June 9, 2023

THE HAMILTON RE FUND LLC

AMENDED AND RESTATED
CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM
UNITS IN A NEW YORK LIMITED LIABILITY COMPANY

Maximum Offering Amount: $60,000,000.00 (30,000 Units at $2,000.00 per Unit)
Minimum Investment: $100,000.00 or 50 Units

This Amended and Restated Confidential Private Placement Memorandum (the "**Memorandum**") amends and restates in its entirety that certain Confidential Private Placement Memorandum dated December 21, 2020 (the "**Original Memorandum**"). The Hamilton RE Fund LLC, a New York limited liability company (the "**Company**"), is hereby offering (the "**Offering**") up to 30,000 membership units in the Company (the "**Units**") pursuant to this Confidential Private Placement Memorandum (the "**Memorandum**"). The Hamilton RE Management LLC, a New York limited liability company, is the manager of the Company and the sponsor of this Offering (the "**Manager**" and/or "**Sponsor**"). **You should read this Memorandum in its entirety before making an investment decision**.

The Company is offering Units in the Company to investors who, if accepted by the Company, will become members in the Company (the investors who purchase Units are referred to herein as each, a "**Member**" and collectively, the "**Members**"). The Company will issue Units to Members on a rolling basis as investments are made in the Company. The Members will be entitled to their pro-rata share of the Company profits. See "SUMMARY OF THE OFFERING" and "SUMMARY OF THE COMPANY OPERATING AGREEMENT."

The Company has been formed for the purpose of making preferred equity investments (the "**Investments**") in certain affiliated entities of the Company and the Manager (each individually, a "**Project Owner**" and collectively, the "**Project Owners**"). The Project Owners will use the proceeds for the development, operation, and/or acquisition of various projects (each individually, a "**Project**", and collectively, the "**Projects**"), including, but not limited to, purchasing: (i) undeveloped land to develop into commercial or multifamily residential rental properties, (ii) developed commercial and multifamily rental properties which the Manager and its affiliates will redevelop, or (iii) any other real estate that the Manager or its affiliates may determine in their sole discretion to be an attractive investment opportunity.

In exchange for the Investments, the Company will receive a preferred membership interest in the Project Owners (the "**Preferred Membership Interest**") and will be entitled to a cumulative, non-compounding preferred return of 10% on its unrecovered capital (the "**Preferred Return**"), which will be paid as follows: (i) a cumulative, non-compounding 5% preferred return on the Company's capital contribution (the "**Cash Preferred Return**"), and (ii) an accruing, cumulative, non-compounding 5% preferred return on the Company's capital contribution (the "**Accruing Non-Cash Preferred Return**"). Additionally, the Company is expected to receive 10% of all Project Owner distributions after the return of its unrecovered capital until the Company has received an amount equal to an annual cumulative, non-compounding 15% return on its capital contribution (the "**Profits Interest**"). It is expected that the Cash Preferred Return will be paid monthly and the Accruing Non-Cash Preferred Return and Profits Interest will be paid upon disposition of the underlying Project. Both the Cash Preferred Return and Accruing Non-Cash Preferred Return will begin to accrue on the date the Company is admitted to each Project Owner as a member. The rights of the Company as a preferred member will be governed by the limited liability company agreements of the Project Owners (the "**Project Owner Operating Agreements**"), the form of which is attached hereto as Exhibit B. See "SUMMARY OF THE OFFERING" and "SUMMARY OF THE PROJECT OWNER OPERATING AGREEMENTS." **There can be no assurance that the Preferred Return will be achieved or that any cash distributions will be made to the Company or the Members.**

The Company is managed by the Manager. With the exception of certain major decisions which will require a Member vote, the Manager will make all decisions on behalf of the Company. In the event all of the Units are not sold, the Manager or an affiliate may purchase any such unsold Units and may become a Member of the Company, or, at the election of Manager, once the Offering has ended, each Member's membership interest in the Company will be adjusted based upon the number of Units actually sold. See "SUMMARY OF THE COMPANY OPERATING AGREEMENT."

The Company is offering Units only to persons that are "accredited investors", as that term is defined under the Securities Act of 1933, as amended (the "**Securities Act**"), and Regulation D promulgated thereunder. The Company reserves the right to terminate this Offering for any reason at any time. All subscription payments received for Units will be held in accordance with the terms of the Subscription Agreement (defined below).

The purchase of Units involves significant risks. An investment in the Units is suitable only for persons of substantial means who have no need for liquidity in their investment. In making an investment decision, prospective Members must rely on their own examination of the person or entity creating the securities and the terms of this Offering, including the merits and risks involved. Neither the information contained herein, nor any prior, contemporaneous or subsequent communication should be construed by the prospective investor as legal or tax advice. Each prospective Member should consult his own legal, tax and financial advisors to ascertain the merits and risks of the transactions described herein prior to subscribing for the Units.

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 Company believes that the Offering described in this Memorandum is not required to be registered or qualified. Many of these laws granting the right of rescission also provide that suits for such violations must be brought within a specified time, usually one year from discovery of facts constituting such violation or three years after the date of the violation. Should any Member institute such an action on the theory that this Offering was required to be registered or qualified, the Company contends that the contents of this Memorandum constituted notice of the facts constituting the violation.

An investment in the Units is highly speculative and involves substantial investment and tax risks, including, without limitation, risks relating to the following:

- economic outlook, capital expenditures, interest rates, financing activities and tax status of the Company;
- related industry developments, including trends affecting the Company's business, financial condition and results of operations;
- adverse changes in national, regional and local economic and demographic conditions;
- the availability of financing, including financing necessary to extend or refinance debt maturities;
- the ability to control operating costs;
- the adoption on the national, state or local level of more restrictive laws and governmental regulations, including more restrictive zoning, land use or environmental regulations and increased real estate taxes;
- opposition from local community or political groups with respect to the operations at the Projects;
- our inability to provide effective and efficient management and maintenance at the Projects;
- our inability to collect rent or other receivables;
- the effects of any terrorist activity; and
- underinsured or uninsured natural disasters, such as earthquakes, tornados, floods or hurricanes; and
- our inability to obtain adequate insurance on favorable terms.

PROSPECTIVE MEMBERS MUST READ AND CAREFULLY CONSIDER THE MATTERS SET FORTH UNDER "RISK FACTORS" FOR A COMPLETE DISCUSSION OF THESE AND OTHER RISKS PERTAINING TO THIS INVESTMENT. See "RISK FACTORS" and "CONFLICTS OF INTEREST."

The minimum purchase is 50 Units or $100,000, unless the Manager, in its sole discretion, allows a smaller investment. See "SUMMARY OF THE SUBSCRIPTION AGREEMENT." Each Member will be required to enter into the Amended and Restated Operating Agreement of the Company, the form of which is attached as Exhibit A hereto (the "**Operating Agreement**"). See "SUMMARY OF THE COMPANY OPERATING AGREEMENT." The Manager or an Affiliate will receive an amount equal to 1.0% of the Gross Proceeds as reimbursement for organization, marketing, and offering costs incurred in connection with this Offering (the "**Organization and Offering Expenses**"). See "COMPENSATION OF THE MANAGER AND ITS AFFILIATES."

The mailing address of the Company is c/o The Hamilton RE Management LLC, 5360 Genesee Street, Suite 201, Bowmansville, New York 14026. Questions about the Company or the Offering should be directed to Investor Relations with an e-mail address of info@hamiltonrealestatefund.com.

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

The offer and sale of Units pursuant to this Memorandum is limited to Accredited Investors who meet the requirements described in the "WHO MAY INVEST" section of this Memorandum. This Memorandum does not constitute an offer or solicitation to anyone in any jurisdiction in which such an offer or solicitation is not authorized.

The Units are subject to restrictions on transferability and resale and may not be transferred or resold except in accordance with the provisions of the Securities Act, the rules and regulations promulgated thereunder, including any applicable state securities laws, and any applicable foreign securities laws. Investors should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time. No person has been authorized to give any information or make any representations other than those contained in this Memorandum and, if given or made, such information or representations must not be relied upon. This Memorandum does not constitute an offer or solicitation by anyone in any jurisdiction in which such an offer or solicitation is not authorized, or in which the person making such an offer is not qualified to do so, or to any person to whom it is unlawful to make an offer or solicitation.

The Company will offer the Units until the date that is one (1) year from the date of this Memorandum, which date may be extended in the sole and absolute discretion of the Manager.

This Memorandum has been prepared solely for the benefit of prospective Members (and their authorized representatives and advisors) interested in the Offering, and recipients of the Memorandum are required to keep such information confidential. Any reproduction or distribution of this Memorandum, in whole or in part, or the disclosure of any of its contents without the prior written consent of the Manager is expressly prohibited. By accepting delivery of this Memorandum, the recipient agrees to the foregoing, and agrees to return this Memorandum and all other documents furnished in connection with the Offering to the Manager immediately upon request if the recipient does not elect to invest or if the Offering is withdrawn or terminated by the Manager.

No person has been authorized by the Company to make any representations or furnish any information with respect to the Company or the Units, other than the representations and information set forth in this Memorandum or other documents or information furnished by the Company upon request as described in this Memorandum. However, authorized representatives of the Company will, if such information is reasonably available, provide additional information that you or your representative request for the purpose of evaluating the merits and risks of this Offering.

All brand names, trademarks, service marks, and copyrighted works appearing in this Memorandum are the property of their respective owners. This Memorandum may contain references to registered trademarks, service marks, and copyrights owned by the third-party information providers. None of the third-party information providers is endorsing the Offering of, and shall not in any way be deemed an issuer or underwriter of, the Units, and shall not have any liability or responsibility for any statements made in this Memorandum or for any financial statements, financial projections or other financial information contained in, or attached as an exhibit to, this Memorandum.

Tax Notice. Prospective Members are hereby notified that (a) any discussion of federal tax issues contained or referred to in this Memorandum is not intended or written to be used, and cannot be used, by prospective Members for the purpose of avoiding penalties that may be imposed on them under the Code; (b) such discussion is written in connection with the promotion and marketing by the Manager of the transactions or matters addressed in this Memorandum; and (c) prospective Members should seek advice based on their particular circumstances from an independent tax adviser.

The Company is offering and selling its securities pursuant to the exemption from registration under the Securities Act provided for under Rule 506(c) of Regulation D. The Company must take reasonable steps to verify that each prospective Member is an Accredited Investor prior to permitting an investment. In order for the Company to make that determination, each prospective Member must provide a certificate from (a) VerifyInvestor.com; (b) a registered broker-dealer; (c) a registered investment advisor; (d) a certified public

accountant; or (e) a licensed attorney that such person has taken reasonable steps to verify that you are an Accredited Investor within the three months immediately preceding the date of your Subscription Agreement.

The Company will not be registered as an "investment company" under the Investment Company Act of 1940 (the "Investment Company Act") and the Manager will not be registered as an "investment adviser" under the Investment Advisers Act of 1940, as amended (the "Advisers Act") or under state law. Consequently, investors will not be afforded the protections of the provisions of the Investment Company Act, the Advisers Act or such state law in the conduct of the business and affairs of the Company.

FOR FLORIDA RESIDENTS

The securities referred to in this Memorandum have not been registered under the Florida Securities Act. If sales are made to five or more investors in Florida, any Florida prospective Member may, at his option, void any purchase hereunder within a period of three days after he (a) first tenders or pays to the Company, an agent of the Company, or an escrow agent the consideration required hereunder or (b) delivers his executed Subscription Agreement, whichever occurs later. To accomplish this, it is sufficient for a Florida prospective Member to send a letter or telegram to the Company within such three-day period stating that he is voiding and rescinding the purchase. If any prospective Member 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.

FOR NEW HAMPSHIRE RESIDENTS

Neither the fact that a registration statement or an application for a license has been filed under Chapter 421-B of the New Hampshire Revised Statutes with the State of New Hampshire nor the fact that a security is effectively registered or a person is licensed in the State of New Hampshire constitutes a finding by the Secretary of State that any document filed under RSA-421-B is true, complete and not misleading. Neither any such fact nor the fact that an exemption or exception is available for a security or a transaction means that the Secretary of State has passed in any way upon the merits or qualifications of, or recommended or given approval to, any person, security or transaction. It is unlawful to make, or cause to be made, to any prospective purchaser, customer, or client any representation inconsistent with the provisions of this paragraph.

FOR PENNSYLVANIA RESIDENTS

These securities have not been registered under the Pennsylvania Securities Act of 1972 in reliance upon an exemption therefrom. Any sale made pursuant to such exemption is voidable by a Pennsylvania prospective Member within two business days from the date of receipt by the Company of his written binding contract of purchase or, in the case of a transaction in which there is not a written binding contract or purchase, within two business days after he or she makes the initial payment for the Units being offered. However, this right is not available to any Member who is a bank, trust company, savings institution, insurance company, securities dealer, investment company (as defined in the Investment Company Act), pension or profit-sharing trust, any qualified institutional buyer as defined in 17 C.F.R. 230.144A(a), under the Act, or such other financial institutions as defined by the Pennsylvania Securities Act of 1932 or regulation of the Pennsylvania Securities Commission.

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EXHIBITS

WHO MAY INVEST

The offer and sale of the Units are being made in reliance on an exemption from the registration requirements of the Securities Act and the Investment Company Act. Accordingly, distribution of this Memorandum has been strictly limited to persons who (i) are "**Accredited Investors**" and (ii) satisfy the requirements and make the representations set forth below. The Company reserves the right, in its sole discretion, to declare any prospective Member ineligible to purchase Units based on any information which may become known or available to the Company concerning the suitability of such prospective Member, for any other reason, or for no reason.

An investment in the Units involves a high degree of risk (as described hereafter under "Risk Factors") and is suitable only for persons of substantial financial means who have no need for liquidity in this investment. This investment will be sold only to prospective Members who represent in writing that they are "Accredited Investors" (as defined under Rule 501(a) of Regulation D) and satisfy the investor suitability requirements established by the Company and as may be required under federal or state law, and provide all required documentation as detailed in the Subscription Agreement, the form of which is attached hereto as Exhibit C (the "**Subscription Agreement**"). The written representations you make and the documentation provided by you will be reviewed to determine your suitability.

Each prospective Member must represent in writing that he is an "Accredited Investor" as defined under Rule 501(a) of Regulation D under the Securities Act (the "**Investor Suitability Requirements**"). A potential Member who meets one of the following tests should qualify as an "Accredited Investor":

- A natural person that has (i) an individual Net Worth (as defined below), or joint Net Worth with his or her spouse or spousal equivalent, of more than $1,000,000; or (ii) individual income in excess of $200,000, or joint income with his or her spouse or spousal equivalent in excess of $300,000, in each of the two most recent years and has a reasonable expectation of reaching the same income level in the current year;

- A corporation, Massachusetts or similar business trust, partnership, limited liability company or organization described in Internal Revenue Code of 1986, as amended (the "**Code**"), Section 501(c)(3), not formed for the specific purpose of acquiring the Units, with total assets over $5,000,000;

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

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

- An officer of the Company or the Manager; or

- An entity in which all of the equity owners are Accredited Investors.

- Notwithstanding the foregoing, the Investor Suitability Requirements were amended on October 9, 2020 in Federal Register, Volume 85, Number 197, page 64276 (such amendment to be effective December 8, 2020). This amendment provides a number of other ways to qualify as an Accredited Investor. To the extent you desire to qualify as an Accredited Investor in a manner that is not specifically discussed herein, please contact the Company.

  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 (i) or (ii) of the first sentence of the first bullet point above. However, these no-action letters and interpretations are very fact specific and should not be relied upon without close consideration of your unique facts.

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

Documentation or Verification Requirements. The Company is offering and selling its securities pursuant to the exemption from registration under the Securities Act provided for under Rule 506(c) of Regulation D. Therefore, the Company must take reasonable steps to verify that each prospective Member is an Accredited Investor prior to permitting an investment. In order for the Company to make that determination, prospective Members must provide the documentation required by the Subscription Agreement with respect to the type of Accredited Investor you are claiming to be. Each prospective Member must agree to assist in arranging for either VerifyInvestor.com or a registered broker-dealer, SEC-registered investment adviser, licensed attorney, or certified public accountant (each, a "**Third Party Verifier**") to deliver to the Company written confirmation of such prospective Member's status as an Accredited Investor. Documentation that may be requested by the Company and the Third Party Verifier to determine each prospective Member's status includes (i) bank statements; (ii) brokerage statements and other statements of securities holdings; (iii) certificates of deposit; (iv) tax assessments of real property; (v) independent third party appraisals of assets; (vi) a copy of a consumer or credit report dated within three months prior to the date of your Subscription Agreement from a nationwide consumer reporting agency such as Equifax, Experian or TransUnion (a "**Credit Report**") or consent to the Company's or the Third Party Verifier's procurement of your Credit Report; and (vii) all Internal Revenue Service forms you have received or completed with respect to your taxable income for the most recent two full calendar years including, without limitation, Forms W-2, 1099, 1040 and Schedule K-1 of Form 1065.

Representations with respect to the foregoing and certain other matters will be made by each prospective Member in the Subscription Agreement. The Company will rely on the accuracy of each prospective Member's representations set forth in the Subscription Agreement and may require additional evidence that such prospective Member satisfies the applicable standards at any time prior to the acceptance of such prospective Member's investment. A prospective Member is not obligated to supply any information so requested by the Company, but the Company may reject a subscription from any prospective Member who fails to supply any information so requested.

IF YOU DO NOT MEET THE REQUIREMENTS DESCRIBED ABOVE, IMMEDIATELY RETURN THIS MEMORANDUM TO THE COMPANY. IN THE EVENT YOU DO NOT MEET SUCH REQUIREMENTS, THIS MEMORANDUM WILL NOT CONSTITUTE AN OFFER TO SELL UNITS TO YOU.

Discretion of the Company. The Investor Suitability Requirements stated above represent minimum suitability requirements for prospective Members established by the Manager on behalf of the Company. Accordingly, the satisfaction of applicable requirements by an investor will not necessarily mean that the Units are a suitable investment for such prospective Member, or that the Manager will accept the prospective Member as a subscriber. Furthermore, the Manager may modify such requirements in its sole and absolute discretion for all or certain prospective Members, and any such modification may raise the suitability requirements for investors. The written representations you make will be reviewed to determine your suitability. The Manager may, in its sole and absolute discretion, refuse a subscription for Units if it believes that a prospective Member does not meet the applicable Investor Suitability Requirements, the prospective Member is an unacceptable investor, the Units otherwise constitute an unsuitable investment for the prospective Member, or for any other reason.

SUMMARY OF THE OFFERING

The following summary is intended to provide selected limited information regarding the Company, the Units 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. **Each prospective investor is urged to read the entire Memorandum before investing.**

This Offering:	The Company is hereby offering Units in the Company, with a maximum offering amount of up to 30,000 Units or $60,000,000.00 ("**Maximum Offering Amount**"). The minimum Unit purchase is 50 Units or $100,000.00, although the Manager may accept smaller subscriptions in its sole discretion.
Investor Suitability Requirements:	The Offering is strictly limited to persons who meet the Investor Suitability Requirements including the minimum financial requirements as to income and net worth, among other requirements set forth under "WHO MAY INVEST."
Documentation Arrangements:	Each Member will be required to deliver certain documentation in order to subscribe for the Units. See "ACQUISITION TERMS AND FINANCING" for the documentation required.
Management:	With the exception of certain major decisions which will require a Member vote, the Manager will make all decisions for the Company. See "SUMMARY OF THE COMPANY OPERATING AGREEMENT."
Compensation of the Manager and its Affiliates:	The Company will reimburse the Manager or an affiliate for the Organization and Offering Expenses that it incurs in connection with this Offering. See "COMPENSATION OF THE MANAGER AND ITS AFFILIATES."
Investments:	The Company has been formed for the purpose of making the Investments in the Project Owners, which will be affiliates of the Company and the Manager. In exchange for the Investments, the Company will receive a preferred membership interest in the Project Owners and will be entitled to receive the Preferred Return. The Project Owners will use the proceeds for the development, operation, and/or acquisition of various Projects, including, but not limited to, purchasing: (i) undeveloped land to develop into commercial or multifamily residential rental properties, (ii) developed commercial and multifamily rental properties which the Manager and its affiliates will redevelop, or (iii) any other real estate that the Manager or its affiliates may determine in their sole discretion to be an attractive investment opportunity. The Company expects to earn income as a preferred member of the Project Owners. As such, the Company will be entitled to returns from the Company's Investment pursuant to the Project Owner Operating Agreements, the form of which is attached hereto as Exhibit B. As a preferred member, the Company will be entitled to a Preferred Return, which will be paid as follows: (i) a cumulative, non-compounding Cash Preferred Return which is expected to be paid monthly, and (ii) an accruing, cumulative, non-compounding Accruing Non-Cash Preferred Return, which is expected to be paid upon disposition of the underlying Project. Additionally, the Company is expected to receive 10% of all Project Owner distributions after the return of its unrecovered capital until the Company has received an amount equal to an annual cumulative, non-compounding 15% return on its capital contribution. It is expected that the Profits Interest will not be paid until the disposition of the underlying Project. See "SUMMARY OF THE OFFERING" and "SUMMARY OF THE PROJECT OWNER OPERATING AGREEMENTS." **There can be no assurance that the Preferred Return will be achieved or that any cash distributions will be made to the Company or the Members.**

Investment Period; Reinvestment: An investment in the Units is intended to be a long-term investment. The Company's investment period ("**Investment Period**") will commence from the date of this Offering and will continue until the date that is 60-months thereafter, unless earlier terminated by the Manager in its sole discretion. The Company may reinvest undistributed profits or returns of capital contributions from the Project Owners at any time during the Investment Period. Upon the expiration of the Investment Period, the Company intends to commence an orderly liquidation of its investment portfolio and make distributions of the net proceeds of such liquidation to the Members monthly until all investor capital has been returned. The Company anticipates a full liquidation of its portfolio no later than five (5) years from the date of this Memorandum; however, such liquidation may occur over a longer period, as the Manager may determine in its sole discretion.

Investment Objectives: The principal objectives of the Company will be to: (i) preserve the Members' capital investment, (ii) realize income by making Investments in the Project Owners, and (iii) make monthly distributions to the Members. There can be no assurance that any of these objectives will be achieved. **There is no assurance that any of these objectives will be achieved.**

Company Distributions: All proceeds available for distribution, as determined by the Manager in its sole discretion, will be distributed to the Members, pro-rata. Notwithstanding the foregoing, the Manager may, in its sole discretion, reinvest any proceeds received by the Company that would otherwise be distributable to the Members. **There can be no assurance that any cash distributions will be made to Members.**

Company Redemption Right: At any time after the date that is eighteen (18) months from the date of this Memorandum, the Company shall have the option, but not the obligation, to repurchase and retire all, or any portion of, the Units from any one or more Members by delivering written notice to such Member(s). The purchase price shall be an amount equal to an annual cumulative, non-compounding 15% return on the Member's capital contribution, plus a return of capital. The closing date for any such purchase shall occur no later than ninety (90) days after the date of such written notice. Following closing, the retired Member shall cease to be a Member of the Company and shall have no further rights as a Member of the Company, including, but not limited to, the right to receive distributions.

Project Owner Distributions: As a preferred Member, the Company will be entitled to receive the Preferred Return, which will be paid as follows: (i) a cumulative, non-compounding Cash Preferred Return which is expected to be paid monthly, and (ii) an accruing, cumulative, non-compounding Accruing Non-Cash Preferred Return, which is expected to be paid upon disposition of the underlying Project. Additionally, the Company is expected to receive 10% of all Project Owner distributions after the return of its unrecovered capital until the Company has received an amount equal to an annual cumulative, non-compounding 15% return on its capital contribution. It is expected that the Profits Interest will not be paid until the disposition of the underlying Project. **There can be no assurance that the Preferred Return will be achieved or that any cash distributions will be made to Company.**

Project Owner Redemption Right: The Project Owners shall have the option, but not the obligation, to repurchase and retire the Company's Preferred Membership Interest at any time by delivering written notice to the Company. The purchase price shall be an amount equal to an annual cumulative, non-compounding 15% return on the Company's capital contribution, plus a return of capital. The closing date shall occur no later than ninety (90) days after the date of such written notice. Following closing, the Company shall cease to be a member of the applicable Project Owner and shall have no further rights as a member of the applicable Project Owner, including, but not limited to, the right to receive distributions.

Risk Factors and Potential Conflicts of Interest:	Potential Members should be aware that an investment in the Company involves a significant degree of risk. See "RISK FACTORS."
Securities Laws Matters:	The Units being offered are not being registered under the Securities Act in reliance upon exemptions from the registration requirements of the Securities Act and such state securities laws and may not be transferred or resold except as permitted under the Securities Act and applicable state securities laws pursuant to registration or exemption therefrom. In addition, the Company will not be registered as an "investment company" under the Investment Company Act and the Manager will not be registered as an "investment adviser" under the Advisers Act or under state law. The Company will not be registered as an "investment company" under the Investment Company Act due to the limited nature of the investment activities of the Company. However, the Company may have more than 100 Members and is not relying on the exemption from registration as an "investment company" under Section 3(c)(1) of the Investment Company Act, as a result of the Company's limited nature of investment activities. The Company is not organized for the purposes nor will the Company engage primarily in the business of investing, reinvesting, or trading in securities, as such terms are defined and interpreted under Section 3(a)(1)(A) of the Investment Company Act. For the avoidance of doubt, direct investment in real property is the primary activity of the Company and the direct investment in real property by the Company will include investments in the Project Owners that will own the Property directly. Consequently, investors will not be afforded the protections of the provisions of the Investment Company Act, the Advisers Act, or such state laws in the conduct of the business and affairs of the Company.
Transfer Restrictions:	Units may be transferred only upon the satisfaction of certain requirements, including compliance with federal and state securities laws.
Tax Considerations:	U.S. federal income taxation is extremely complex, involving, among other things, significant issues as to the character and timing of realization of gains and losses. **Prospective investors are strongly urged to consult their tax advisors with respect to the possible tax consequences of an investment. These tax consequences may be different for different investors.**
Counsel:	Counsel to the Company and the Manager does not represent any Member.

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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 the Projects, including, among other things, factors discussed under the heading "Risk Factors" in this Memorandum and the following:

- economic outlook;
- capital expenditures;
- interest rates;
- financing activities;
- tax status of the Company; and
- related industry developments, including trends affecting the Company's business, financial condition and results of operations.

The Company intends to identify forward-looking statements in this Memorandum by using words or phrases such as "anticipates," "believes," "estimates," "expects," "intends," "maybe," "objective," "plan," "predict," "project," "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 that may cause the actual transactions, results, performance or achievements of the Company to be materially different from any future transactions, results, performance or achievements expressed or implied by such forward-looking statements. The cautionary statements set forth under the caption "Risk Factors" and elsewhere in this Memorandum identify important factors with respect to such forward-looking statements, 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, including the current uncertainty in the U.S. financial and credit markets;
- underlying real estate investment risks;
- the Project's ability 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, the Company cannot assure prospective Members that its 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.

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RISK FACTORS

Potential Members should be aware that an investment in the Units involves a high, and sometimes speculative, degree of risk. Potential Members should carefully read this Memorandum, including all exhibits hereto, prior to making an investment and should be able to bear the complete loss of their investment.

It is impossible to accurately predict the results to a potential Member from an investment in the Company because of general risks associated with the Company's Investment in any Project Owner and the related risks associated the Company's indirect ownership and operation of real estate and the Projects, the risks associated with a private offering and certain tax risks. In addition, prospective Members must rely solely upon the Manager and its Affiliates to manage the Company, the Project Owners, the Projects, and negotiate the terms of Investments in the Project Owners. Prospective Members who are unwilling to rely solely on the Manager and its Affiliates should not invest in this Offering.

Each prospective Member should consider carefully, among other risks, the following risks, and should consult with his own legal, tax, and financial advisors prior to subscribing for Units with respect thereto.

Risks Concerning the Investment

Investment Company Act. The Company will invest directly in real property, is not formed for the purposes nor will the Company engage primarily in the business of investing, reinvesting, or trading in securities, and therefor will not register as an "investment company" subject to the substantive provisions of the Investment Company Act. The Company may have more than 100 Members and is not relying on the exemption from registration as an "investment company" under Section 3(c)(1) of the Investment Company Act, as a result of the Company's limited nature of investment activities. The Company is not organized for the purposes nor will the Company engage primarily in the business of investing, reinvesting, or trading in securities, as such terms are defined and interpreted under Section 3(a)(1)(A) of the Investment Company Act of 1940. For the avoidance of doubt, direct investment in real property is the primary activity of the Company and the direct investment in real property by the Company will include investments in a Portfolio Company that will own a common equity interests (or similar ownership interests) in an entity which owns the property directly or as the sole member or shareholder in a subsidiary. The Investment Company Act provides certain protections to investors and imposes certain restrictions on registered investment companies, none of which will be applicable to the Company. If the Company were registered as an investment company, the Investment Company Act would require that, among other things, the Company have a board of directors, compel certain custodial arrangements, and regulate the relationship and transactions between the Company and the Manager. Compliance with some of those provisions could possibly reduce certain risks of loss by the Company or Members, although such compliance could significantly increase the Company's operating expenses and limit the Company's investment and trading activities. If the Company fails to qualify for exemption from registration as an investment company, it would incur significant costs not anticipated in the "Projections" (as defined below) provided for herein and it may be unable to conduct its business as described herein. Any such failure to qualify for such exemption could have a material adverse effect on the Company. In fact, the Manager could not implement its investment strategy if the Company were a registered investment company.

Any Member that acquires 10% or more of the Company's total Units will be required to furnish supplemental information to the Manager to enable the Company's counsel to review compliance by the Company with the Investment Company Act. If it becomes necessary, the Company may return a pro rata portion of each Member's capital contribution or take other measures the Manager deems necessary in its sole discretion to qualify for the exemption from registration under the Investment Company Act.

Advisers Act. The Manager will not be registered as an investment adviser under the Advisers Act or under state law. Accordingly, investors will not be afforded any of the protections of the Advisers Act or state law applicable to registered investment advisers in relation to the Company or the Manager.

General Risk of Investment in the Company. Each Member acknowledges and agrees that an investment in the Units is subject to a variety of and high degree of risks and each Member has considered these risks (including the risks described below) before making a decision to invest in the Units. The realization of any of the following risks (or other risks not listed below) could materially and adversely affect the Company's business, prospects,

financial condition, cash flows, liquidity, results of operations, and ability to service any indebtedness and could cause you to lose all or a significant part of your investment in the Units. Please note that the phrase "we", "us" or "our" refers to the Company, and the phrase "you" or "your" refers to each Member.

Unspecified Investments. At the time of this Offering, the nature, amount, number, and timing of all future Investments will be unknown and difficult to predict. Members will not have the opportunity to evaluate the relevant operational, financial, and other information relating to the Project Owners and the Projects prior to an Investment. Moreover, the Manager will have the sole discretion to determine to which Project Owners it provides Investments without any input or vote from the Members. Accordingly, Members must rely solely upon the Manager with respect to the decisions surrounding Investments.

Competing Interests. The key principals of the Manager will manage the Company on behalf of the Manager, but they will have other business interests and activities outside of the Company. There will be times when their outside business interests require them to devote a significant amount of their time and attention to other projects, which may result in the Company not performing as well as it could, which may materially and adversely affect your investment.

Turmoil in Markets. During the last recession, the lending and capital markets experienced considerable turmoil and many financial institutions sought federal assistance or failed. In the event of a failure of a lender or counterparty to a financial contract, its obligations to us under the financial contract might not be honored. Should a financial institution fail to fund its committed amounts when contractually obligated to do so, the Project Owners' ability to meet their obligations could be negatively impacted, which could materially and adversely affect us.

No Valuation. We have not conducted an analysis to determine the fair market value of the Units nor have we obtained any other independent third-party valuations or fairness opinions with respect to the Units. Therefore, the consideration you pay for the Units may exceed their fair market value.

Past Performance. We were formed on September 30, 2020 and, as of the date of this Memorandum, the Company has timely made all distributions as set forth in the Original Memorandum. There is no guarantee, however, that the Company will continue to make distributions moving forward. Additionally, an investment in the Units may entail more risks than an investment in the securities of a company with a more substantial operating history. You should consider our prospects in light of the risks, uncertainties and difficulties frequently encountered by companies like ours that do not have a substantial operating history, many of which may be beyond our control.

Reliance on the Manager and its Key Principals. With the exception of certain major decisions which require a Member vote, Members will not have a right to vote on matters relating to the management of the Company and the Manager has sole power and authority over the management of the Company. Our future success depends, to a significant extent, upon the continued services of the key principals of the Manager described in the Section titled "MANAGEMENT." We cannot assure you that any of these individuals will remain with the Manager, and the loss of their services could materially and adversely affect us. In addition, the manager of each Project Owner and the property manager for each Project is expected to be an affiliate of the Manager and will likewise rely on the continued services of the aforementioned key principals. Therefore, you will not have an active role in our Company's management, and it would likely be difficult to cause a change in our management. As a result, you will not have the ability to alter our management's path if you feel they have erred.

Limited Diversification. An investment in the Units represents an investment in the Company, and we will only make an Investment in a limited number of Project Owners, thereby significantly limiting the diversification of our portfolio. As such, an investment in the Units is not a diversified investment. Consequently, the aggregate return to the Company may be substantially and adversely affected by the investment decisions of the Company and the possible unfavorable performance of a single Investment or small number of Investments made by the Company, which could materially and adversely impact your investment.

Investment Concentrated in One Sector. The Company's business will be limited to making Investments in the Project Owners. Consequently, we are subject to risks inherent in investments concentrated in the multi-family real estate industry. This strategy prevents us from diversification beyond real estate and subjects us to risks of general

real estate ownership and operation. Furthermore, because an investment in real estate is inherently illiquid, it is difficult to limit our risk in response to economic, market and other conditions.

No Guaranteed Cash Distributions. The Manager will endeavor to fund distributions prior to the commencement of cash flow to the Company, however, the Manager is not required to do so and 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 realize income from the Investments for various reasons, including from the default of the Project Owners. Additionally, there is no guarantee that the Company will distribute sufficient cash from the activities of the Company to enable the Members to pay any tax imposed on any taxable income generated by the Company. No assurance can be given that you will realize a return on your investments with us or that you will not lose your entire investment in the Units. **YOU SHOULD CONSULT WITH YOUR ATTORNEY OR FINANCIAL ADVISOR PRIOR TO MAKING AN INVESTMENT.**

No Minimum Offering Amount; Bridge Financing. There is no minimum amount of gross proceeds that the Company must raise to begin accepting subscriptions and issuing Units. If the Company accepts subscriptions but an Investment opportunity requires more capital than the Company has received, the Manager may seek additional funds in the form of bridge financing. Such bridge financing may be provided by the Manager or an Affiliate, and the provider of the bridge financing will be paid market carrying costs by the Company for such bridge financing. However, no assurance can be given that the Manager or an Affiliate will provide such financing. In the event the Manager or an Affiliate is unable to provide bridge financing, the Manager may have to forgo an Investment opportunity which could then negatively impact expected returns and cash flows of the Company, which, in turn will adversely affect our revenue and our ability to make distributions to you and may cause the loss of your investment. Additionally, a Project Owner may also require similar bridge financing during its own efforts to raise capital, which may be provided by the Manager, an Affiliate, or third-party. The costs of any bridge financing required by Project Owners will be borne by such entity, which then may reduce or delay distributions from the Project Owners to the Company, which, in turn will adversely affect our revenue and our ability to make distributions to you and may cause the loss of your investment. In the event a Project Owner is required to secure third-party bridge financing, the Company's returns may be subordinate to the rights of such third-party bridge financing provider. As a result of such subordination, the Company will not receive any returns until all obligations under the third-party bridge financing are satisfied.

Project Owner Capital Calls. In the event of a Shortfall Capital Call or Critical Capital Call, as defined in the Project Owner Operating Agreements, each member of a Project Owner shall be required to pay its proportional share of any Shortfall Capital Call or Critical Capital Call based upon each member's percentage interest in such Project Owner as an additional capital contribution. In the event the Company is unable to pay its portion of any Shortfall Capital Call or Critical Capital Call, its membership interest in such Project Owner may be reduced, which would adversely impact the distributions made to the Company. Additionally, as a preferred member of the Project Owners, the Company would have the option of reducing its share of the Shortfall Capital Call or Critical Capital Call by reducing, on a dollar-for-dollar basis, the amount of the Preferred Return, which would adversely impact the distributions made to the Company.

Risks Related to the Investments Made by the Company

The Manager will have sole discretion as to the terms of the Investments made by the Company. The success of the Company is totally dependent on its receipt of timely cash flow from the Project Owners and a failure to timely or regularly receive such payments would likely indirectly, materially and adversely affect returns to the Members. The Manager will have sole discretion to determine the terms of such Investments. The Company cannot presently provide investors with any specific information as to the term, rate, principal amount or other relevant economic and financial data regarding the Investments that it will make in the Project Owners. Also, there may be a delay between an investor's purchase of Units and the making of Investments because the Company will need to raise sufficient funds to fund the Investments. During the period of such delay, the Manager, at its own expense, will endeavor, but will not be required, to fund distributions to investors until such time as there is adequate cash flow to fund distributions to investors from the distributions received from the Project Owners. The Manager will be entitled to reimbursement of all such amounts funded on behalf of the Company, which reimbursement will be paid prior to distributions are paid to investors.

Investments Not Guaranteed. The Investments will not be guaranteed by the Manager or any affiliate. The value of the Investments will be highly dependent upon the value and performance of the Projects owned, either directly or indirectly, by such Project Owner. If one or more Projects performs poorly, the value of such outstanding Investments will be materially adversely affected thereby providing limited value in the collateral provided to the Company.

Reinvestment of Proceeds. The Manager may, in its sole discretion, reinvest any proceeds received by the Company that would otherwise be distributable to the Members. In the event the Manager decides to reinvest any such proceeds, the Company may be unable to make distributions to the Members.

Redemption Right. At any time after the date that is eighteen (18) months from the date of this Memorandum, the Company shall have the option, but not the obligation, to repurchase and retire all, or any portion of, the Units from any one or more Members. In the event the Company exercises such redemption option, any Members which are redeemed shall cease to be a Member of the Company effective as of closing and will have no further rights as a Member of the Company, including, but not limited to, the right to receive distributions. See "SUMMARY OF THE PROJECT COMPANY OPERATING AGREEMENT." In the event prevailing interest rates decrease, the Company will have an incentive to redeem the Units, which could cause the investors to receive less distributions overall as compared to had investors not been redeemed.

Additionally, the Project Owners may redeem the Company's Preferred Membership Interest at any time. Therefore, there is no way for the Company to determine how long the Investments will be outstanding or such capital will be invested, and the Company may have to reinvest in an alternative Investment at an earlier date than would be advantageous to it and the investors. See "SUMMARY OF THE PROJECT OWNER OPERATING AGREEMENTS."

Inflation. It is possible that certain actions by the federal government and other market conditions may create significant increased inflation, which reduces purchasing power of money over time. The Manager cannot predict changes in inflation, which could have a negative impact on the value of both the Company's return and a Member's return. You are strongly encouraged to discuss the potential impact of inflation on the Company with your advisors.

There are risks associated with short term investments that the Company may make with cash not used to make Investments in the Project Owners. Any cash not used by the Company to make Investments in the Project Owners may be invested by the Company in short-term obligations, certificates of deposit or other interest-bearing accounts, which investments shall be made in the sole discretion of the Manager. Short term investments and the gains therefrom are taxed at higher rates than long-term investments, which will directly affect Members due to the anticipated treatment of the Company as a partnership for federal tax purposes. Additionally, such short-term investments may result in lower returns for the Company compared to the profit that it would earn from making an Investment in the Project Owners, thereby decreasing cash available for distribution to Members.

There is no assurance that the operations of the Company will be profitable. There can be no assurance that the Company will be successful in making the Investments that it intends to make. The success of the Company is highly dependent on its ability to select appropriate Investments. Despite the experience of the principals of the Manager, it is possible that the Project Owners may not be able to pay the Preferred Return or make a return of capital to the Company, due to various factors and circumstances which may or may not be within the control of such Project Owners and will not be within the control of the Company. In the event the Company is not successful in selecting appropriate Investments, distributions to the Company may be delayed, reduced or lost. As a result, investors may suffer a diminution in their returns or even a complete loss of their investment in the Company.

Real Estate Risks

General Real Estate Industry Risks. Our performance is subject to risks associated with the real estate industry, and the realization of any of these risks could materially and adversely affect us. Real property investments are subject to varying risks and market fluctuations. These events include, but are not limited to:

- adverse changes in national, regional and local economic and demographic conditions;
- the availability of financing, including financing necessary to extend or refinance debt maturities;
- the ability to control operating costs;
- the adoption on the national, state or local level of more restrictive laws and governmental regulations, including more restrictive zoning, land use or environmental regulations and increased real estate taxes;
- opposition from local community or political groups with respect to the operations at the Projects;
- the Project Owners' inability to provide effective and efficient management and maintenance at the Projects;
- the Project Owners' inability to collect rent or other receivables;
- the effects of any terrorist activity;
- underinsured or uninsured natural disasters, such as earthquakes, tornados, floods or hurricanes; and
- the Project Owners' inability to obtain adequate insurance on favorable terms.

The value of the Projects and their performance may decline due to the realization of risks associated with the real estate industry, which could materially and adversely affect us.

Construction, Cost Overruns and Delays. Due to market conditions, it is possible that the Project Owners could underestimate the construction costs for the Projects or construction delays could delay the completion of the Projects, which could adversely impact the profitability of a Project and thus the Company. Construction cost overruns may occur for a variety of reasons, including but not limited to, the following:

- There may be delays in the consummation of this Offering.
- There may be delays in closing a loan or receiving construction draws.
- There may be delays caused by change orders or other changes in the construction of the Project due to additional work that may be needed once original work begins, to meet requirements of government authorities or otherwise.
- There may be delays in obtaining any necessary furniture, fixtures and equipment or inventory for the Project.
- Inclement weather may result in greater construction costs than currently anticipated.
- Construction delays and cost overruns may also occur due to unanticipated environmental, soil or other conditions impacting the Projects, labor disputes, supplies shortages, transportation difficulties, earthquakes, or other natural disasters or other events affecting the site or the region generally.

The Projects will depend on the availability of public utilities and services, especially for water and electric power. Any reduction, interruption or cancellation of these services may adversely affect the Project Owners and the Projects. Public utilities, especially those that provide water and electric power, are fundamental for the development and operation of the Projects. The delayed delivery or any material reduction or prolonged interruption of these services could hinder development, allow certain tenants to terminate their leases, or result in an increase in costs, as the Project Owners may be forced to use alternative sources of supply for these services, such as backup electricity generators, which also could be insufficient to fully operate the Projects and could result in the inability to provide services. Accordingly, any interruption or limitation in the provision of these essential services may adversely affect them and adversely impact the Project Owners' ability to make distributions to the Company.

Development of the Projects may be impacted by zoning laws and process for securing permits and entitlements. In order for the Project Owners to develop the Projects, certain federal, state and local regulatory and zoning approvals, permits, entitlements, licenses and waivers may be required, in particular, from county and municipal authorities for the Projects, which include environmental reviews and assessments. In this regard, certain problems and/or delays may arise, including some which may be beyond the control of the Project Owners. In particular, delays inherent in the review and processing of applicable condominium declarations and site plan applications and associated modifications of existing entitlements, zoning or general plan designations may require multiple public hearings, negotiations with public officials and community groups, preparation of additional reports and studies, or other significant administrative requirements or expensive concessions. Obstructive litigation initiated by Project opponents, with or without perceived merit, is also possible, and could delay or even prevent completion of the Projects. Also, certain adverse changes in the federal, state or local laws and regulations applicable to owners

of real estate, including those affecting rents, zoning, hotel occupancy, prices of goods, fuel and energy consumption, water and environmental restrictions could arise.

Possible Delays in Sale; Refinancing of the Projects. The Project Owners may not be able to sell the Projects at a price intended. Furthermore, relative to historical interest rates, current interest rates are low. Fluctuations in the supply of money for such loans affect the availability and cost of loans, and the Project Owners may be unable to refinance any loans encumbering the Projects. Prevailing market conditions at the time the Project Owners may seek to refinance the Projects may make such loans difficult or costly to obtain. Such conditions may also adversely affect cash flow and/or profitability of the Projects, which could adversely impact the ability of the Project Owners to make distributions to the Company. Further, as interest rates increase, it is likely that capitalization rates will also increase. This may negatively affect the sales price of the Projects.

Dependence on Onsite Personnel. The financial performance of the Projects will be substantially dependent upon onsite personnel to maximize rental revenues, occupancy rates and customer satisfaction at the Projects. If the Project Owners are unable to successfully recruit, train and retain qualified onsite personnel, the cash flows from the Projects may be reduced.

The Company may not obtain third party due diligence reports on the Projects. The Company may not obtain independent third-party appraisals or valuations of the Projects or other reports with respect to the Projects before the Company makes such Investment. If the Company does not obtain such third-party appraisals or valuations, there can be no assurance that the value of the Project, and as a result the value of the Project Owner, will provide a sufficient basis for the payment of any Investment. Third-party appraisals and other reports may be prepared for senior lenders, in which case the Company may 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 also rely on such appraisals and reports. To the extent the Company does not obtain such appraisals and reports or reliance letters before making an Investment, the risk of making such Investment may be increased.

Environmental Risks. Under various federal, state and local environmental laws, statutes, ordinances, rules and regulations, as an owner or operator of real property, the Project Owners may be liable for the costs of removal or remediation of certain hazardous or toxic substances, waste or petroleum products at, on, in, under or migrating from the Projects. These costs could be substantial and liability under these laws may attach whether or not the owner or operator knew of, or was responsible for, the presence of such contamination. Even if more than one person may have been responsible for the contamination, each liable party may be held entirely responsible for all of the clean-up costs incurred. In addition, the government or third parties may sue the owner or operator of a property for damages based on personal injury, natural resource damages or property damage and/or for other costs, including investigation and clean-up costs, resulting from the environmental contamination. While the Manager anticipates that the Project Owners will obtain environmental assessments for each Project, the Company makes no representations concerning the environmental status of any Project.

The presence or contamination of a Project, or the failure to properly remediate Project if it is contaminated, could give rise to a lien in favor of the government for costs it may incur to address the contamination. Moreover, if contamination is discovered on a Project, environmental laws may impose restrictions on the manner in which the property may be used or business may be operated, and these restrictions may require substantial expenditures.

Various environmental laws that regulate the handling, use and disposal of regulated substances and wastes will apply to us as well as various other federal, state, and local health and safety requirements, such as state and local fire requirements. If a Project Owner fails to comply with these various requirements, such Project Owner might incur governmental fines or private damage awards. In addition, changes in laws could increase the potential for noncompliance and resulting liability. This may result in significant unanticipated expenditures or may otherwise materially and adversely affect the profitability of the Projects.

Toxic Mold. Litigation and concern about indoor exposure to certain types of toxic mold has been increasing as the public becomes aware that exposure to mold can cause a variety of health effects and symptoms, including allergic reactions and respiratory problems. People react differently to mold – some people are particularly susceptible to certain types of mold while others do not experience any reaction at all. So-called “toxic” molds can be found almost anywhere; they can grow on virtually any organic substance, as long as 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 molds and mold spores in the indoor environment.

Storage of Hazardous Materials and Illegal Activities. Some of the Projects will be leased to tenants who store their personal property with limited oversight by the Project Owners. The Project Owners may unknowingly lease space to groups engaged in illegal and dangerous activities. Damage to or loss of the apartment contents may occur due to acts of the tenants and other third parties, as well as from acts of terrorism, earthquakes, fires, floods, hurricanes, pollution and other environmental causes. Such damage or loss may or may not be covered by insurance maintained by the Project Owners, if any. Additionally, tenants may store flammable, hazardous, illegal or dangerous contents in the rental units without the Project Owners' knowledge or permission. The storage of such materials in the apartment units might cause destruction to the Projects or impose liability on the Project Owners' for the costs of removal or remediation if these various contents or substances are released on, from or in the Projects, which could impact the cash flow of the Projects. Although the Company anticipates that the Project Owner's will carry insurance with respect to the operation of the Projects, such insurance may be insufficient or may not cover the particular casualty. The costs of acquiring and maintaining such insurance, as well as any liabilities incurred by the Project Owners due to use of the Projects by the tenants who may store flammable, hazardous, illegal or dangerous contents, may have an adverse effect on the financial performance of the Projects.

No Member Reliance on Third Party Reports. It is anticipated that the Project Owners will obtain various third-party reports in connection with each Project. It is anticipated that these third-party reports will be addressed to lenders and/or the Project Owners and the Members will have no right to rely on them.

Condemnation of the Land. The Projects or a portion of the Projects could become subject to an eminent domain or inverse condemnation action. Such an action could have a material adverse effect on the value, marketability and profitability of the Projects, which could adversely impact the ability of the Project Owners to make distributions to the Company.

No Guaranteed Cash Flow. There can be no assurance that cash flow or profits will be generated by the Projects, which could adversely impact the ability of the Project Owners to make distributions to the Company.

Competition. The proximity of competing properties in the areas surrounding the Projects could negatively impact the cash flow of the Projects, which could adversely impact the ability of the Project Owners to make distributions to the Company.

Occupancy and Difficulty Attracting and Retaining Tenants. Once a Project is in lease up, there can be no assurance that the Project will be substantially occupied at projected rents. The projections for the Company and any potential Project Owner assume certain lease-up rates and rent levels, but there can be no assurance that any Project will achieve or maintain the occupancy rates and rents within the time periods specified, or at all, as contemplated in the assumptions to such projections. There can be no assurance that the manager of any Project will be able to lease the units or maintain a specific level of occupancy. In addition, it may be necessary to make substantial concessions in terms of rent incentives to attract new tenants to any Project. If these concessions were to become necessary, or in fact were to increase, the financial performance of the Project Owners may be adversely affected. In addition, tenants and lease guarantors, if any, may be unable to make their lease payments. Defaults by a significant number of tenants could, depending on the number of units affected and the ability to successfully find substitute tenants, have a material adverse effect on the financial performance of the related Project Owner.

Insurance and Uninsured Risks. The Project Owners intend to carry comprehensive general liability, fire, extended coverage, business interruption and rental loss insurance covering the Projects under a blanket insurance policy, with policy specifications and insured limits customarily carried for similar properties. In addition, there are certain types of losses, such as losses resulting from wars, terrorism or acts of nature (including, but not limited to, earthquakes and other seismic events), against which the Project Owners generally do not insure because they are either uninsurable or they believe they are not economically insurable. A significant natural disaster, such as an earthquake, fire, flood or significant power outage, could have a material adverse impact on the Projects, operating results and financial condition. If an uninsured loss or a loss in excess of insured limits occurs, we could lose the capital invested in a Project, as well as the anticipated future revenues from such Project. In addition, the Project

Owners may still remain obligated for any mortgage indebtedness or other financial obligations related to the Projects even if damage to such Project was irreparable. Any loss of these types could materially and adversely affect us.

Americans with Disabilities Act. Under the Americans with Disabilities Act of 1990 (the "**ADA**"), all public accommodations must meet federal requirements related to access and use by disabled persons. We cannot guarantee that the Projects will comply with the ADA or predict the ultimate amount of the cost of compliance with the ADA or other legislation. If the Project Owners incur substantial costs to comply with the ADA and any other similar laws, we could be materially and adversely affected.

Regulatory Requirements. The Projects will be subject to various federal, state and local regulatory requirements, such as state and local fire and life safety requirements. If the Project Owners fail to comply with these various requirements, the Project Owners could incur governmental fines or private damage awards, which could adversely impact their ability to make distributions to the Company. In addition, existing requirements could change, and future requirements might require the Project Owners to make significant unanticipated expenditures, which could materially and adversely affect us.

Risks Relating to Private Offering and Lack of Liquidity

Limited Transferability of Securities. Each Member will be required to represent that he or she is acquiring Units for investment and not with a view to distribution or resale, that such Member understands the Units are not freely transferable and, in any event, that such Member must bear the economic risk of their investment for an indefinite period of time because the Units have not been registered under the Securities Act or certain applicable state "Blue Sky" or securities laws, and that the Units cannot be sold unless they are subsequently registered or an exemption from such registration is available. There will be no market for the Units and an investor cannot expect to be able to liquidate the investment in case of an emergency. Further, the sale of the Units may have adverse federal income tax consequences.

The Sponsor has a contractual agreement with PREIshare, LLC ("**PREIshare**"), an unaffiliated third party, which is in the business of offering liquidity solutions to real estate investors and sponsors. As set forth in the Company Operating Agreement, any Member may transfer its Units to PREIshare without obtaining the prior written consent of the Manager. Additionally, subject to applicable securities law and registering as an investor with PREIshare, the Members may be able to sell their Units on PREIshare's online marketplace; however, there can be no assurance that they will be successful or that the marketplace will remain available to investors during the expected hold period.

Illiquid Investment. We do not intend to list the Company's Units on any national securities exchange or include them for quotation through an inter-dealer quotation system of a registered national securities association. The issuance of Units constitutes a new issue of securities with no established trading market. Furthermore, it is not anticipated that there will be any regular secondary market following the completion of the offering of the Company's Units. Therefore, prospective Members should consider the Units an illiquid investment. Accordingly, the Units should be purchased for their projected returns only and not for any resale potential.

Speculative Investment. An investment in Units must be considered highly speculative. No assurance can be given that you will realize any return on your purchase of Units, or that you will not lose your investment completely. For this reason, you should read this Memorandum and all Exhibits to this Memorandum carefully and should consult with your attorney or business advisor.

Prohibition on Bad Actors. The Offering is intended to be made in compliance with Rule 506 of Regulation D promulgated under the Securities Act. Regulation D includes a prohibition on the participation of certain "bad actors." The Company will obtain representations from the Manager and its principals that the applicable party is not a "bad actor" as that term is defined in Rule 506(d) of Regulation D. In the event that a statutory "bad actor" participates in the Offering, the Company may lose its exemption from registration of the Units. Pursuant to Rule 506(e) of Regulation D, certain events that would otherwise have designated an Offering participant as a "bad actor" but which occurred prior to the effective date of Rule 506(d), are required to be disclosed to all potential investors.

Financing Risks

Availability of Financing and Related Final Terms for Project Owners are Unknown. The Company was formed for the purpose of making Investments in the Project Owners. The Project Owners will directly own the Projects. Concurrent with or during the course of the Company's Investment, the Project Owner may also seek other financing. Because the terms of any such financing are unknown at this time, there can be no assurances as to the impact that such final terms may have on any Investment, which impact could have a material and adverse effect on us and our ability to make distributions.

Leverage; Risk of Foreclosure. For any loan incurred by a Project Owner, no assurance can be given that future cash flow will be sufficient to make the debt service payments on any borrowed funds and also cover capital expenditures or operating expenses. If the revenue received by a Project Owner is insufficient to pay debt service, capital expenditures and operating expenses, the entity would be required to use working capital or seek additional funds. There can be no assurance that additional funds would be available, if needed, or, if such funds were available, that they would be available on terms acceptable to such entity. If such entity is unable to pay debt service, the relevant lender will likely be entitled to foreclose on assets of such entity. Any foreclosure on a Project Owner would have a materially adverse effect on the financial performance of the Project Owner likely resulting in a loss of the Company's Investment in the Project Owner, which, in turn would adversely affect our revenue and our ability to make distributions to you and may cause the loss of your investment.

Restrictions on Transfer and Encumbrance. The terms of any loan from a third-party to a Project Owner would likely prohibit the transfer or further encumbrance of the Project Owner's property or any interest in the property except with the respective lender's prior written consent, which consent such respective lender will likely be entitled to withhold. Upon any violation of these restrictions on transfer or encumbrance, the relevant lender would likely have the right to declare the entire amount of the relevant loan, including principal, interest, prepayment premiums and other charges, to be immediately due and payable. If the loan were immediately due and payable, the debtor will have the obligation to immediately repay such loan in full. If the Project Owner is unable to obtain replacement financing or otherwise fails to immediately repay such loan in full, such lender may invoke its remedies under its loan's terms, which are likely to include proceeding with a foreclosure sale that would likely result in a materially adverse effect on the financial performance of the Project Owner likely resulting in a loss of the Company's Investment in the Project Owner, which, in turn would adversely affect our revenue and our ability to make distributions to you and may cause the loss of your investment.

Possible Delays in Sale; Refinancing of the Projects. The Manager's anticipated returns on any Investment in a Project Owner may assume that the Project will be sold or refinanced within a predetermined amount of time, intending to use the proceeds from the latter to generate distributions by the Project Owner to the Company. It may not be possible for a Project Owner to sell or refinance a Project at a time or price that will result in the Company maximizing its returns. Prevailing market conditions at the time may adversely affect the price that a purchaser is willing to pay for, or lender is willing to refinance, a Project, and, thus, the Project Owner's profitability.

Tax Risks to Members

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 the Units is described in "Federal Income Tax Consequences."

THE INFORMATION CONTAINED IN THIS MEMORANDUM IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED BY YOU, TO AVOID PENALTIES AND IS WRITTEN TO SUPPORT THE MARKETING OF THE UNITS. YOU SHOULD SEEK ADVICE REGARDING THE TAX IMPLICATIONS OF AN INVESTMENT IN THE UNITS FROM AN INDEPENDENT ADVISOR.

Members' Tax Liability. As a tax 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, if and when the Company becomes profitable, 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. 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 its Units. We are under no obligation to distribute sufficient cash to you to cover any tax liability you may have on our taxable income allocable to you. To the extent that a Member's tax liability arising from taxable income and gains allocated by us to such Member exceed cash distributions from us to such Member, such excess would result in net out-of-pocket tax payment by a Member to the applicable taxing authority. Upon the sale or other taxable disposition by you of all or a portion of your Units, you will realize taxable income to the extent that your share (for federal income tax purposes) of Company liabilities, together with the other consideration you receive upon the sale of your Units, exceeds your tax basis in the Units. However, such sale may not result in cash proceeds sufficient to pay the tax obligations arising from such sale. As a result, you may be required to make out-of-pocket payments in connection with such a sale.

Not a Publicly Traded Partnership. We intend to operate so that we qualify as a partnership, and not as an association or a publicly traded partnership taxable as a corporation, for U.S. federal income tax purposes. In general, if a partnership is "publicly traded" (as defined in the Code), it will be treated as a corporation for U.S. federal income tax purposes. A publicly traded partnership is one in which the interests in the partnership are traded on an established securities market or are readily tradable on a secondary market or the substantial equivalent thereof. An established securities market includes a securities exchange, as well as a regular over-the-counter market. We do not anticipate and have no plans as of the date of this Memorandum for the Units to be traded on an established securities market. Pursuant to the Operating Agreement, the Manager must provide its prior written consent to the transfer of the Units, and it only intends to do so if such transfer would not fall outside one of the safe harbors in the Treasury Regulations from being treated as a publicly traded partnership. Thus, if we were treated as a publicly traded partnership, such treatment would result in a material reduction in cash flow and after-tax returns for the Members.

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 his 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 its share of Company tax losses (if any) will be severely restricted.

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.

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.

Change in the Tax Law. The description of tax consequences from an investment in Units that is set forth in this section and below in "Federal Income Tax Consequences" is based on law as in effect on the date of this Memorandum and on administrative and judicial interpretations of such law. 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. Any such change could apply to the Company and its Members and could have an adverse impact on an investment in Units.

Audit and Penalties. There is the possibility that we will be audited by the IRS. Any audit of the Company could result in an adjustment of not only our tax returns, but also an audit and adjustment of your personal tax returns with respect to items related to the Company and not related to the Company. An audit could result in (a) the

assessment of additional taxes against you, (b) disallowance of deductions and the reallocation of income as described above, and (c) interest charges and could cause the imposition of penalties.

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**"). An investor should consult its own tax advisor regarding the effect of UBTI on an investment in Units.

The Manager's Service as Partnership Representative. The Manager will act as (or designate) the "partnership representative" (as defined in Section 6223(a) of the Code) 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 serve 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.

Variation Among Members. The tax consequences of an investment in Units could vary widely among Members as a result of 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 Member must consult its own tax advisor to determine how the consequences of an investment in Units will affect its particular situation.

Compliance with Applicable Regulations. Allocations of our taxable income, gain, loss, deductions and credits, and corresponding adjustments to our Members' capital accounts are intended to be made in accordance with the applicable Regulations. There can be no assurance, however, that the IRS will not challenge the allocations of taxable income, gain, loss, deductions and credits contained in our Operating Agreement, or that, if it does, such challenge will not be successful. If these allocations are successfully challenged, our Members may be allocated different amounts of taxable income, gain, loss, deductions or credits than initially reported to them. Prior to making a decision to invest in the Units, you should carefully consider the potential for challenges by the IRS to any future amounts allocated to them. Any challenge of our allocations could result in the assessment of additional taxes against the Members and out-of-pocket tax payments by Members.

Modifications of Federal Income Tax Treatment. The present federal income tax treatment of limited liability companies may be modified by legislative, administrative or judicial action at any time and that any such action may affect investments previously made. Changes in the federal income tax laws have been proposed and made in the past. Further, the rules dealing with federal income taxation are constantly under review by the IRS, resulting in revisions of its regulations and revised interpretations of established concepts.

ERISA Risks. ERISA and Code Section 4975 impose certain fiduciary restrictions, including prohibited transaction restrictions, on funds that hold "plan assets." The DOL Plan Asset Rules provide that, subject to certain exceptions outlined in the rules, the assets of an entity (such as the Company) in which a Benefit Plan Investor holds an ownership interest may be treated as assets of an investing plan, in which event the assets of the Company (and transactions involving such assets) would be subject to ERISA's fiduciary provisions, including any prohibited transaction provisions under ERISA or Code Section 4975. One of the exceptions in the Plan Asset Rules will apply if ownership in the Company is limited so that only a percentage of the Interests that is less than 25% may be owned by "benefit plan investors" (as defined in the Plan Asset Rules, and hereinafter, "Benefit Plan Investors"). The Manager will use reasonable best efforts to qualify the Company for this exception to the Plan Asset Rules. If, nevertheless, Benefit Plan Investors acquire 25% or more of the Interests and the Plan Asset Rules apply to the Company, ERISA's fiduciary standards and prohibited transaction rules would apply to the operation of the Company, which would likely impose substantial additional compliance expenses upon the Company, thereby potentially reducing amounts distributable by the Company to the Members. Finally, if the Company is subject to the Plan Asset Rules and is not able to comply with ERISA or Code Section 4975, Benefit Plan Investors may be at risk of breaching fiduciary duties owed to their sponsoring plan.

Employee benefit plans such as governmental and non-United States plans, while not subject to ERISA, may be subject to laws regulating employee benefit plans that contain rules substantially similar to ERISA and may contain other rules relating to permissible investments. Such plans should conclude that an investment in the Interests would satisfy all such laws before making such an investment (and, as indicated above, may be required to make certain

assurances to the Company).

Alternative Minimum Tax. Taxpayers may be subject to the alternative minimum tax in addition to the regular income tax. The alternative minimum tax applies to designated items of tax preference. The Tax Cuts and Jobs Act (the "TCJA") entirely eliminates the alternative minimum tax for regular C corporations. For noncorporate taxpayers, the TCJA increases the exemption amount and the threshold amount of income at which the exemption begins to phase out. The limitations and thresholds related to the payment of the alternative minimum tax are subject to change on an annual basis. Members should consult with their tax advisors regarding the alternative minimum tax thresholds to determine if it will apply to such Member's investment in Interests. The limitations on the deduction of passive losses also apply for purposes of computing alternative minimum taxable income.

State Income Tax. Income from the Company may be subject to income tax in one or more states. Each Member is solely responsible for filing tax returns and paying taxes attributable to the Units owned by such Member. Therefore, each Member should consult his own tax advisor regarding the income tax consequences under the laws of the states, of owning Units. See "FEDERAL INCOME TAX CONSEQUENCES – State and Local Taxes."

Other Tax Matters. For more information concerning tax matters, including without limitation tax preferences, limitations and restrictions on deductions and losses, basis adjustments, Medicare tax, or tax reporting requirements, prospective Members should consult their own tax advisors.

YOU SHOULD CONSULT YOUR INDEPENDENT COUNSEL OR TAX ADVISOR PRIOR TO MAKING AN INVESTMENT IN THE UNITS.

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ESTIMATED USE OF PROCEEDS

(Assuming the Offering is Fully Raised)

Source of Funds	
Member Equity	$60,000,000.00
Total Sources	**$60,000,000.00**
Use of Funds	
Organization and Offering Expense [(1)]	$600,000.00
Funds Available for Investments	$59,400,000.00
Total Use of Funds	**$60,000,000.00**

(1) The Manager or an Affiliate will receive an amount equal to 1.0% of the Gross Proceeds as reimbursement for Organization and Offering Expenses incurred in connection with this Offering. If the actual total costs are less than budgeted, the excess funds will be retained by the Manager. If actual expenses are more than budgeted, the Manager will be required to pay for such excess amount. See "COMPENSATION OF THE MANAGER AND ITS AFFILIATES."

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ACQUISITION TERMS AND FINANCING

Required Member Documentation. Investors who would like to purchase Units should carefully read this Memorandum, including all exhibits. Members will be required to execute and deliver to the Company (i) a Subscription Agreement, including a signature page to the Operating Agreement, and (ii) such other documents as may be required by the Manager or otherwise.

These documents should be mailed or delivered (email is preferred) to:

The Hamilton RE Fund LLC
c/o The Hamilton RE Management LLC
5360 Genesee Street Suite 201
Bowmansville, NY 14026
Attn: Investor Relations
E-mail: info@hamiltonrealestatefund.com

Approval Procedures. Each Member will be required, within five days of executing and returning the Subscription Agreement, to fund their investment to the Company.

Upon receipt of the Subscription Agreement and the documentation required to be delivered therein, verification of the Member's investment qualifications, and acceptance of the Member's subscription by the Company, the Company will notify the Member of receipt and acceptance of his or her subscription. The Company reserves the right, in its sole discretion, to accept or reject a subscription for any reason whatsoever.

Documentation or Verification Requirements. The Company is offering and selling its securities pursuant to the exemption from registration under the Securities Act provided for under Rule 506(c) of Regulation D. Therefore, the Company must take reasonable steps to verify that each prospective Member is an Accredited Investor prior to permitting an investment. In order for the Company to make that determination, prospective Members must provide the documentation required by the Subscription Agreement with respect to the type of Accredited Investor you are claiming to be. Each prospective Member must agree to assist in arranging for a Third Party Verifier to deliver to the Company written confirmation of such prospective Member's status as an Accredited Investor. Documentation that may be requested by the Company and the Third Party Verifier to determine each prospective Member's status includes (i) bank statements; (ii) brokerage statements and other statements of securities holdings; (iii) certificates of deposit; (iv) tax assessments of real property; (v) independent third party appraisals of assets; (vi) a copy of a consumer or Credit Report dated within three months prior to the date of your Subscription Agreement or consent to the Company's or the Third Party Verifier's procurement of your Credit Report; and (vii) all Internal Revenue Service forms you have received or completed with respect to your taxable income for the most recent two full calendar years including, without limitation, Forms W-2, 1099, 1040 and Schedule K-1 of Form 1065.

Representations with respect to the foregoing and certain other matters will be made by each prospective Member in the Subscription Agreement. The Company will rely on the accuracy of each prospective Member's representations set forth in the Subscription Agreement and may require additional evidence that such prospective Member satisfies the applicable standards at any time prior to the acceptance of such prospective Member's investment. A prospective Member is not obligated to supply any information so requested by the Company, but the Company may reject a subscription from any prospective Member who fails to supply any information so requested.

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PLAN OF DISTRIBUTION

Sale of Units

The Company will sell Units on a rolling basis as investments are made in the Company. 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. If at any time the Offering is terminated, the Company shall return all funds invested by the Members to the Members. The Offering is made only by means of this Memorandum. Except as described herein, the Company and the Manager have not authorized the use of other sales materials in connection with the Offering. No dealer, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Memorandum, and, if given or made, such information or representations must not be relied upon.

Marketing of Units

The Company is offering and selling its securities pursuant to the exemption from registration under the Securities Act provided for under Rule 506(c) of Regulation D, which allows for general solicitation. As such, the Company must take reasonable steps to verify that each prospective Member is an Accredited Investor prior to permitting an investment. In order for the Company to make that determination, each prospective Member must provide a certificate from (a) VerifyInvestor.com; (b) a registered broker-dealer; (c) a registered investment advisor; (d) a certified public accountant; or (e) a licensed attorney that such person has taken reasonable steps to verify that you are an Accredited Investor within the three months immediately preceding the date of your Subscription Agreement. Inquiries regarding subscriptions should be directed to Investor Relations, telephone (716) 247-5289 ext. 1001, email info@hamiltonrealestatefund.com.

Subscription Procedures; Acceptance of Subscriptions

Investors desiring to purchase Units should carefully read this Memorandum (including the exhibits hereto). Then, prospective investors must follow the instructions set forth in "ACQUISITION TERMS AND FINANCING" in this Memorandum. The Manager, on behalf of the Company, has the right, to be exercised in its sole discretion, to accept or reject any subscription in whole or in part for a period of 15 days after receipt of the subscription. Any subscription not accepted within 15 days of receipt shall be deemed rejected.

Ownership by Affiliates

At their sole discretion, Affiliates of the Manager may purchase any number of Units. The ownership of the Units by such Affiliates involves certain risks that potential Investors should consider, including, but not limited to, the following:

(1) Affiliates will receive distributions as Members.

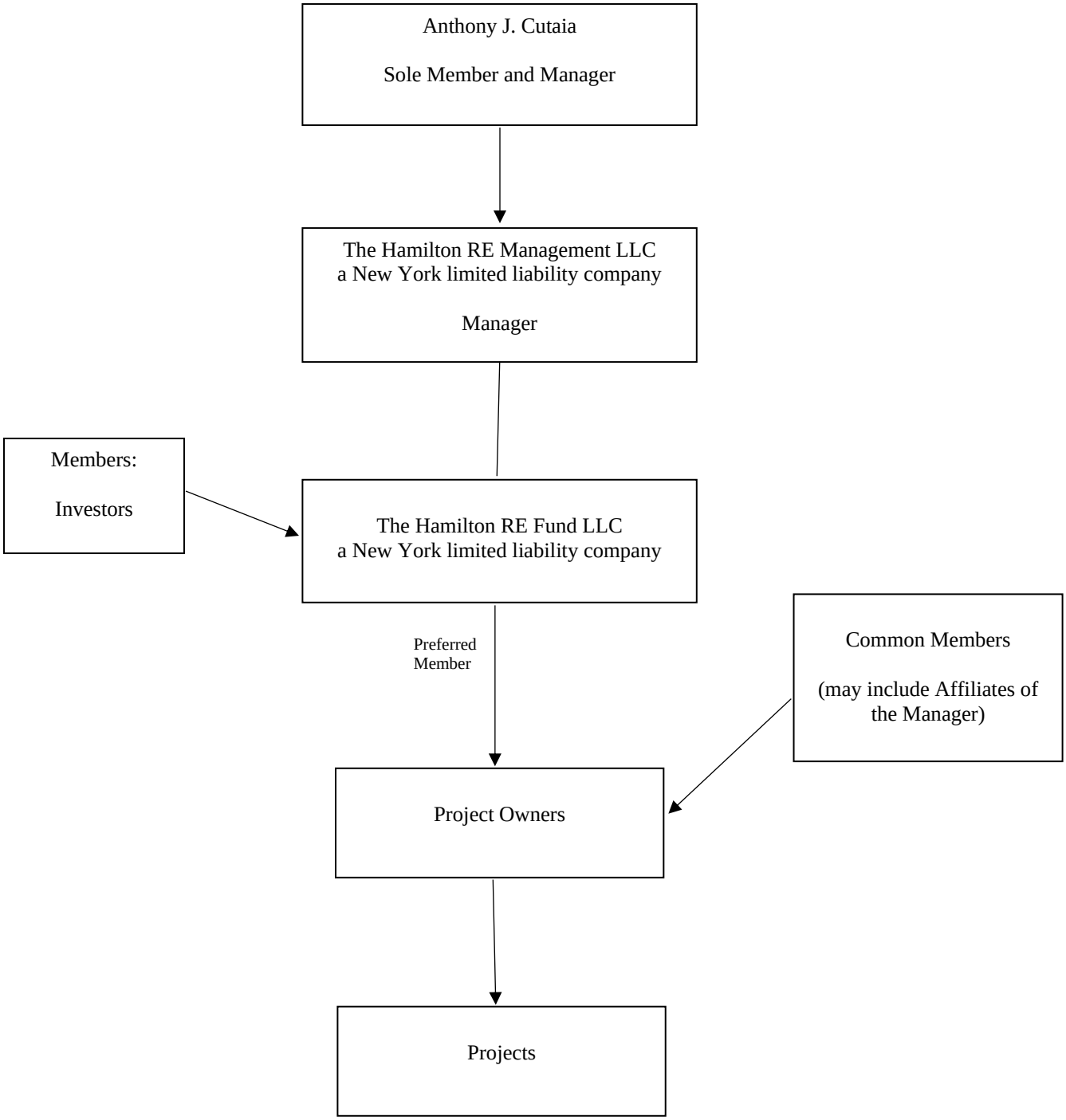
(2) Affiliates may have a conflict of interest, for example, because Affiliates may have an interest in disposing of the Projects at an earlier date than other Investors, so as to recover their investments in the Units.

(3) Purchases of the Units by Affiliates will mean that the Maximum Offering Amount will not have been invested by disinterested investors after an assessment of the merits of the Offering.

Limitation of Offering

The offer and sale of the Units offered hereby are made in reliance upon exemptions from the Act and state securities laws. Accordingly, distribution of this Memorandum has been strictly limited to persons satisfying the Investor Suitability Requirements described herein, and 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 qualifications.

ORGANIZATIONAL CHART



BIOGRAPHICAL INFORMATION ON THE MANAGER'S PRINCIPAL

Anthony J. Cutaia

Anthony J. Cutaia is the co-owner and president of RANE Property Management, LLC, is the sole member and manager of the Manager. RANE Property Management currently has multiple communities throughout Western New York, Tennessee and Florida. RANE Property Management currently has 2,000 units in the United States with an overall goal of another 5,000 units. Mr. Cutaia has been in the property management business for his entire life, which includes multi-family developments as well as patio homes, office, self-storage facilities, retail and hotel projects.

Since the 1950's the Cutaia family has been developing and constructing properties in Hamilton, Ontario. Over the years, business ethics and knowledge were passed down to Mr. Cutaia where he started working at Blink Bonnie Apartments. By the age of twenty-seven, Mr. Cutaia managed and owned multiple apartment developments in both the United States and Canada.

RANE Property Management is headquartered in Buffalo, New York, which allows Mr. Cutaia to easily travel to all of his projects to personally inspect their progress.

Today, RANE Property Management has grown to become one of the fastest growing management companies in Western New York. Anthony has directly helped construct and develop properties such as Dockside Village, Fox Creek Estates, Fairways at Lancaster, Lockwood Villas, Heron Pointe, Clifton Heights, Home 2 Suites & Tru by Hilton, Mystic Pointe, Monterra, and many others. While growing his portfolio, he has established multiple relationships and help assist in other properties to help support our local communities. Being a member of both the Buffalo Niagara Builders Association and NAHB, his diligence is represented through his leadership, community outreach, and the commitment to his businesses.

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CONFLICTS OF INTEREST

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

Investments in Affiliates of the Manager. The Company will use the funds from this Offering to make Investments in the Project Owners, which will be affiliates of the Manager, thereby creating potential conflicts of interest in the making of such Investments. The terms of such Investments will not be negotiated at arm's-length and may not be typical of terms offered by third party lenders or investors. In the event of a failure of a Project Owner to provide the anticipated returns on an Investment, the Manager, as an affiliate of the Project Owner, may have an interest in refraining from enforcing the remedies available to the Company. Additionally, some of the common members of the Project Owners may be affiliates of the Manager. As such, the Project Owners may be more inclined to redeem the Company's Preferred Membership Interest earlier than investors may otherwise desire.

Competing Obligations of the Project Owners. The Project Owners may enter into contracts or obligations that conflict with the Company's Investments such as loan documents related to third-party bridge financing, which will be of higher priority than the Company's returns. Such obligations may adversely impact the Project Owners' ability to make distributions to the Company and thus, adversely impact investors' returns.

Obligations to Other Entities. Conflicts of interest may occur with respect to the obligations of the Manager to the Company and similar obligations to other entities. Moreover, the Company will rely on the Manager 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. Therefore, the Manager and its affiliates may have conflicts of interest in allocating management time, services and functions among the Company and their various existing enterprises and future enterprises, as well as other business ventures in which the Manager and its affiliates may be or may become involved. Under the Operating Agreement, the Manager is obligated to devote as much time as the Manager, in its sole discretion, deems to be reasonably required for the proper management of the Company and its assets. The Manager believes that it has the capacity to adequately discharge its responsibilities to the Company notwithstanding participation in other present and future investment programs and projects.

Competitive Activities. The members and manager of the Manager, and their principals and affiliates, are actively involved in other real estate businesses, including management of real estate-related businesses with operations similar to those of the Company and the Project Owners or which are similar to competitors to such Project Owners. The Manager and its members and manager, and their principals and affiliates, may also serve as managers, general partners, advisors or agents, and their principals may serve as officers or directors, of Project Owners or of competitors to Project Owners. They may also act as managers, general partners, advisors or agents to other present funds, or form additional funds, which have the same or a similar business model and objectives as the Company. Such funds may make loans or investments for their own accounts, in each case without any obligation to offer investment opportunities to, or share income derived from such loans or investments with, the Company and the Members. They intend to pursue such activities in the future, which activities may be directly competitive with those of the Company. Such activities may occur at approximately the same time as the Interests are being offered or the Investments are being made by the Company in the Project Owners, which may cause conflicts of interest between such activities and the Company and the duties of the Manager and their principals concerning such activities and the Company. The Members will have no interest in any future entities or business ventures formed or developed by the Manager or its members and manager, and their principals and affiliates.

Receipt of Compensation by the Company and its Affiliates. The payments to the Company and its affiliates set forth under "Compensation of the Manager and its Affiliates" have not been determined by arm's-length negotiations.

Manager. The Manager serves as the manager of the Company. The objectives of the Manager may differ from the objectives of the Members. The Manager and its affiliates may engage for their own account, or for the account of others, in other business ventures, whether related or unrelated to the business of the Company, and neither the Company nor any Member will be entitled to any interest in such business ventures solely by reason of any relationship with or to each other or the Company.

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. As a result, conflicts may arise in the future and if those conflicts cannot be resolved or the consent of the respective parties cannot be obtained to the continuation of the multiple representations 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.

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COMPENSATION OF THE MANAGER AND ITS AFFILIATES

The following is a description of compensation that will be received by the Manager and its Affiliates from the proceeds of the sale of the Units. Other than as specified herein, no compensation will be paid to the Manager or its Affiliates from the Offering proceeds. These compensation arrangements have been established by the Manager and its Affiliates and are not the result of arm's-length negotiations.

Form of Compensation	Description and Entity Receiving	Estimated Amount of Compensation
Organization and Offering Expenses:	The Manager or an Affiliate will receive an amount equal to 1.0% of the Gross Proceeds as reimbursement for Organization and Offering Expenses incurred in connection with this Offering.	$600,000.00, assuming the Offering is fully raised. If the actual total costs are less than budgeted, the excess funds will be retained by the Manager. If actual expenses are more than budgeted, the Manager will be required to pay for such excess amount.
Project Owner Returns:	Affiliates of the Manager are expected to serve as managers of the Project Owners and may also be common members of the Project Owners. Such Affiliates may be entitled to compensation and/or distributions from the Project Owners. The Company will have no right to any such income.	Impossible to determine at this time.
Property Management Fees:	The Project Owners are expected to enter into property management agreements with one or more Affiliates of the Manager. Such Affiliates will be entitled to receive a property management fee an amount equal to 4% of the gross rents received by each Project, paid monthly.	Impossible to determine at this time.
Asset Management Fee:	The Project Owners are expected to enter into asset management agreements with one or more Affiliates of the Manager. Such Affiliates will be entitled to receive an asset management fee an amount equal to 1% of the gross rents received by each Project, paid monthly.	Impossible to determine at this time.

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RESTRICTIONS ON TRANSFERABILITY

There are restrictions on the transferability of Units imposed by federal and state securities laws. The Units offered by this Memorandum have not been registered under the Securities Act or the securities laws of any state. The Units may not be transferred or resold (i) without the Manager's prior written consent, which consent may be withheld in the Manager's sole discretion, and (ii) 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. No public market exists for the Units, and it is highly unlikely that any such market will develop. Prospective Members should view an investment in Units as a long-term investment. Each Member will be responsible for compliance with applicable securities laws with respect to any transfer or re-sale of its Units.

The Sponsor has a contractual agreement with PREIshare, an unaffiliated third party, which is in the business of offering liquidity solutions to real estate investors and sponsors. As set forth in the Company Operating Agreement, any Member may transfer its Units to PREIshare without obtaining the prior written consent of the Manager. Additionally, subject to applicable securities law and registering as an investor with PREIshare, the Members may be able to sell their Units on PREIshare's online marketplace; however, there can be no assurance that they will be successful or that the marketplace will remain available to investors during the expected hold period.

SUMMARY OF THE SUBSCRIPTION AGREEMENT

Each Member will be required to execute a Subscription Agreement, in the form attached hereto as Exhibit C. You should review the entire Subscription Agreement, and all exhibits attached thereto, before submitting an offer to purchase Units. The following is merely a summary of some of the significant provisions of the Subscription Agreement and is qualified in its entirety by reference thereto.

Submission of Offer to Purchase

A summary of the escrow arrangements and the process for subscribing to purchase Units is set forth in the section entitled "ACQUISITION TERMS AND FINANCING." You should read that section in its entirety.

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SUMMARY OF THE COMPANY OPERATING AGREEMENT

General

The rights and obligations of the Members will be governed by the Operating Agreement, the form of which is attached hereto as Exhibit A. 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. You should review the entire Operating Agreement before subscribing. Capitalized terms used but not otherwise defined in this section shall have the meanings given to them in the Operating Agreement.

The Company has been formed under the New York Limited Liability Company Law, as amended from time to time (the "**Law**"). The Company is managed by the Manager. The character and general nature of the business to be conducted by the Company is to make Investments in the Project Owners for the acquisition, development, and operation of the Projects. The principal place of business of the Company (and the mailing address of the Company) will be at 5360 Genesse Street, Suite 201, Bowmansville, NY 14026, or such other location hereafter determined by the Manager.

Management and Voting

The Manager has the exclusive authority to manage and control all aspects of the business of the Company with the exception of the following major decisions, which require the approval of a simple majority of the Members: (1) amend, alter or modify this Agreement, the Articles of Organization or any other formation documents of the Company in a manner that disproportionately and adversely impacts the Members; (2) cause the Company to proceed with a bankruptcy petition or take a similar debtor protection measure; (3) dissolve the Company; or (4) knowingly perform any act that would result in the Company being classified as (a) an investment company under the Investment Company Act or (b) a publicly traded partnership as defined in Code section 469(k)(2) or Code section 7704(b).

Initial and Additional Capital Contributions

Members shall make initial capital contributions to the Company in the form of cash which will be reflected on Schedule 1 to the Operating Agreement. The Members may elect (but shall not be required) to contribute additional capital to the Company if requested by the Manager.

Distributions

All proceeds available for distribution, as determined by the Manager in its sole discretion, will be distributed to the Members, pro-rata. Notwithstanding the foregoing, the Manager may, in its sole discretion, reinvest any proceeds received by the Company that would otherwise be distributable to the Members.

Investment Period and Term

The Manager expects to invest the Company's capital during the Investment Period. Upon the expiration of the Investment Period, the Company intends to commence an orderly liquidation of its investment portfolio and make distributions of the net proceeds of such liquidation to the Members monthly until all investor capital has been returned. The Company expects to fully liquidate its investment portfolio no later than five (5) years following the date of this Memorandum. In addition, the Company may reinvest returns of capital contributions from the Project Owners at any time during the Investment Period.

Redemption Right

At any time after the date that is eighteen (18) months from the date of this Memorandum, the Company shall have the option, but not the obligation, to repurchase and retire all, or any portion of, the Units from any one or more Members by delivering written notice to such Member(s). The purchase price shall be an amount equal to an annual cumulative, non-compounding 15% return on the Member's capital contribution, plus a return of capital. The closing date for any such purchase shall occur no later than ninety (90) days after the date of such written notice. Following

closing, the retired Member shall cease to be a Member of the Company and shall have no further rights as a Member of the Company, including, but not limited to, the right to receive distributions.

Restrictions on the Rights and Powers of Members

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.

Liabilities of Members

The Operating Agreement provides that the Members shall not be bound by, or be personally liable for, the debts, obligations or liabilities of the Company. A Member's capital, however, is subject to the risks of the Company's business.

Assignment of Interest

Except in limited circumstances (including, but not limited to, any transfer to PREIshare), no Member may assign, convey, sell, transfer, liquidate, encumber or in any way alienate all or any part of the Units without the prior written consent of the Manager.

Books and Records

The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with the accounting methods followed for federal income tax purposes. The books and records of the Company shall reflect all the Company transactions and shall be appropriate and adequate for the Company's business. The Manager is the "Partnership Representative."

Amendments

The provisions of the Operating Agreement may be modified at any time only by a written amendment by the Manager.

Liability and Indemnification of the Manager and Members

The Company shall defend, indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Member, Manager, officer, employee or other agent of the Company, or that, being or having been such a Member, Manager, officer, employee or agent, he or she is or was serving at the request of the Company as a Manager, director, officer, employee or other agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise (all such persons being referred to hereinafter as an "agent"), to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereafter from time to time permit. The Company shall have the power to purchase and maintain insurance on behalf of any Person who is or was an agent of the Company against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as an agent, whether or not the Company would have the power to indemnify such Person against such liability under the provisions of this Section or under applicable law.

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SUMMARY OF THE PROJECT OWNER OPERATING AGREEMENTS

General

The rights and obligations of the Company, as a preferred member of the Project Owners, will be governed by the Project Owner Operating Agreements. Subject to review and approval from any senior lender, the Company anticipates that the Project Owner Operating Agreements will be substantially in the form attached hereto as Exhibit B. The following is merely a summary of some of the significant provisions of the Project Owner Operating Agreements and is qualified in its entirety by reference thereto. You should review the entire Project Owner Operating Agreement before subscribing. Capitalized terms used but not otherwise defined in this section shall have the meanings given to them in the Project Owner Operating Agreement.

Management

Except as expressly provided in the Project Owner Operating Agreement, the management and affairs of the Project Owners will be managed by Affiliates of the Manager. The manager shall have the power to do any and all acts necessary, convenient, or incidental for the furtherance of the Project Owner's purpose.

Preferred Member

The Company will be a Preferred Member of each Project Owner.

Common Members

The Project Owners will have various amounts of common members, some of which may be Affiliates of the Company and the Manager.

Additional Capital Contributions

In the event of a Shortfall Capital Call or Critical Capital Call, as defined in the Project Owner Operating Agreements, each member of such Project Owner shall be required to pay its proportional share of any such capital call based upon its percentage interest in the Project Owner as an additional capital contribution. In the event any Member fails to pay its portion of the Shortfall Capital Call or Critical Capital Call as required, the other members may fund such amount and the non-paying members' membership interest in such Project Owner shall be reduced proportionately. Notwithstanding the foregoing, any Preferred Member shall have the option of reducing its share of the Shortfall Capital Call or Critical Capital Call by reducing, on a dollar-for-dollar basis, the amount of the Preferred Return. See "RISK FACTORS – Risks Concerning the Investment – Project Owner Capital Calls."

Distributions

Prior to a liquidating event, the Project Owner's Available Cash, as defined in the Project Owner Operating Agreement, will be distributed as follows:

(1) First, 100% to the Preferred Members, pro-rata, until each Preferred Member has received an amount equivalent to its accrued, but unpaid Cash Preferred Return;

(2) Thereafter, 100% to the Common Members.

Proceeds from a Terminating Capital Transaction, as defined in the Project Owner's Operating Agreement, will be distributed as follows:

(1) First, to the payment and discharge of all of the Project Owner's debts and liabilities to its creditors, not including Members who are creditors;

(2) Second, to Members who are creditors, including the repayment of any loans from Members;

(3) Third, to Members and former Members in satisfaction of liabilities for distributions under Section 507 or 509 of the Act;

(4) Fourth, 100% to the Preferred Members, pro-rata, until each Preferred Member has received an amount equivalent to its accrued, but unpaid Cash Preferred Return;

(5) Fifth, 100% to the Preferred Members, pro-rata, until each Preferred Member has received an amount equal to its accrued, but unpaid Accrued Non-Cash Preferred Return;

(6) Sixth, 100% to the Preferred Members, pro-rata, until each Preferred Member has received a return of its capital contribution;

(7) Seventh, 90% to the Common Members, pro-rata, and 10% to the Preferred Members, pro-rata, until each Preferred Member has received an annual cumulative, non-compounding 15% return on its capital contribution; and

(8) Thereafter, 100% to the Common Members.

Redemption Right

The Project Owners shall have the option, but not the obligation, to repurchase and retire the Company's Preferred Membership Interest at any time by delivering written notice to the Company. The purchase price shall be an amount equal to an annual cumulative, non-compounding 15% return on the Company's capital contribution, plus a return of capital. The closing date shall occur no later than ninety (90) days after the date of such written notice. Following closing, the Company shall cease to be a member of the applicable Project Owner and shall have no further rights as a member of the applicable Project Owner, including, but not limited to, the right to receive distributions.

Amendments

The provisions of the Project Operating Agreements may be modified at any time only by a written amendment by the manager of each Project Owner.

Liability and Indemnification of the Manager and Members

The Project Owner shall defend, indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a member, manager, officer, employee or other agent of the Project Owner, or that, being or having been such a member, manager, officer, employee or agent, he or she is or was serving at the request of the Project Owner as a manager, director, officer, employee or other agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise (all such persons being referred to hereinafter as an "agent"), to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereafter from time to time permit. The Project Owner shall have the power to purchase and maintain insurance on behalf of any Person who is or was an agent of the Project Owner against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as an agent, whether or not the Project Owner would have the power to indemnify such Person against such liability under the provisions of this Section or under applicable law.

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FEDERAL INCOME TAX CONSEQUENCES

Prospective Members should not view the following analysis as a substitute for careful tax planning, particularly since the income tax consequences of an investment in limited liability companies such as the Company are often uncertain and complex. Also, the tax consequences will not be the same for all taxpayers. Prospective Members should be aware that the following discussion necessarily condenses or eliminates many details that might adversely affect some Members significantly. Finally, investors might be faced with substantial legal and accounting costs in resisting a challenge by the IRS to the tax treatment of an investment in the Company, even if the IRS's challenge proves unsuccessful.

Counsel will not prepare or review the Company's income tax information returns. The Company will make a number of decisions on such tax matters, such as the expensing or capitalizing of particular items, the proper period over which capital costs may be depreciated or amortized, and the allocation of acquisition costs between real property improvements and personal property. Such matters will be handled by the Company, often with the advice of independent accountants retained by the Company and will not usually be reviewed with counsel.

There is uncertainty concerning certain of the tax aspects discussed herein, and there can be no assurance that some of the deductions claimed or positions taken by the Company will not be challenged by the IRS. An audit of the Company's information return may result in an increase in the Company's gross income, in the disallowance of certain deductions and in an audit of the income tax returns of the Members, which could result in adjustments to non-Company items of income, deduction or credit. Final disallowance of such deductions could adversely affect the Members. In addition, state tax authorities may audit the Company's tax returns, which could result in unfavorable adjustments for Members.

Prospective Members should not purchase Units for the purpose of obtaining tax shelter for income from sources other than the Company because the Company will not provide any such tax shelter. Even if a Member is entitled to deduct his share of the Company's losses on his personal tax return, any such deductions may be relatively small in relation to the amount of taxable income allocated to the Member. Prospective Members are urged to consult their own tax advisors as to the tax consequences to them of purchasing Units.

Tax Notice: Prospective investors are hereby notified that: any discussion of federal tax issues contained or referred to 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 Code; such discussion is written in connection with the promotion or marketing by the Company of the transactions or matters addressed in this Memorandum; and prospective investors should seek advice based on their particular circumstances from an independent tax advisor.

Status as Partnership. Generally, a Member will obtain the best yield from the purchase of Units if the Company realizes its intent to be classified as a partnership rather than a corporation 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 Members and Company profits would be taxed twice, once when they were earned and, a second time, when they were distributed to the Members. 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 the Members will be classified as a partnership and its partners for federal income tax purposes.

The discussion below assumes that the Company will be classified as a partnership for federal income tax purposes.

Taxation of Members. Provided the Company is taxed as a partnership, it must file an income tax information return but will not pay income tax. Instead, the partnership's taxable income or loss is allocated among the partners and the partners report their respective 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 distribution from the partnership during the year. Thus, a Member's share of the Company's taxable income (and the tax due thereon) may exceed distributions received from the Company.

Allocations of Net Income and Net Loss. Net Income and Net Loss will be allocated as set forth in the Operating Agreement. The Operating Agreement requires that the Members' Capital Account balances be maintained in accordance with the Treasury Regulations, and the allocation provisions are designed so as to cause liquidation proceeds to be distributed to the Members, in proportion to their positive Capital Account balances.

Dissolution. A dissolution of the Company pursuant to state law prior to expiration of its term likely would not by itself create tax consequences for the Members unless the dissolution is followed by a liquidation of the Company. Such dissolution and liquidation might create adverse tax and economic consequences for the Company.

Tax Elections. The Company may make certain elections for federal income tax reporting purposes that could result in various items of Company income, gain, loss, deduction and credit being treated differently for tax and Company purposes than for accounting purposes.

General Considerations

State and Local Taxes

In addition to the federal income tax consequences described above, prospective investors should consider the state and local tax consequences of an investment in Units. A Member's distributive share of the taxable income or loss generally will be required to be included in determining his reportable income for state and local tax purposes. It is possible that an investor will be required to file local and state tax returns in the state in which a Project may be located. Furthermore, it is possible that such state will require that the Company withhold taxes from any payments which are made to the Members.

United States Income Tax Considerations for Foreign Investors

The federal income tax treatment applicable to a nonresident alien or foreign corporation investing in Units is highly complex, will vary depending on the particular circumstances of such Member and the effect of any applicable income tax treaties and can have a significant effect on such a Member. Accordingly, each foreign Member should consult his own tax advisor as to the advisability of investing in the Units.

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LITIGATION

There are no legal actions pending against the Company nor, to the knowledge of the Company, are any such actions contemplated that would have a material effect on the Company's business, financial condition or operations.

ERISA CONSIDERATIONS

The following is a summary of certain considerations associated with an investment in the Company by Benefit Plan Investors. The following is merely a summary of such considerations, however, and a complete discussion of the considerations associated is beyond the scope of this summary.

Each Benefit Plan Investor considering investing the assets of an IRA, or a pension, profit sharing, 401(k), Keogh or other employee benefit plan in the Company should satisfy himself that such investment is consistent with his fiduciary obligations under ERISA and other applicable law, is made in accordance with the documents and instruments governing the plan or IRA, including the plan's investment policy, and satisfies the prudence and diversifications requirements of Sections 404(a)(1)(B) and 404(a)(1)(C) of ERISA. Each Benefit Plan Investor should also determine that an investment in the Company will not impair the liquidity of the plan or IRA and that, even though it is expected that the Interests will produce unrelated business taxable income for the Benefit Plan Investor, the purchase and holding of an Interest is still consistent with the fiduciary obligations of the Benefit Plan Investor. See "FEDERAL INCOME TAX CONSEQUENCES" for a discussion of the unrelated business taxable income issues applicable to tax exempt investors such as Benefit Plan Investors. Each Benefit Plan Investor should also satisfy himself that he will be able to value the assets of the plan annually in accordance with ERISA requirements.

Treatment of the Company under ERISA

ERISA and the Code do not define "plan assets." However, the DOL has issued the Plan Asset Rules concerning the definition of what constitutes the assets of an employee benefit plan. The Plan Asset Rules provide that, as a general rule, the underlying assets and properties of corporations, partnerships, trusts and certain other entities in which a plan purchases an "equity interest" will be deemed, for purposes of ERISA, to be assets of the investing plan unless certain exceptions apply. The Plan Asset Rules define an "equity interest" as any interest in an entity other than an instrument that is treated as indebtedness under applicable local law and which has no substantial equity features. Members in the Company offered hereby should be treated as "equity interests" for purposes of the Plan Asset Rules.

One exception to the look-through rule under the Plan Asset Rules provides that an investing plan's assets will not include any of the underlying assets of an entity if at all times less than 25% of each class of "equity" interests in the entity are held by Benefit Plan Investors. The Manager intends to take such steps as may be necessary to limit the ownership of Units in the Company by Benefit Plan Investors to less than 25% of the total amount of Units, and thereby qualify for the 25% exemption. If, however, neither this nor any other exemption under the Plan Asset Rules were available and the Company were deemed to hold plan assets by reason of a Benefit Plan Investor's investment in the Interests, such investor's indirect interest in the Interests would be considered a plan asset. In such event, the Interests, transactions involving the Interests and the persons with authority or control over and otherwise providing services with respect to the Interests would be subject to the fiduciary responsibility provisions of Title I of ERISA and the prohibited transaction provisions of ERISA and Code Section 4975.

Each Benefit Plan Investor that is a prospective Member in the Company should consult with its counsel with respect to the potential applicability of ERISA and Code Section 4975 to such investment and determine on its own whether any exceptions or exemptions are applicable and whether all conditions of any such exceptions or exemptions have been satisfied. Moreover, each Benefit Plan Investor should determine whether, under the general fiduciary standards of investment prudence and diversification, an investment in an Interest is appropriate for the Benefit Plan Investor, taking into account the overall investment policy of such Purchaser and the composition of such Purchaser's investment portfolio. The sale of Units in the Company is in no respect a representation by the Manager, its Affiliates or any other person that such an investment meets all relevant legal requirements with respect to investments by plans generally or that such an investment is appropriate for any particular plan.

ADDITIONAL INFORMATION

The Manager will answer inquiries from subscribers concerning the Company, its investment objectives and strategies, and other matters relating to the offer and sale of the Units. Also, the Manager will afford prospective investors 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 that is necessary to verify the information in this Memorandum and supplements to follow.

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EXHIBIT A

COMPANY OPERATING AGREEMENT

[See Attached]

AMENDED AND RESTATED OPERATING AGREEMENT OF THE HAMILTON RE FUND LLC

This Amended and Restated Operating Agreement (this "Agreement"), is dated and intended to be effective as of June 9, 2023 and is made by and among the undersigned.

RECITALS

WHEREAS, a New York limited liability company known as The Hamilton RE Fund LLC (the "Company") was formed pursuant to the Act, defined below;

WHEREAS, the Members and Manager entered into that certain Operating Agreement of the Company dated and effective as of December 21, 2020 (the "Original Agreement"); and

WHEREAS, the undersigned parties desire to amend and restate the Original Agreement in its entirety pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. DEFINITIONS

The terms defined in Exhibit A hereto shall have the meanings therein specified for the purposes of this Agreement. All references in this Agreement to a Section or Exhibit shall be deemed to mean the respective Section or Exhibit of this Agreement.

2. ORGANIZATION

2.1 Formation. On September 30, 2020, the Company, originally named Heron Pointe Preferred LLC, was formed by filing the Articles of Organization with the New York Department of State. By Certificate of Amendment of Articles of Organization filed on November 5, 2020, the name of the Company was changed to The Hamilton RE Fund LLC.

2.2 Operating Agreement. This Agreement, including all of the Exhibits hereto, shall constitute the "Operating Agreement" of the Company, as such term is used in the Act. Each of the Members, by executing this Agreement as Members, agree to join in and to be bound by the terms of this Agreement and to abide by all of its provisions.

2.3 Purposes. The Company is formed for the purpose of making preferred equity investments (the "Investments") in certain affiliates of the Company and the Manager (collectively, the "Project Owners") for the acquisition of various projects (collectively, the "Projects"), including, but not limited to, purchasing: (i) undeveloped land to develop into commercial and multifamily residential rental properties, (ii) developed commercial and multifamily rental properties which the Manager and its affiliates will redevelop, or (iii) any other real estate that the Manager or its affiliates may determine in their sole discretion to be an attractive investment opportunity.

3. MEMBERS

3.1 Members.

(a) The names and addresses of the Members will be set forth in Exhibit B, which will be updated by the Manager from time to time. The Members' Units shall not be evidenced by certificates unless pursuant to future action of the Company. The assignment or transfer of any or all such Membership Interests shall be subject to any restrictions set forth in this Agreement, which restrictions, if any, shall be noted conspicuously on the face of such certificate, if any. Any sale or transfer in violation of such restrictions shall be void. A Membership Interest in the Company shall constitute a "security" within the meaning of, and be governed by, Article 8 of the Uniform Commercial Code (including Section 8-102(a)(15) thereof) as in effect from time to time in the State of New York.

(b) By executing a counterpart signature page to this Agreement, each Member agrees to be bound by the terms of this Agreement.

3.2 Additional Members.

(a) The Members have contributed or will contribute to the Company the cash or assets and liabilities as their initial Capital Contributions in exchange for such Units as set forth set forth on Exhibit B.

(b) Notwithstanding the foregoing, no Person shall become a Member until such time as that Person has: (i) executed and filed with the Company a written instrument satisfactory to the Manager agreeing to become a party to this Agreement; and (ii) made the Capital Contribution determined by the Members in accordance with Section 3.2(a).

3.3 Books and Records. The Company shall keep books and records of accounts and minutes of all meetings of the Members as well as all other financial books, records, reports and documentation prepared in the normal course of business for a company engaged in its business. Such books and records shall be maintained on a cash basis in accordance with this Agreement.

3.4 Information. Each Member may inspect during ordinary business hours and at the principal place of business of the Company, the Articles of Organization, this Agreement, the minutes of any meeting of the Members, and any tax returns of the Company for the immediately preceding three Fiscal Years.

3.5 Meetings of Members. No annual or regular meetings of Members are required. Meetings of Members may be held at such date, time and place as the Manager may fix from time to time. At any Members' meeting, the Manager shall appoint a person to preside at the meeting and a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute books of the Company.

3.6 Voting Agreements. An agreement between two or more Members, if in writing and signed by the parties thereto, may provide that in exercising any voting rights, the Units held by them shall be voted as therein provided, or as they may agree, or as determined in accordance with a procedure agreed upon by them.

3.7 Action by Vote of the Members.

(a) Except as expressly provided in this Agreement, the Articles of Organization or the Act, the Members shall have no voting, approval or consent rights. The Manager has the right to approve or disapprove matters as specifically stated in this Agreement. Except as otherwise specifically provided in this Agreement, all votes, approvals, or consents of the Members may be given or withheld, conditioned, or delayed as the Members may determine in their sole and absolute discretion.

(b) The following major decisions ("Major Decisions") shall require the prior written consent of Members holding a majority of the Percentage Interests in the Company: (i) amend, alter, or modify this Agreement, the Articles of Organization, or any other formation documents of the Company in a manner that adversely impacts the Members; (ii) cause the Company to proceed with a Bankruptcy; (iii) dissolve the Company; or (iv) knowingly perform any act that would result in the Company being classified as (a) an investment company under the Investment Company Act or (b) a publicly traded partnership as defined in Code section 469(k)(2) or Code section 7704(b).

4. MANAGEMENT AND EXTRAORDINARY TRANSACTIONS

4.1 Management.

(a) The Company's business shall be managed by the Manager. Except where the Members' approval is expressly required by this Agreement or by the Act notwithstanding this Agreement, the Manager shall have full authority, power and discretion to make all decisions with respect to the Company's business and to perform such other services and activities as set forth in this Agreement. The Manager shall be an agent of the Company for its business purposes and the Manager may bind the Company in carrying out business decisions made in the ordinary course of business of the Company (and not specifically referenced in Section 3.7 herein), provided that: (i) the Manager shall have approved said action in accordance with this Agreement, or the Act notwithstanding this Agreement; or (ii) the business entered into by a Manager is in the ordinary course of business of the Company or within the powers of the Manager provided for in Section 4.4.

(b) Except as otherwise expressly provided in this Agreement or the Act notwithstanding this Agreement, the Members shall have no right to control or manage, nor shall they take any part in the control or management of, the property, business or affairs of the Company, but they may exercise the rights and powers of Members under this Agreement, including, without limitation, the right to approve certain matters as provided herein.

4.2 Duty of Manager. The Manager shall at all times perform its duties as a Manager in good faith and with that degree of care that an ordinarily prudent person in a like position would use under similar circumstances. In performing his or her duties, the Manager shall be entitled to rely on information, opinions, reports and statements, including, without limitation, financial statements and other financial data, in each case prepared by any Person as to matters the Manager reasonably believes are within such Person's professional or expert competence.

4.3 Number, Tenure and Qualifications of Managers. The Company shall initially have one (1) Manager. The initial Manager shall be The Hamilton RE Management LLC, a New York limited liability company, whose term will continue until it resigns.

4.4 Powers of Manager. Without limiting the generality of Section 4.1, but subject to Sections 3.7(b), the Manager shall have the power and authority to act on behalf of the Company or to cause any company of which the Company is a member to act to: (a) purchase, sell, or otherwise dispose of the Units or any other property, real or personal; (b) borrow money, mortgage, pledge, grant security interests or other encumbrances of any property of the Company, real or personal; (c) open bank accounts or otherwise invest the funds of the Company; (d) sell, dispose, trade or exchange the assets of the Company; (e) purchase insurance on the business and assets of the Company; (f) commence or defend lawsuits and other proceedings; (g) enter into any and all other agreements, instruments or other writings, for any purpose in the ordinary course of business; (h) execute or modify leases with respect to any part or all of the assets of the Company; (i) borrow money for and on behalf of the Company; (j) retain accountants, attorneys or other agents; (k) execute any and all other instruments and documents which may be necessary or, in the opinion of the Manager, desirable to carry out the intent and purpose of this Agreement; (l) make any and all expenditures which the Manager, in his sole discretion, deems necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of its obligations and responsibilities under this Agreement; (m) enter into any kind of activity necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Company; (n) make the Investments; (o) during the Investment Period, reinvest proceeds received from Project Owners into other projects, properties and investments; and (p) take any other lawful action that the Manager considers necessary, convenient or advisable in connection with any business of the Company or of any company of which the Company is a member.

4.5 No Exclusive Duty to Company. A Manager shall not be required to manage the Company as his sole and exclusive function and he may have other business interests and may engage in and shall incur no liability to the Company or any Member for other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right pursuant to this Agreement to share or participate in such other business interests or activities or to the income or proceeds derived therefrom.

4.6 Limitation of Liability. Except as otherwise required by the Act, no Manager shall be liable to the Company or any Member for any loss or damage sustained by the Company or any Member unless the Manager has failed to comply with Section 4.2 with respect to the actions or occurrences giving rise to such loss or damage.

4.7 Indemnification. To the maximum extent permitted under the Act, the Company shall indemnify and hold harmless each Manager from and against all claims and demands.

4.8 Resignation. Any Manager may resign at any time on notice to the Company. The resignation of any Manager shall take effect upon receipt of such notice or at any later time specified in such notice. A Manager elected to fill a vacancy shall hold office for successive terms of one year, or until the earlier expiration of such term as provided in Section 4.3.

4.9 Intentionally Deleted.

4.10 Vacancies. Upon the resignation, withdrawal, or death of the Manager, the Members shall elect the successor Manager by a majority vote. A Manager elected to fill a vacancy shall hold office until the expiration of such term; as provided for in Section 4.3. In the event that there is no Manager of the Company and the Members cannot agree on one or more Managers as set forth herein, then each Member holding at least 25% of the Percentage Interests in the Company shall be entitled to appoint one Manager that shall hold office for successive terms of one year, or until the earlier expiration of such term as provided in Section 4.3.

4.11 Payments to Manager. Except as specified in this Agreement or in the PPM (including, but not limited to the reimbursement for Organization and Offering Expenses, as defined in the PPM), neither the Manager nor any Affiliate of the Manager nor any officer of the Company or the Manager is entitled to remuneration for services rendered or goods provided to the Company.

5. CAPITAL CONTRIBUTIONS, ALLOCATIONS AND DISTRIBUTIONS

5.1 Capital Contributions. Each Member shall own Units in the amounts set forth for such Member in Exhibit B and shall have a Percentage Interest in the Company as set forth in Exhibit B. Exhibit B shall be amended from time to time by the Manager to the extent necessary to accurately reflect redemptions, Capital Contributions, the issuance of additional Units, the admission of additional Members, or similar events having an effect on any item set forth therein. Except as provided in Sections 5.2 or 5.5 hereof or elsewhere herein, the Members shall have no obligation to make any additional Capital Contributions or loans to the Company.

5.2 Additional Capital Contribution. In the event the Manager determines that additional capital is necessary to carry out the purpose of the Company beyond the initial capital contribution described in Section 5.1, the Manager, in its discretion, may issue additional equity, provided that (i) the impact of doing so will not adversely impact any existing Members disproportionately to other Members, and (ii) each Member shall have the option of contributing additional capital on the same terms as being offered by the Manager.

5.3 Intentionally Deleted.

5.4 Return of Capital Contributions. Except as otherwise provided in this Agreement, no Member shall have the right to withdraw, borrow, demand or otherwise receive the return of all or any part of his Capital Contribution. In the event a Member is entitled to receive all or any part of any Capital Contribution, such Member shall not have the right to receive any property other than cash.

5.5 No Interest on Capital Contributions. No Member shall be entitled to receive or be paid any interest, salary or draw with respect to his Capital Contributions or the amount in his Capital Account or for services rendered on behalf of the Company or otherwise solely in his capacity as a Member, except as otherwise provided in this Agreement.

5.6 Capital Accounts. The Company shall establish and maintain a separate Capital Account for each Member in accordance with Exhibit C. The Capital Account of each permitted transferee of a Membership Interest shall initially be equal to the Capital Account of the transferor as of the effective date of the Transfer. Notwithstanding any other provision in this Agreement to the contrary, no Member shall be obligated at any time, to the Company, to the other

Member(s), to the Manager or to any creditor of the Company, to restore a negative Capital Account.

5.7 Intentionally Deleted.

5.8 Allocations. For purposes of maintaining the Capital Accounts and in determining the rights of the Members among themselves, the Company's items of income, gain, loss and deduction (computed in accordance with Exhibit C) shall be allocated among the Members in each taxable year (or portion thereof) in accordance with Exhibit D.

5.9 Distributions.

(a) Distribution of Available Cash. The Company's Available Cash will be distributed to the Members in proportion to their respective Percentage Interest.

(b) Distribution of Capital Proceeds. Capital proceeds from the repayment of capital contributions to the Company, which proceeds are not reinvested during the Investment Period or held for reinvestment during the Investment Period, will be distributed to the Members in proportion to their respective Percentage Interest.

(c) Amounts Withheld. All amounts withheld pursuant to the Code or any provisions of any state or local tax law with respect to any allocation, payment or distribution to a Member or Assignee shall be treated as amounts distributed to the Member or Assignee pursuant to Section 5.5(a) for all purposes under this Agreement.

(d) Distributions Upon Liquidation. Proceeds from a Terminating Capital Transaction and any other cash received or reductions in reserves made after commencement of the liquidation of the Company shall be distributed to the Members in accordance with Article 8.

6. TAXES

6.1 Preparation of Tax Returns. The Manager shall arrange for the preparation and timely filing of all returns of Company income, gains, deductions, losses and other items required of the Company for federal and state income tax purposes and shall use all reasonable efforts to furnish, within ninety (90) days of the close of each taxable year, the tax information reasonably required by the Members for federal and state income tax reporting purposes.

6.2 Tax Elections. Except as otherwise provided herein, the Manager shall, in its sole and absolute discretion, determine whether to make any available election pursuant to the Code. The Manager shall have the right to seek to revoke any such election (including, without limitation, the election under Section 754 of the Code) upon the Manager's determination in its sole and absolute discretion that such revocation is in the best interests of the Members.

6.3 Partnership Representative. The Manager shall act as the Company's Partnership Representative, as defined in Section 6223 of the Code, as amended by Public Law 114-74. The Manager shall also determine whether the Company shall elect to be included or excluded from the partnership audit procedures established pursuant to Section 6221, *et. seq.* of the Code as amended by Public Law 114-74 and effective after December 31, 2017 and shall have

all other powers accorded a Partnership Representative under applicable law to the maximum extent permitted by law.

6.4 Organizational Expenses. The Company, to the extent permitted by the Code, shall elect to deduct expenses, if any, incurred by it in organizing the Company ratably over the shortest length of time permitted by or provided for by the Code.

6.5 Withholding. Each Member hereby authorizes the Company to withhold from or pay on behalf of or with respect to such Member any amount of federal, state, local, or foreign taxes that the Manager determines that the Company is required to withhold or pay with respect to any amount distributable or allocable to such Member pursuant to this Agreement, including, without limitation, any taxes required to be withheld or paid by the Company pursuant to Sections 1441, 1442, 1445, or 1446 of the Code. Any amount paid on behalf of or with respect to a Member shall constitute a loan by the Company to such Member, which loan shall be repaid by such Member within fifteen (15) days after notice from the Manager that such payment must be made.

7. TRANSFERABILITY

7.1 General. Except as set forth in this Article 7, no Member shall withdraw from membership in the Company or give, sell, assign, pledge, hypothecate, exchange or otherwise dispose to another Person (hereinafter a "Transfer") any Units.

7.2 Withdrawal from Company. A Member does not have the right or power to withdraw from membership in the Company without the consent of the Manager, which consent may be withheld at the sole and absolute discretion of the Manager. Any such withdrawing Member shall sign the appropriate instrument evidencing withdrawal under this provision as deemed necessary or appropriate by the Manager. In the event such consent is not granted, the Member shall not be permitted to withdraw, and no notice to the Company shall effectuate such withdrawal.

7.3 Death, Incapacity, Bankruptcy or Dissolution of a Member. In the event of the death or incapacity of a Member, unless the Company is dissolved in accordance with Section 8.1(b), the legal or personal representative of the Member or the Member's estate and any heirs or trust or entity for the benefit of a single heir shall continue to be a Member and entitled to receive, with respect to such deceased or incapacitated Member's Units, the distributions and allocations of profits and losses to which such Member would be entitled together with all rights to act as a Member and vote as a Member as provided for herein. In no event shall the death or incapacity of a Member result in the transfer to more than one (1) transferee.

7.4 Intentionally Deleted.

7.5 Transfer.

(a) General. The Members acknowledge and agree that it is in the best interests of the Members and the Company that the transfer of any Units be restricted. No Member shall transfer any Units without the affirmative vote or written consent of the Manager, which affirmative vote or consent may be withheld in the sole and absolute discretion of the Manager.

(b) Further Restrictions on Transfers. In addition to other restrictions found in this Agreement, no Member shall transfer his/her Units:

(1) Without an opinion of counsel satisfactory to the Manager that such transfer complies with the requirement of, or is exempt from the requirements of, applicable state and federal securities law;

(2) Unless and until the Company receives from the assignee (i) all information, documents and agreements that may be reasonably required by the Company to effect the Transfer of the Units; (ii) an agreement to be bound by all the terms and provisions of this Agreement; and (iii) a transfer fee in the amount of all reasonable expenses incurred by the Company in connection with such Transfer (including, without limitation, all attorneys' fees incurred by the Company);

(3) Unless and until the Manager reasonably determines that such transfer will not result in the Company being deemed to be a publicly traded partnership within the meaning of Code Section 7704; and

(4) To more than one transferee, unless such transferees are already Members of the Company.

(c) Upon a transfer of Units in accordance with this Section 7.5, the transferee shall immediately become a Member and the Manager shall amend Exhibit B to reflect such transfer. The Members agree that the restrictions on the transfers of Units hereunder are fair and reasonable. Any transfer or attempted transfer of a Unit in violation of the terms of this Agreement shall be null and void and have no effect.

7.6 Purchase Price. The price of the Units to be purchased under this Agreement shall be $2,000.00 per Unit as disclosed in the PPM.

7.7 Redemption Right. At any time after the date that is eighteen (18) months from the date of the PPM, the Company shall have the option (the "Redemption Option"), but not the obligation, to repurchase and retire all, or any portion of, the Units from any one or more Members (each a "Selling Member") by delivering written notice (the "Redemption Notice") to the Selling Member. The purchase price for each Selling Member's interest shall be an amount equal to an annual cumulative, non-compounding 15% return on the Selling Member's capital contribution, plus a return of capital. The closing date for any such purchase shall occur no later than ninety (90) days after the date of such Redemption Notice. Following closing, the Selling Member shall cease to be a Member of the Company and shall have no further rights hereunder, including, but not limited to, the right to receive distributions.

8. DISSOLUTION

8.1 Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the affirmative vote or written consent of the Members in accordance with Section 3.7(b).

8.2 Winding Up and Liquidation.

(a) Upon the occurrence of an event set forth in Section 8.1 (a "Liquidating Event"), the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors and Members. No Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. The Manager (referred to in this Article 8 as, the "Liquidator"), shall be responsible for overseeing the winding up and dissolution of the Company and shall take full account of the Company's liabilities and property and the Company property shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom shall be applied and distributed in the following order:

(1) First, to the payment and discharge of all of the Company's debts and liabilities to its creditors.

(2) Second, to Members and former Members in satisfaction of liabilities for distributions under Section 507 or 509 of the Act; and

(3) The balance, if any, in accordance with Section 5.9(b).

(b) Notwithstanding the provisions of Section 8.2(a) which require liquidation of the assets of the Company, but subject to the order of priorities set forth therein, if prior to or upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company's assets would be impractical or would cause undue loss to the Members, the Liquidator may, in its sole and absolute discretion, defer for a reasonable time the liquidation of any assets except those necessary to satisfy liabilities of the Company (including those to Members as creditors) and/or distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 8.2(a), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distributions in kind shall be made only if, in the good faith judgment of the Liquidator, such distributions in kind are in the best interest of the Members, and shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operation of such properties at such time. The Liquidator shall determine the fair market value of any property distributed in kind using such reasonable method of valuation as it may adopt.

(c) In the discretion of the Liquidator, a pro rata portion of the distributions that would otherwise be made to the Members pursuant to this Article 8 may be:

(1) distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company or the Members arising out of or in connection with the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Liquidator, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; or

(2) withheld or escrowed to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld or escrowed amounts shall be distributed to the Members in the manner and order of priority set forth in Section 8.2(a) as soon as practicable.

8.3 Articles of Dissolution. Within ninety (90) days following the dissolution and the commencement of winding up of the Company, or at any other time there are no Members, articles of dissolution shall be filed with the New York Department of State pursuant to the Act.

8.4 Compliance with Timing Requirements of Regulations. In the event the Company is "liquidated" within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), distributions shall be made pursuant to this Article 8 to the Members who have positive Capital Accounts in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(2). If any Member has a deficit balance in his Capital Account (after giving effect to all contributions, distributions and allocations for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other Person for any purpose whatsoever.

8.5 Deemed Distribution and Recontribution. Notwithstanding any other provision of this Article 8, in the event the Company is considered liquidated within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), but no Liquidating Event has occurred, the Company's property shall not be liquidated, the Company's liabilities shall not be paid or discharged, and the Company's affairs shall not be wound up. Instead, for federal income tax purposes and for purposes of maintaining Capital Accounts pursuant to Exhibit C hereto, the Company shall be deemed to have distributed the property in kind to the Members, who shall be deemed to have assumed and taken such property subject to all Company liabilities, all in accordance with their respective Capital Accounts. Immediately thereafter, the Members shall be deemed to have re-contributed the Company property in kind to the Company, which shall be deemed to have assumed and taken such property subject to all such liabilities.

8.6 Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for the return of its Capital Account and shall have no right or power to demand or receive property other than cash from the Company. Except as otherwise provided in this Agreement, no Member shall have priority over any other Member as to the return of its Capital Account, distributions, or allocations.

9. GENERAL PROVISIONS

9.1 Notices. Except as otherwise provided in this Agreement or required by law, any notice, demand or other communication required or permitted to be given pursuant to this Agreement shall have been sufficiently given for all purposes if (i) delivered personally to the Person or to any executive officer of the Person to whom such notice, demand or other communication is directed, (ii) sent by first-class mail, postage prepaid, addressed to the Person at his/her/its last-known address, or (iii) sent via e-mail. In addition, any said notice shall be delivered to legal counsel for the Member or such other counsel at the address as a Member may designate from time to time by written notice to the Manager. All notices required herein shall be delivered as required herein to the Member and to his/her/its then applicable legal counsel. Except

as otherwise provided in this Agreement, any such notice shall be deemed to be given five (5) business days after it was mailed or, in the event of e-mail, on the day it was e-mailed.

9.2 Amendments. Except as expressly provided in Section 3.7(b) of this Agreement, the Manager shall have authority to amend this Agreement without the consent of Members.

9.3 Waiver. No failure of a Member to exercise, and no delay by a Member in exercising, any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No waiver by a Member of any such right or remedy under this Agreement shall be effective unless made in a writing duly executed by all Members and specifically referring to each such right or remedy being waived.

9.4 Severability. If any of the terms of this Agreement are declared to be illegal or unenforceable by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed deleted from this Agreement with respect to the jurisdiction of that court or tribunal, provided, however, that all the remaining terms hereof shall remain in full force and effect.

9.5 Binding Effect and Benefit. This Agreement shall be binding upon and inure to the benefit of all Members, and each of the permitted successors and assignees of the Members. No party may assign rights or delegate obligations hereunder except pursuant to the provisions hereof. This Agreement and the right of any party hereto or the Company to require any contribution or loan from any other party shall not be construed as conferring any right or benefit to or upon any other person or entity not a party to this Agreement, it being expressly understood that in entering into this Agreement, the parties did not intend to create any third-party beneficiaries of this Agreement.

9.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

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

9.8 PREI Share. Notwithstanding anything contained herein to the contrary, all Members and Managers of the Company (including the Company itself) hereby waive and release the Company, its Members, Managers, assignees, and agents from any and all restrictions on the sale of Units from any Member to PREIshare, LLC (or any of its affiliates or assignees, collectively "PREI") contained in the in this Agreement, including, without limitation, any right of first refusal, right of first offer, consent of the Manager, and consent of the Members ("Transfer Restrictions"). All Members and Managers hereby consent to the sale of any Units to PREI without the further need of any consent or compliance with any Transfer Restrictions. Upon the transfer of any such Units to PREI, PREI shall have all the rights (voting, capital account, information, vesting, preemptive, etc.) held or owed by the transferee of any such interests upon the closing of the acquisition of such interests by PREI as though the original owner had continuously owned such interests (i.e., PREI shall step into the shoes with respect to all rights and disclosed obligations of the transferring Member (assuming such Member continuously owned such interests, is not in

violation of (or did not violate) any Company agreements, obligations or commitments).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with the intent that it be effective as of the date first written above.

COMPANY:

THE HAMILTON RE FUND LLC

By: THE HAMILTON RE MANAGEMENT LLC
a New York limited liability company
Its: Manager

By: _____
Name: Anthony J. Cutaia
Its: Manager

[Counterpart Signature Page for Members to Follow]

[Counterpart Signature Page for Members]

MEMBER:

By:_____
Name:_____
Title:_____

EXHIBIT A – DEFINITIONS

1. DEFINITIONS

In this Agreement, the following terms shall have the meanings set forth below:

1.1 *"Act"* means the New York Limited Liability Company Law, as amended and in effect from time to time.

1.2 *"Agreement"* means this Amended and Restated Operating Agreement of the Company, together with all Exhibits hereto.

1.3 *"Articles of Organization"* means the Articles of Organization of the Company filed with the New York Department of State on September 30, 2020, as amended by that certain Certificate of Amendment of Articles of Organization filed on November 5, 2020.

1.4 *"Available Cash"* means, with respect to any period for which such calculation is being made:

(a) the sum of:

(1) the Company's Net Income or Net Loss (as the case may be) for such period (without regard to adjustments resulting from allocations described in Sections 2.1 through 2.5 of Exhibit D);

(2) Depreciation and all other non-cash charges deducted in determining Net Income or Net Loss for such period;

(3) the amount of any reduction in the reserves of the Company referred to in clause 1.4(b)(6) below (including, without limitation, reductions resulting because the Members determine such amounts are no longer necessary);

(4) the excess of proceeds from the sale, exchange, disposition, or refinancing of Company property for such period over the gain recognized from such sale, exchange, disposition, or refinancing during such period (excluding Terminating Capital Transactions); and

(5) all other cash received by the Company for such period that was not included in determining Net Income or Net Loss for such period;

(b) less the sum of:

(1) all principal debt payments made by the Company during such period;

(2) capital expenditures made by the Company during such period;

(3) investments made by the Company during such period in any entity (including loans made thereto) to the extent that such investments are not otherwise described in clauses (b)(1) or (b)(2), above;

(4) all other expenditures and payments not deducted in determining Net Income or Net Loss for such period;

(5) any amount included in determining Net Income or Net Loss for such period that was not received by the Company during such period;

(6) the amount of any increase in reserves during such period which the Manager determines to be necessary or appropriate in its sole and absolute discretion;

(7) the amount of any working capital accounts and other cash or similar balances which the Manager determines to be necessary or appropriate, in its sole and absolute discretion; and

(8) any amounts reinvested during the Investment Period or held for reinvestment during the Investment Period.

Notwithstanding the foregoing, Available Cash shall not include any cash received or reductions in reserves or take into account any disbursements made or reserves established, after commencement of the dissolution and liquidation of the Company.

1.5 *"Capital Account"* means the Capital Account maintained for a Member pursuant to Exhibit C.

1.6 *"Capital Contribution"* means, with respect to any Member, any cash or cash equivalents which such Member contributes to the Company pursuant to Sections 5.1 or 5.2 of the Agreement.

1.7 *"Code"* means the Internal Revenue Code of 1986, as amended and in effect from time to time, as interpreted by the applicable regulations thereunder. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of future law.

1.8 *"Company"* shall refer to The Hamilton RE Fund LLC.

1.9 *"Distribution"* means any cash and other property distributed to a Member by the Company from the operations of the Company.

1.10 *"Fiscal Year"* means the fiscal year of the Company, which shall be the year ending December 31.

1.11 "*Investment Period*" means that sixty (60) month period of time commencing on June 9, 2023, during which the Company may reinvest repayments of principal from the loans or returns of capital contributions from the Members.

1.12 *"Manager"* means the individual referenced in Section 4.3 of the Agreement, or any other Person elected by the Members to serve as a successor Manager of the Company in accordance with and pursuant to Sections 3.7 and 4.10 of the Agreement.

1.13 *"Member"* means each Person who or which executes a counterpart of this Agreement as a Member and each Person who or which may hereafter become a party to this Agreement.

1.14 *"Membership Interest"* means an ownership interest in the Company owned by a Member and includes any and all benefits to which the holder of such a Membership Interest may be entitled as provided in this Agreement, together with all obligations of such Person to comply with the terms and provisions of this Agreement. A Membership Interest may be expressed as a number of Units.

11.15 *"Net Income"* means, for any taxable period, the excess, if any, of the Company's items of income and gain for such taxable period over the Company's items of loss and deduction for such taxable period. The items included in the calculation of Net Income shall be determined in accordance with federal income tax accounting principles, subject to the specific adjustments provided for in Exhibit C.

1.16 *"Net Loss"* means, for any taxable period, the excess, if any, of the Company's items of loss and deduction for such taxable period over the Company's items of income and gain for such taxable period. The items included in the calculation of Net Loss shall be determined in accordance with federal income tax accounting principles, subject to the specific adjustments provided for in Exhibit C.

1.17 *"Percentage Interest"* means, as to a Member, its interest in the Company as determined by dividing the Units owned by such Member by the total number of Units then outstanding and as specified in Exhibit B of the Agreement, as such Exhibit may be amended from time to time.

1.18 *"Person"* means any corporation, governmental authority, limited liability company, partnership, trust, unincorporated association or other entity.

1.19 *"PPM"* means that certain Amended and Restated Confidential Private Placement Memorandum of the Company dated June 9, 2023, including all exhibits attached thereto, together with and as amended by any supplements and exhibits thereto.

1.20 *"Regulations"* means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

1.21 *"Terminating Capital Transaction"* means any sale or other disposition of all or substantially all of the assets of the Company or a related series of transactions that, taken together, result in the sale or other disposition of all or substantially all of the assets of the Company.

1.22 *"Unit"* means a fractional, undivided share of the Membership Interests of all Members. The number of Units outstanding and the Percentage Interest in the Company

represented by such Units are set forth in Exhibit B of the Agreement, as such Exhibit may be amended from time to time. The ownership of Units shall be evidenced by such form of certificate for units as the Manager adopts from time to time, if any.

END OF EXHIBIT A

EXHIBIT B – MEMBERS

As of June 9, 2023

Name	**Address**	**Number of Units**	**Capital Contribution**	**Percentage Interest (Assuming Fully Subscribed)**
[Individual Members' Names Redacted]	[Individual Members' Addresses Redacted]	30,000	$60,000,000	100%

EXHIBIT C – TAX DEFINITIONS AND CAPITAL ACCOUNT MAINTENANCE

1. DEFINITIONS

For purposes of the Agreement, including the Exhibits thereto, the following terms shall have the following meanings:

1.1 *"Adjusted Capital Account"* means the Capital Account maintained for each Member as of the end of each Company taxable year (i) increased by any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5) and (ii) decreased by the items described in 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). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

1.2 *"Adjusted Capital Account Deficit"* means, with respect to any Member, the deficit balance, if any, in such Member's Adjusted Capital Account as of the end of the relevant Company taxable year.

1.3 *"Adjusted Property"* means any property the Carrying Value of which has been adjusted pursuant to this Exhibit C. Once an Adjusted Property is deemed distributed by, and re-contributed to, the Company for federal income tax purposes upon a termination thereof pursuant to Section 708 of the Code, such property shall thereafter constitute a Contributed Property until the Carrying Value of such property is further adjusted pursuant to this Exhibit C.

1.4 *Intentionally Deleted.*

1.5 *"Book-Tax Disparities"* means, with respect to any item of Contributed Property or Adjusted Property, as of the date of any determination, the difference between the Carrying Value of such Contributed Property or Adjusted Property and the adjusted basis thereof for federal income tax purposes as of such date. A Member's share of the Company's Book-Tax Disparities in all of its Contributed Property and Adjusted Property will be reflected by the difference between such Member's Capital Account balance as maintained pursuant to this Exhibit C, and the hypothetical balance of such Member's Capital Account computed as if it had been maintained strictly in accordance with federal income tax accounting principles.

1.6 *"Carrying Value"* means (i) with respect to a Contributed Property or Adjusted Property, the 704(c) value of such property, reduced (but not below zero) by all Depreciation with respect to such Property charged to the Members' Capital Accounts following the contribution of or adjustment with respect to such Property, and (ii) with respect to any other Company property, the adjusted basis of such property for federal income tax purposes, all as of the time of determination. The Carrying Value of any property shall be adjusted from time to time in accordance with this Exhibit C, and to reflect changes, additions or other adjustments to the Carrying Value for dispositions and acquisitions of Company properties, as deemed appropriate by the Manager.

1.7 *"Company Minimum Gain"* means "partnership minimum gain" within the meaning set forth in Regulations Section 1.704-2(b)(2), and the amount of Company Minimum Gain, as well as any net increase or decrease in a Company Minimum Gain, for a Company taxable year shall be determined in accordance with the rules of Regulations Section 1.704-2(d).

1.8 *"Contributed Property"* means each property or other asset, in such form as may be permitted by the Act, but excluding cash, contributed or deemed contributed to the Company (including deemed contributions to the Company on termination and reconstitution thereof pursuant to Section 708 of the Code). Once the Carrying Value of a Contributed Property is adjusted pursuant to this Exhibit C, such property shall no longer constitute a Contributed Property for purposes of this Exhibit C but shall be deemed an Adjusted Property for such purposes.

1.9 *"Member Minimum Gain"* means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations Section 1.704-2(i)(3).

1.10 *"Member Nonrecourse Debt"* means "partner nonrecourse debt" within the meaning set forth in Regulations Section 1.704-2(b)(4).

1.11 *"Member Nonrecourse Deductions"* means "partner nonrecourse deductions" within the meaning set forth in Regulations Section 1.704-2(i)(2), and the amount of Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt for a Company taxable year shall be determined in accordance with the rules of Regulations Section 1.704-2(i)(2).

1.12 *"Nonrecourse Built-in Gain"* means, with respect to any Contributed Properties or Adjusted Properties that are subject to a mortgage or negative pledge securing a Nonrecourse Liability, the amount of any taxable gain that would be allocated to the Members pursuant to Section 3.2 of Exhibit D if such properties were disposed of in a taxable transaction in full satisfaction of such liabilities and for no other consideration.

1.13 *"Nonrecourse Deductions"* has the meaning set forth in Regulations Section 1.704-2(b)(1), and the amount of Nonrecourse Deductions for a Company taxable year shall be determined in accordance with the rules of Regulations Section 1.704-2(c).

1.14 *"Nonrecourse Liability"* has the meaning set forth in Regulations Section 1.752-1(a)(2).

1.15 *"Recapture Income"* means any gain recognized by the Company upon the disposition of any property or asset of the Company, which gain is characterized as ordinary income because it represents the recapture of deductions previously taken with respect to such property or asset.

1.16 *"Residual Gain"* or *"Residual Loss"* means any item of gain or loss, as the case may be, of the Company recognized for federal income tax purposes resulting from a sale, exchange or other disposition of Contributed Property or Adjusted Property, to the extent such item of gain or loss is not allocated pursuant to Section 3.2(a)(1) or Section 3.2(b)(1) of Exhibit D to eliminate Book-Tax Disparities.

1.17 *Intentionally Deleted.*

1.18 *"Unrealized Gain"* attributable to any item of Company property means, as of any date of determination, the excess, if any, of (i) the fair market value of such property (as determined under this Exhibit C) as of such date, over (ii) the Carrying Value of such property (prior to any adjustment to be made pursuant to this Exhibit C) as of such date.

1.19 *"Unrealized Loss"* attributable to any item of Company property means, as of any date of determination, the excess, if any, of (i) the Carrying Value of such property (prior to any adjustment to be made pursuant to this Exhibit C) as of such date, over (ii) the fair market value of such property (as determined under this Exhibit C) as of such date.

2. CAPITAL ACCOUNTS OF THE MEMBERS

2.1 The Company shall maintain for each Member a separate Capital Account in accordance with the rules of Regulations Section 1.704-1(b)(2)(iv). Such Capital Account shall be increased by (i) the amount of all Capital Contributions and any other deemed contributions made by such Member to the Company pursuant to this Agreement and (ii) all items of Company income and gain (including income and gain exempt from tax) computed in accordance with Section 2.2 hereof and allocated to such Member pursuant to Exhibit D, and decreased by (x) the amount of cash of all actual and deemed distributions of cash or property made to such Member pursuant to this Agreement and (y) all items of Company deduction and loss computed in accordance with Section 2.2 hereof and allocated to such Member pursuant to Exhibit D.

2.2 For purposes of computing the amount of any item of income, gain, deduction or loss to be reflected in the Members' Capital Accounts, unless otherwise specified in this Agreement, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for federal income tax purposes determined in accordance with Section 703(a) of the Code (for this purpose all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

(a) Except as otherwise provided in Regulations Section 1.704-1(b)(2)(iv)(m), the computation of all items of income, gain, loss and deduction shall be made without regard to any election under Section 754 of the Code which may be made by the Company, provided that the amounts of any adjustments to the adjusted bases of the assets of the Company made pursuant to Section 734 of the Code as a result of the distribution of property by the Company to a Member (to the extent that such adjustments have not previously been reflected in the Members' Capital Accounts) shall be reflected in the Capital Accounts of the Members in the manner and subject to the limitations prescribed in Regulations Section 1.704-1(b)(2)(iv)(m)(4).

(b) The computation of all items of income, gain, and deduction shall be made without regard to the fact that items described in Sections 705(a)(1)(B) or 705(a)(2)(B) of the Code are not includable in gross income or are neither currently deductible nor capitalized for federal income tax purposes.

(c) Any income, gain or loss attributable to the taxable disposition of any Company property shall be determined as if the adjusted basis of such property as of such date of disposition were equal in amount to the Company's Carrying Value with respect to such property as of such date.

(d) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year.

(e) In the event the Carrying Value of any Company Asset is adjusted pursuant to Section 2.4 hereof, the amount of any such adjustment shall be taken into account as gain or loss from the disposition of such asset.

(f) Any items specifically allocated under Article 3 of Exhibit D shall not be taken into account.

2.3 Generally, a transferee (including an Assignee) of a Unit shall succeed to a pro rata portion of the Capital Account of the transferor; provided, however, that, if the transfer causes a termination of the Company under Section 708(b)(1)(B) of the Code, the Company's properties shall be deemed solely for federal income tax purposes, to have been distributed in liquidation of the Company to the holders of Units (including such transferee) and re-contributed by such Persons in reconstitution of the Company. In such event, the Carrying Values of the Company properties shall be adjusted immediately prior to such deemed distribution pursuant to Section 2.4(b) hereof. The Capital Accounts of such reconstituted Company shall be maintained in accordance with the principles of this Exhibit C.

2.4 (a) Consistent with the provisions of Regulations Section 1.704-1(b)(2)(iv)(f), and as provided in Section 2.4(b) hereof, the Carrying Value of all Company assets shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Company property, as of the times of the adjustments provided in Section 2.4(b) hereof, as if such Unrealized Gain or Unrealized Loss had been recognized on an actual sale of each such property and allocated pursuant to Exhibit D.

(b) Such adjustments shall be made as of the following times:

(1) immediately prior to the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution;

(2) immediately prior to the distribution by the Company to a Member of more than a de minimis amount of property as consideration for an interest in the Company; and

(3) immediately prior to the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g);

provided, however, that adjustments pursuant to clauses (1) and (2) above shall be made only if the Manager determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company.

(c) In accordance with Regulations Section 1.704-1(b)(2)(iv)(e), the Carrying Value of Company assets distributed in kind shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Company property, as of the time any such asset is distributed.

(d) In determining Unrealized Gain or Unrealized Loss for purposes of this Exhibit C, the aggregate cash amount and fair market value of all Company assets (including cash or cash equivalents) shall be determined and allocated among the assets of the Company by the Manager, or in the case of a liquidating distribution pursuant to Article 8 of the Agreement, by the Liquidator, using such reasonable methods of valuation as they or it, as the case may be, may adopt.

2.5 The provisions of this Agreement (including this Exhibit C, and other Exhibits to the Agreement) relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Manager shall determine that it is prudent to modify (i) the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company, or any Member are computed or (ii) the manner in which items are allocated among the Members for federal income tax purposes in order to comply with such Regulations or to comply with Section 704(c) of the Code, the Manager may make such modification without regard to Article 5 of the Agreement, provided that it is not likely to have a material effect on the amounts distributable to any Person pursuant to Article 8 of the Agreement upon the dissolution of the Company. The Manager also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b). In addition, the Manager may adopt and employ such methods and procedures for (i) the maintenance of book and tax capital accounts, (ii) the determination and allocation of adjustments under Sections 704(c), 734 and 743 of the Code, (iii) the determination of Net Income, Net Loss, taxable income, taxable loss and items thereof under this Agreement and pursuant to the Code, (iv) the adoption of reasonable conventions and methods for the valuation of assets and the determination of tax basis, (v) the allocation of asset value and tax basis, and (vi) conventions for the determination of cost recovery, depreciation and amortization deductions, as the Manager determines in his or their sole discretion are necessary or appropriate to execute the provisions of this Agreement and to comply with federal and state tax laws.

3. NO INTEREST

No interest shall be paid by the Company on Capital Contributions or on balances in Members' Capital Accounts.

4. NO WITHDRAWAL

No Member shall be entitled to withdraw any part of his Capital Contribution or his Capital Account or to receive any distribution from the Company, except as provided in Articles 5 and 8 of the Agreement.

END OF EXHIBIT C

EXHIBIT D – ALLOCATION RULES

1. REGULAR ALLOCATION RULES.

Except as otherwise provided in this Exhibit D, the Company's items of income, gain, loss and deduction (computed in accordance with Exhibit C) shall be allocated among the Members in each taxable year (or portion thereof) as follows:

1.1 Net Income shall be allocated to the Members in accordance with their respective Percentage Interests;

1.2 After giving effect to the special allocations set forth in Article 2 of this Exhibit D, Net Losses shall be allocated to the Members in accordance with their respective Percentage Interests;

1.3 For purposes of Regulations Section 1.752-3(a), the Members agree that Nonrecourse Liabilities of the Company in excess of the sum of (i) the amount of Company Minimum Gain and (ii) the total amount of Nonrecourse Built-in Gain shall be allocated among the Members in accordance with their respective Percentage Interests; and

1.4 Any gain allocated to the Members upon the sale or other taxable disposition of any Company asset shall to the extent possible, after taking into account other required allocations of gain pursuant to Article 2 of this Exhibit D, be characterized as Recapture Income in the same proportions and to the same extent as such Members have been allocated any deductions directly or indirectly giving rise to the treatment of such gains as Recapture Income.

2. SPECIAL ALLOCATION RULES

Notwithstanding any other provision of the Agreement or this Exhibit D, the following special allocations shall be made in the following order:

2.1 Minimum Gain Chargeback. Notwithstanding the provisions of the Agreement or any other provisions of this Exhibit D, if there is a net decrease in Company Minimum Gain during any Company taxable 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, as determined under Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Section 1.704-2(f)(6). This Section 2.1 is intended to comply with the minimum gain chargeback requirements in Regulations Section 1.704-2(f) and shall be interpreted consistently therewith. Solely for purposes of this Section 2.1, each Member's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to Article 1 of this Exhibit D of Member Minimum Gain during such Company taxable year.

2.2 Member Minimum Gain Chargeback. Notwithstanding any of the provisions of the Agreement or any other provisions of this Exhibit D (except Section 2.1 hereof), if there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Debt during any Company taxable year, each Member who has a share of the Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), 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 Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Section 1.704-2(i)(4). This Section 2.2 is intended to comply with the minimum gain chargeback requirement in such Section of the Regulations and shall be interpreted consistently therewith. Solely for purposes of this Section 2.2, each Member's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to Article 1 of this Exhibit D with respect to such Company taxable year, other than allocations pursuant to Section 2.1 hereof.

2.3 Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations or distributions described in 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), and after giving effect to the allocations required under Sections 2.1 and 2.2 hereof, such Member has an Adjusted Capital Account Deficit, items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income and gain for the Company taxable year) shall be specifically allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, its Adjusted Capital Account Deficit created by such adjustments, allocations or distributions as quickly as possible.

2.4 Nonrecourse Deductions. Nonrecourse Deductions for any Company taxable year shall be allocated to the Members in accordance with their respective Percentage Interests. If the Manager determines in his or her good faith discretion that the Company's Nonrecourse Deductions must be allocated in a different ratio to satisfy the safe harbor requirements of the Regulations promulgated under Section 704(b) of the Code, the Manager is authorized to revise the prescribed ratio to the numerically closest ratio for such Company taxable year which would satisfy such requirements.

2.5 Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Company taxable year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i).

2.6 Code Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to 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 item of 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 Regulations.

2.7 Curative Allocations. The allocations set forth in Section 2.1 through 2.6 of this Exhibit D (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations under Section 704(b) of the Code. The Regulatory Allocations may not be consistent with the manner in which the Members intend to divide Company distributions. Accordingly, the Manager is hereby authorized to divide other allocations of income, gain, deduction and loss among the Members so as to prevent the Regulatory Allocations from distorting the manner in which Company distributions will be divided among the Members. In general, the Members anticipate that this will be accomplished by specially allocating other items of income, gain, loss and deduction among the Members so that the net amount of the Regulatory Allocations and such special allocations to each person is zero. However, the Manager will have discretion to accomplish this result in any reasonable manner; provided, however, that no allocation pursuant to this Section 2.7 shall cause the Company to fail to comply with the requirements of Regulations Sections 1.704-1(b)(2)(ii)(d), -2(e) or -2(i).

3. ALLOCATIONS FOR TAX PURPOSES

3.1 Except as otherwise provided in this Article 3, for federal income tax purposes, each item of income, gain, loss and deduction shall be allocated among the Members in the same manner as its correlative item of "book" income, gain, loss or deduction is allocated pursuant to Articles 1 and 2 of this Exhibit D.

3.2 In an attempt to eliminate Book-Tax Disparities attributable to a Contributed Property or Adjusted Property, items of income, gain, loss, and deduction shall be allocated for federal income tax purposes among the Members as follows:

(a) In the case of a Contributed Property, such items attributable thereto shall:

(i) be allocated among the Members consistent with the principles of Section 704(c) of the Code and the Regulations thereunder to take into account the variation between the 704(c) value of such property and its adjusted basis at the time of contribution; and

(ii) any item of Residual Gain or Residual Loss attributable to a Contributed Property shall be allocated among the Members in the same manner as its correlative item of "book" gain or loss is allocated pursuant to Articles 1 and 2 of this Exhibit D.

(b) In the case of an Adjusted Property, such items shall:

(i) first, be allocated among the Members in a manner consistent with the principles of Section 704(c) of the Code and the Regulations thereunder to take into account the Unrealized Gain or Unrealized Loss attributable to such property and the allocations thereof pursuant to Exhibit C, and

(ii) second, in the event such property was originally a Contributed Property, be allocated among the Members in a manner consistent with Section 3.2(a) of this Exhibit D; and

(iii) any item of Residual Gain or Residual Loss attributable to an Adjusted Property shall be allocated among the Members in the same manner its correlative item of "book" gain or loss is allocated pursuant to Articles 1 and 2 of this Exhibit D.

(c) all other items of income, gain, loss and deduction shall be allocated among the Members in the same manner as their correlative item of "book" gain or loss is allocated pursuant to Articles 1 and 2 of this Exhibit D.

3.3 To the extent that the Treasury Regulations promulgated pursuant to Section 704(c) of the Code permit the Company to utilize alternative methods to eliminate the disparities between the Carrying Value of property and its adjusted basis, the Manager shall have the authority to elect the method to be used by the Company and such election shall be binding on all Members. It is anticipated that the Manager will elect the "traditional method" under Section 704(c) of the Code with respect to property contributed as of the date hereof.

4. NO WITHDRAWAL

No Member shall be entitled to withdraw any part of his Capital Contribution or his Capital Account or to receive any distribution from the Company, except as provided in Articles 5 and 8 of the Agreement.

END OF EXHIBIT D

OPERATING AGREEMENT

OF

THE HAMILTON RE FUND LLC

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EXHIBIT B

PROJECT OWNER OPERATING AGREEMENT

[See Attached]

OPERATING AGREEMENT

OF

_____ LLC

This Operating Agreement (this "Agreement"), is dated and intended to be effective as of _____, and is made by and among the undersigned.

RECITALS

WHEREAS, a New York limited liability company known as _____ LLC (the "Company") was formed pursuant to the Act, defined below; and

WHEREAS, the undersigned parties desire to join as members and establish their respective rights and obligations pursuant to the Act in connection with the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. DEFINITIONS

The terms defined in Exhibit A hereto shall have the meanings therein specified for the purposes of this Agreement. All references in this Agreement to a Section, Schedule or Exhibit shall be deemed to mean the respective Section, Schedule or Exhibit of this Agreement.

2. ORGANIZATION

2.1 Formation. On _____, Anthony J. Cutaia caused the formation of the Company pursuant to the Act, by directing Michael Schiavone, Esq. to file Articles of Organization with the New York Department of State.

2.2 Operating Agreement.

(a)23 This Agreement, including all of the Schedules and Exhibits hereto, shall constitute the "Operating Agreement" of the Company as such term is used in the Act.

(b) Each of the Members, by executing this Agreement as Members, agrees to join in and to be bound by the terms of this Agreement and to abide by all of its provisions.

2.4 Purposes. The Company is formed for the purposes of acquiring, developing, managing, leasing, financing, refinancing, selling, exchanging, or otherwise investing in, disposing of or dealing with interests in real property located at _____ (the "Property") and improvements thereon, and to do any and all other things, necessary, customary, related or incidental to any of the foregoing, in order to develop, own and manage in any manner of real estate development on the Property and to conduct any other lawful business or activity whatsoever as is permitted by applicable law and is determined from time to time by the Manager.

3. MEMBERS

313.1 Members. The names and addresses of the Members are as set forth in Schedule A. The Members' Membership Units shall not be evidenced by certificates unless pursuant to future action of the Company. The assignment or transfer of any or all such Membership Interests shall be subject to any restrictions set forth in this Agreement, which restrictions, if any, shall be noted conspicuously on the face of such certificate, if any. Any sale or transfer in violation of such restrictions shall be void. A Membership Interest in the Company shall constitute a "security" within the meaning of, and be governed by, Article 8 of the Uniform Commercial Code (including Section 8-102(a)(15) thereof) as in effect from time to time in the State of New York.

3.2 Additional Members

a(a) A Person may be admitted as a Member after the date of this Agreement upon a vote of the Members in accordance with Section 3.7. At the time of such vote, the Members shall also determine the Capital Contribution to be made by such Person and the number and type of Membership Units to be allocated to such Person upon admission as a Member.

(b) Notwithstanding the foregoing, no Person shall become a Member until such time as that Person has (i) executed and filed with the Company a written instrument satisfactory to the Managers agreeing to become a party to this Agreement and (ii) made the Capital Contribution determined by the Members in accordance with Section 3.2(a).

(c) Upon the admission of an additional Member in accordance with this Section 3.2, the Managers shall amend Schedule A to reflect the admission of such additional Member.
d

3.3 Books and Records. The Company shall keep books and records of accounts and minutes of all meetings of the Members as well as all other financial books, records, reports and documentation prepared in the normal course of business for a company engaged in the development and management of real estate. Such books and records shall be maintained on a cash basis in accordance with this Agreement. The Company shall provide to Members copies of bank statements on a monthly basis and internally prepared operating statements on a quarterly basis.

3.4 Information. Each Member may inspect during ordinary business hours and at the principal place of business of the Company, the Articles of Organization, this Agreement, the minutes of any meeting of the Members, the documentation to be prepared in accordance with Section 3.3 and any tax returns of the Company for the immediately preceding three Fiscal Years.

3.5 Meetings of Members. The Members shall meet annually and at such other times as are determined in accordance with the Operating Procedures set forth in Exhibit B. Meetings of Members shall be conducted in accordance with the Operating Procedures set forth in Exhibit B.
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3.7 Voting Agreements. An agreement between two or more Members, if in writing and signed by the parties thereto, may provide that in exercising any voting rights, the

Membership Units held by them shall be voted as therein provided, or as they may agree, or as determined in accordance with a procedure agreed upon by them.

3.7 Action by Vote of the Members. The Members shall have only those rights with respect to the management of the property, business and affairs of the Company, and such other powers, as are specified in this Agreement or the Act notwithstanding this Agreement. Except as specifically provided to the contrary in this Agreement, a Member's right to vote with respect to a matter, contract or transaction shall not be affected by the fact that such Person is interested in the matter, contract or transaction subject to a requirement that all contracts or transactions between the Company and a Member shall be based on terms and conditions that are commercially reasonable to the Company. Any act of the Members where the Members are required or permitted to vote or otherwise act shall be determined by a vote of the Members holding at least a majority of the Percentage Interests in the Company; unless otherwise provided in Section 3.8 or elsewhere in this Agreement.

3.8 Member Vote to Remove Manager. Any vote of the Common Members to remove or replace the Manager, increase the number of Managers or fill a vacancy of the position of Manager shall be determined by a vote of the Members holding at least a majority of the Common Percentage Interests in the Company.

4. MANAGEMENT

4.1 Management.

(a) The Company's business shall be managed by the Managers. Except where the Members' approval is expressly required by this Agreement or by the Act notwithstanding this Agreement, the Managers shall have full authority, power and discretion to make all decisions with respect to the Company's business and to perform such other services and activities as set forth in this Agreement. Every Manager shall be an agent of the Company for its business purposes and each Manager may bind the Company in carrying out business decisions made in the ordinary course of business of the Company, provided that (i) the Managers, by unanimous consent, shall have approved said action in accordance with this Agreement, or the Act notwithstanding this Agreement; or (ii) the Managers, by unanimous consent, shall have delegated to any one or more Managers the responsibility to carry out certain actions to be taken by such Manager(s) in accordance with this Agreement or the act notwithstanding this Agreement; or (iii) the business entered into by a Manager is in the ordinary course of business of the Company or within the powers of the Managers provided for in Section 4.4, and the person with whom said Manager is dealing has no knowledge that the action has not been so approved by the Members. Unless otherwise expressly authorized by this Agreement or the Members as set forth herein, the act of a Manager that is not apparently for carrying on the Company's business in the ordinary course shall not bind the Company.

(b) Except as otherwise expressly provided in this Agreement or the Act notwithstanding this Agreement, the Members shall have no right to control or manage, nor shall they take any part in the control or management of, the property, business or affairs of the Company, but they may exercise the rights and powers of Members under this Agreement, including, without limitation, the right to approve certain matters as provided herein.

4.2 Duty of Managers. Each Manager shall at all times perform his or her duties as a Manager in good faith and with that degree of care that an ordinarily prudent person in a like position would use under similar circumstances. In performing his or her duties, a Manager shall be entitled to rely on information, opinions, reports and statements, including, without limitation, financial statements and other financial data, in each case prepared by any Person as to matters the Managers reasonably believe are within such Person's professional or expert competence.

4.3 Number, Tenure and Qualifications of Managers. The Company shall initially have one Manager. The initial Manager shall be Anthony J. Cutaia, whose term will continue until the earlier of the following:

(a) The death or withdrawal of the Manager;

(b) A vote of the Members to the removal of said named Manager, as provided in Section 3.8 above;

(c) If the Manager is also a Member, the transfer of such Manager's Membership Interest in the Company; or

(d) If the Manager owns an Equity Interest, as defined in Section 7.9, in a Member, the transfer of either: (i) the entire Membership Interest in the Company held by a Member in which such Manager owns an Equity Interest; or (ii) such Manager's Equity Interest in the Member.

4.4 Powers of Managers. Without limiting the generality of Section 4.1, but subject to Sections 3.7, 3.8, 4.9, and 4.13, the Managers shall have the power and authority, upon unanimous consent of the Managers, to act on behalf of the Company or to cause any company of which the Company is the sole member to act to: (a) purchase, lease, sell, lease or otherwise dispose of the Property or any other property, real or personal; (b) borrower money (and any refinancing of such borrowings), or mortgage, pledge, grant a security interest in or other encumbrances on any of the Company's property, including the Property, real or personal; (c) open bank accounts or otherwise invest funds of the Company; (d) sell, dispose of, trade or exchange the assets of the Company; (e) purchase insurance on businesses and assets of the Company; (f) commence or defend lawsuits and other proceedings; (g) enter into any and all agreements, instruments or other writings, for any purpose in the ordinary course of business; (h) execute or modify leases with respect to any part or all of its assets; (i) retain accountants, attorneys or other agents; (j) execute any and all other instruments and documents which may be necessary or, in the reasonable opinion of the Manager, desirable to carry out the intent and purpose of this Agreement; (k) make any and all expenditures which the Manager, in his sole discretion, deems necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of its obligations and responsibilities under this Agreement; (l) enter into any kind of activity necessary to, or in connection with, or incidental to the accomplishment of its purposes; and (m) take any other lawful action that the Manager considers necessary, convenient or advisable in connection with any business of the Company or of any company of which the Company is a member.

4.5 No Exclusive Duty to Company. A Manager shall not be required to manage the Company as his sole and exclusive function and he may have other business interests and may engage in and shall incur no liability to the Company or any Member for other activities in addition to those relating to the Company. Neither the Company nor any Member shall have

any right pursuant to this Agreement to share or participate in such other business interests or activities or to the income or proceeds derived therefrom.

4.6 Limitation of Liability. Except as otherwise required by the Act, no Manager shall be liable to the Company or any Member for any loss or damage sustained by the Company or any Member unless the Manager has failed to comply with Section 4.2 with respect to the actions or occurrences giving rise to such loss or damage.

4.7 Indemnification. To the maximum extent permitted under the Act, the Company shall indemnify and hold harmless each Manager from and against all claims and demands.

4.8 Resignation. Any Manager may resign at any time on written notice to the Company. The resignation of any Manager shall take effect upon receipt of such notice or at any later time specified in such notice. The resignation of the Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

44.9 Action by Managers. The Managers shall manage the Company by as more specifically provided for in the Operating Procedures set forth in Exhibit B.

4.10 Vacancies. Upon the resignation, withdrawal, death, or removal of Manager, the Common Members shall elect the successor Manager by a vote pursuant to Section 3.8 above. A Manager elected to fill a vacancy shall hold office until the expiration of such term; as provided for in Section 4.3.

44.11 Salaries. The Managers shall be entitled to reimbursement of any expenses which it incurs on behalf of the Company. In addition, salary or compensation for the Managers may be paid by the Company as approved by the Members in accordance with Section 3.7.

4.12 Intentionally Omitted.

4.13 Voting While Membership Interest Diluted. Irrespective of the provisions in Article 4 herein requiring unanimous consent by Managers for the carrying out of business as outlined in this section, in the event that the Membership Interest of any Member has been diluted as provided in Section 5.3 herein, and until such time as said Membership Interest is restored as provided in Section 5.3(d), any provisions of this Agreement requiring the unanimous consent of the Managers are automatically modified to provide that the vote of a majority of the Managers shall be required to authorize all of the actions outlined in such provisions.

4.14 Amendments. The Articles of Organization or this Agreement may be amended only by the vote or written consent of the Members holding a majority of the Membership Units.

4.15. Guarantee of Company Loans. If, in order to facilitate borrowing by the Company of loans secured by mortgages on the Company's assets, one or more of the Managers, Members or principals of Members is required by the lender to personally guarantee such loans; and such Manager or Member or principal of Member agrees to do so; the non-guaranteeing Members agree to personally execute a cross indemnification agreement in the form attached hereto as Exhibit E to indemnify the guaranteeing party against loss, pro rata.

4.16. Management of the Property. The Members agree that RANE Property Management LLC of Amherst, New York ("RANE"), or at RANE's election any successor property management company owned or controlled by Anthony J. Cutaia, shall be the initial property manager of the Property; and shall continue as such until the withdrawal or resignation by RANE. RANE's property management fee shall be 4% of the gross rents from the Property, paid monthly. The fee shall be net of all costs. The Members hereby agree, pursuant to Section 3.6 that in exercising any voting rights, the Membership Units held by them shall be voted as herein provided; and the Members hereby direct the Managers to enter into a commercially reasonable property management agreement with RANE on behalf of the Company. RANE is deemed by the Members to be a third party beneficiary of this Agreement for the purpose of carrying out the provisions of this Section.

4.17 Asset Management. In addition to the management fee set forth above, the Members agree that RANE shall be paid an asset management fee equal to one (1%) percent of the gross rents from the Property (the "Asset Management Fee"). In exchange for the Asset Management Fee, RANE shall communicate with the Members by distributing regular performance reports as to the operations of the Property, managing the Property's finances and arrange for distributions to Members.

5. CAPITAL CONTRIBUTIONS, ALLOCATIONS AND DISTRIBUTIONS

5.1 Capital Contributions. At the time of the execution of this Agreement, the Members shall make the Capital Contributions set forth in Schedule A and all Capital Accounts and Membership Units shall be established accordingly. Each Member shall own Preferred Membership Units and/or Common Membership Untis in the amounts set forth for such Member in Schedule A and shall have a Percentage Interest in the Company as set forth in Schedule A. Schedule A shall be amended from time to time by the Managers to the extent necessary to accurately reflect redemptions, Capital Contributions, the issuance of additional Membership Units, the admission of additional Members, or similar events having an effect on any item set forth therein. Except as provided in Sections 5.2 or 5.5 hereof or elsewhere herein, the Members shall have no obligation to make any additional Capital Contributions or loans to the Company.

5.2 Additional Capital Contribution.

(a) To the extent that a shortfall exists between Company's revenues (including proceeds from loans from Members or other loans) and Company expenses, then, upon the approval of the Members in accordance with Section 3.7, each Member shall be required to pay to the Company its proportional share of any shortfall based upon each Members' Membership Interest as an additional Capital Contribution (a "Shortfall Capital Call").

(b) In addition to the above, the occurrence of one or more of the following events shall be deemed a capital call to be effective without a vote of the Members (a "Critical Capital Call"), the same to be approved by the Managers. Said Critical Capital Call is to be an amount necessary to cure the following conditions causing the Critical Capital Call:

(i) any event or condition with which the passage of time will or may cause a lien to attach to any of the assets of the Company;

(ii) a default or late payment on any loan or indebtedness which binds the Company;

(iii) the late payment of any taxes due by the Company, including, without limitation, any real property taxes;

(iv) any emergency repairs identified by a majority of the Managers to require prompt attention;

(v) the repair of any casualty to the Property or any property owned by the Company, which casualty is unfunded or under-funded by insurance;

(vi) any other event which, under any then-existing loan or mortgage agreement, will or may cause an event of default upon the passage of time.

The term "Additional Capital Contribution," as used herein, shall include contributions to meet a Shortfall Capital Call or a Critical Capital Call, or both.

(c) Notwithstanding the above, any Member receiving a Preferred Return shall have the option of reducing his or its share of the Shortfall Capital Call or Critical Capital Call by reducing, on a dollar for dollar basis, the amount of the Preferred Return.

5.3 Failure to Pay an Additional Capital Contribution.

(a) Following written notice of a Shortfall Capital Call or Critical Capital Call as noted above from a Manager which sets for the amount of the Shortfall Capital Call or Critical Capital Call and the condition causing such Shortfall Capital Call or Critical Capital Call, the required Additional Capital Contribution shall be made by the Members having a percentage interest in the Company within ten (10) days of receipt of the written notice. The notice of a demand for an Additional Capital Contribution shall state whether it is for a Shortfall Capital Call or a Critical Capital Call. Upon the failure of a Member to make timely payment of an Additional Capital Contribution, the Managers or any one of them shall issue an additional notice to the defaulting Member (the "Second Notice").

(b) In the event that a defaulting Member fails to pay an Additional Capital Contribution within three (3) days after the Second Notice, then the Managers or any one of them shall request the non-defaulting Members to pay the unpaid amount of the defaulting Member's Additional Capital Contribution (the "Unpaid Contribution") pro-rata based on the total Membership Interest of the non-defaulting Members. Any amount paid by a non-defaulting Member by making an Additional Capital Contribution to fund an Unpaid Contribution shall be treated as an Additional Capital Contribution by the contributing Member and the Company shall increase the contributing Member's Percentage Interest and decrease the defaulting Member's Percentage Interest by two to one dilution and Schedule A shall be amended accordingly.

(c) By way of example to illustrate the possibility that a Member defaults on an Additional Capital Contribution, assume the following:

(i) The Company has three equal Members (A, B, and C) each with a one-third (1/3rd) Percentage Interest;

(ii) Each Member to date has contributed $300,000 for a total of all Capital Contributions to date of $900,000;

(iii) Managers make a capital call of $300,000 requiring each Member to contribute an additional $100,000;

(iv) Member B is unable or unwilling to contribute the required additional $100,000; and

(v) Then Members A and C shall participate equally by contributing the additional $50,000 each. Each non-defaulting contributing Member shall then receive additional Percentage Interests and dilute defaulting Member B. If Members A and C choose to dilute B's Percentage Interest, then the dilution is calculated as follows:

(A) Take the total Capital Contributions to date ($900,000) and add to it the additional Capital Contribution being called for by the Managers ($300,000) to arrive at a total Capital Contribution to date ($1,200,000). Divide the defaulting Member B's required Capital Contribution of $100,000 by the total Capital Contribution to date of $1,200,000 ($100,000/$1,200,000) and then multiply by 2 to arrive at 1/6. This 1/6 percentage interest is then allocated equally to both Members A and C. The resulting Member's Percentage Interests are as follows: Members A and C = 1/3 plus 1/12 to arrive at 5/12ths (41 and 2/3rds percent) each and Member B's percentage interest is reduced by 1/6th of the total Company Percentage Interests (16 and 2/3rds percent); and

(B) Accordingly, the Percentage Interests immediately after the capital call and failure to contribute by Member B would be: Member A – 41 2/3rd%; Member B – 16 2/3rd%; and Member C – 41 2/3rd%.

(d) In the event that a Member whose Membership Interest has been diluted pursuant to the provisions of Section 5.3 is desirous of reestablishing his/her/its percentage of Membership Interest, then the following shall be applicable:

(i) The diluted Member shall give written notice to the remaining Members of his/her/its desire to reestablish its proportional share of Membership Interest;

(ii) Said notice shall be delivered not more than six (6) months from the date that the diluted Member is given the Second Notice as provided in Section 5.3(a) and (b).

(iii) The diluted Member shall repay to those Members who advanced the Additional Capital Contribution the sum that was paid by them which was otherwise required to be paid by the diluted Member together with an opportunity premium computed at the rate of eight (8 %) percent of the Additional Capital Contribution so advanced by the other Member(s) which was to be paid by the diluted Member, and upon payment by the diluted Member of the Additional Capital Contribution paid into the Company (which was otherwise payable by the diluted Member) along with the eight (8%) percent opportunity premium, the Managers shall fully reestablish the Membership Interest and Capital Account of the diluted Member to its prior

status without reference to the event causing the dilution. The right of the diluted Member to re-established his/her/its Membership Interest may only be utilized once by a Member.
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5.4 Return of Capital Contributions. Except as otherwise provided in this Agreement, no Member shall have the right to withdraw, borrow, demand or otherwise receive the return of all or any part of his Capital Contribution. In the event a Member is entitled to receive all or any part of any Capital Contribution, such Member shall not have the right to receive any property other than cash except as may be specifically provided herein.

5.5 No Interest on Capital Contributions. No Member shall be entitled to receive or be paid any interest, salary or draw with respect to his Capital Contributions or the amount in his Capital Account or for services rendered on behalf of the Company or otherwise solely in his capacity as a Member, except as otherwise provided in this Agreement.

5.6 Capital Accounts. The Company shall establish and maintain a separate Capital Account for each Member in accordance with Exhibit C. The Capital Account of each permitted transferee of a Membership Interest shall initially be equal to the Capital Account of the transferor as of the effective date of the Transfer. Notwithstanding any other provision in this Agreement to the contrary, no Member shall be obligated at any time, to the Company, to the other Members, to the Managers or to any creditor of the Company, to restore a negative Capital Account.

5.7 Loans by Members.

(a) No Member shall be obligated to make any loan to the Company. A Member may, at its election, loan or cause to be loaned to the Company such sums and on such terms as the Managers deem appropriate and necessary for the conduct of the Company's business. Such loans shall bear interest at a rate agreed upon by the Managers and the loaning Member and shall be evidenced by one or more promissory notes.

(b) In the event a Member shall, subject to the terms of this Agreement, make a loan or loans to the Company, such loan or loans shall be repayable out of and be considered a first charge against any amounts available for distribution to the Members. In making such loans, the Member shall be treated as a creditor of the Company and not as a Member. Any such loan shall constitute a loan from the Member to the Company, and shall in no event be deemed to constitute a Capital Contribution.

5.8 Allocations. For purposes of maintaining the Capital Accounts and in determining the rights of the Members among themselves, the Company's items of income, gain, loss and deduction (computed in accordance with Exhibit C) shall be allocated among the Members in each taxable year (or portion thereof) in accordance with Exhibit D.

5.9 Distributions.

(a) Distribution of Available Cash. The Company’s Available Cash will be distributed on a monthly basis as follows:

(1) First, 100% to the Preferred Members in proportion to their respective Preferred Percentage Interest until each Preferred Member has received an amount equivalent to their accrued, but unpaid Cash Preferred Return;

(2) Thereafter, 100% to the Common Members in proportion to their respective Common Percentage Interest.

(b) Amounts Withheld. All amounts withheld pursuant to the Code or any provisions of any state or local tax law with respect to any allocation, payment or distribution to a Member or Assignee shall be treated as amounts distributed to the Member or Assignee for all purposes under this Agreement.

(c) Distributions Upon Liquidation. Proceeds from a Terminating Capital Transaction and any other cash received or reductions in reserves made after commencement of the liquidation of the Company shall be distributed to the Members in accordance with Article 8.

6. TAXES

6.1 Preparation of Tax Returns. The Managers shall arrange for the preparation and timely filing of all returns of Company income, gains, deductions, losses and other items required of the Company for federal and state income tax purposes and shall use all reasonable efforts to furnish, within ninety (90) days of the close of each taxable year, the tax information reasonably required by Members for federal and state income tax reporting purposes.

6.2 Tax Elections. Except as otherwise provided herein, the Managers shall, in their sole and absolute discretion, determine whether to make any available election pursuant to the Code. The Managers shall have the right to seek to revoke any such election (including, without limitation, the election under Section 754 of the Code) upon the Managers' determination in their sole and absolute discretion that such revocation is in the best interests of the Members.

6.3 Partnership Representative.

(a) Effective on the date of this Agreement, Anthony J. Cutaia is designated the "partnership representative" ("Partnership Representative") to the extent the Company is required to have a partnership representative under the Bipartisan Budget Act of 2015 (Pub. L. 114-74) (the "Budget Act") and the Regulations promulgated thereunder. For any taxable year (or portion thereof) of the Company prior to the effective date of the Budget Act, the Partnership Representative shall have all of the rights, duties, powers and obligations provided for in Sections 6221 through 6232 of the Code (as in effect prior to the Budget Act) with respect to the Company.

(b) The Partnership Representative may cause the Company to pay to a governmental authority any taxes (and any imputed underpayments, penalties, interest, and other assessments and charges, collectively, "Tax Payment Obligation") that the Company is required to pay in any tax proceeding, including under Code Section 6225 (as amended from time to time, including by the Budget Act) and the Regulations promulgated thereunder (a "Tax Proceeding"), including any corresponding provisions under applicable state or local income tax law. The Partnership Representative may, by delivering a written demand to a Member, require the Member

to make a payment ("Tax Payment Contribution") of immediately available funds of any amount that is needed by the Company to discharge such Member's share of the Tax Payment Obligation within thirty (30) days of receipt of such written demand.

(c) In fulfilling his duties as the Partnership Representative, the Partnership Representative shall: (i) promptly notify the other Members of receipt of a notice from a governmental authority relating to the commencement of a Tax Proceeding; and (ii) subsequent commencement of a Tax Proceeding: (x) keep the Members reasonably informed and regularly report to the Members with respect to the progress of the Tax Proceeding, including periodically consulting with the other Members with respect to decisions that may be taken by the Partnership Representative with respect to such Tax Proceeding, including settlement offers or any proposed agreement with any governmental authority; (y) provide each Member with a copy of any written notice that the Partnership Representative has received in connection with a Tax Proceeding on the Company's behalf; and (z) not settle or resolve any Tax Proceeding without first obtaining the consent of all of the Managers.

(d) Subject to the applicable provisions of Section 6225 of the Code and the Regulations promulgated thereunder (including any corresponding provisions under applicable state or local income tax law) and only to the extent requested by the Partnership Representative, for Company income tax periods commencing after December 31, 2017, a Member may reduce or fully satisfy its share of the Company's Tax Payment Obligation by filing an amended federal, state or local tax return, as applicable, for the Member's taxable period that includes the Company's taxable period for which there are adjustments to items of Company income, gain, loss, expense and credits causing the Tax Payment Obligation. Such amended tax return shall include such Member's allocable share of such items of Company income, gain, loss, expense and credits, including all penalties, interest and any other charges associated therewith, and the Member shall pay all additional taxes, interest, penalties and charges at the time the amended tax return is filed. The Member shall provide evidence of the filing of the amended return and the payment of such additional amounts as requested by the Partnership Representative. The amount of such Member's share of the Tax Payment Obligation shall be determined jointly, by the Member filing such return and the Partnership Representative on behalf of the Company.

(e) At the election of the Partnership Representative in accordance with Section 6226 of the Code and the Treasury Regulations promulgated thereunder (including any corresponding provisions under applicable state or local income tax law), for Company income tax periods commencing after December 31, 2017, each Member (including any former Member) agrees to take into account its allocable share of the adjustments of the items of Company income, gain, loss, expense and credits, including all penalties, interest and any other charges associated therewith, arising from any Tax Proceeding, in such Member's taxable period during which the Member receives written notification from the Company of such election. The Company shall provide a statement to each Member of its respective share of such adjustments. Each Member shall timely file its tax return for such taxable period and promptly pay all additional taxes, interest, penalties and charges at the time the tax return is filed (or such earlier date as may be required under applicable law for estimated tax payments). The Member shall provide evidence of the filing of the income tax return, the reporting of such adjustments thereon, and the payment of all tax, interest and penalties associated therewith as may be requested by the Partnership Representative in its sole discretion.

(f) The Partnership Representative shall perform his duties in good faith, in a manner he reasonably believes to be in the best interests of the Company and with such

care as an ordinarily prudent person in a similar position would use under similar circumstances. A Partnership Representative who so performs such duties shall have no liability by reason of being or having been a Partnership Representative. The Partnership Representative shall not be liable to the Company or any Member for any loss or damage sustained by the Company or any Member, unless such loss or damage is the result of the gross negligence or willful misconduct of the Partnership Representative.

6.4 Organizational Expenses. The Company, to the extent permitted by the Code, shall elect to deduct expenses, if any, incurred by it in organizing the Company ratably over the shortest length of time permitted by or provided for by the Code.

6.5 Withholding. Each Member hereby authorizes the Company to withhold from or pay on behalf of or with respect to such Member any amount of federal, state, local, or foreign taxes that the Manager determines that the Company is required to withhold or pay with respect to any amount distributable or allocable to such Member pursuant to this Agreement, including, without limitation, any taxes required to be withheld or paid by the Company pursuant to Sections 1441, 1442, 1445, or 1446 of the Code. Any amount paid on behalf of or with respect to a Member shall constitute a loan by the Company to such Member, which loan shall be repaid by such Member within fifteen (15) days after notice from the Manager that such payment must be made.

7. TRANSFERABILITY

7.1 General. Except as set forth in this Article 7, no Member shall withdraw from membership in the Company or give, sell, assign, pledge, hypothecate, exchange or otherwise dispose to another Person (hereinafter a "transfer") any Membership Units.

7.2 Withdrawal from Company.

(a) A Member does not have the right or power to withdraw from membership in the Company without the consent of the other Members. Any such withdrawing Member shall sign the appropriate instrument evidencing withdrawal under this provision as deemed necessary or appropriate by the Managers. In the event such consent is not granted, the Member shall not be permitted to withdraw, and no notice to the Company shall effectuate such withdrawal.

(b) Upon consent to the withdrawal from membership in the Company in accordance with Section 7.2(a), any withdrawing Member shall offer, or be deemed to have offered, to sell his entire Membership Interest to the Members and the Members shall have a right of first refusal to purchase all (but not less than all) of the withdrawing Member's Membership Interest in accordance with the provisions of Section 7.4. If any portion of the Membership Interest subject to the right of first refusal to purchase is not purchased in accordance with the provisions of this Article 7, within the time periods referred to therein, the right of first refusal to purchase shall be deemed to be rejected as to the entire Membership Interest and the legal or personal representative or the heirs of the Member or the Member’s estate shall not be entitled to receive any amount in liquidation of his Membership Interest until dissolution and winding up of the Company, but shall continue to be entitled to receive, with respect to such Member's Membership Units and on behalf of such Member or such Member's estate, the distributions and allocations of profits and losses to which such Member would be entitled, with no right to act as a Member and

such Member's Membership Units shall be treated as not outstanding for purposes of any vote.

7.3 Death, Incapacity, Bankruptcy or Dissolution of a Member. In the event of the death, incapacity, bankruptcy or dissolution of a Member, unless the Company is dissolved in accordance with Section 8.1(b), such Member or the legal or personal representative of the Member or the Member's estate shall offer, or be deemed to have offered, to sell his entire Membership Interest to the Members, and the Members shall have a right of first refusal to purchase all (but not less than all) of the disassociating Member's Membership Interest and subject to the provisions of Section 7.4. If any portion of the Membership Interest subject to the right of first refusal to purchase is not purchased in accordance with the provisions of this Article 7, within the time periods referred to therein, the right of first refusal to purchase shall be deemed to be rejected as to the entire Membership Interest and the legal or personal representative or the heirs of the Member or the Member's estate shall not be entitled to receive any amount in liquidation of his Membership Interest until dissolution and winding up of the Company, but shall continue to be entitled to receive, with respect to such Member's Membership Units and on behalf of such Member or such Member's estate, the distributions and allocations of profits and losses to which such Member would be entitled, with no right to act as a Member and such Member's Membership Units shall be treated as not outstanding for purposes of any vote.

7.2 Payment for Membership Interest. In exchange for a Member's Membership Units which are to be purchased pursuant to Sections 7.2, 7.3 or 7.8, within 180 days following the event giving rise to such right of first refusal to purchase, the Members exercising such right shall pay such Member, or the legal or personal representative of the Member or the Member's estate, an amount in cash determined pursuant to Section 7.6. At the option of and in the sole discretion of the purchasing Members, those Members may execute a note payable to the disassociating Member, or the legal or personal representative of the disassociating Member or the disassociating Member's estate, for any amounts payable to such Member pursuant to the provisions hereof. Any such note shall be payable in five (5) annual installments from the date of the purchase and shall bear interest at a rate equal to the prime rate as published in the Wall Street Journal as a representative commercial interest rate, such rate to be adjusted quarterly on the first day of April, July, October and January of each year, based on such information published most recently preceding each such adjustment date, and if that information is no longer available, the holder of the note will choose a new index which is based upon comparable information. The obligation evidenced by the note shall be secured by the purchasing Members' right to receive distributions of cash or other property from the Company (which shall be paid to the purchasing Members provided that there is no default with respect to the note which has not been cured) and to receive allocations of the income, gains, credits, deductions, profits and losses of the Company and such pledge will not require any further consent from the Members.

7.5 Transfer. Except as provided in Sections 7.2, 7.3 or 7.8, a Member may transfer all or a portion of or any rights with respect to his Membership Units to another Person, whether or not a Member, only upon (i) a vote of the Members in accordance with Section 3.7 hereof, and (ii) the execution by the transferee of a written instrument satisfactory to the Managers agreeing to become a party to this Agreement. Upon a transfer of Membership Units in accordance with this Section 7.5, the transferee shall immediately become a Member and the Managers shall amend Schedule A to reflect such transfer. The Members agree that the restrictions on the transfers of Membership Units hereunder are fair and reasonable. Any transfer or attempted transfer of a Membership Unit in violation of the terms of this Agreement shall be null and void and have no effect.

7.3 Purchase Price. The price of the Membership Units to be purchased under this Agreement shall be their Fair Market Value on the Valuation Date.

(a) The term "Fair Market Value" as used in this Section 7.6 shall be an amount which bears the same proportion to the amount of the Net Worth of the Company as the number of Membership Units to be purchased bears to the total number of the Company's Membership Units outstanding on the Valuation Date.

(b) The Valuation Date, as used herein shall be the last day of the month preceding the month in which the event giving rise to the purchase occurred, provided, however, that, if the date so determined follows by less than four (4) calendar months the close of the Company's last preceding fiscal year, then the last day of such fiscal year shall be the Valuation Date.

(c) The term "Net Worth", as used in subsection 7.6(a) shall be an amount equal to the amount of the Company's assets, less the amount of its liabilities, on the Valuation Date, as disclosed by the Company's books of account regularly maintained in accordance with the accounting practices regularly followed by the Company and, in cases not covered by such practices, in accordance with cash basis, tax accounting principles consistently applied, but in all events adjusted as follows:

(i) All real estate shall be valued at its fair market value, as stipulated in Schedule B. Such valuation may be modified from time to time by written agreement of all the Members in accordance with Section 4.14. Notwithstanding the foregoing, in the event a purchase is required hereunder and there has been no stipulation of the fair market value of the real estate within the period of five (5) years from the relevant Valuation Date, the fair market value of the real estate shall be determined by the majority vote of a panel of three (3) appraisers each holding the designation of NYS Certified General Real Estate Appraiser, one appointed by the selling Member or his representative, one appointed by the purchasing Members and one appointed by the other two appraisers;

(ii) Adjustment shall be made on account of events occurring subsequent to the Valuation Date, as provided for in subsection 7.6(e);

(iii) Except by operation of the preceding subsection 7.6(c)(ii), reserves for contingent liabilities shall not be treated as liabilities; and

(iv) No additional amount shall be included for goodwill.

(d) The calculation of the Company's Net Worth shall be determined by the firm of certified public accountants regularly employed by the Company, or, if for any reason such firm does not make such determination, then such determination shall be made by any reputable firm of certified public accountants employed for the purpose by the Company. The determination shall be made from the Company's books of account, the accuracy of which shall be assumed, a formal audit thereof being hereby expressly waived. The expense of determining the Net Worth shall be borne equally by the selling and purchasing parties.

(e) If at any time during the period of three (3) years after the Valuation Date, the Company shall become aware of a loss, liability, cost or expense which was not reflected

on its books of account as of the Valuation Date, but which arose out of its operations prior to the Valuation Date, or which impaired the value of an asset of the Company as of the Valuation Date, the Company shall notify the selling Member, of the amount and nature of such loss. The selling Member shall have the right, at its own cost and expense, to examine the Company's books and records with respect to such loss and, if relevant, to participate with the Company in resisting a claim by a third party if it believes that the amount is not properly due from the Company. The purchase price for the Membership Units of the selling Member shall be reduced to reflect the proportionate amount of such loss, and the selling Member shall reimburse the purchasing Member for said sums; such reimbursement being in the form of a cash payment or a setoff on any note owed by the purchasing Member to the selling Member as part of the purchase price of the Membership Units.

7.4 Pro Rata Purchase. With respect to the right of first refusal provided for in this Article 7, in the absence of any other agreement between them, each Member shall be entitled to purchase that proportion of the selling Member's Membership Interest equal to the proportion which that purchasing Member's Membership Interest bears to the Membership Interests of all of the purchasing Members who wish to purchase a portion of the selling Member's Membership Interest. The right to purchase a pro rata share of the Membership Interest of the selling Member shall be solely the right of the other non-selling Members.

7.5 Breach by Member. If it is determined that a Member has breached any provision of this Agreement and fails to cure said breach within ten (10) days of the Member's receipt of written notice as provided herein, such Member shall be liable to the Company for all damages incurred by the Company as a direct result of such breach. In addition, such breaching Member shall offer, or be deemed to have offered, to sell his entire Membership Interest to the non-breaching Members, and the non-breaching Members shall have a right of first refusal to purchase all (but not less than all) of the breaching Member's Membership Interest, subject to the provisions of this Article 7. If any portion of the Membership Interest subject to the right of first refusal to purchase is not purchased in accordance with the provisions of this Article 7, within the time periods referred to therein, the right of first refusal to purchase shall be deemed to be rejected as to the entire Membership Interest and the breaching Member shall not be entitled to receive any amount in liquidation of his Membership Interest until dissolution and winding up of the Company, but shall continue to be entitled to receive, with respect to such Member's Membership Units and on behalf of such Member, the distributions and allocations of profits and losses to which such Member would be entitled, with no right to act as a Member and such Member's Membership Units shall be treated as not outstanding for purposes of any vote.

7.9 Transfer of Equity Interests in Members.

(a) General. If a Member is an entity, then any Equity Interest, as defined herein, in such Member shall not be transferred, sold, assigned, pledged, hypothecated, exchanged or otherwise disposed of without the prior written consent of all of the other then-existing Members; except to immediate family members of the transferor or a trust or an entity for their benefit or to the heirs or legal or personal representative of a natural person or to a trust or entity for the benefit of the heirs of a natural person upon the death of said natural person who is a member of a Member. As used herein, an "Equity Interest" means a majority or controlling equity ownership interest in such Member. Notwithstanding anything to the contrary, transfers of Equity Interests among members of a Member prior to or on the date hereof shall not be considered a

transfer for purposes of this Section 7.9. As used herein "immediate family member" means a spouse, child, grandchild, sibling, niece or nephew of a natural person.

(b) Effect of Transfer of Equity Interest. In the event that a transfer of an Equity Interest, which transfer is prohibited by Section 7.9(a) above, occurs without the prior written consent of all other Members, then upon said transfer of Equity Interest, the effected Member shall be deemed for all purposes as having made an unauthorized transfer of Membership Units as defined in Article 7 herein and the Member in which the Equity Interest was transferred shall offer, or be deemed to have offered, to sell his entire Membership Interest to the other Members in accordance with Section 7.2(b).

7.10 Redemption Right. The Company shall have the option (the "Redemption Option"), but not the obligation, to repurchase and retire, at any time, all, or any portion of, the Preferred Membership Units from any one or more Preferred Members (each a "Selling Member") by delivering written notice (the "Redemption Notice") to the Selling Member. The purchase price for each Selling Member's interest shall be an amount equal to an annual cumulative, non-compounding 15% return on the Selling Member's capital contribution, plus a return of capital. The closing date for any such purchase shall occur no later than ninety (90) days after the date of such Redemption Notice. Following closing, the Selling Member shall cease to be a Member of the Company and shall have no further rights hereunder, including, but not limited to, the right to receive distributions.

8. DISSOLUTION

8.1 Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the following circumstances: (a) The affirmative vote of the Members in accordance with Section 3.7; or (b) In the event of the bankruptcy, death, dissolution, incapacity or withdrawal of any Member or the occurrence of any other event that terminates the continued membership of any Member, the remaining Members shall have the right to continue the Company, and the Company shall continue, unless within one hundred twenty (120) days after such event the Company is dissolved by the affirmative vote of the remaining Members in accordance with Section 3.7.

8.2 Winding Up and Liquidation.

(a) Upon the occurrence of an event set forth in Section 8.1 (a "Liquidating Event"), the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors and Members. No Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. The Managers (referred to in this Article 8 as, the "Liquidator"), shall be responsible for overseeing the winding up and dissolution of the Company and shall take full account of the Company's liabilities and property and the Company property shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom shall be applied and distributed in the following order:

(i) First, to the payment and discharge of all of the Company's debts and liabilities to its creditors, not including Members who are creditors;

(ii) Second, to Members who are creditors, including the repayment of any loans from Members;

(iii) Third, to Members and former Members in satisfaction of liabilities for distributions under Section 507 or 509 of the Act;

(iv) Fourth, 100% to the Preferred Members in proportion to their respective Preferred Percentage Interest until each Preferred Member has received an amount equivalent to their accrued, but unpaid Cash Preferred Return;

(v) Fifth, 100% to the Preferred Members in proportion to their respective Preferred Percentage Interest until each Preferred Member has received an amount equivalent to their accrued, but unpaid Accrued Non-Cash Preferred Return;

(vi) Sixth, 100% to the Preferred Members in proportion to their respective Preferred Percentage Interest until each Preferred Member has received a return of its capital contribution;

(vii) Seventh, 90% to the Common Members in proportion to their respective Common Percentage Interest, and 10% to the Preferred Members in proportion to their respective Preferred Percentage Interest until each Preferred Member has received an annual cumulative, non-compounding 15% return on its capital contribution; and

(viii) Thereafter, 100% to the Common Members in proportion to their respective Common Percentage Interest.

(b) Notwithstanding the provisions of Section 8.2(a) which require liquidation of the assets of the Company, but subject to the order of priorities set forth therein, if prior to or upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company's assets would be impractical or would cause undue loss to the Members, the Liquidator may, in its sole and absolute discretion, defer for a reasonable time the liquidation of any assets except those necessary to satisfy liabilities of the Company (including those to Members as creditors) and/or distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 8.2(a), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distributions in kind shall be made only if, in the good faith judgment of the Liquidator, such distributions in kind are in the best interest of the Members, and shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operation of such properties at such time. The Liquidator shall determine the fair market value of any property distributed in kind using such reasonable method of valuation as it may adopt.

(c) In the discretion of the Liquidator, a pro rata portion of the distributions that would otherwise be made to the Members pursuant to this Article 8 may be:

(i) distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed

to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company or the Members arising out of or in connection with the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Liquidator, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; or

(ii) withheld or escrowed to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld or escrowed amounts shall be distributed to the Members in the manner and order of priority set forth in Section 8.2(a) as soon as practicable.

8.3 Articles of Dissolution. Within ninety (90) days following the dissolution and the commencement of winding up of the Company, or at any other time there are no Members, articles of dissolution shall be filed with the New York Department of State pursuant to the Act.

8.4 Compliance with Timing Requirements of Regulations. In the event the Company is "liquidated" within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), distributions shall be made pursuant to this Article 8 to the Members who have positive Capital Accounts in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(2). If any Member has a deficit balance in his Capital Account (after giving effect to all contributions, distributions and allocations for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other Person for any purpose whatsoever.

8.5 Deemed Distribution and Recontribution. Notwithstanding any other provision of this Article 8, in the event the Company is considered liquidated within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), but no Liquidating Event has occurred, the Company's property shall not be liquidated, the Company's liabilities shall not be paid or discharged, and the Company's affairs shall not be wound up. Instead, for federal income tax purposes and for purposes of maintaining Capital Accounts pursuant to Exhibit C hereto, the Company shall be deemed to have distributed the property in kind to the Members, who shall be deemed to have assumed and taken such property subject to all Company liabilities, all in accordance with their respective Capital Accounts. Immediately thereafter, the Members shall be deemed to have re-contributed the Company property in kind to the Company, which shall be deemed to have assumed and taken such property subject to all such liabilities.

8.6 Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for the return of its Capital Account and shall have no right or power to demand or receive property other than cash from the Company. Except as otherwise provided in this Agreement, no Member shall have priority over any other Member as to the return of its Capital Account, distributions, or allocations.

9. GENERAL PROVISIONS

9.1 Notices. Except as otherwise provided in this Agreement or required by law, any notice, demand or other communication required or permitted to be given pursuant to this

Agreement shall have been sufficiently given for all purposes if (i) delivered personally to the Person or to any executive officer of the Person to whom such notice, demand or other communication is directed, or (ii) sent by first-class mail, postage prepaid, addressed to the Person at his/her/its last-known address. In addition, any said notice must be delivered to legal counsel for the Member or such other counsel at the address as a Member may designate from time to time by written notice to the other Member in order to be effective. All notices required herein shall be delivered as required herein to the Member and to his/her/its then applicable legal counsel. Except as otherwise provided in this Agreement, any such notice shall be deemed to be given five (5) business days after it was mailed.

99.2 Entire Agreement/Amendments. This Agreement and the Articles of Organization contain the entire agreement among the Members with respect to the subject matter hereof and supersede all prior agreements and understandings between the parties with respect to the subject matter hereof. No amendment of this Agreement or the Articles of Organization shall be effective unless made in accordance with Section 4.13.

9.3 Waiver. No failure of a Member to exercise, and no delay by a Member in exercising, any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No waiver by a Member of any such right or remedy under this Agreement shall be effective unless made in a writing duly executed by all Members and specifically referring to each such right or remedy being waived.

9.4 Severability. If any of the terms of this Agreement are declared to be illegal or unenforceable by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed deleted from this Agreement with respect to the jurisdiction of that court or tribunal, provided, however, that all the remaining terms hereof shall remain in full force and effect.

9.5 Binding Effect and Benefit. This Agreement shall be binding upon and inure to the benefit of all Members, and each of the permitted successors and assignees of the Members. No party may assign rights or delegate obligations hereunder except pursuant to the provisions hereof. This Agreement and the right of any party hereto or the Company to require any contribution or loan from any other party shall not be construed as conferring any right or benefit to or upon any other person or entity not a party to this Agreement, it being expressly understood that in entering into this Agreement, the parties did not intend to create any third party beneficiaries of this Agreement.

9.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with the intent that it be effective as of the date first written above.

COMPANY:

_____

By: _____
a New York limited liability company
Its: Manager

By: _____
Name:
Its:

[Counterpart Signature Page for Members to Follow]

[Counterpart Signature Page for Members]

PREFERRED MEMBER:

By:_____
Name:_____
ATitle:_____

COMMON MEMBER:

By:_____
Name:_____
Title:_____

SCHEDULE A -
MEMBERS

Preferred Members

Preferred Member's Names and Addresses	Capital Contributions	Preferred Membership Units	Preferred Percentage Interest

Common Members

Common Member's Names and Addresses	Capital Contributions	Common Membership Units	Common Percentage Interest

END OF SCHEDULE A

SCHEDULE B -
FAIR MARKET VALUE OF COMPANY REAL ESTATE ASSETS

The agreed fair market value of the real estate assets of the Company is _____ ($_____) as of the _____ day of _____, 20___.

END OF SCHEDULE B

SCHEDULE C -
VALUE OF CONTRIBUTED PROPERTY

Underlying Property	704(c) Value	Agreed Value

END OF SCHEDULE C

EXHIBIT A - DEFINITIONS

1. DEFINITIONS

In this Agreement, the following terms shall have the meanings set forth below:

1.1 *"Accruing Non-Cash Preferred Return"* means an amount equal to a cumulative, non-compounded rate of five percent (5.0%) per year on the daily balance of a Preferred Member's unreturned Capital Contribution.

1.2 *"Act"* means the New York Limited Liability Company Law, as amended and in effect from time to time.

1.3 *"Agreement"* means this Operating Agreement of the Company, together with all the Schedules and Exhibits hereto.

1.4 *"Articles of Organization"* means the Articles of Organization of the Company filed with the New York Department of State on **[_____]**, as they may from time to time be amended.

1.5 *"Available Cash"* means, with respect to any period for which such calculation is being made:

(a) the sum of:

(1) the Company's Net Income or Net Loss (as the case may be) for such period (without regard to adjustments resulting from allocations described in Sections 2.1 through 2.5 of Exhibit D);

(2) Depreciation and all other non-cash charges deducted in determining Net Income or Net Loss for such period;

(3) the amount of any reduction in the reserves of the Company referred to in clause 1.4(b)(6) below (including, without limitation, reductions resulting because the Members determine such amounts are no longer necessary);

(4) the excess of proceeds from the sale, exchange, disposition, or refinancing of Company property for such period over the gain recognized from such sale, exchange, disposition, or refinancing during such period (excluding Terminating Capital Transactions); and

(5) all other cash received by the Company for such period that was not included in determining Net Income or Net Loss for such period;

(b) less the sum of:

(1) all principal debt payments made by the Company during such period;

(2) capital expenditures made by the Company during such period;

(3) investments made by the Company during such period in any entity (including loans made thereto) to the extent that such investments are not otherwise described in clauses (b)(1) or (b)(2), above;

(4) all other expenditures and payments not deducted in determining Net Income or Net Loss for such period;

(5) any amount included in determining Net Income or Net Loss for such period that was not received by the Company during such period;

(6) the amount of any increase in reserves during such period which the Managers determine to be reasonably necessary or appropriate; and

(7) the amount of any working capital accounts and other cash or similar balances which the Managers determine to be reasonably necessary or appropriate.

Notwithstanding the foregoing, Available Cash shall not include any cash received or reductions in reserves, or take into account any disbursements made or reserves established, after commencement of the dissolution and liquidation of the Company.

1.6 *"Capital Account"* means the Capital Account maintained for a Member pursuant to Exhibit C.

1.7 *"Capital Contribution"* means, with respect to any Member, any cash, cash equivalents or the Agreed Value of Contributed Property which such Member contributes to the Company pursuant to Sections 5.1 or 5.2 of the Agreement.

1.8 *"Cash Preferred Return"* means an amount equal to a cumulative, non-compounded rate of five percent (5.0%) per year on the daily balance of a Preferred Member's unreturned Capital Contribution.

1.9 *"Code"* means the Internal Revenue Code of 1986, as amended and in effect from time to time, as interpreted by the applicable regulations thereunder. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of future law.

1.10 *"Common Member"* means any Member holding Common Units.

1.11 *"Common Percentage Interest"* means, as to a Common Member, its interest in the Company as determined by dividing the Common Units owned by such Common Member by the total number of Common Units then outstanding and as specified in Exhibit B of the Agreement, as such Exhibit may be amended from time to time.

1.12 *"Company"* shall refer to _____ LLC.

1.13 *"Distribution"* means any cash and other property distributed to a Member by the Company from the operations of the Company.

1.14 *"Fiscal Year"* means the fiscal year of the Company, which shall be the year ending December 31.

1.15 *"Manager"* or *"Managers*1*"* means the individual or individuals referenced in Section 4.3 of the Agreement, or any other Person or Persons elected by the Members to serve as a successor Manager of the Company in accordance with and pursuant to Sections 3.7 and 4.10 of the Agreement.

1.16 *"Member"* means each Person who or which executes a counterpart of this Agreement as a Member and each Person who or which may hereafter become a party to this Agreement.

1.17 *"Membership Interest"* means an ownership interest in the Company owned by a Member and includes any and all benefits to which the holder of such a Membership Interest may be entitled as provided in this Agreement, together with all obligations of such Person to comply with the terms and provisions of this Agreement. A Membership Interest may be expressed as a number of Membership Units.

1.18 *"Membership Unit"* means a fractional, undivided share of the Membership Interests of all Members. The Company shall have two classes of Membership Units: Preferred Membership Units and Common Membership Units. The number of Membership Units outstanding and the Percentage Interest in the Company represented by such Units are set forth in Schedule A of the Agreement, as such Schedule may be amended from time to time. The ownership of Membership Units shall be evidenced by such form of certificate for units as the Managers adopts from time to time, if any.

11.19 *"Net Income"* means, for any taxable period, the excess, if any, of the Company's items of income and gain for such taxable period over the Company's items of loss and deduction for such taxable period. The items included in the calculation of Net Income shall be determined in accordance with federal income tax accounting principles, subject to the specific adjustments provided for in Exhibit C.

1.20 *"Net Loss"* means, for any taxable period, the excess, if any, of the Company's items of loss and deduction for such taxable period over the Company's items of income and gain for such taxable period. The items included in the calculation of Net Loss shall be determined in accordance with federal income tax accounting principles, subject to the specific adjustments provided for in Exhibit C.

1.21 *"Percentage Interest"* means, as to a Member, its interest in the Company as determined by dividing the Membership Units owned by such Member by the total number of Membership Units then outstanding and as specified in Schedule A of the Agreement, as such Schedule may be amended from time to time.

1.22 *"Person"* means any corporation, governmental authority, limited liability company, partnership, trust, unincorporated association or other entity.

1.23 "*Preferred Return*" means, collectively, the the Accruing Non-Cash Preferred Return and the Cash Preferred Return.

1.24 *"Regulations"* means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

1.25 *"Terminating Capital Transaction"* means any sale or other disposition of all or substantially all of the assets of the Company or a related series of transactions that, taken together, result in the sale or other disposition of all or substantially all of the assets of the Company.

END OF EXHIBIT A

EXHIBIT B - OPERATING PROCEDURES

1. MEMBERS' ACTION.

C1.1 Annual Meeting. The annual meeting of the Members of the Company for the transaction of such other business as may properly come before the meeting, shall be held at the principal business office of the Company or at such other place as the Managers shall determine on any business day during the month of April of each year, on such date and time as the Managers shall designate.

1.2 Special Meetings. Special meetings of the Members, except as otherwise provided by law, may be called to be held at the principal business office of the Company or elsewhere at any time by any Manager, and shall be called by any Manager at the request in writing of the Members holding not less than 20% of the Membership Units entitled to vote. Such request and the notice of the meeting shall state the purpose or purposes of the proposed meeting. Business transacted at a special meeting shall be confined to the objects stated in the call and matters germane thereto.

1.3 Notice of Members' Meetings. Written notice of every meeting of Members shall be given in the manner required by law not less than five (5) nor more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. If mailed, such notice is given five (5) days after it is deposited in the United States Mail, with postage thereon prepaid, directed to the Member at his/her/its address as it appears in the records of the Company, or if he/she/it shall have filed with the Company a written request that notices to him/her/it be mailed to some other address, then directed to such other address. The notice shall state the place, date and hour of the meeting and, shall indicate that it is being issued by or at the direction of the person or persons calling the meeting. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called.

1.4 Waiver of Notice. Notice of a Members' meeting need not be given to any Member who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any Member at a Members' meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting shall constitute a waiver of notice by him or her.

1.5 Quorum At every meeting of the Members, except as otherwise provided by law or these Operating Procedures, a quorum must be present for the transaction of business and a quorum shall consist of the Members holding not less than fifty-one percent (51%) of all Membership Units entitled to vote, present either in person or by proxy. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal from the meeting of any Members.

1.6 Adjournments. The Members who are present in person or by proxy at any meeting of Members shall have the power by a vote of not less than a majority of all Membership Units entitled to vote to adjourn the meeting from time to time. Subject to any notice required by law, at any adjourned meeting any business may be transacted which might have been transacted on

the original date of the meeting. Notice of an adjourned meeting need not be given if the time and place of the adjourned meeting are announced at the original meeting.

1.7 Voting Proxies. All questions that shall come before a meeting shall be decided by the vote required by this Operating Agreement. A Member may vote either in person or by written proxy signed by him or her or by a duly authorized attorney-in-fact and delivered to the Company. 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 be revocable at the pleasure of the person executing it or his or her personal representatives, unless it is entitled "irrevocable proxy," in which event its revocability shall be determined by the law of the State of New York in effect at the time.

1.8 Meetings by Conference Telephone. Any one or more Members may participate in a meeting of such Members by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at the meeting.

1.9 Action By Members Without A Meeting.

(a) Whenever Members are required or permitted to take any action by vote, such action may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be either signed by all Members who hold voting rights, or consented to by all Members by electronic communication (email) address to each other Member.

(b) Prompt notice of the taking of the action without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing but who would have been entitled to vote thereon had such action been taken at a meeting.

2. MANAGER'S ACTION.

2.1 Election and Tenure. The Company shall have such Managers as is set forth in Article 4 herein. The initial Managers shall be the parties referenced in Section 4.3 of the Agreement. The number of Managers of the Company may be amended from time to time by vote of the Members in accordance with Section 3.7 of the Agreement. Each Manager shall hold office until the next annual meeting of Members or until a successor shall have been elected and qualified as provided in Section 4.3 of the Agreement.

2.2 Voting. At all meetings of the Managers, except as otherwise provided by the Articles of Organization, these operating procedures or by law notwithstanding this Agreement, a unanimous vote of the Managers shall be required for the transaction of business.

2.3 Procedure. The order of business and all other matters of procedure at every meeting of Managers may be determined by the presiding officer or Manager of the meeting.

2.4 Action Without a Meeting. Any action required or permitted to be taken by a vote of the Managers may be taken without a vote, if the number of Managers sufficient to authorize such action at a meeting at which all Managers entitled to vote thereon were present and voted, consent thereto in writing and the writing is filed with the records of the Company.

2.5 Meetings by Conference Telephone. Any one or more of the Managers may participate in a meeting of the Managers by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at a meeting.

3. OFFICERS.

3.1 Officers. The Managers may designate one or more individuals as officers of the Company, who shall have such titles including, without limitation, President, and who shall exercise and perform all ministerial functions associated with the operations of the Company and such other functions as shall be specifically assigned to them from time to time by the Managers. Any officer may be removed by the Managers at any time, with or without cause. Each officer shall hold office until his or her successor is designated and qualified. Any number of offices may be held by the same individual. The salaries and other compensation of the officers shall be fixed by the Managers. Vacancies in any office shall be filled by the Managers.

3.2 Temporary Transfer of Powers and Duties. In case of the absence or illness of any officer of the Company, or for any other reason that the Managers may deem sufficient, the Managers may delegate and assign, for the time being, the powers and duties of any officer to any other officer.

END OF EXHIBIT B

EXHIBIT D - TAX DEFINITIONS AND CAPITAL ACCOUNT MAINTENANCE

1. DEFINITIONS.

For purposes of the Agreement, including the Exhibits thereto, the following terms shall have the following meanings:

1.1 *"Adjusted Capital Account"* means the Capital Account maintained for each Member as of the end of each Company taxable year (i) increased by any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5) and (ii) decreased by the items described in 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). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

1.2 *"Adjusted Capital Account Deficit"* means, with respect to any Member, the deficit balance, if any, in such Member's Adjusted Capital Account as of the end of the relevant Company taxable year.

1.3 *"Adjusted Property"* means any property the Carrying Value of which has been adjusted pursuant to this Exhibit C. Once an Adjusted Property is deemed distributed by, and re-contributed to, the Company for federal income tax purposes upon a termination thereof pursuant to Section 708 of the Code, such property shall thereafter constitute a Contributed Property until the Carrying Value of such property is further adjusted pursuant to this Exhibit C.

1.4 *"Agreed Value"* means (i) in the case of any Contributed Property set forth in Schedule C-1 and as of the time of its contribution to the Company, the Agreed Value of such property as set forth in Schedule C-1; (ii) in the case of any Contributed Property not set forth in Schedule C-1 and as of the time of its contribution to the Company, the 704(c) Value of such property, reduced by any liabilities either assumed by the Company upon such contribution or to which such property is subject when contributed, and (iii) in the case of any property distributed to a Member by the Company, the Company's Carrying Value of such property at the time such property is distributed, reduced by any indebtedness either assumed by such Member upon such distribution or to which such property is subject at the time of distribution as determined under Section 752 of the Code and the Regulations thereunder.

1.5 *"Book-Tax Disparities"* means, with respect to any item of Contributed Property or Adjusted Property, as of the date of any determination, the difference between the Carrying Value of such Contributed Property or Adjusted Property and the adjusted basis thereof for federal income tax purposes as of such date. A Member's share of the Company's Book-Tax Disparities in all of its Contributed Property and Adjusted Property will be reflected by the difference between such Member's Capital Account balance as maintained pursuant to this Exhibit C, and the hypothetical balance of such Member's Capital Account computed as if it had been maintained strictly in accordance with federal income tax accounting principles.

1.6 *"Carrying Value"* means (i) with respect to a Contributed Property or Adjusted Property, the 704(c) Value of such property, reduced (but not below zero) by all Depreciation with respect to such Property charged to the Members' Capital Accounts following the contribution of

or adjustment with respect to such Property, and (ii) with respect to any other Company property, the adjusted basis of such property for federal income tax purposes, all as of the time of determination. The Carrying Value of any property shall be adjusted from time to time in accordance with this Exhibit C, and to reflect changes, additions or other adjustments to the Carrying Value for dispositions and acquisitions of Company properties, as deemed appropriate by the Manager.

1.7 *"Company Minimum Gain"* means "partnership minimum gain" within the meaning set forth in Regulations Section 1.704-2(b)(2), and the amount of Company Minimum Gain, as well as any net increase or decrease in a Company Minimum Gain, for a Company taxable year shall be determined in accordance with the rules of Regulations Section 1.704-2(d).

1.8 *"Contributed Property"* means each property or other asset, in such form as may be permitted by the Act, but excluding cash, contributed or deemed contributed to the Company (including deemed contributions to the Company on termination and reconstitution thereof pursuant to Section 708 of the Code). Once the Carrying Value of a Contributed Property is adjusted pursuant to this Exhibit C, such property shall no longer constitute a Contributed Property for purposes of this Exhibit C, but shall be deemed an Adjusted Property for such purposes.

1.9 *"Member Minimum Gain"* means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations Section 1.704-2(i)(3).

1.10 *"Member Nonrecourse Debt"* means "partner nonrecourse debt" within the meaning set forth in Regulations Section 1.704-2(b)(4).

1.11 *"Member Nonrecourse Deductions"* means "partner nonrecourse deductions" within the meaning set forth in Regulations Section 1.704-2(i)(2), and the amount of Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt for a Company taxable year shall be determined in accordance with the rules of Regulations Section 1.704-2(i)(2).

1.12 *"Nonrecourse Built-in Gain"* means, with respect to any Contributed Properties or Adjusted Properties that are subject to a mortgage or negative pledge securing a Nonrecourse Liability, the amount of any taxable gain that would be allocated to the Members pursuant to Section 3.2 of Exhibit D if such properties were disposed of in a taxable transaction in full satisfaction of such liabilities and for no other consideration.

1.13 *"Nonrecourse Deductions"* has the meaning set forth in Regulations Section 1.704-2(b)(1), and the amount of Nonrecourse Deductions for a Company taxable year shall be determined in accordance with the rules of Regulations Section 1.704-2(c).

1.14 *"Nonrecourse Liability"* has the meaning set forth in Regulations Section 1.752-1(a)(2).

1.15 *"Recapture Income"* means any gain recognized by the Company upon the disposition of any property or asset of the Company, which gain is characterized as ordinary income because it represents the recapture of deductions previously taken with respect to such property or asset.

1.16 *"Residual Gain"* or *"Residual Loss"* means any item of gain or loss, as the case may be, of the Company recognized for federal income tax purposes resulting from a sale, exchange or other disposition of Contributed Property or Adjusted Property, to the extent such item of gain or loss is not allocated pursuant to Section 3.2(a)(1) or Section 3.2(b)(1) of Exhibit D to eliminate Book-Tax Disparities.

1.17 *"704(c) Value"* of any Contributed Property means the value of such property as set forth in Schedule C or if no value is set forth in Schedule C, the fair market value of such property or other consideration at the time of contribution as determined by the Manager using such reasonable method of valuation as they may adopt; provided, however, that the 704(c) Value of any property deemed contributed to the Company for federal income tax purposes upon termination and reconstitution thereof pursuant to Section 708 of the Code shall be determined in accordance with this Exhibit C. Subject to the provisions of this Exhibit C, the Manager shall, in his or their sole and absolute discretion, use such method as he or they deem reasonable and appropriate to allocate the aggregate of the 704(c) Values of Contributed Properties in a single or integrated transaction among the separate properties on a basis proportional to their respective fair market values.

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1.18 *"Unrealized Gain"* attributable to any item of Company property means, as of any date of determination, the excess, if any, of (i) the fair market value of such property (as determined under this Exhibit C) as of such date, over (ii) the Carrying Value of such property (prior to any adjustment to be made pursuant to this Exhibit C) as of such date.

1.19 *"Unrealized Loss"* attributable to any item of Company property means, as of any date of determination, the excess, if any, of (i) the Carrying Value of such property (prior to any adjustment to be made pursuant to this Exhibit C) as of such date, over (ii) the fair market value of such property (as determined under this Exhibit C) as of such date.

2. CAPITAL ACCOUNTS OF THE MEMBERS.

2.1 The Company shall maintain for each Member a separate Capital Account in accordance with the rules of Regulations Section 1.704-1(b)(2)(iv). Such Capital Account shall be increased by (i) the amount of all Capital Contributions and any other deemed contributions made by such Member to the Company pursuant to this Agreement and (ii) all items of Company income and gain (including income and gain exempt from tax) computed in accordance with Section 2.2 hereof and allocated to such Member pursuant to Exhibit D, and decreased by (x) the amount of cash or Agreed Value of all actual and deemed distributions of cash or property made to such Member pursuant to this Agreement and (y) all items of Company deduction and loss computed in accordance with Section 2.2 hereof and allocated to such Member pursuant to Exhibit D.

2.2 For purposes of computing the amount of any item of income, gain, deduction or loss to be reflected in the Members' Capital Accounts, unless otherwise specified in this Agreement, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for federal income tax purposes determined in accordance with Section 703(a) of the Code (for this purpose all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

(a) Except as otherwise provided in Regulations Section 1.704-1(b)(2)(iv)(m), the computation of all items of income, gain, loss and deduction shall be made without regard to any election under Section 754 of the Code which may be made by the Company, provided that the amounts of any adjustments to the adjusted bases of the assets of the Company made pursuant to Section 734 of the Code as a result of the distribution of property by the Company to a Member (to the extent that such adjustments have not previously been reflected in the Members' Capital Accounts) shall be reflected in the Capital Accounts of the Members in the manner and subject to the limitations prescribed in Regulations Section 1.704-1(b)(2)(iv)(m)(4).

(b) The computation of all items of income, gain, and deduction shall be made without regard to the fact that items described in Sections 705(a)(1)(B) or 705(a)(2)(B) of the Code are not includable in gross income or are neither currently deductible nor capitalized for federal income tax purposes.

(c) Any income, gain or loss attributable to the taxable disposition of any Company property shall be determined as if the adjusted basis of such property as of such date of disposition were equal in amount to the Company's Carrying Value with respect to such property as of such date.

(d) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year.

(e) In the event the Carrying Value of any Company Asset is adjusted pursuant to Section 2.4 hereof, the amount of any such adjustment shall be taken into account as gain or loss from the disposition of such asset.

(f) Any items specifically allocated under Article 3 of Exhibit D shall not be taken into account.

2.3 Generally, a transferee (including an Assignee) of a Membership Unit shall succeed to a pro rata portion of the Capital Account of the transferor; provided, however, that, if the transfer causes a termination of the Company under Section 708(b)(1)(B) of the Code, the Company's properties shall be deemed solely for federal income tax purposes, to have been distributed in liquidation of the Company to the holders of Membership Units (including such transferee) and re-contributed by such Persons in reconstitution of the Company. In such event, the Carrying Values of the Company properties shall be adjusted immediately prior to such deemed distribution pursuant to Section 2.4(b) hereof. The Capital Accounts of such reconstituted Company shall be maintained in accordance with the principles of this Exhibit C.

2.4 (a) Consistent with the provisions of Regulations Section 1.704-1(b)(2)(iv)(f), and as provided in Section 2.4(b) hereof, the Carrying Value of all Company assets shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Company property, as of the times of the adjustments provided in Section 2.4(b) hereof, as if such

Unrealized Gain or Unrealized Loss had been recognized on an actual sale of each such property and allocated pursuant to Exhibit D.

(b) Such adjustments shall be made as of the following times:

(1) immediately prior to the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution;

(2) immediately prior to the distribution by the Company to a Member of more than a de minimis amount of property as consideration for an interest in the Company; and

(3) immediately prior to the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g);

provided, however, that adjustments pursuant to clauses (1) and (2) above shall be made only if the Manager determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company.

(c) In accordance with Regulations Section 1.704-1(b)(2)(iv)(e), the Carrying Value of Company assets distributed in kind shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Company property, as of the time any such asset is distributed.

(d) In determining Unrealized Gain or Unrealized Loss for purposes of this Exhibit C, C, the aggregate cash amount and fair market value of all Company assets (including cash or cash equivalents) shall be determined and allocated among the assets of the Company by the Manager, or in the case of a liquidating distribution pursuant to Article 8 of the Agreement, by the Liquidator, using such reasonable methods of valuation as they or it, as the case may be, may adopt.

2.5 The provisions of this Agreement (including this Exhibit C, and other Exhibits to the Agreement) relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Manager shall determine that it is prudent to modify (i) the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company, or any Member are computed or (ii) the manner in which items are allocated among the Members for federal income tax purposes in order to comply with such Regulations or to comply with Section 704(c) of the Code, the Manager may make such modification without regard to Article 5 of the Agreement, provided that it is not likely to have a material effect on the amounts distributable to any Person pursuant to Article 8 of the Agreement upon the dissolution of the Company. The Manager also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b). In addition, the Manager may adopt and employ such methods and procedures for (i) the maintenance of book and tax capital

accounts, (ii) the determination and allocation of adjustments under Sections 704(c), 734 and 743 of the Code, (iii) the determination of Net Income, Net Loss, taxable income, taxable loss and items thereof under this Agreement and pursuant to the Code, (iv) the adoption of reasonable conventions and methods for the valuation of assets and the determination of tax basis, (v) the allocation of asset value and tax basis, and (vi) conventions for the determination of cost recovery, depreciation and amortization deductions, as the Manager determines in his or their sole discretion are necessary or appropriate to execute the provisions of this Agreement and to comply with federal and state tax laws.

3. NO INTEREST.

No interest shall be paid by the Company on Capital Contributions or on balances in Members' Capital Accounts.

4. NO WITHDRAWAL.

No Member shall be entitled to withdraw any part of his Capital Contribution or his Capital Account or to receive any distribution from the Company, except as provided in Articles 5 and 8 of the Agreement.

END OF EXHIBIT C

EXHIBIT E - ALLOCATION RULES

1. REGULAR ALLOCATION RULES.

Except as otherwise provided in this Exhibit D, the Company's items of income, gain, loss and deduction (computed in accordance with Exhibit C) shall be allocated among the Members in each taxable year (or portion thereof) as follows:

1.1 Net Income shall be allocated to the Members in accordance with their respective Percentage Interests;

1.2 After giving effect to the special allocations set forth in Article 2 of this Exhibit D, Net Losses shall be allocated to the Members in accordance with their respective Percentage Interests;

1.3 For purposes of Regulations Section 1.752-3(a), the Members agree that Nonrecourse Liabilities of the Company in excess of the sum of (i) the amount of Company Minimum Gain and (ii) the total amount of Nonrecourse Built-in Gain shall be allocated among the Members in accordance with their respective Percentage Interests; and

1.4 Any gain allocated to the Members upon the sale or other taxable disposition of any Company asset shall to the extent possible, after taking into account other required allocations of gain pursuant to Article 2 of this Exhibit D, be characterized as Recapture Income in the same proportions and to the same extent as such Members have been allocated any deductions directly or indirectly giving rise to the treatment of such gains as Recapture Income.

2. SPECIAL ALLOCATION RULES.

Notwithstanding any other provision of the Agreement or this Exhibit D, the following special allocations shall be made in the following order:

2.1 Minimum Gain Chargeback. Notwithstanding the provisions of the Agreement or any other provisions of this Exhibit D, if there is a net decrease in Company Minimum Gain during any Company taxable 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, as determined under Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Section 1.704-2(f)(6). This Section 2.1 is intended to comply with the minimum gain chargeback requirements in Regulations Section 1.704-2(f) and shall be interpreted consistently therewith. Solely for purposes of this Section 2.1, each Member's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to Article 1 of this Exhibit D of Member Minimum Gain during such Company taxable year.

2.2 Member Minimum Gain Chargeback. Notwithstanding any of the provisions of the Agreement or any other provisions of this Exhibit D (except Section 2.1 hereof), if there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Debt during any Company taxable year, each Member who has a share of the Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), 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 Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Section 1.704-2(i)(4). This Section 2.2 is intended to comply with the minimum gain chargeback requirement in such Section of the Regulations and shall be interpreted consistently therewith. Solely for purposes of this Section 2.2, each Member's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to Article 1 of this Exhibit D with respect to such Company taxable year, other than allocations pursuant to Section 2.1 hereof.

2.3 Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations or distributions described in 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), and after giving effect to the allocations required under Sections 2.1 and 2.2 hereof, such Member has an Adjusted Capital Account Deficit, items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income and gain for the Company taxable year) shall be specifically allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, its Adjusted Capital Account Deficit created by such adjustments, allocations or distributions as quickly as possible.

2.4 Nonrecourse Deductions. Nonrecourse Deductions for any Company taxable year shall be allocated to the Members in accordance with their respective Percentage Interests. If the Manager determines in his or her good faith discretion that the Company's Nonrecourse Deductions must be allocated in a different ratio to satisfy the safe harbor requirements of the Regulations promulgated under Section 704(b) of the Code, the Manager is authorized to revise the prescribed ratio to the numerically closest ratio for such Company taxable year which would satisfy such requirements.

2.5 Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Company taxable year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i).

2.6 Code Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to 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 item of 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 Regulations.

2.7 Curative Allocations. The allocations set forth in Section 2.1 through 2.6 of this Exhibit D (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations under Section 704(b) of the Code. The Regulatory Allocations may not be consistent with the manner in which the Members intend to divide Company distributions. Accordingly, the Manager is hereby authorized to divide other allocations of income, gain, deduction and loss among the Members so as to prevent the Regulatory Allocations from distorting the manner in which Company distributions will be divided among the Members. In general, the Members anticipate that this will be accomplished by specially allocating other items of income, gain, loss and deduction among the Members so that the net amount of the Regulatory Allocations and such special allocations to each person is zero. However, the Manager will have discretion to accomplish this result in any reasonable manner; provided, however, that no allocation pursuant to this Section 2.7 shall cause the Company to fail to comply with the requirements of Regulations Sections 1.704-1(b)(2)(ii)(d), -2(e) or -2(i).

3. ALLOCATIONS FOR TAX PURPOSES.

3.1 Except as otherwise provided in this Article 3, for federal income tax purposes, each item of income, gain, loss and deduction shall be allocated among the Members in the same manner as its correlative item of "book" income, gain, loss or deduction is allocated pursuant to Articles 1 and 2 of this Exhibit D.

3.2 In an attempt to eliminate Book-Tax Disparities attributable to a Contributed Property or Adjusted Property, items of income, gain, loss, and deduction shall be allocated for federal income tax purposes among the Members as follows:

(a) In the case of a Contributed Property, such items attributable thereto shall:

(i) be allocated among the Members consistent with the principles of Section 704(c) of the Code and the Regulations thereunder to take into account the variation between the 704(c) Value of such property and its adjusted basis at the time of contribution; and

(ii) any item of Residual Gain or Residual Loss attributable to a Contributed Property shall be allocated among the Members in the same manner as its correlative item of "book" gain or loss is allocated pursuant to Articles 1 and 2 of this Exhibit D.

(b) In the case of an Adjusted Property, such items shall:

(i) first, be allocated among the Members in a manner consistent with the principles of Section 704(c) of the Code and the Regulations thereunder to take into account the Unrealized Gain or Unrealized Loss attributable to such property and the allocations thereof pursuant to Exhibit C, and

(ii) second, in the event such property was originally a Contributed Property, be allocated among the Members in a manner consistent with Section 3.2(a) of this Exhibit D; and

(iii) any item of Residual Gain or Residual Loss attributable to an Adjusted Property shall be allocated among the Members in the same manner its correlative item of "book" gain or loss is allocated pursuant to Articles 1 and 2 of this Exhibit D.

(c) all other items of income, gain, loss and deduction shall be allocated among the Members in the same manner as their correlative item of "book" gain or loss is allocated pursuant to Articles 1 and 2 of this Exhibit D.

3.3 To the extent that the Treasury Regulations promulgated pursuant to Section 704(c) of the Code permit the Company to utilize alternative methods to eliminate the disparities between the Carrying Value of property and its adjusted basis, the Manager shall have the authority to elect the method to be used by the Company and such election shall be binding on all Members. It is anticipated that the Manager will elect the "traditional method" under Section 704(c) of the Code with respect to property contributed as of the date hereof.

4. NO WITHDRAWAL.

No Member shall be entitled to withdraw any part of his Capital Contribution or his Capital Account or to receive any distribution from the Company, except as provided in Articles 5 and 8 of the Agreement.

END OF EXHIBIT D

EXHIBIT E-
CROSS INDEMNIFICATION AGREEMENT

THIS AGREEMENT is made this _____ day of , by and among _____.

WITNESSETH:

WHEREAS, the parties hereto are _____ of _____ LLC (the "Company"), and

WHEREAS, the parties hereto are willing to provide personal guarantees for the certain indebtedness of the Company to certain lending institutions, and all of the parties hereto wish to define their obligations of contribution and to indemnify each other for personal liabilities for the Company's indebtedness to said lending institutions.

NOW, THEREFORE, in consideration of the premises, and for other good and lawful consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Guarantee Obligations. The parties agree that in the event that the Company or any party hereto should be compelled to pay any portion of the indebtedness owed by the Company, or become subject to any suit, demand or action on such indebtedness, all of the parties to this Agreement shall be subject to a contribution and indemnification obligation with respect to such party such that any personal or guaranty liability on obligations of the Company for the indebtedness shall be borne by the parties in and limited pro rata, based on each parties' Percentage Interest in the Company.

It is the intention of the parties that none of the parties shall bear liability for obligations of the Company for the indebtedness in excess of each of the party's percentage indemnification obligation under this Agreement. Accordingly, should any party refuse to participate in satisfaction of personal or guaranty liability of a party hereto on obligations for the indebtedness, the refusing party's obligation under this Agreement may be sued upon and judgment obtained based upon this Agreement, in any court of competent jurisdiction.

2. Notice. Should any party be subjected to a claim, suit, action or other proceeding seeking satisfaction on personal liability or guaranty of obligations of the debt of the Company for the indebtedness, such party shall be obligated to notify in writing each of the other parties to this Agreement of such claim, suit, action or other proceeding within twenty (20) days after receiving notice of such claim, suit, action or proceeding. The remaining parties shall have the right to

participate in the defense, settlement or compromise of such matter as a precondition to their obligation of indemnification hereunder. No such action shall be compromised or settled without the consent of a majority of the parties hereto. Upon a majority-approved compromise or settlement, all of the parties shall be bound to such compromise or settlement.

3. Jurisdiction. Each of the parties hereto consents to the jurisdiction of the Supreme Court of the State of New York, and venue within the County of Erie, with respect to any action brought to enforce the terms of this Agreement against such party.

4. Benefit. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors, permitted assigns, heirs, executors and administrators.

5. Nonassignability. This Agreement may not be assigned or transferred without the prior written consent of the nonassigning party.

6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

OPERATING AGREEMENT

OF

_____ LLC

June 9, 2023

EXHIBIT C

SUBSCRIPTION AGREEMENT

[See Attached]

SUBSCRIPTION AGREEMENT

The Hamilton RE Fund LLC

THIS SUBSCRIPTION AGREEMENT ("**Agreement**") is made by and between The Hamilton RE Fund LLC, a New York limited liability company (the "**Company**"), and _____

_____

(Please enter complete legal name of Subscriber) ("**Subscriber**") and is effective as of the date the Company executes this Agreement ("**Effective Date**"). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Defined Terms attached hereto as Schedule 1 and incorporated herein, or, if not defined in Schedule 1, in the Memorandum.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Agreement of Purchase and Sale.

1.1 Purchase and Sale. The Company hereby agrees to sell, and Subscriber agrees to purchase, _____ membership units ("**Units**") in the Company at a Purchase Price equal to $_____. Subscriber is subscribing to be a Member as described in the Memorandum.

1.2 Payment. Within five (5) days of executing and returning this Agreement, Subscriber shall fund a deposit with the Company, or an affiliate as instructed by the Company, in the amount of 15% of its equity investment (the "**Deposit**") pursuant to wiring instructions to be provided by the Company or its affiliate, as applicable, unless otherwise waived by the Company. The remainder of the Purchase Price shall be payable no later than fourteen (14) days prior to Closing.

1.3 Subscriber's Deliveries. Prior to the Closing, Subscriber shall execute, acknowledge (where appropriate) and deliver to the Company: (i) this Agreement; (ii) a signature page to the Company Operating Agreement; and (iii) such other documents as may reasonably be requested by the Company; provided, however, the effectiveness of any such documentation shall remain subject to the satisfaction of the closing condition as set forth in Section 3 hereof.

2. Deliveries and Closing.

2.1 Accredited Investor Documentation

2.1.1 Subscriber hereby represents to Company that it qualifies as an Accredited Investor on the basis that:

(a) If Subscriber is a **NATURAL PERSON** and *(Subscriber must select by initialing either the Income Test or the Net Worth Test below)*:

_____ (1) **Income Test**: Subscriber's individual income exceeded $200,000 in each of the two most recent years or Subscriber's joint income together with Subscriber's spouse or spousal equivalent exceeded $300,000 in each of those years **and** Subscriber reasonably expects to earn individual income of at least $200,000 this year or joint income with Subscriber's spouse or spousal equivalent of at least $300,000 this year;

OR

_____ (2) **Net Worth Test**: Subscriber's individual net worth, or Subscriber's joint net worth together with Subscriber's spouse or spousal equivalent, exceeds $1,000,000.

For these purposes, (A) "net worth" means the excess of total assets at fair market value (including all personal and real property, but excluding the estimated fair market value of Subscriber's primary residence) **minus** total liabilities; and (B) "liabilities" exclude any mortgage or other debt secured by Subscriber's primary residence in an amount of up to the estimated fair market value of that residence, but include any mortgage or other debt secured by Subscriber's primary residence in an amount in excess of the estimated fair market value of that residence.

(b) If Subscriber is not a natural person, Subscriber represents and warrants that *(initial as appropriate)*:

_____ it is a corporation, Massachusetts or similar business trust, partnership, limited liability company or organization described in Internal Revenue Code of 1986, as amended, Section 501(c)(3), not formed for the specific purpose of acquiring Units, with total assets over $5,000,000;

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

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

_____ it is an entity in which all of the equity owners are Accredited Investors.

2.1.2 To verify Subscriber's status as an Accredited Investor, Subscriber agrees to assist in arranging for either VerifyInvestor.com or a registered broker-dealer, SEC-registered investment adviser, licensed attorney, or certified public accountant (each, a "**Third Party Verifier**") to deliver to Company written confirmation of Subscriber's status as an Accredited Investor. Subscriber hereby authorizes Company and its agents to communicate with such Third-Party Verifier to obtain such verification. Subscriber understands that it is solely responsible for paying any fees charged by the Third-Party Verifier in connection with verifying Subscriber's status as an Accredited Investor. Within five (5) days after the date of this Agreement, Subscriber will deliver to the Company all required supporting documentation requested by Company or the Third-Party Verifier.

2.2 The Company's Deliveries. Prior to Closing, the Company shall deliver certificates regarding federal and state withholding taxes and other customary documents in the appropriate form conveying the Units to Subscriber.

2.3 Closing. Closing shall occur on the date that: (a) all funds and instruments required pursuant to Sections 1 and 2 have been delivered to the Company; and (b) the conditions precedent set forth in Section

3 have been, or upon such closing shall be, satisfied or waived (the "**Closing Date**"). The Company is instructed to insert the Closing Date as the closing date of the other Transaction Documents.

2.4 Consequences of Termination of Agreement. If this Agreement is so terminated for any reason other than default of Subscriber or the Company hereunder, (i) Subscriber and the Company shall promptly execute and deliver cancellation instructions reasonably requested by the Company; (ii) Subscriber and the Company shall be released from their obligations under this Agreement, other than any obligations of Subscriber that survive termination of this Agreement; and (iii) Subscriber or Subscriber's designee (such as its qualified intermediary) shall be entitled to an immediate return of the Deposit. If all conditions to the Closing have been satisfied or waived by the Closing Date and Subscriber fails to close, in addition to any other rights or remedies that the Company may have, (a) the Company shall be entitled to terminate this Agreement and, upon such termination, the Company shall be released from all obligations under this Agreement, (b) the Company shall be entitled to retain the Deposit. If this Agreement is terminated, Subscriber will have no right to acquire any portion of the Property and will have no claims against the Company for expenses, lost profits or otherwise.

3. Conditions to Closing.

3.1 Closing Condition. This Agreement and the obligations of the parties hereunder are subject to the following conditions:

3.1.1 Company shall have obtained written confirmation of Subscriber's status as an Accredited Investor from the Third Party Verifier.

4. Intentionally Deleted.

5. Distribution of Funds and Documents.

5.1 Deposit of Funds. Except as set forth below, all Cash received hereunder by the Company shall, until Closing, be kept in a non-interest bearing account, in any state or national bank, and may be transferred to any other general escrow account(s) at or prior to Closing in anticipation of Closing. Each Subscriber's Deposit tendered to the Company shall be applied against such Subscriber's purchase price at Closing. Subscriber acknowledges that there will be no restrictions on the Company's use of the Deposit.

5.2 Disbursements. Prior to Closing, the Company will (i) transfer the Purchase Price to escrow, keeping any proration or other credits to which the Company will be entitled less any appropriate proration or other charges due Subscriber, and (ii) hold for personal pickup for Subscriber or order, or if requested, wire transfer to an account designated by Subscriber, any excess funds previously delivered to the Company by Subscriber.

6. Representations and Warranties.

6.1 Intentionally Deleted.

6.2 Company Representations and Warranties.

6.2.1 Company Representations and Warranties. The Company hereby represents and warrants, as of the date of this Agreement and the Closing Date, that:

(a) the execution, delivery, and performance of this Agreement and all other agreements contemplated hereby to which the Company is a party have been duly and validly authorized by the Company, and constitute valid and binding obligations of the Company, enforceable in accordance with their terms;

(b) the execution and delivery by the Company of this Agreement and all such other agreements, and the sale of Units hereunder, and the fulfillment of and compliance with the respective terms hereof and thereof by the Company, do not and shall not (1) conflict with or result in a breach of the terms, conditions, or provisions of, (2) constitute a material default under, (3) result in the creation of any lien or encumbrance upon the Company's assets pursuant to, (4) give any third party the right to modify, terminate, or accelerate any obligations under, (5) result in a violation of, or (6) require any authorization, consent, approval, exemption, or other

action by or notice or declaration to, or filing with any court or administrative or governmental body or agency pursuant to, the organizational documents of the Company, or any law, statute, rule or regulation, order, judgment or decree to which the Company is subject, or any material agreement or instrument to which the Company is subject;

(c) there are no actions, suits, proceedings, orders, investigations, or claims pending or, to the Company's knowledge, threatened against the Company, or pending or threatened by the Company against any third party;

(d) the Company is not subject to any judgment, order, or decree of any court or governmental body, agency, or official of any country or political subdivision of any country (a "**Governmental Authority**"), which could have any change or effect that is or could reasonably be expected to be materially adverse to the business, assets, conditions, or operations of the Company and no permit, consent, approval, or authorization of, or filing with, any Governmental Authority or any other person or entity is required in connection with the execution, delivery, and performance by the Company of this Agreement or the other agreements contemplated hereby, except those that have already been obtained or made; and

(e) all documents, instruments, and other materials provided to Subscriber by the Company in conjunction with this transaction are true and correct in all material respects, and do not contain any material misstatement of a material fact or fail to state any material fact required or necessary to make any statements contained therein, in light of the circumstances in which they are made, not misleading.

6.2.2 **SUBSCRIBER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY ADVICE OR ANY INFORMATION OR MATERIAL FURNISHED BY THE COMPANY, THE MANAGER, OR THEIR REPRESENTATIVES, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, OF ANY NATURE WHATSOEVER, REGARDING ANY TAX MATTERS.**

6.3 Commissions. The parties mutually warrant and covenant that, other than commissions and fees described in the Memorandum or this Agreement, no brokerage commissions, finder's fees, or similar commissions or fees shall be due or payable by the Subscriber on account of this transaction. Each party shall indemnify, protect, defend, and hold the other harmless from the claims for such commissions or fees arising out of the actions of the indemnifying party, including, without limitation, attorneys' fees and costs, incurred in connection therewith or to enforce this indemnity, which indemnities shall survive the Closing.

6.4 Additional Subscriber Representations and Warranties. Subscriber hereby represents and warrants to the Company that the following are true and correct on the date of this Agreement and as of the Closing Date:

6.4.1 Subscriber acknowledges that it has received, read, and fully understands the Memorandum and its exhibits. Subscriber acknowledges that it is basing its decision to invest on the Memorandum and Subscriber has relied exclusively on the information contained therein and has not relied upon any representations made by any other person or any verbal or other communications from the Company, or from any other officer, director, employee or agent of the foregoing persons or entities in making its investment decision. Subscriber recognizes that an investment in the Units involves substantial risk and Subscriber is fully cognizant of and understands all of the risk factors related to the purchase of the Units, including, but not limited to, those risks set forth in the section of the Memorandum entitled "RISK FACTORS."

6.4.2 Subscriber's overall commitment to not readily marketable investments is not disproportionate to its individual net worth, and its investment in Units will not cause such overall commitment to become excessive. Subscriber has adequate means of providing for its financial requirements and has no need for liquidity in this investment. Subscriber can bear and is willing to accept the economic risk of losing its entire investment. Subscriber has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the investment in Units.

6.4.3 All information and documentary evidence that Subscriber has provided to the Company concerning its availability to invest is complete, accurate and correct as of the date of its signature on this

Agreement. Subscriber hereby agrees to notify the Company immediately of any material change in any such information occurring prior to the Closing Date, including any information about changes concerning its net worth and financial position.

6.4.4 Subscriber has had the opportunity to ask questions of, and receive answers from the Company its owners, officers, managers, employees, and affiliates, concerning the Interests, the Property and the terms and conditions of the Offering and to obtain any additional information deemed necessary to verify the accuracy of the information contained in the Memorandum. Subscriber has been provided with all material information requested by either Subscriber or others representing Subscriber. Subscriber has had an opportunity to review the materials identified as "Disclosure Materials" in the Memorandum.

6.4.5 Subscriber is purchasing the Units for Subscriber's own account and for investment purposes only and has no intent to distribute, transfer, assign, resell, or subdivide the Units. Subscriber understands that, due to the restrictions referred to in Subsection 6.4.6, and the lack of any market existing or to exist for the Units, Subscriber's investment in the Units will be highly illiquid and may have to be held indefinitely.

6.4.6 Subscriber is fully aware that the Units have not been registered under the Securities Act, or the securities laws of any states and are being offered and sold in reliance on exemptions from the registration requirements of said Act and such laws, which reliance is based in part upon Subscriber's representations set forth herein. Subscriber understands that the 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. The Units have not been approved or disapproved by the U.S. Securities and Exchange Commission, any state securities commission, or other regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of this Offering or the accuracy or adequacy of the Memorandum. Any representation to the contrary is unlawful.

6.4.7 Subscriber understands that none of the Company, the Manager, or their owners, officers, members, managers, employees or affiliates, legal counsel, or advisors represent Subscriber in any way in connection with the purchase of Units and the entering into of any agreements associated therewith. Subscriber understands that legal counsel to the Company its affiliates does not represent and shall not be deemed under codes of professional responsibility to have represented or to be representing, Subscriber.

6.4.8 Subscriber hereby agrees to indemnify, defend, and hold harmless the Company and each of its owners, officers, members, managers, affiliates, and advisors of and from any and all damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) that they may incur by reason of Subscriber's failure to fulfill all of the terms and conditions of this Agreement or by reason of the untruth or inaccuracy of any of the representations, warranties, covenants, or agreements contained herein or in any other documents Subscriber has 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, or any of their owners, officers, members, managers, 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 Subscriber has furnished to any of the foregoing in connection with this transaction.

6.4.9 Promptly upon receipt of a written request from the Company, Subscriber agrees to provide such information and to execute and deliver such documents as may be reasonably necessary to comply with any and all laws and regulations to which the Company or Subscriber is subject.

6.4.10 The representations, warranties, and other information set forth in this Agreement and the Accredited Investor Documentation provided by Subscriber are, and shall continue to be, true, correct, and complete in all respects.

6.5 The representations and warranties of Subscriber and the Company set forth herein above shall survive the Closing or termination of this Agreement.

7. General Provisions.

7.1 Interpretation. All exhibits referred to herein and attached hereto are incorporated by reference. This Agreement, together with the other Transaction Documents, contain the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written, are merged herein. If any term or provision herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, such fact shall not affect the validity or enforceability of the other portions of this Agreement.

7.2 Modifications. No modifications, amendments or waiver of the Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement thereof is or may be sought.

7.3 Cooperation. Subscriber and the Company acknowledge that it may be necessary to execute documents other than those specifically referred to herein to complete the acquisitions of the Units as provided herein. Subscriber and the Company agree to cooperate with each other in good faith by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction.

7.4 Assignment. Subscriber may not assign its rights under this Agreement without first obtaining the Company's prior written consent, which consent may be withheld in the Company's sole and absolute discretion. No such assignment shall operate to release the assignor from the obligation to perform all of its obligations hereunder. Subject to any limitation on assignment set forth herein, all terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective legal representatives, successors, and assigns.

7.5 Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be addressed as follows:

If to the Company, to: The Hamilton RE Fund LLC
c/o The Hamilton RE Management LLC
5360 Genesee Street Suite 201
Bowmansville, NY 14026
Attn: Investor Relations
E-mail: info@hamiltonrealestatefund.com
Telephone: (716) 247-5289 ext. 1001

If to Subscriber, to Subscriber's address as provided to the Company. Either party may change such address by written notice to the other party. Unless otherwise specifically provided for herein, all notices, payments, demands or other communications given hereunder shall be deemed to have been duly given and received: (i) upon personal delivery, or (ii) as of the third business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding Business Day after deposit with Federal Express or other similar overnight delivery system that maintains tracking and evidence of delivery, or (iv) by email and considered delivered upon completion of transmittal and confirmation of receipt by return email from the recipient.

7.6 Counterparts. This Agreement may be executed in counterparts, all of which when taken together shall be deemed fully executed originals.

7.7 Applicable Law and Severability. This Agreement shall, in all respects, be governed by the laws of the State of New York. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

7.8 Attorney Fees. In the trial or appeal of any civil action, arbitration, or other proceeding to construe or enforce any of the terms of this Agreement, the prevailing party or parties will be entitled to recover

reasonable attorneys' fees and costs, including, without limitation, expert witness fees.

7.9 ACCEPTANCE OR REJECTION OF SUBSCRIBER'S OFFER. THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER OF ANY KIND BY THE COMPANY AND SHALL NOT BIND THE COMPANY UNLESS DULY EXECUTED AND DELIVERED BY THE COMPANY. TO SUBMIT AN OFFER, SUBSCRIBER SHALL DELIVER TO THE COMPANY: (I) ONE COMPLETED AND EXECUTED ORIGINAL OF THIS AGREEMENT (OR AS MANY COMPLETED AND EXECUTED ORIGINALS AS THE COMPANY MAY REQUEST). THE COMPANY SHALL HAVE FIFTEEN DAYS TO EITHER ACCEPT OR REJECT SUBSCRIBER'S OFFER. IF THE COMPANY DOES NOT ACCEPT SUBSCRIBER'S OFFER WITHIN SUCH FIFTEEN-DAY PERIOD, THE OFFER SHALL BE DEEMED REJECTED.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

THE COMPANY:

The Hamilton RE Fund LLC,
a New York limited liability company

By: The Hamilton RE Management LLC
a New York limited liability company
Its: Manager

By: _____
Name: Anthony J. Cutaia
Its: Manager

DATE: _____

SUBSCRIBER:

_____
Printed Name: _____
Title (if applicable):_____

SCHEDULE 1

DEFINED TERMS

This list of Defined Terms is attached to and forms a part of the Agreement.

"**Business Day**" means any day other than a Saturday or Sunday or legal holiday in the State of New York.

"**Cash**" means (i) currency of the United States of America, (ii) cashier's check(s) currently dated and payable to the Company or as directed by the Company, as required under this Agreement, drawn and paid through a daily organized and operating bank or savings and loan institution, tendered to the Company or as directed by the Company, as required under this Agreement at least two (2) Business Days before funds are otherwise required to be delivered under this Agreement, or (iii) an amount credited by wire transfer to the bank account of the Company or as directed by the Company, as required under this Agreement.

"**Closing**" means the date that the Interests are acquired by the Company.

"**Company Operating Agreement**" shall mean the Amended and Restated Operating Agreement of the Company dated and effective as of June 9, 2023, to be executed by Subscriber as of Closing.

"**Memorandum**" means the Amended and Restated Confidential Private Placement Memorandum dated June 9, 2023 for the sale of the Units, as the same may from time to time be supplemented.

"**Projects**" means those certain Projects as defined in the Memorandum.

"**Purchase Price**" shall mean the purchase price for the Units as set forth in Section 1.1.

"**Transaction Documents**" means this Agreement, the Company Operating Agreement, and such other documents as may be required by the Company, lender or otherwise.