Agreement or otherwise authorized herein, the Manager may amend this Agreement, without the consent of any of the Members, to (i) change the name and/or principal place of business of the Company, or (ii) decrease the rights and powers of the Manager (so long as such decrease does not impair the ability of the Manager to manage the Company and conduct its business and affairs); provided, however, that no amendment shall be adopted pursuant to this Section 14.3 unless the adoption thereof (A) is for the benefit of or not adverse to the interests of the Members, (B) is not inconsistent with Section 7 of this Agreement, and (C) does not affect the limited liability of the Members or the status of the Company as a partnership for federal income tax purposes.

14.4 Execution and Recording of Amendments. Any amendment to this Agreement shall be executed by the Manager, and by the Manager as attorney-in-fact for the Members pursuant to the power of attorney contained in Section 12 of this Agreement. After the execution of such amendment, the Manager shall also prepare and record or file any certificate or other document which may be required to be recorded or filed with respect to such amendment, either under the Act or under the laws of any other jurisdiction in which the Company holds any Property or otherwise does business.

15. Miscellaneous.

15.1 Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all such parties are not signatory to the original or the same counterpart.

15.2 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the respective Members.

15.3 Severability. In the event any sentence or Section of this Agreement is declared by a court of competent jurisdiction to be void, such sentence or Section shall be deemed severed from the remainder of this Agreement and the balance of this Agreement shall remain in full force and effect.

15.4 Notices. All notices under this Agreement shall be in writing and shall be given to the Member entitled thereto, by personal service or by mail or other means of written communication, including e-mail, charges prepaid, addressed to the Member at the address of the Member appearing on the books of the Company or given by the Member to the Company for the purpose of notice or to the Company at its principal place of business. A Member may designate a different address for notice by providing notice to the Company in accordance with the provisions of this Section 15.4. Any notice shall be deemed given at the time when delivered personally or deposited in the mail or sent by other means of written communication, including e-mail.

15.5 Manager's Address. The name and address of the Manager is as follows:

Hamilton Point Investments LLC
2 Huntley Road
Old Lyme, CT 06371

15.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles.

15.7 Captions. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference. Such titles and captions in no way define, limit, extend or describe the scope of this Agreement nor the intent of any provisions hereof.

15.8 Gender. Whenever required by the context hereof, the singular shall include the plural, and vice versa, the masculine gender shall include the feminine and neuter genders, and vice versa.

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

15.10 Additional Documents. Each Member, upon the request of the Manager, shall perform any further acts and execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement, including, but not limited to, providing acknowledgment before a Notary Public of any signature made by a Member.

15.11 Descriptions. All descriptions referred to in this Agreement are expressly incorporated herein by reference as if set forth in full, whether or not attached hereto.

15.12 Binding Arbitration. Any controversy arising out of or related to this Agreement or the breach thereof or an investment in the Units shall be settled by arbitration in New London County, Connecticut, in accordance with the rules of The American Arbitration Association, and judgment entered upon the award rendered may be enforced by appropriate judicial action. The arbitration panel shall consist of one (1) member, which shall be the mediator if mediation has occurred or shall be a Person agreed to by each party to the dispute within thirty (30) days following notice by one party that such party desires that a matter be arbitrated. If there was no mediation and the parties are unable within such 30-day period to agree upon an arbitrator, then the panel shall be one (1) arbitrator selected by the New London County office of The American Arbitration Association, which arbitrator shall be experienced in the area of real estate and limited liability companies and who shall be knowledgeable with respect to the subject matter area of the dispute. The losing party shall bear any fees and expenses of the arbitrator, other tribunal fees and expenses, reasonable attorney's fees of both parties, any costs of producing witnesses and any other reasonable costs or expenses incurred by such party or the prevailing party or such costs shall be allocated by the arbitrator. The arbitration panel shall render a decision within thirty (30) days following the close of presentation by the parties of their cases and any rebuttal. The parties shall agree within thirty (30) days following selection of the arbitrator to any prehearing procedures or further procedures necessary for the arbitration to proceed, including interrogatories or other discovery; provided, in any event, each Member shall be entitled to discovery.

15.13 Venue. Subject to the provisions of Section 15.12 of this Agreement, any action relating to or arising out of this Agreement shall be brought only in a court of competent jurisdiction located in Hartford, Connecticut.

15.14 Partition. The Members agree that the assets of the Company are not and will not be suitable for partition. Accordingly, each of the Members hereby irrevocably waives (to the fullest extent permitted by law) any and all rights that such Member may have, or may obtain, to maintain any action for partition of any of the assets of the Company.

15.15 Integrated and Binding Agreement. This Agreement contains the entire understanding and agreement among the Members with respect to the subject matter hereof, and there are no other agreements, understandings, representations or warranties among the Members other than those set forth herein except the Subscription Agreements. This Agreement may be amended only as provided in this Agreement. Notwithstanding any other provision of this Agreement, the Members agree that this Agreement constitutes a legal, valid and binding agreement of the Members, and is enforceable against the Members by the Manager, in accordance with its terms. In addition, the Manager shall be an intended beneficiary of this Agreement.

15.16 Third-Party Beneficiaries. The parties to this Agreement shall be entitled to all of the privileges, benefits and rights contained herein; no other party shall be a third-party beneficiary or have any rights hereunder or be able to enforce any provision contained herein.

15.17 Legal Counsel. Each Member acknowledges and agrees that counsel representing the Company, the Manager and its Affiliates does not represent and shall not be deemed under the applicable codes of professional

responsibility to have represented or to be representing any or all the Members, other than the Manager (if applicable), in any respect. In addition, each Member consents to the Manager hiring counsel for the Company which is also counsel to the Manager.

15.18 Title to Company Property. All Property shall be owned by the Company as an entity, or any designated subsidiary or Affiliate of the Company, and, insofar as permitted by applicable law, no Member shall have any ownership interest in any Property in its individual name or right, and each Member's Units shall be personal property for all purposes.

15.19 Effective Date. Pursuant to Section 18-201(d) of the Act, this Agreement shall be effective as of the time of the filing of the Certificate of Formation with the Secretary of State of the State of Delaware.

[Remainder of Page Left Intentionally Blank; Signatures on Following Page]

The undersigned hereby agree, acknowledge and certify that the foregoing constitutes the sole and entire Limited Liability Company Agreement of the Company.

MANAGER:

HAMILTON POINT INVESTMENTS LLC,
a Delaware limited liability company

By: _____

Name: J. David Kelsey

Title: Managing Member

MEMBERS:

_____
J. David Kelsey

_____
Matthew A. Sharp

All other Members hereby execute this Agreement
by and through the Manager as their Attorney-in-Fact:

HAMILTON POINT INVESTMENTS LLC,
a Delaware limited liability company

By: _____

Name: Matthew A. Sharp

Title: Managing Member

EXHIBIT A

DEFINITIONS

"Act" shall mean the Delaware Limited Liability Company Act, as the same may be amended from time to time.

"Adjusted Capital Account Deficit" shall mean, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which the Member is obligated to restore and the Member's share of Member Minimum Gain and Company Minimum Gain; and

(ii) Debit to such Capital Account the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6).

"Affiliate" shall mean (i) any Person directly or indirectly controlling, controlled by or under common control with another Person; (ii) a Person owning or controlling ten percent (10%) or more of the outstanding voting securities of such other Person; (iii) any officer, director or partner of such other Person; and (iv) if such other Person is an officer, director or partner, any company for which such Person acts in any capacity.

"Built-In Gain (or Loss)" shall mean the amount, if any, by which the agreed value of contributed Property exceeds (or is lower than) the adjusted basis of Property contributed to the Company by a Member immediately after its contribution by the Member to the capital of the Company.

"Capital Account" with respect to any Member (or such Member's assignee) shall mean such Member's initial Capital Contribution adjusted as follows:

(i) A Member's Capital Account shall be increased by:

(a) such Member's share of Net Income;

(b) any item of income or gain specially allocated to a Member and not included in Net Income or Net Loss;

(c) any additional cash Capital Contribution made by such Member to the Company; and

(d) the fair market value of any additional Capital Contribution consisting of Property contributed by such Member to the capital of the Company reduced by any liabilities assumed by the Company in connection with such contribution or to which the Property is subject.

(ii) A Member's Capital Account shall be reduced by:

(a) such Member's share of Net Loss;

(b) any deduction specially allocated to a Member and not included in Net Income or Net Loss;

(c) any cash distribution made to such Member; and

(d) the fair market value, as agreed to by the Manager and the Members pursuant to a Majority Vote, of any Property (reduced by any liabilities assumed by the Member in connection with the distribution or to which the distributed Property is subject) distributed to such Member; provided that, upon Liquidation and winding up of the Company, unsold Property will be valued for distribution at its fair market value and the Capital Account of each Member before such distribution shall be adjusted to reflect the allocation of gain or loss that would have been realized had the Company then sold the Property for its fair

market value. Such fair market value shall not be less than the amount of any nonrecourse indebtedness that is secured by the Property.

Property other than money may not be contributed to the Company except as specifically provided in this Agreement. Property of the Company may not be revalued for purposes of calculating Capital Accounts unless the Manager determines that such adjustment complies with the requirements of Treasury Regulations Section 1.704-1(b)(2)(iv)(f) and (g) and the definition of Gross Asset Value herein.

The Capital Account of a Substituted Member shall include the Capital Account of such Substituted Member's transferor. Notwithstanding anything to the contrary in this Agreement, the Capital Accounts shall be maintained in accordance with Treasury Regulations Section 1.704-1(b). For purposes of this Agreement, any references to the Treasury Regulations shall include corresponding subsequent provisions.

"Capital Contribution" shall mean the gross amount invested in the Company by a Member. In the plural, "Capital Contributions" shall mean the aggregate amount invested by all the Members of the Company and shall equal, in total, the sum of the amount attributable to the purchase of Units. For purposes of any Member who purchases a Unit, the Capital Contribution shall be deemed $5,000 per Unit for purposes of determining the Preferred Return and for purposes of determining Net Capital Contributions notwithstanding the fact that such Member may have purchased Units at a discount.

"Cash From Operations" shall mean the net cash realized by the Company from all sources, including, but not limited to, the operations of the Company including the sale, financing, refinancing or other disposition of the Investments after payment of all cash expenditures of the Company, including, but not limited to, all operating expenses including all fees payable to the Manager or Affiliates (other than the Asset Management Fee), all payments of principal and interest on indebtedness, expenses for repairs and maintenance, capital improvements and replacements, and such reserves and retentions as the Manager reasonably determines to be necessary and desirable in connection with Company operations with its then existing assets and any anticipated acquisitions.

"Certificate of Formation" shall mean the Certificate of Formation of the Company as filed with the Secretary of State of the State of Delaware, as the same may be amended or restated from time to time.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequently enacted federal revenue laws.

"Company Minimum Gain" shall have the same meaning as "partnership minimum gain" as set forth in Treasury Regulations Sections 1.704-2(d).

"Dissolution Event" shall mean with respect to the Manager one or more of the following: the withdrawal, resignation, expulsion, Event of Insolvency or dissolution (unless reconstituted by the Manager) of the Manager unless the Members consent to continue the business of the Company pursuant to Section 7.2.7 of this Agreement.

"Economic Interest" shall mean an interest in the Net Income, Net Loss and distributions of the Company, but shall not include any right to vote or to participate in the management of the Company.

"Economic Interest Owner" shall mean the owner of an Economic Interest who is not a Member.

"Event of Insolvency" shall occur when an order for relief against the Manager or a Member is entered under Chapter 7 of the federal bankruptcy law, or (A) the Manager or a Member: (1) makes a general assignment for the benefit of creditors, (2) files a voluntary petition under the federal bankruptcy law, (3) files a petition or answer seeking for itself a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, (4) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature, or (5) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or a substantial part of its properties, or (B) the expiration of sixty (60) days after either (1) the commencement of any proceeding against it seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or (2) the appointment without the consent or acquiescence of a trustee, receiver or liquidator of it or of all or any substantial part of its properties, if the appointment has not been vacated or stayed (or if within sixty (60) days after the expiration of any such stay, the appointment is not vacated).

"Fiscal Year" means the calendar year.

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

(1) The initial Gross Asset Value of any asset contributed by a Member to the Company will be the gross fair market value of the asset;

(2) The Gross Asset Value of all Company assets will be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account) as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member for more than a *de minimis* contribution; (b) the distribution by the Company to a Member of more than a *de minimis* amount of Company Property as consideration for an interest in the Company; (c) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-l(b)(2)(ii)(*g*); (d) the grant of an interest in the Company (other than a *de minimis* interest) as consideration for the provision of services to or for the benefit of the Company by an existing or new Member acting in a "partner capacity," or in anticipation of becoming a "partner" (in each case within the meaning of Treasury Regulations Section 1.704-1(b)(2)(iv)*(d)*); and (e) upon any other event on which it is necessary or appropriate in order to comply with the Treasury Regulations under Code Section 704(b);

(3) The Gross Asset Value of any Company asset distributed to any Member will be adjusted to equal the gross fair market value of the asset (taking Code Section 7701(g) into account) on the date of distribution;

(4) The Gross Asset Value of Company assets will be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining the Capital Accounts pursuant to Treasury Regulations Section 1.704-l(b)(2)(iv)(*m*); and

(5) If the Gross Asset Value of an asset has been determined or adjusted pursuant to (2), (3) or (4) above, such Gross Asset Value will then be adjusted by the Depreciation taken into account with respect to the asset for purposes of computing Net Income and Net Loss.

"Interest" shall mean a Membership Interest or an Economic Interest.

"Investments" shall refer to (a) multifamily real properties and the improvements located thereon, including those acquired by foreclosure or pursuant to a deed-in-lieu of foreclosure, (b) any other multifamily real estate-related assets, and (c) student housing properties in college-dependent markets, in each case acquired by the Company either directly or through special purpose entities.

"Liquidation" means, in respect to the Company, the earlier of the date upon which the Company is terminated under Section 708(b)(1) of the Code or the date upon which the Company ceases to be a going concern (even though it may exist for purposes of winding up its affairs, paying its debts and distributing any remaining balance to its Members to the extent and in the manner permitted by this Agreement), and in respect to a Member where the Company is not in Liquidation means the date upon which the termination of the Member's entire Interest in the Company occurs by means of a distribution or the making of the last of a series of distributions (whether or not made in more than one year) to the Member by the Company.

"Majority Vote" shall mean the vote of more than fifty percent (50%) of the Units entitled to vote. Members shall be entitled to cast one (1) vote for each Unit they own, and a fractional vote for each fractional Unit they own.

"Manager" shall mean Hamilton Point Investments LLC, a Delaware limited liability company. The term "Manager" shall also refer to any successor or additional Manager who is admitted to the Company as the Manager.

"Member" shall mean any holder of a Unit who is admitted to the Company as a Member, but shall specifically exclude Economic Interest Owners.

"Member Minimum Gain" shall mean "partner nonrecourse debt minimum gain" as determined under Treasury Regulations Section 1.704-2(i)(2).

"Member Nonrecourse Debt" shall mean "partner nonrecourse debt" as set forth in Treasury Regulations Section 1.704-2(b)(4).

"Member Nonrecourse Deductions" shall have the same meaning as "partner nonrecourse deductions" and the amount thereof shall be as set forth in Treasury Regulations Section 1.704-2(i).

"Membership Interest" shall mean a Member's entire interest in the Company including such Member's Economic Interest and such voting and other rights and privileges that the Member may enjoy by being a Member.

"Memorandum" shall mean the Confidential Private Placement Memorandum pertaining to the Offering distributed to potential purchasers of Units, as may be amended or supplemented from time to time.

"Net Capital Contribution" shall mean the Members' original Capital Contributions plus any additional Capital Contributions and reduced by any distributions to the Members pursuant to Section 4.1.3 of this Agreement.

"Net Income" or "Net Loss" shall mean, respectively, for each taxable year of the Company the taxable income and taxable loss (exclusive of Built-In Gain or Loss) of the Company as determined for federal income tax purposes in accordance with Section 703(a) of the Code (including all items of income, gain, loss or deduction required to be separately stated pursuant to Section 703(a)(1) of the Code) (other than any specific item of income, gain (exclusive of Built-In Gain), loss (exclusive of Built-In Loss), deduction or credit subject to special allocation under this Agreement), with the following modifications:

(a) The amount determined above shall be increased by any income exempt from federal income tax;

(b) The amount determined above shall be reduced by any expenditures described in Section 705(a)(2)(B) of the Code or expenditures treated as such pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i);

(c) Depreciation, amortization and other cost recovery deductions shall be computed based on Gross Asset Value instead of on the amount determined in computing taxable income or loss. Any item of deduction, amortization or cost recovery specially allocated to a Member and not included in Net Income or Net Loss shall be determined for Capital Account purposes in a similar manner; and

(d) For purposes of this Agreement, adjustments to the Gross Asset Value of Property shall be taken into account as gain or loss from the disposition of such Property in computing Net Income and Net Loss.

"Nonrecourse Debt" shall have the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

"Nonrecourse Deductions" shall have the meaning, and the amount thereof shall be, as set forth in Treasury Regulations Section 1.704-2(c).

"Offering" shall mean the offering and sale of the Units in accordance with the provisions of the Memorandum and this Agreement.

"Offering Termination Date" shall mean the date the Offering of Units will terminate in accordance with the Memorandum.

"Organization and Offering Expenses" shall mean all expenses incurred in connection with the organization and formation of the Company, the preparation of the Offering materials, and the marketing and sale of the Units, including but not limited to legal, accounting and other costs or expenses incurred in connection therewith.

"Percentage Interest" shall mean the interest of a Member in the Company at any particular time, expressed as a percentage and calculated by dividing the total number of Units owned by the Member in the Company by the total number of Units of the Company as are issued and outstanding as of the date of calculation and then multiplying the quotient by 100.

"Person" shall mean any natural person or entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits.

"Preferred Return" shall mean an amount equal to a six percent (6.00%) cumulative but not compounded annual return on a Member's Net Capital Contribution accruing on a daily basis. For each Member, such Member's Preferred Return shall begin to accrue on the date that is one month following the date on which such Member is admitted as a Member of the Company.

"Prime Rate" shall mean the reference rate announced from time-to-time by the Wall Street Journal, and changes in the Prime Rate shall be deemed to occur on the date that changes in such rate are announced.

"Property" shall refer to any or all such real and tangible or intangible personal property or properties as may be acquired by the Company, including the Investments.

"Property Manager" shall mean Hamilton Point Property Management LLC, a Delaware limited liability company.

"Regulatory Allocations" shall mean the allocations set forth in Sections 3.2.1 through 3.2.6 of this Agreement.

"Subscription Agreement" means the agreement, in the form attached to the Memorandum, by which each person desiring to become a Member shall evidence (i) the number of Units which such Person wishes to acquire, (ii) such Person's agreement to become a party to, and be bound by the provisions of, this Agreement and (iii) certain representations regarding the Person's finances and investment intent.

"Substituted Member" shall mean any Person admitted as a substituted Member pursuant to this Agreement.

"Unit" shall represent a Membership Interest in the Company entitling the owner of the Unit, if admitted as a Member, to the respective voting and other rights afforded to a Member and affording to such owner a share in Net Income, Net Loss and distributions as provided for in this Agreement.

[Remainder of Page Left Intentionally Blank]

EXHIBIT B

INSTRUCTIONS TO INVESTORS AND SUBSCRIPTION AGREEMENT

[see attached]

PPM #:_____

Limited Liability Company Units
in
HPI Real Estate Fund X LLC

INSTRUCTIONS TO INVESTORS

Please read carefully the Confidential Private Placement Memorandum dated June 1, 2022, as may be supplemented or amended (the "Memorandum"), for the sale of up to $150,000,000 in units of membership interest ("Units") in HPI Real Estate Fund X LLC, a Delaware limited liability company ("Company"), which may be increased to up to $200,000,000 in Units in the sole discretion of the Company, before deciding to subscribe. Capitalized terms not defined herein have the meanings set forth in the Memorandum.

Each prospective investor in Units should examine the suitability of this type of investment in the context of his/her/its own needs, investment objectives and financial capabilities and should make his/her/its own independent investigation and decision as to suitability and as to the risk and potential gain involved. Also, each prospective investor in Units is encouraged to consult with his/her/its attorney, accountant, financial consultant or other business or tax advisor regarding the risks and merits of the proposed investment.

This offering of Units (the "Offering") is limited to investors who certify that they meet all of the qualifications set forth in the Memorandum for the purchase of Units. If you meet these qualifications, have read the entire Memorandum and desire to purchase Units, then please complete, execute and deliver the attached Subscription Agreement along with your check or wire in the amount of the Subscription Price.

Send the executed Subscription Agreement to:

HPI Real Estate Fund X LLC
c/o Orchard Securities, LLC
365 Garden Grove Lane, Suite 100
Pleasant Grove, Utah 84062
801-316-4301 (Phone)
801-316-4302 (Fax)
Attention: Janean Baxter

Investor Funds can be wired to the following:

Wire Instructions:

Receiving Financial Institution:	Keybank, N.A.
Financial Institution Address:	4910 Tiedeman Road, Brooklyn, Ohio 44144
Financial Institution Telephone:	216-689-5992
Routing Number:	041001039
Account Number:	359681656641
Beneficiary:	HPI Real Estate Fund X LLC
Beneficiary Address:	2 Huntley Road, Old Lyme, Connecticut 06371

Or send by check to Orchard Securities, LLC with the Subscription Agreement, with check payable to:

"HPI Real Estate Fund X LLC"

MINIMUM INVESTMENT: $50,000

Upon receipt of the signed Subscription Agreement, purchase price for the Units and acceptance of your subscription by the Company (in the Manager's sole discretion), the Company will notify you of receipt and acceptance of your subscription.

SUBSCRIPTION AGREEMENT
HPI Real Estate Fund X LLC

This is the offer and agreement ("Subscription Agreement") of the undersigned to purchase units of membership interest ("Units") to be issued by HPI Real Estate Fund X LLC, a Delaware limited liability company (the "Company"), for the total Subscription Price set forth below, subject to the terms, conditions, acknowledgments, representations and warranties stated herein and in the Confidential Private Placement Memorandum dated June 1, 2022, as may be supplemented or amended, relating to the offer of up to $150,000,000 of Units in the Company, which may be increased to up to $200,000,000 of Units in the sole discretion of the Company (the "Memorandum"). I am including with this Subscription Agreement a check payable to the order of "HPI Real Estate Fund X LLC" in the amount of the Subscription Price set forth below for the Units I am purchasing or, alternatively, I am wiring funds representing the Subscription Price in accordance with the wiring instructions provided herewith. All terms utilized herein shall have the same meanings as set forth in the Memorandum.

I hereby agree to purchase Units at $5,000 per Unit. To induce the Company to accept this Subscription Agreement, and as further consideration for such acceptance, I hereby make the following acknowledgments, covenants, agreements, representations and warranties with the full knowledge that the Company will expressly rely thereon in making a decision to accept or reject this Subscription Agreement:

1. I am agreeing to purchase _____ Units for a total purchase price of $_____ in cash (the "Subscription Price"). **NOTE: Investments below the $50,000 minimum will not be accepted.** I received Memorandum No. _____.

2. Please print the exact name (registration) investor desires on account and provide the contact information where all correspondence should be sent:

   Name:_____

   Address:_____

   Investor Phone: Business (_____)_____ Home: (_____)_____

   Investor Fax: Business (_____)_____ Home: (_____)_____

   Investor E-mail:_____

   Primary State of Residence:_____

   Social Security or Federal Tax ID Number: _____

   Date of Birth: _____

3. Please indicate to whom distributions should be sent, if not to the investor and address set forth above. Please note that distributions designated to a party other than the Member will not affect the tax ramifications of the Member with respect to any distribution and any such distributions shall be deemed made to such Member. **If you would like distributions to be made pursuant to direct deposit, please complete and return the Direct Deposit Authorization form enclosed with this Subscription Agreement.**

   Name:_____
   Address:_____

4. ***If you are a natural person, please complete this Item 4. If not, please skip to Item 5.*** I hereby represent and warrant that (check as appropriate):

   (a) _____ I have an individual net worth, or joint net worth with my spouse (or spousal equivalent (as defined below)), of more than $1,000,000 (for purposes of determining my net worth I have excluded the value of my primary residence) (for purposes of calculating joint net worth, assets need not be held jointly to be included in the calculation; or
   (b) _____ I have individual income in excess of $200,000, or joint income with my spouse (or spousal equivalent), in excess of $300,000, in each of the two most recent years, and I reasonably expect individual or joint income in excess of that amount in the current year; or
   (c) _____ I am a natural person holding in good standing one or more professional certifications, designations or credentials designated by the SEC as qualifying an individual for accredited investor status. Effective as of December 8, 2020, the SEC announced that the following professional licenses meet the attributes to qualify natural persons holding such licenses in good standing as accredited investors: General Securities Representative license (Series 7), Investment Adviser Representative license (Series 65), and Private Securities Offerings Representative license (Series 82). The SEC may designate additional certifications, designations and other credentials from accredited educational institutions from time to time in future orders.

   For purposes of (a) and (b) above, "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.

5. ***If you are not a natural person, please complete this Item 5***. If other than a natural person, such investor represents and warrants that it is (check as appropriate):

   (a) _____ a bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; or
   (b) _____ a broker or dealer registered pursuant to Section 15 of the Exchange Act; or

(c) _____ an insurance company as defined in Section 2(a)(13) of the Securities Act; or

(d) _____ an investment company registered under the Investment Company Act, or a business development company as defined in Section 2(a)(48) of the Investment Company Act; or

(e) _____ a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; or

(f) _____ a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; or

(g) _____ an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company or registered investment advisor, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors; or

(h) _____ a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act; or

(i) _____ any partnership, limited liability company or corporation or any organization described in Section 501(c)(3) of the Code or similar business trust, not formed for the specific purpose of acquiring the Units, with total assets in excess of $5,000,000; or

(j) _____ an irrevocable trust with total assets in excess of $5,000,000 not formed for the specific purpose of acquiring the Units, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Securities Act; or

(k) _____ an entity in which all the equity owners qualify under any of the subparagraphs in Item 4 above or this Item 5. On a separate sheet, list each equity owner, indicate under which subparagraph under Item 4 or this Item 5 it is accredited and attach to this Subscription Agreement *with a reference to Item 5(k)*; or

(l) _____ a grantor trust, and each grantor of the trust (i) has the power to revoke the trust and regain title to the trust assets and (ii) is an accredited investor as described in one or more of the categories set forth above for individual investors. Please describe the circumstances under which the trust is revocable by the grantor; or

(m) _____ an entity, of a type not listed above, not formed for the specific purpose of acquiring Units, owning investments in excess of $5,000,000. For purposes of this subparagraph (m), "investments" is defined in Rule 2a51-1(b) under the Investment Company Act; or

(n) _____ a "family office," as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act: (1) with assets under management in excess of $5,000,000, (2) that is not formed for the specific purpose of acquiring Units, and (3) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or

(o) _____ a "family client," as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act, of a family office meeting the requirements in subparagraph (n) above and whose prospective investment in the Company is directed by such family office pursuant to subparagraph (n)(3) above; or

(p) _____ an investment adviser registered pursuant to Section 203 of the Investment Advisers Act or registered pursuant to the laws of a state; or

(q) _____ an investment adviser relying on the exemption from registering with the SEC under Section 203(l) or (m) of the Investment Advisers Act.

6. If other than a natural person, is such entity a benefit plan qualified under Code Section 401(a), a benefit plan subject to ERISA, an individual retirement account or arrangement under Code Section 408 or any other company sponsored employee benefit plan or program? _____ Yes. _____ No.

7. Neither I nor any subsidiary, affiliate, owner, shareholder, partner, member, indemnitor, guarantor or related person or entity:

(a) is a Sanctioned Person (as defined below);

(b) has more than 15% of its assets in Sanctioned Countries (as defined below); or

(c) derives more than 15% of its operating income from investments in, or transactions with Sanctioned Persons or Sanctioned Countries.

For purposes of the foregoing, a "Sanctioned Person" shall mean (a) a person named on the list of "specially designated nationals" or "blocked persons" maintained by the U.S. Office of Foreign Assets Control ("*OFAC*") at *http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*, or as otherwise published from time to time, or (b) (1) an agency of the government of a Sanctioned Country, (2) an organization controlled by a Sanctioned Country, or (3) a person resident in a Sanctioned Country, to the extent subject to a sanctions program administered by OFAC. A "Sanctioned Country" shall mean a country subject to a sanctions program identified on the list maintained by OFAC and available at *http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx*, or as otherwise published from time to time.

8. Under penalty of perjury, I certify (a) that the number shown on this form is my correct taxpayer identification number and (b) that I am not subject to backup withholding, either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends or the Internal Revenue Service has notified me that I am no longer subject to backup withholding. **(Please strike out the language certifying that you are not subject to backup withholding due to notified payee under-reporting if you have been notified that you are subject to backup withholding due to notified payee under-reporting, and you have not received a notice from the Internal Revenue Service advising you that backup withholding has terminated.)**

9. I further represent and warrant that such investment is not disproportionate to my income or available liquid funds and that I further have the capacity to protect my interests in connection with the purchase of the Units.

10. I (we) wish to own my (our) Units as follows (check one):

_____ (a) Separate or individual property. (In community property states, if the investor is married, his (her) spouse must submit written consent if community funds will be used to purchase the Units.)

_____ (b) Husband and Wife as community property. (Community property states only. Husband and Wife should both sign all required documents unless advised by their attorney that one signature is sufficient.)

_____ (c) Joint Tenants with right of survivorship. (Both parties must sign all required documents unless advised by their attorneys that one signature is sufficient.)

_____ (d) Tenants in Common. (Both parties must sign all required documents.)

_____ (e) Trust. **(Copy of trust instrument must be attached. It must include name of trust, name of trustee and date trust was formed.)**

_____ (f) Partnership or Limited Liability Company. **(Attach copy of articles or certificate, if any, and partnership agreement or operating agreement and include evidence of authority for person who executes required documents.)**

_____ (g) Husband and Wife with right of survivorship. (Husband and wife should sign all documents unless otherwise advised by their attorney.)

_____ (h) IRA.

_____ (i) Other. (indicate):_____

11. If the owner of Units is an entity (trust, LLC, Partnership, etc.) my relationship to the owning entity is _____ (trustee, owner, partner, etc.).

12. ***(SPECIAL INSTRUCTIONS: In all cases, the person/entity making the investment decision to purchase Units must complete and sign the Subscription Agreement. For example, if the form of ownership designated above is a retirement plan for which investments are directed or made by a third-party trustee, then that third-party trustee must complete this Subscription Agreement rather than the beneficiaries under the retirement plan. With some retirement plans, the beneficiaries may maintain investment control and discretion. In such a situation, the beneficiary with investment control must complete and execute the Subscription Agreement (this also applies to trusts, custodial accounts and similar arrangements). Investors must list their principal place of residence rather than their office or other address on the signature page so that the Company can confirm compliance with appropriate securities laws. If you wish correspondence sent to some address other than your principal residence, please provide a mailing address in the blank provided below. Additionally, in an attempt to expedite the delivery of material information, the Company asks (but does not require) that you list a secondary contact source that may be able to reach you if you are unavailable through any other reasonable means listed below.)***

13. I understand that in the event this Subscription Agreement is not accepted or, if accepted, the Offering is subsequently terminated or cancelled before closing then the funds transmitted herewith shall be returned to the undersigned, without interest, deduction or charge, and this Subscription Agreement shall be terminated and of no further effect. By executing this Subscription Agreement, each prospective investor of Units approves the foregoing, and acknowledges the risks described in the section of the Memorandum entitled "Risk Factors."

14. I acknowledge that I have received, read and fully understand the Memorandum. I acknowledge that I am basing my decision to invest in Units on the Memorandum and I have relied only on the information contained in said Memorandum and have not relied upon any representations made by any other person or any prior information. I recognize that an investment in Units involves a high degree of risk and I am fully cognizant of and understand all the risk factors related to the purchase of Units, including, but not limited to, those risks set forth in the section of the Memorandum entitled "Risk Factors."

15. My overall commitment to investments that are not readily marketable is not disproportionate to my individual net worth, and my investment in Units will not cause such overall commitment to become excessive. I have adequate means of providing for my financial requirements, both current and anticipated, and have no need for liquidity in this investment. I can bear and am willing to accept the economic risk of losing my entire investment in Units.

16. I acknowledge that the sale of Units has not been accompanied by the publication of any advertisement, any general solicitation or as the direct result of an investment seminar sponsored by the Company or any of its affiliates.

17. All information that I have provided to the Company herein concerning my suitability to invest in Units is complete, accurate and correct as of the date of my signature on the last page of this Subscription Agreement. I hereby agree to notify the Company immediately of any material change in any such information occurring prior to the acceptance of this Subscription Agreement, including any information about changes concerning my net worth and financial position.

18. I have had the opportunity to ask questions of, and receive answers from, the Manager concerning the Company, the Company's investment objectives and strategies and other matters related to the offering and sale of the Units, and to obtain any additional information deemed necessary to verify the accuracy of the information contained in the Memorandum. I have been provided with all materials and information requested by either me or others representing me, including any information requested to verify any information furnished to me.

19. I am purchasing Units for my own account and for investment purposes only and have no present intention, understanding or arrangement for the distribution, transfer, assignment, resale or subdivision of Units. I understand that, due to the restrictions referred to in Paragraph 20 below, and the lack of any market existing or to exist for Units, my investment in the Company will be highly illiquid and may have to be held indefinitely.

20. I understand that legends will be placed on any certificates evidencing Units with respect to restrictions on distribution, transfer, resale, assignment or subdivision of Units imposed by applicable federal and state securities laws. I am fully aware that Units subscribed for hereunder have not been registered with the Securities and Exchange Commission in reliance on an exemption under the Securities Act of 1933, as amended, which reliance is based in part upon my representations set forth herein. I understand that Units subscribed for herein have not been registered under applicable state securities laws and are being offered and sold pursuant to the exemptions specified in said laws, and unless they are registered, they may not be offered for resale or resold except in a transaction or as a security exempt under those laws. I further understand that the specific approval of such resales by the state securities administrator may be required in some states.

21. I hereby adopt the Company's Limited Liability Company Agreement, which is attached as Exhibit A to the Memorandum and which I have reviewed, as a Member of the Company and as if I had signed the original. I hereby constitute and appoint the Manager as my "attorney-in-fact," with full power of substitution and resubstitution, as my true and lawful attorney-in-fact, for me and in my name, place and stead, for my use and benefit, to execute the Company's Limited Liability Company Agreement for the purpose of evidencing that I am being bound by, and I am a signatory to, the Company's Limited Liability Company Agreement.

22. This Subscription Agreement shall be construed in accordance with and governed by the laws of the State of Delaware without regard to its choice of law provisions.

23. **I understand that: (i) Units offered hereby have not been registered under the Securities Act of 1933, as amended, or the securities laws of any state and are being offered and sold in reliance on exemptions from the registration requirements of said act and such laws; (ii) Units are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under said act and such laws pursuant to registration or exemption therefrom; (iii) Units have not been approved or disapproved by the Securities and Exchange Commission or other regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of this Offering or the accuracy or adequacy of the Memorandum; and (iv) any representation to the contrary is unlawful.**

24. I hereby covenant and agree that any dispute, controversy or other claim arising under, out of or relating to this Agreement or any of the transactions contemplated hereby, or any amendment thereof, or the breach or interpretation hereof or thereof, shall be determined and settled in binding arbitration in New London County, Connecticut, in accordance with applicable Delaware law, and with the rules and procedures of The American Arbitration Association. The prevailing party shall be entitled to an award of its reasonable costs and expenses, including, but not limited to, attorneys' fees, in addition to any other available remedies. Any award rendered therein shall be final and binding on each and all of the parties thereto and their personal representatives, and judgment may be entered thereon in any court of competent jurisdiction. **BY EXECUTING THIS AGREEMENT, I ACKNOWLEDGE THAT I AM AGREEING TO HAVE ALL DISPUTES DECIDED BY NEUTRAL ARBITRATION, I AM GIVING UP ANY RIGHTS I MIGHT POSSESS TO HAVE SUCH DISPUTES LITIGATED IN A COURT OR JURY TRIAL, AND I AM GIVING UP MY JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. FURTHER, IF I REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, I MAY BE COMPELLED TO ARBITRATE. BY EXECUTING THIS AGREEMENT, I HEREBY CONFIRM THAT MY AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.**

25. **I hereby agree to indemnify, defend and hold harmless the Company, the Manager, their affiliates and all their members, managers, officers, employees, affiliates and advisors, from any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs) that they may incur by reason of my failure to fulfill all of the terms and conditions of this Subscription Agreement or by reason of the untruth or inaccuracy of any of the representations, warranties or agreements contained herein or in any other documents I have furnished to any of the foregoing in connection with this transaction. This indemnification includes, but is not limited to, any damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs) incurred by the Company, the Manager, their affiliates and any of their members, managers, officers, employees, affiliates or advisors, defending against any alleged violation of federal or state securities laws which is based upon or related to any untruth or inaccuracy of any of the representations, warranties or agreements contained herein or in any other documents I have furnished in connection with this transaction.**

26. I hereby acknowledge and agree that: (a) I may not transfer or assign this Subscription Agreement, or any interest herein, and any purported transfer shall be void; (b) except as specifically described herein, I am not entitled to cancel, terminate or revoke this Subscription Agreement and that this Subscription Agreement will be binding on my heirs, successors and personal representatives; provided, however, that if the Company rejects this Subscription Agreement, this Subscription Agreement shall be automatically canceled, terminated and revoked; (c) this Subscription Agreement and the Memorandum constitute the entire agreement among the parties hereto with respect to the sale of Units and may be amended, modified or terminated only by a writing executed by all parties (except as provided herein with respect to rejection of this Subscription Agreement by the Company); (d) within two days after receipt of a written request from the Company, the undersigned agrees to provide such information and to execute and deliver such documents as may be necessary to comply with any and all laws and regulations to which the Company is subject; and (e) the representations and warranties of the undersigned set forth herein shall survive the sale of Units pursuant to this Subscription Agreement.

27. Notwithstanding anything to the contrary contained in this Subscription Agreement, the undersigned does, however, understand that the Company will provide the undersigned with copies of any amendments or modifications on or after the date hereof to any other agreements or documents described in the Memorandum or this Subscription Agreement. The undersigned further understands that if, prior to the closing of the purchase of Units by the undersigned, there is a material change in the matters described in the Memorandum, the Company will supplement the Memorandum to disclose such material changes.

28. I hereby covenant and agree that if requested by the Company, I will execute and deliver a Bad Actor Addendum containing certain additional representations, warranties and covenants as may be required by the Company of persons acquiring greater than certain threshold amounts of the Units, in the sole discretion of the Company, and if I am an entity, I will have each of my beneficial owners who by virtue of ownership of me would own twenty percent (20%) or more of the Units, as determined by the Company, execute and deliver a Bad Actor Addendum. I understand that if the Company requests I execute and deliver a Bad Actor Addendum that such execution and delivery shall be a condition to my subscription for Units.

29. THE UNDERSIGNED HAS THE AUTHORITY TO ENTER INTO THIS SUBSCRIPTION AGREEMENT ON ITS

OWN BEHALF OR ON BEHALF OF THE PERSON(S) OR ENTITY REGISTERED IN ITEM 2 ABOVE.

Executed this _____ day of _____, 20___.

X_____
Signature (Investor, or authorized signatory)

X_____
Signature (Investor, or authorized signatory)

CUSTODIAL FUNDS AUTHORIZATION

Trust, IRA, qualified plan, corporation, partnership or other entity investors: Please provide information regarding the entity and the individual(s) responsible for the entity's investment decision. Custodial information should be presented here for IRA and qualified plan investors. **Note: For Custodial accounts (IRA's, etc.) distributions must be sent to the custodian unless the custodian provides written instructions to send distributions elsewhere.**

_____	_____
Name of Entity	Tax ID Number of Entity
_____	_____
Address of Entity	City, State, Zip Code
_____	_____
Telephone Number	Account Number (custodial accounts)
_____	_____
Type of Entity (Trust, IRA, 401(k), Corp., etc.)	Date of Formation
_____	_____
Custodial Entity Authorized Person	Title of Authorized Person

CONSENT OF SPOUSE

(For purchasers in community property states, which are currently Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin)

I,_____(Print Name), spouse of _____(Print Name), have read and hereby approve the Subscription Agreement of HPI Real Estate Fund X LLC (the "Company"), for purchase of Units of the Company which my spouse has signed. I hereby appoint my spouse as my attorney-in-fact with respect to the exercise of any rights related to a purchase of such Units and agree to be bound by the provisions of the Subscription Agreement, the Confidential Private Placement Memorandum for Units of membership interests in the Company, dated June 1, 2022, and all exhibits and supplements thereto, and any other documents related to the purchase of such Units (collectively, the "Offering Documents") insofar as I may have any rights in said Offering Documents or any property or interest 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 the Subscription Agreement and/or the Offering Documents.

Dated: _____, 20_____

_____
Signature

BROKER-DEALER REPRESENTATIONS AND WARRANTIES

Investor suitability requirements have been established by the Company and are in the Memorandum. Before recommending the purchase of Units, we have reasonable grounds to believe, on the basis of information supplied by the Investor concerning his or her investment objectives, other investments, financial situation and needs, and other pertinent information that: (i) the Investor is an "accredited investor" as defined in Rule 501(a) of Regulation D of the Securities Act of 1933, as amended; (ii) the Investor meets the investor suitability requirements established by the Company; (iii) the acquisition of Units is a suitable investment for such Investor, as may be required by the Memorandum and all applicable laws, rules and regulations; (iv) the Investor is or will be in a financial position appropriate to enable such Investor to realize to a significant extent the benefits described in the Memorandum; (v) the Investor has a fair market net worth and income sufficient to sustain the risks inherent in the Investor's acquisition of the Units, including loss of investment and lack of liquidity; (vi) the Units are otherwise a suitable investment for the Investor; and (vii) we have established a pre-existing relationship with the Investor prior to the Company contemplating or initiating the offering of Units. We will maintain in our files documents disclosing the basis upon which the suitability of this Investor was determined as well as documents establishing a pre-existing relationship with the Investor.

We verify that the above subscription either does not involve a discretionary account or, if so, that the Investor's prior written approval was obtained relating to the liquidity and marketability of the Units during the term of the investment.

Purchaser Name _____

Broker-Dealer/RIA Firm Name _____

Registered Representative/IAR _____
(Please Print)

_____
Advisor BRANCH ADDRESS, City, State, Zip Code

Registered Representative CRD # _____

Branch Phone Number (_____) _____

E-mail address: _____

I certify that I am registered to sell securities in the state in which this investor(s) reside(s).
INITIAL _____ Financial Advisor

I certify that I am currently licensed with FINRA and all necessary state regulatory agencies to sell the security which is the subject of this document.
INITIAL _____ Reg. Rep. Only

I certify that I have not participated in any general solicitation or advertising of the offering of this security and I have a pre-existing relationship with this investor.
INITIAL _____ Financial Advisor

Each of the undersigned hereby certifies that the registered representative identified herein is the only person who will receive any compensation, directly or indirectly, for the solicitation of this/these investor's/s' subscription for Units and is not subject to any disqualifying event. The Broker-Dealer reaffirms the representations and warranties in Section 5.9 of the Managing Broker-Dealer Agreement and/or Section 1(r) of the Soliciting Broker-Dealer Agreement with respect to the offering of the Units to which the Broker-Dealer is a party.

_____ _____
Financial Advisor/RIA Signature (REQUIRED) **Signature of Broker Dealer/RIA Principal (REQUIRED)**

Check if applicable:

☐ **This is a NAV purchase and the registered representative will not be paid a commission.**

☐ **The registered representative agrees to reduce the commission to _____%.**

☐ **This is a RIA investment and the IAR listed above will not be paid a commission for this purchase.**

DIRECT DEPOSIT AUTHORIZATION

I authorize **HPI Real Estate Fund X LLC (the "Fund")** to issue payments to my bank account as outlined below upon the date a distribution is payable in accordance with the Fund's then current Limited Liability Company Agreement, or the following business day.

Please check one:

- ☐ **Checking account**
- ☐ **Savings account**
- ☐ **Brokerage account**

HPI Real Estate Fund X LLC is authorized to begin processing payments into my account, and to continue until either party notifies the other, in writing, of a termination or change. All changes require 15 days' advance notification.

Banking information:

Bank Name: _____ Phone #: _____

Bank ROUTING Number: _____

Bank ACCOUNT Number: _____

Account Holder Information:

Title on Account: _____

Client Physical Address: _____

City, State, Zip Code: _____

Mailing Address, if different: _____

Phone: _____

E-mail: _____

Signature: _____ Date: _____

PLEASE ATTACH A VOIDED CHECK CONTAINING THE PRINTED ACCOUNT INFORMATION*