THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION DOES NOT PASS UPON THE MERITS OF OR GIVE ITS APPROVAL TO ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY PRIVATE PLACEMENT MEMORANDUM OR OTHER SOLICITATION MATERIALS. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE COMMISSION; HOWEVER, THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES OFFERED ARE EXEMPT FROM REGISTRATION.

THE SECURITIES OFFERED HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY STATE REGULATORY AUTHORITY NOR HAS ANY STATE REGULATORY AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

For

Timbertop Growth Investment Fund, LLC
A Delaware Limited Liability Company October 1, 2025
Series A1 Preferred LLC membership interests
Series A2 Preferred LLC membership interests
Class C Preferred LLC membership interests
Class D Preferred LLC membership interests

SECURITIES OFFERED	Series A Preferred Units, Class C Preferred Units and Class D Preferred Units at $1.00-$1.15 per Unit price dependent on class and the investment tranche
MAXIMUM OFFERING AMOUNT	$100,000,000
MINIMUM OFFERING AMOUNT	No Minimum
MINIMUM INVESTMENT AMOUNT	Series A1 Preferred - $100,000 Series A2 Preferred – $150,000 Class C Preferred - $250,000 Class D Preferred - $500,000
CONTACT INFORMATION	gTimbertop Growth Investment Fund LLC Attn: Mary Jensen Investor Relations Director
MAILING ADDRESS	126 Stonehenge Dr., Suite 102 Fairfield Glade, TN 38558

Timbertop Growth Investment Fund LLC ("**TGIF**", the "**Issuer**", the "**Company**," "**we**", "**us**" "**our**") is a Delaware limited liability company ("**LLC**"). The Company was originally formed as a Tennessee limited liability company on October 10, 2024. It intentionally dissolved with the state of Tennessee and was reformed as a Delaware limited liability company on August 7, 2025 with the purpose of raising and loaning capital funds to purchase land parcels designed for the development and operations of active adult communities in the northeast Tennessee area. TGIF will seek to raise funds to loan to its affiliate Timbertop Land Company, LLC, a Delaware limited liability company ("**TLC**," "**Timbertop Land Co**," "**Timbertop Land Company**," and "**Affiliate**") to acquire high quality real estate assets at Rarity Bay in Loudon County and Monroe County, TN with the intention to use for development of detached single family senior independent living properties, a family resort, and healthcare center and accessible housing, and restoring community amenities such as a golf course, an equestrian facility and a marina (the "**Project**"). The Project will initially be owned, constructed, operated and leased TLC. The Company is offering by means of this private placement memorandum ("**Private Placement Memorandum**" or the "**PPM**"), Company equity in the form of membership interests of preferred equity (the "**Preferred Interests**"): Series A Preferred LLC membership interests (the "**Series A Preferred Units**"), Class C Preferred LLC membership interests (the "**Class C Preferred Units**"), and Class D Preferred LLC membership interests (the "**Class D Preferred Units**", with each class of membership interest in the singular, a "**Unit**" or together, the "**Units**") on a best efforts and ongoing basis those who meet the investor suitability standards (the "**Investor(s)**") as set forth herein (the "**Offering**"). See "**Investor Suitability Standards**" below.

The Company is selling Class A Preferred Units, divided into two subclasses, "**Series A1 Preferred Units**" and "**Series A2 Preferred Units**." Series A1 Preferred LLC membership interests at an offering price of one dollar ($1.00) per Series A1 Preferred Unit. The minimum investment amount for the Offering per Series A1 Preferred Unit Investor is $100,000 (the "**Series A1 Preferred Minimum Investment Amount**"). The Company is selling Series A2 Preferred LLC membership interests at an offering price of one dollar ($1.05) per Series A2 Preferred Unit. The minimum investment amount for the Offering per Series A2 Preferred Unit Investor is

$150,000 (the "**Series A2 Preferred Minimum Investment Amount**"). The Company is selling Class C Preferred LLC membership interests at an offering price of one dollar ($1.10) per Class C Preferred Unit. The minimum investment amount for the Offering per Class C Preferred Unit Investor is $250,000 (the "**Class C Preferred Minimum Investment Amount**"). The Company is selling Class D Preferred LLC membership interests at an offering price of one dollar ($1.15) per Class D Preferred Unit. The minimum investment amount for the Offering per Class D Preferred Unit Investor is $500,000 (the "**Class D Minimum Investment Amount**"). Although the Company does not intend to list the Units for trading on any exchange or other trading market, the Company has adopted a redemption plan designed to provide Investors with limited liquidity for their investment in the Company (See "**Description of the Securities**" below).

The Company is managed by a manager, Timbertop Land Company LLC, a Delaware limited liability company (the "**Manager**" and "**Timbertop Management**")) and the Company's Officer is Robert "Chris" Magda. The Company intends to use the proceeds of this Offering (the "**Proceeds**") to partially fund preconstruction, property acquisition, construction, development, and operations of the Project.

The Company will offer the Units via the website **timbertopinvest.com** (the "**Portal**").

The Company is operated subject to the terms of the Operating Agreement, date October 1, 2025 (the "**Operating Agreement**"). See Exhibit C, the "**Operating Agreement**." Investors who purchase Units will become members of the Company subject to the terms of the Operating Agreement of the Company ("**Members**" or in the singular a "**Member**") and the Subscription Agreement (see Exhibit E, the "**Subscription Agreement**"), and will hereinafter be referred to as "**Investors**" or in the singular an "**Investor**" once the Company deposits the Investor's investment into the Company's main operating account and countersigns the Subscription Agreement.

Proceeds from this Offering will be deposited into the Company's main operating account. As there is no minimum offering amount requirement for this Offering the funds will not be returned to Investors.

The Company is formed as an open-ended fund with the purpose of raising capital to facilitate Project development. The Company will loan the net proceeds it receives through this Offering ("**Proceeds**") to Timbertop to be repaid through cash proceeds generated from lot sales and community development of the Project.

The Company intends to raise proceeds to engage in the following activities: (i) to develop income-producing real estate located in the United States classified as an active adult, senior living residential real estate community asset; (ii) development of a mixed-use, multifamily real estate property; and (iii) providing working capital to the Company (see the "**Use of Proceeds**" section below). These anticipated uses will not change if the Company fails to reach the Maximum Offering Amount. The only change that will occur is the potential size of the asset portfolio if the Company only raises amounts less than the Maximum Offering Amount.

Sales of the Units pursuant to this Regulation D 506(c) Offering will commence on the date this Private Placement Memorandum is offered to the public (the "**Effective Date**") and will terminate on the earliest of: (a) the date the Company, in its sole discretion, elects to terminate, (b) the date upon which all Units have been sold, or (c) exactly 12 months after the Effective Date (the "**Offering Period**").

The Company has specified no minimum amount to be raised by the Company in this Offering or an Offering deadline; therefore, all Proceeds received by the Company will be deposited into a Company operating account and immediately available for the Company to use. The maximum amount of the Offering shall not exceed one hundred million dollars ($100,000,000) (the "**Maximum Offering Amount**") in accordance with Regulation D Section 506(c) as set forth under the Securities Act of 1933, as amended.

Prior to this Offering, there has been no public market for Units, and none is expected to develop. The Offering price is arbitrary and does not bear any relationship to the value of the assets of the Company. The Company does not currently have plans to list any Units on any securities market. Investing in the Company through the purchase of Units involves risk, some of which are set forth below. See the section titled "**Risk Factors**" to read about the factors an Investor should consider prior to purchasing Units.

The Manager will receive a one and one-half percent (1.5%) Management Fee from the Company. (See "**Risk Factors**", "**Compensation of the Manager**" and "**Conflicts of Interest**" below.) Investing in the Units is speculative and involves substantial risks, including risk of complete loss. Prospective Investors should purchase these securities only if they can afford a complete loss of their investment. There are material income tax risks associated with investing in the Company that prospective Investors should consider. (See "**Federal Tax Treatment**" below.)

Andes Capital will serve as the Broker-Dealer for this offering, with InvestNext providing transfer agent services and technology platform support.

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SUMMARY OF THE OFFERING

The following information is only a brief summary of, and is qualified in its entirety by, the detailed information appearing elsewhere in this Offering. This PPM, together with the exhibits attached including, but not limited to, the Operating Agreement, a copy of which is attached hereto as Exhibit C, should be carefully read in its entirety before any investment decision is made. If there is a conflict between the terms contained in this PPM and the Operating Agreement, the Operating Agreement shall prevail, and control and no Investor should rely on any reference herein to the Operating Agreement without consulting the actual underlying document.

The Company is a limited liability company and was reformed and organized under the laws of Delaware on August 7, 2025 (see Exhibit A "**Articles of Organization**"). The Company commenced operations in October 2024. The Company expects to begin operations promptly after the Proceeds from the sale of Units pursuant to this Offering are released from the holding account to the Company's main operating account.

Though the Company may operate throughout the State of Tennessee, the Manager and its Affiliates will direct most of the Company's efforts to the single family and mixed-use development area with respect to the intended business activities (see "**Description of the Business**" below).

COMPANY INFORMATION AND BUSINESS	Timbertop Growth Investment Fund LLC is a Delaware limited liability company with a principal place of business and mailing address located at 126 Stonehenge Dr., Suite 102, Fairfield Glade, TN 38558. The Company is operated pursuant to an operating agreement. Through this Offering, the Company is offering equity in the Company in the form of Units on a "best effort" and ongoing basis to Investors who meet the Investor suitability standards as set forth herein (See "Investor Suitability Standards").
COMPANY FORMATION	As further described in the PPM, the Company was formed for the purpose of raising capital to acquire land and develop single family residential real estate properties and active adult living communities in the northeast Tennessee area. TGIF will initially seek to raise funds to acquire and manage high quality real estate assets at Rarity Bay in Loudon County and Monroe County, TN

MANAGEMENT	The Company is managed by Timbertop Management (the "Manager"). The day-to-day management and investment decisions of the Company is vested in the Manager. The Manager is Robert Magda

THE OFFERING	This Offering is the first capital raise by the Company in its history. The Company is selling Company equity in the form of membership interests. The membership interests are denominated into four classes of Units: Class A Preferred Units, Class B Units, Class C Preferred Units and Class D Preferred Units. This Offering is selling Series A1 Preferred Units, Series A2 Preferred Units, Class C Preferred Units and Class D Preferred Units only. Class B Units are not being offered and are exclusively held by the Manager. The Company will use the Proceeds of this Offering to begin its operations. The Company has targeted issuance of $100,000,000 in Units. There is no minimum offering amount requirement for this Offering. The Offering is not underwritten.
CLASS A PREFERRED UNITS BEING OFFERED	The Class A Preferred Units shall be subdivided into two (2) classes, being Series A1 Preferred Units and Series A2 Preferred Units. The Series A1 Preferred Units of LLC Interests are being offered at a purchase price of $1.00 per Unit. The Minimum Investment Amount for any Investor is $100,000. The Series A2 Preferred Units of LLC Interests are being offered at a purchase price of $1.05 per Unit. The Minimum Investment Amount for any Investor is $150,000. The Class A Preferred Units are transferrable upon prior approval by Manager, and no market is expected to form with respect to the Units of LLC Interests.
CLASS C PREFERRED UNITS BEING OFFERED	The Class C Preferred Units of LLC Interests are being offered at a purchase price of $1.10 per Unit. The Minimum Investment Amount for any Investor is $250,000. The Class C Preferred Units are transferrable upon prior approval by Manager, and no market is expected to form with respect to the Units of LLC Interests.

CLASS D PREFERRED UNITS BEING OFFERED	The Class D Preferred Units of LLC Interests are being offered at a purchase price of $1.15 per Unit. The Minimum Investment Amount for any Investor is $500,000. The Class D Preferred Units are transferrable upon prior approval by Manager, and no market is expected to form with respect to the Units of LLC Interests.
PREFERRED RETURN	The Preferred Return means a prorated, non-compounded per annum IRR based on Class A Preferred Members', Class C Preferred Members' or Class D Preferred Members' Unrecovered Capital Contribution minus any return of capital from Net Distributable Proceeds. The Series A1 Preferred Return provides a cumulative, non-compounded return equal to ten percent (10%) percent per annum. The Series A2 Preferred Return provides a cumulative, non-compounded return equal to nine percent (9%) percent per annum. The Class C Preferred Return provides a cumulative, non-compounded return equal to eight percent (8%) percent per annum. The Class D Preferred Return provides a cumulative, non-compounded return equal to seven percent (7%) percent per annum. The Preferred Returns will begin to accrue thirty (30) days after the date of the initial closing of the Offering. The Preferred Returns shall be paid from Distributable Cash, if at all, at times and amounts in the sole discretion of the Manager. The Preferred Returns are not guaranteed, meaning that the Preferred Returns will not be paid for any particular period if the Company does not have sufficient capital available to pay it or if the Manager in its sole discretion determines that it is in the best interests of the Company to retain such funds.

USE OF PROCEEDS	The estimated total cost of the Project will be approximately $100,000,000.00. The Company intends to use approximately 100% of the net Proceeds from the Offering to fund the Company's development and operation of the Project. In addition to the estimated $100,000,000 of Proceeds contributed by the Company after a successful Offering, Timbertop Land Company may obtain additional financing via bridge and development term loans of approximately $40,000,000. Bridge loans would be dedicated to securing prime real estate and initiating crucial first steps in the Project's development process. These bridge loans would provide the necessary flexibility to act swiftly and decisively on promising land opportunities in highly sought-after locations. Development term loans would support the construction of high-quality, energy-efficient residences, state-of-the-art amenities, and essential infrastructure.
COMPENSATION TO AFFILIATES/MANAGER	The Company shall pay to the Manager a fee equal to one and a half percent (1.5%) of the capital committed. This fee shall be payable annually and calculated based on the committed capital for the completed Fiscal Year. The Manager will prepare Company's financials at the end of each year in accordance with the Operating Agreement. (See "Compensation of the Manager" below.)
PRIOR EXPERIENCE OF COMPANY MANAGEMENT	The Manager was formed under the laws of the State of Tennessee on October 10, 2024. The Company intentionally dissolved in the state of Tennessee and reformed as a Delaware limited liability company on August 7, 2025. The individual principal of the Manager is an experienced real estate professional, a licensed general contractor, and has successfully engaged in related real estate development and/or management activities for over 14 years. He is also the owner of several commercial real estate properties, and engaged in numerous development projects including, but not limited to, an 80 unit assisted living facility project and two

PRIOR EXPERIENCE OF COMPANY MANAGEMENT (CONT'D)	market rate housing projects. Please see the section titled "Officers and Significant Employees of the Manager" for further information.
INVESTOR SUITABILITY STANDARDS	Units will not be sold to any person or entity unless such person or entity is an "Accredited Investor" as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933 (the "Securities Act"); Each person purchasing Units will be subject to the terms of the Subscription Agreement and the Operating Agreement, copies of which are provided as Exhibit E and C, respectfully. Each person acquiring Units may be required to represent that he, she, or it is purchasing the Units for his, her, or its own account for investment purposes and not with a view to resell or distribute the Units. Each prospective Purchaser of Units may be required to furnish such information or certification as the Company may require in order to determine whether any person or entity purchasing Units is an Accredited Investor, if such is claimed by the Investor.
LIMITATIONS ON INVESTMENT AMOUNT	There is no limitation as to the amount invested through the purchase of Units.
COMMISSIONS FOR SELLING UNITS	The Units will be offered and sold directly by the Company, the Manager, and the managers of the Manager. No commissions will be paid to the Company, Manager, or managers of the Manager, for selling the Units. Units may also be sold by FINRA member brokers or dealers who enter into a participating dealer agreement with the Company. To the extent Units are sold by FINRA broker-dealers, such broker-dealers may receive commissions of the price of the Units sold. The Company has not engaged a FINRA member broker or dealer as of the date of this PPM.

NO LIQUIDITY	There is no public market for the Units, and none is expected to develop. Additionally, the Units will be transferable only upon approval by the Manager, and as may be required by law, and will not be listed for trading on any exchange or automated quotation system. (See "Risk Factors" and "Description of the Securities" below.) The Company may or may not, at the Company's discretion, facilitate or otherwise participate in the secondary transfer of any Units. Prospective Investors are urged to consult their own legal advisors with respect to secondary trading of the Units. (See "Risk Factors" below.)
CONFLICTS OF INTEREST	Owners of the Manager of the Company are also owners and managers for the Project development Affiliate that will develop the Project's real estate assets and sales and the general contractor that will be managing construction work on the Affiliate's assets. The principal of the Manager of the Company will also be the manager and owner of Timbertop Land Company, the Affiliate. The Manager will be entitled to distributions from the Company related to their ownership of Class B Units. Additionally, the Manager has authority and discretion over all Company decisions. Further, all voting rights of the Company granted to Members are retained by the Class B Members. See "Risk Factors" and "Conflicts of Interest" below.
COMPANY EXPENSES	Except as otherwise provided herein, the Company shall bear all costs and expenses associated with the costs associated with the Offering and the operation of the Company, including, but not limited to, the annual tax preparation of the Company's tax returns, any state and federal income tax due, accounting fees, filing fees, independent audit reports, costs and expenses to market, advertise, or obtain subscriptions for the Interests, costs and expenses associated with the acquisition, rehabilitation, holding, leasing, and management of real estate property, and costs and expenses associated with the disposition of real estate property.

The Company reserves the right to waive the minimum subscription for any investor. The Offering is not underwritten. The Units are offered on a "best efforts" basis by the Company through its Manager. All proceeds will be delivered directly to the company's corporate account and be available for use by the Company at its discretion. There is no minimum offering amount requirement for this Offering.

CERTAIN NOTICES

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("SECURITIES ACT"), OR THE SECURITIES LAWS OF CERTAIN STATES ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS OF SAID ACT AND SUCH LAWS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THERE IS NO PUBLIC MARKET FOR THE COMPANY'S SECURITIES AND NONE IS EXPECTED TO DEVELOP. THE COMPANY IS NOT OBLIGATED TO REGISTER WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION OR WITH ANY STATE REGULATORS. THE ISSUANCE OF THE SECURITIES AND THE SECURITIES PURCHASED PURSUANT HERETO IS BEING UNDERTAKEN PURSUANT TO RULE 506(c) OF REGULATION D UNDER THE SECURITIES ACT.

THIS OFFERING IS NOT UNDERWRITTEN. THE OFFERING PRICE HAS BEEN ARBITRARILY DETERMINED BY THE COMPANY AND DOES NOT BEAR ANY RELATIONSHIP TO THE ASSETS THAT HAVE BEEN OR ARE TO BE ACQUIRED BY THE COMPANY OR ANY OTHER ESTABLISHED CRITERIA OR INDICIA FOR VALUING BUSINESS. THERE CAN BE NO ASSURANCE THAT ANY OF THE SECURITIES OFFERED THROUGH THIS OFFERING WILL BE SOLD.

THIS OFFERING IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MIGHT BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. AN INVESTOR MUST REPRESENT THAT THE SECURITIES ARE BEING ACQUIRED FOR INVESTMENT PURPOSES ONLY, AND NOT WITH A VIEW TO OR PRESENT INTENTION OF DISTRIBUTION.

THIS PRIVATE PLACEMENT MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION (I) WOULD BE UNLAWFUL, (II) IS NOT AUTHORIZED, OR (III) IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO.

THIS OFFERING IS ONLY AVAILABLE TO "ACCREDITED" INVESTORS AS DEFINED BY RULE 501 OF REGULATION D. ALL SUBSCRIPTIONS FOR PURCHASE OF SECURITIES WILL BE SUBJECT TO VERIFICATION BY THE COMPANY OF AN INVESTOR'S STATUS AS AN ACCREDITED INVESTOR.

EXCEPT AS OTHERWISE INDICATED, THIS PRIVATE PLACEMENT MEMORANDUM SPEAKS AS OF THE DATE OF THE PRIVATE PLACEMENT MEMORANDUM AND NEITHER THE DELIVERY HEREOF NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE CONDITION OF THE COMPANY SINCE THE DATE HEREOF.

NO PERSON HAS BEEN AUTHORIZED TO MAKE REPRESENTATIONS OR PROVIDE ANY INFORMATION OTHER THAN THAT CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM, AND ANY INFORMATION OR REPRESENTATION NOT CONTAINED HEREIN MUST NOT BE RELIED UPON.

NOTHING IN THIS PRIVATE PLACEMENT MEMORANDUM SHOULD BE CONSTRUED AS LEGAL OR TAX ADVICE. EACH PROSPECTIVE PURCHASER SHOULD CONSULT HIS OWN PROFESSIONAL ADVISORS AS TO LEGAL, TAX, FINANCIAL, AND RELATED MATTERS PRIOR TO PURCHASING UNITS.

TREASURY DEPARTMENT CIRCULAR 230 NOTICE. TO ENSURE COMPLIANCE WITH CIRCULAR 230, INVESTORS ARE HEREBY NOTIFIED THAT: (I) ANY DISCUSSION OF FEDERAL TAX ISSUES CONTAINED OR REFERENCED TO IN THIS MEMORANDUM IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY INVESTORS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON THEM UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR THE CODE; (II) ANY SUCH DISCUSSION IS MADE IN CONNECTION WITH THE PROMOTION AND MARKETING BY THE ISSUER OF THE TRANSACTIONS OR MATTERS ADDRESSED IN THIS PRIVATE PLACEMENT MEMORANDUM; AND (III) INVESTORS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISER.

THIS PRIVATE PLACEMENT MEMORANDUM HAS BEEN PREPARED FROM DATA SUPPLIED BY SOURCES DEEMED RELIABLE BY THE COMPANY AND DOES NOT KNOWINGLY CONTAIN ANY UNTRUE STATEMENT OF ANY MATERIAL FACT. IT CONTAINS A SUMMARY OF MATERIAL PROVISIONS OF DOCUMENTS REFERRED TO HEREIN. STATEMENTS MADE WITH RESPECT TO THE PROVISIONS OF SUCH DOCUMENTS ARE NOT COMPLETE AND REFERENCE IS MADE TO THE ACTUAL DOCUMENTS FOR COMPLETE REVIEW.

THIS PRIVATE PLACEMENT MEMORANDUM IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH DOCUMENTS AS THEY MAY BE AMENDED, AND ALL DOCUMENTS RELATED THERETO, COPIES OF WHICH WILL BE MADE AVAILABLE UPON REQUEST AND SHOULD BE THOROUGHLY REVIEWED PRIOR TO PURCHASING A MEMBERSHIP INTEREST.

FLORIDA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT IN RELIANCE UPON EXEMPTIVE PROVISIONS CONTAINED THEREIN. SECTION 517.061(11)(a)(5) OF THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT (THE "FLORIDA ACT") PROVIDES WHEN SALES ARE MADE TO FIVE OR MORE PURCHASERS IN THIS STATE THAT ANY SALE OF SECURITIES IN FLORIDA WHICH ARE EXEMPTED FROM REGISTRATION UNDER SECTION 517.061(11) OF THE FLORIDA ACT IS VOIDABLE BY THE PURCHASER IN SUCH SALE EITHER WITHIN THREE (3) DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY SUCH PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER, OR AN ESCROW AGENT OR WITHIN THREE (3) DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER.

NASAA LEGEND

BY ACCEPTANCE OF THIS PRIVATE PLACEMENT MEMORANDUM, PROSPECTIVE INVESTORS RECOGNIZE AND ACCEPT THE NEED TO CONDUCT THEIR OWN THOROUGH INVESTIGATION AND DUE DILIGENCE BEFORE CONSIDERING A PURCHASE OF THE UNITS. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES MAY BE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER FEDERAL AND STATE SECURITIES LAWS. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO NON-UNITED STATES RESIDENTS

IT IS THE RESPONSIBILITY OF ANY ENTITIES WISHING TO PURCHASE THE UNITS TO SATISFY THEMSELVES AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

BY ACCEPTANCE OF THIS PRIVATE PLACEMENT MEMORANDUM, PROSPECTIVE INVESTORS RECOGNIZE AND ACCEPT THE NEED TO CONDUCT THEIR OWN THOROUGH INVESTIGATION AND DUE DILIGENCE BEFORE CONSIDERING A PURCHASE OF THE UNITS. THE CONTENTS OF THIS PRIVATE PLACEMENT MEMORANDUM SHOULD NOT BE CONSIDERED TO BE INVESTMENT, TAX, OR

LEGAL ADVICE AND EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH THEIR OWN COUNSEL AND ADVISORS AS TO ALL MATTERS CONCERNING AN INVESTMENT IN THIS OFFERING.

PATRIOT ACT RIDER

THE INVESTOR HEREBY REPRESENTS AND WARRANTS THAT THE INVESTOR IS NOT, NOR IS IT ACTING AS AN AGENT, REPRESENTATIVE, INTERMEDIARY OR NOMINEE FOR, A PERSON IDENTIFIED ON THE LIST OF BLOCKED PERSONS MAINTAINED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF TREASURY. IN ADDITION, THE INVESTOR HAS COMPLIED WITH ALL APPLICABLE U.S. LAWS, REGULATIONS, DIRECTIVES, AND EXECUTIVE ORDERS RELATING TO ANTI-MONEY LAUNDERING, INCLUDING BUT NOT LIMITED TO THE FOLLOWING LAWS:

(1) THE UNITING AND STRENGTHENING AMERICA BY PROVIDING APPROPRIATE TOOLS REQUIRED TO INTERCEPT AND OBSTRUCT TERRORISM ACT OF 2001, PUBLIC LAW 107-56, AND (2) EXECUTIVE ORDER 13224 (BLOCKING PROPERTY AND PROHIBITING TRANSACTIONS WITH PERSONS WHO COMMIT, THREATEN TO COMMIT, OR SUPPORT TERRORISM) OF SEPTEMBER 11, 2001.

EACH PROSPECTIVE INVESTOR WILL BE GIVEN AN OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, MANAGEMENT OF THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORTS OR EXPENSE, NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM.

IF YOU HAVE ANY QUESTIONS WHATSOEVER REGARDING THIS OFFERING, OR DESIRE ANY ADDITIONAL INFORMATION OR DOCUMENTS TO VERIFY OR SUPPLEMENT THE INFORMATION CONTAINED IN THIS MEMORANDUM, PLEASE WRITE OR CALL THE COMPANY AT THE ADDRESS AND PHONE NUMBER LISTED IN THIS PRIVATE OFFERING MEMORANDUM.

THE MANAGEMENT OF THE COMPANY HAS PROVIDED ALL OF THE INFORMATION STATED HEREIN.

THE COMPANY MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS OF THIS INFORMATION OR, IN THE CASE OF PROJECTIONS, ESTIMATES, FUTURE PLANS, OR FORWARD LOOKING ASSUMPTIONS OR STATEMENTS, AS TO THEIR ATTAINABILITY OR THE ACCURACY AND COMPLETENESS OF THE ASSUMPTIONS FROM WHICH THEY ARE DERIVED, AND IT IS EXPECTED THAT EACH PROSPECTIVE INVESTOR WILL PURSUE HIS, HER, OR ITS OWN INDEPENDENT INVESTIGATION.

IT MUST BE RECOGNIZED THAT ESTIMATES OF THE COMPANY'S PERFORMANCE ARE NECESSARILY SUBJECT TO A HIGH DEGREE OF UNCERTAINTY AND MAY VARY MATERIALLY FROM ACTUAL RESULTS.

FORWARD LOOKING STATEMENTS

Some of the information you will find in this Offering may contain "forward-looking statements." Such forward-looking statements are based on various assumptions of the Issuer, which assumptions may not prove to be correct. There can be no assurance that such projections, assumptions and statements will accurately predict future events or the actual performance of the Company. Accordingly, Investors should not rely on forward-looking statements in this Private Placement Memorandum because they are inherently uncertain. **SPECIFIC FORWARD-LOOKING STATEMENT DISCLOSURES: Bankruptcy Acquisition Projections:** The projected $80M instant equity from acquiring $120M+ infrastructure for $40M is based on current appraisals and replacement cost estimates that may not reflect actual market values at time of sale or development completion. Actual acquisition costs may exceed projections, and infrastructure values may decline. **Self-Liquidating Development Model:** Projections showing capital recycling and positive cash flow are based on assumptions regarding sales velocity, pricing, construction timelines, and market acceptance that may not materialize. Construction timelines typically extend 18 months before revenue generation begins, and development delays, cost overruns, or market softening could significantly impact the self-liquidating timeline.

Investors should expect that initial capital returns will not occur until construction is complete and sales commence, which is projected to be 19-30 months after initial capital deployment.

Revenue Stream Projections: The seven diversified revenue streams totaling approximately $622-635M are based on market assumptions, pricing models, absorption rates, and operational performance that are subject to significant uncertainty. Actual revenues may vary materially from projections due to economic conditions, competition, regulatory changes, or execution challenges. **IRR and Multiple Projections:** The projected **IRR and** equity multiples represent mathematical calculations based on revenue and cost assumptions that may not be achieved. These returns are dependent on successful execution of the bankruptcy acquisition strategy, phased development model, and achievement of projected sales volumes and pricing over a 36-60 month or longer timeline. **QOZ Tax Benefits:** Projections of tax savings are based on current federal tax law under the Tax Cuts and Jobs Act of 2017. These benefits are subject to compliance with complex IRS regulations, potential changes in tax law, individual investor circumstances, and successful maintenance of QOZ status throughout the holding period. **Stress Test Analysis:** The stress test showing reduced IRR under adverse scenarios is based on specific assumption modifications that may not represent actual adverse conditions. Real market stress could exceed the parameters of the stress test, resulting in returns below the stress test projections. **POA Model Benefits:** Projections of property value premium from the POA model are based on market assumptions and buyer behavior patterns that are unproven in this specific market context. The success of the POA subsidy model depends on achieving projected participation rates in lock-and-leave programs, social memberships, and commercial leasing. **Construction Timeline:** The development model requires an initial construction phase of approximately 18 months before revenue generation begins. Revenue generation is projected to commence in months 19-30, not earlier. Any references to earlier returns are subject to successful acceleration of timelines, which cannot be guaranteed. The use of words such as "anticipates," "projects," "forecasts," "estimates," "prospective," "objective," "predicts," "projects," "believes," "expects," "plans," "future," "intends," "should," "can," "could," "might," "potential," "continue," "may," "will," and similar words, expressions or phrases identify these forward-looking statements. When considering such forward-looking statements, you should keep in mind the risk factors outlined herein. These risk factors, or other events, could cause actual results to differ materially from those contained in any forward-looking statement. Investors should not place undue reliance on these forward-looking statements. Purchasers should expect that anticipated events and circumstances shall not occur, that unanticipated events and circumstances shall occur, and that actual results shall likely vary from the forward-looking statements, and that such variances may be material and adverse. In addition, any projections and statements, written or oral, which do not conform to those contained in this memorandum should be disregarded, and their use is a violation of law.

INVESTOR SUITABILITY STANDARDS

Prospective purchasers of the Shares offered by this Memorandum should give careful consideration to certain risk factors described under the "RISK FACTORS" section and especially to the speculative nature of this investment and the limitations described under that caption with respect to the lack of a readily available market for the Shares and the resulting long-term nature of any investment in the Company. This Offering is available only to suitable Accredited Investors having adequate means to assume such risks and otherwise providing for their current needs and contingencies.

General

The Shares will not be sold to any person unless such prospective purchaser or that person's duly authorized representative shall have represented in writing to the Company in a Subscription Agreement that:

- The prospective purchaser has adequate means of providing for his or her or its current needs and personal contingencies and has no need for liquidity in the investment of the Shares;

- The prospective purchaser's overall commitment to investments which are not readily marketable is not disproportionate to his, her, or its net worth and the investment in the Shares will not cause such overall commitment to become excessive; and
- The prospective purchaser is an "Accredited Investor" (as defined below) suitable for purchase in the Shares.

Each person or entity acquiring Shares will be required to represent that either he, she, or the entity is purchasing the Shares for his, her, or the entity's own account for investment purposes and not with a view to resale or distribution.

Accredited Investors

The Company will conduct the Offering in such a manner that Shares may be sold only to "Accredited Investors" as that term is defined in Rule 501(a) of Regulation D (17 CFR 230.501(a)) promulgated under the Securities Act.

In summary, a prospective purchaser will qualify as an "Accredited Investor" if he, she, or the entity meets any one of the following criteria:

- Any natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, at the time of that person's purchase, exceeds $1,000,000. For purposes of calculating net worth under this criterion:
    - (i) The person's primary residence shall not be included as an asset;

(ii) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(iii) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability.

- Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of $300,000 in each of those years and who has a reasonable expectation of reaching the same income level in the current year.
- Any bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934 (the "Exchange Act"); any investment advisor registered pursuant to Section 203 of the Investment Advisers Act of 1940 (the "Investment Advisors Act") or registered pursuant to the laws of a state; any investment adviser relying on the exemption from registering with the Commission under Section 203(l) or (m) under the Investors Advisers Act; any insurance company as defined in Section 2(a)(13) of the Securities Act; any investment company registered under the

  Investment Company Act of 1940 (the "Investment Company Act") or a business development company as defined in Section 2(a)(48) of that act; any Small Business Investment Company (SBIC) licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are Accredited Investors.

- Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act.
- Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000.
- Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 506(b)(2)(ii) of Regulation D adopted under the Securities Act.
- Any entity in which all the equity owners are Accredited Investors.
- Any entity, of a type not listed in the immediately preceding five criteria, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of
$5,000,000 where "investments" for the purposes of this criterion is defined in Rule 2a51-1(b) under the Investment Company Act (17 CFR 270.2a51-1(b)).

- Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer.
- Any natural person who is a "knowledgeable employee," as defined in Rule 3c-5(a)(4) under the Investment Company Act (17 CFR 270.3c-5(a)(4)), of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in Section 3 of such act, but for the exclusion provided by either Section 3(c)(1) or Section 3(c)(7) of such act.
- Any "family office," as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act (17 CFR 275.202(a)(11)(G)-1):
    - (i) With assets under management in excess of $5,000,000;
    - (ii) That is not formed for the specific purpose of acquiring the securities offered; and
    - (iii) Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

- Any "family client," as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act (17 CFR 275.202(a)(11)(G)-1)), of a family office meeting the requirements defined in the immediately preceding criterion and whose prospective investment in the issuer is directed by such family office pursuant to the "family office" sub-criterion (iii) above.
- Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status.

In determining whether to designate a professional certification or designation or credential from an accredited educational institution, the Commission will consider, among others, the following attributes:

(i) The certification, designation, or credential arises out of an examination or series of examinations administered by a self-regulatory organization or other industry body or is issued by an accredited educational institution;

(ii) The examination or series of examinations is designed to reliably and validly demonstrate an individual's comprehension and sophistication in the areas of securities and investing;

(iii) Persons obtaining such certification, designation, or credential can reasonably be expected to have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of a prospective investment; and

(iv) An indication that an individual holds the certification or designation is either made publicly available by the relevant self-regulatory organization or other industry body or is otherwise independently verifiable.

(Please look to the SEC Website for additional information on "Professional Criteria").

Other Requirements

No subscription for the Shares will be accepted from any prospective purchaser unless that person or entity is acquiring the Shares for his, her or its own account (or accounts as to which he, her or it has sole investment discretion), for investment and without any view to sale, distribution or disposition thereof.

Each prospective purchaser of Shares may be required to furnish such information as the Company may require determining whether any person or entity purchasing Shares is an Accredited Investor.

RISK FACTORS

The Company commenced preliminary business development operations in October 2024 and is organized as a limited liability company under the laws of the State of Delaware. Accordingly, the Company has only a limited history upon which an evaluation of its prospects and future performance can be made. The Company's proposed operations on the Project are subject to all business risks associated with new enterprises. The likelihood of the Project's success must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the development of real estate and operation of single family properties in a competitive industry. There is a possibility that the Company could sustain losses in the future.

There can be no assurances that the Company will operate profitably. An investment in the Units involves a number of risks. Investors should carefully consider the following risks and other information in this Private Placement Memorandum before purchasing Units. Without limiting the generality of the foregoing, Investors should consider, among other things, the following risk factors:

Inadequacy Of Funds

Gross Offering Proceeds up to one hundred million dollars ($100,000,000.00) may be realized. Management believes that such Proceeds will capitalize and sustain the Company sufficiently to allow for the implementation of its business plan for the acquisition and development of a senior living community, acquire commercial real estate property, and manage secured-debt instruments. If only a fraction of this Offering is sold, or if certain assumptions contained in Company Manager's business plans prove to be incorrect, the Company may have inadequate funds to fully develop its business and may need debt financing or other capital investment to fully implement its business plans. Furthermore, if the funds raised through this Offering are inadequate, the percentage ownership of an Investor may be reduced in the future if the Company is required to raise additional capital through the issuance of additional units with rights and preferences as determined in the sole discretion of the Company.

Dependence On Management

In the early stages of development, the Company's business will be significantly dependent on the experience, knowledge, skills and abilities of Company's Manager, Timbertop Land Company LLC, a Delaware limited liability company, which is led by Robert "Chris" Magda. The loss of Robert "Chris" Magda for any reason could have a material adverse effect on the Company.

Limited Operating History Which Makes Future Performance Difficult to Predict

The Company has a very limited operating history. You should consider an investment in Preferred Interests of this Offering in light of the risks, uncertainties and difficulties frequently encountered by other newly formed companies with similar objectives. The Company has minimal operating capital and for the foreseeable future will be dependent upon its ability to finance its operations from the sale of equity or other financing alternatives. The failure to successfully raise operating capital, could result in its bankruptcy or other event which would have a material adverse effect on the Company and its Investors. There can be no assurance that Company will achieve its investment or operating objectives.

Investors Should Seek Their Own Independent Counsel

Investors in the Company may not have been represented by independent counsel with respect to this Offering. Attorneys assisting in the formation of the Company and the preparation of this Offering Circular have represented only the Company and its principals and Affiliates. (See "Conflicts of Interest" below.)

Company is Not Subject to Sarbanes-Oxley Regulations and May Lack the Financial Controls and Procedures of Public Companies

The Company may not have the internal control infrastructure that would meet the standards of a public company, including the requirements of the Sarbanes-Oxley Act of 2002. As a privately-held (non-public) Company, the Company is currently not subject to the Sarbanes-Oxley Act of 2002, and its financial and disclosure controls and procedures reflect its status as a development stage, non-public company. There can be no guarantee that there are no significant deficiencies or material weaknesses in the quality of the Company's financial and disclosure controls and procedures. If it were necessary to implement such financial and disclosure controls and procedures, the cost to the Company of such compliance could be substantial and could have a material adverse effect on the Company's results of operations and financial conditions.

Sensitivity to General Economic Conditions

The financial success of the Company may be sensitive to adverse changes in general economic conditions in the United States, such as recession, inflation, unemployment, and interest rates. Such changing conditions could reduce demand in the marketplace for the Company's real estate assets, cause an increase in vacancy rates, cause a reduction in rental rates or purchase prices for residential or commercial property, increase maintenance and management costs, and reduce overall demand for Company products or services. The Company has no control over these general economic conditions and changes.

Possible Fluctuations in Company Operating Results

The Company's operating results may fluctuate significantly from period to period as a result of a variety of factors, including many factors that are not in the control of the Company. Some factors that may contribute to operating result fluctuations include, but are not limited to: purchasing patterns of senior adults or the general public; senior-living amenity demands; competitive substitute-residential unit pricing; debt service requirements; debt principal-reduction payments, real estate market variances in sales prices, capitalization rates, and future rental rates; market rates may negatively affect property values; credit risks that property residents may default on payments; elevated vacancy rates; potential liabilities associated with accidents that could happen on the premises of any Company-related property; inability to obtain favorable financing; market illiquidity for Company assets; and general economic conditions. Consequently, Company revenues and expenses may vary by fiscal quarter, and the Company's operating results may experience fluctuations.

Risks of Borrowing and Indebtedness

Since Company is likely to incur or utilize debt in the execution of the business plan, a portion of its cash flow will have to be dedicated to the payment of principal and interest on such indebtedness. There is no guarantee that Company will be able to refinance outstanding indebtedness or refinance the indebtedness at terms that are advantageous or acceptable to Company.

Typical loan agreements also might contain restrictive covenants which may impair the Company's operating flexibility. Such loan agreements would also provide for default under

certain circumstances, such as failure to meet certain financial covenants. A default under a loan agreement could result in the loan becoming immediately due and payable and, if unpaid, a judgment in favor of such lender which would be senior to the rights of owners of the Company. A judgment creditor would have the right to foreclose on any of Company's assets resulting in a material adverse effect on its business, which in turn would result in a material adverse effect on the Company's operating results and financial condition.

The Company may be unable to renew, repay or refinance its outstanding debt.

The Company is subject to the risk that its indebtedness will not be able to be renewed, repaid or refinanced when due or that the terms of any renewal or refinancing will not be as favorable as the existing terms of such indebtedness. If it is unable to refinance its indebtedness on acceptable terms, or at all, the Company might be forced to dispose of the Property on disadvantageous terms, which might result in losses to us. Such losses could have a material adverse effect on the Company and its ability to make distributions to our equity holders and pay amounts due on its debt.

Unanticipated Obstacles to Execution of The Business Plan

The Company's business plan will initially focus on the senior living housing and community amenity needs and that may change. The Company's primary business endeavor of developing housing for seniors is capital intensive and may be subject to statutory or regulatory requirements. Company's Manager believes that the Company's chosen activities and strategies are achievable in light of current economic and legal conditions with the skills, background, and knowledge of the Company's Manager and advisors. Manager reserves the right to make significant modifications to the Company's stated strategies depending on future events.

Management Discretion as To Use of Proceeds

The net proceeds from this Offering will be used for the purposes described under the "Use of Proceeds" section. The Company and Company's Manager reserves the right to use the funds obtained from this Offering for other similar purposes not presently contemplated which it deems to be in the best interests of the Company and its Members in order to address changed circumstances or opportunities. As a result of the foregoing, the success of the Company will be substantially dependent upon the discretion and judgment of Manager with respect to application and allocation of the net proceeds of this Offering. Investors in the Interests offered hereby will be entrusting their funds to the Company's Manager, upon whose judgment and discretion the investors must depend.

Control By Management and Exclusive to Manager

The Company's Manager and its Directors, Officers and employees have full and complete managerial control on the investment decisions and day-to-day activities of the Company. Investors in this Offering will have no control in determining the investment strategies implemented by Manager, the operations or any of the day-to-day activities of the Company. The Manager may change investment strategies or operations from time-to-time at the sole discretion of the Manager without input of Investors and no assurances can be given that such a change in investment strategy or operations would not be adverse to the interests of the Investors. The

Operating Agreement specifically authorizes the Company's Manager to execute any document or instrument of any kind which it may deem appropriate to carry out the business of the Company without being required to obtain any Limited Member's consent or authorization. Further, Limited Members have no right to take part in the conduct or control of any business matter of the Company.

Company's Success Depends on Performance of Co-Investors, Partners, Distributors, Contractors and Suppliers

The Company will be dependent on its co-investors, corporate partners, distributors, contractors and suppliers during the execution of the business plan. The loss of or lack of performance by the Company's co-investors, corporate partners, distributors, contractors or suppliers that provide key products or services associated with the development, construction or operation of a Company property could harm the Company's business, financial condition, cash flow and performance. In the event a project co-investor is unable to timely provide funds in accordance with any investment agreements or construction contracts, Company may be required to provide additional funds to a project or possibly lose its investment in the project if funds are not available and the project is abandoned. Similarly, in the event that a key supplier of either labor or products to the operations of a senior-living community were to be unable to perform their duties, Company may experience increased expenses or possibly the inability to operate until the labor or products are replaced. Loss of or non-performance of a co-investor, corporate partner, distributor, contractor or supplier may cause adverse material effect on Company operating results and financial condition. Consequently, you should not invest in the Company unless you are willing to entrust the Company Manager's selection of co-investors and the selection and contracting of corporate partners, contractors and suppliers to provide key products and services to the Company property.

Damage to Reputation Could Negatively Impact the Company's Business, Results of Operations and Financial Condition

The Company's reputation and the quality of its brand, operations and property are critical to its business success. Any incident that erodes confidence in the Company's brand, operations or property could significantly reduce the Company's value and damage its business and future business opportunities. The Company may be adversely affected by any negative publicity, regardless of its source or accuracy. Also, there has been a marked increase in the use of social media platforms and similar devices, including blogs, social media websites and other forms of internet-based communications that provide individuals with access to a broad audience.

The availability of information on social media platforms is virtually immediate as its impact is. Information posted may be averse to its interests or may be inaccurate, each of which may harm its performance, prospects or business. The harm may be immediate and may disseminate rapidly and broadly, without affording us an opportunity for redress or correction. The costs to the Company to correct inaccuracies or attempt to repair any reputational damage to Company's brand, operations or property may be significant and require expenditure over an unknown duration. Reputational damage could result in a material adverse effect on the Company's operating results and financial condition.

Limited Transferability and Liquidity

To satisfy the requirements of certain exemptions from registration under the Securities Act, and to conform with applicable state securities laws, each Investor must acquire his, her or their Interests for investment purposes only and not with a view towards distribution. Consequently, certain conditions of the Securities Act may need to be satisfied prior to any sale, transfer, or other disposition of the Preferred Interests. Some of these conditions may include a minimum holding period, availability of certain reports, including financial statements from the Company, limitations on the percentage of Interests sold and the manner in which they are sold. The Company can prohibit any sale, transfer or disposition unless it receives an opinion of counsel provided at the holder's expense, in a form satisfactory to the Company, stating that the proposed sale, transfer or other disposition will not result in a violation of applicable federal or state securities laws and regulations. No public market exists for the Interests and no market is expected to develop. Consequently, owners of the Interests may have to hold their investment indefinitely and may not be able to liquidate their investments in the Company or pledge them as collateral for a loan in the event of an emergency.

Broker Dealer Sales of Interests

The Company's Preferred Interests are not presently included for trading on any exchange, and there can be no assurances that the Company will ultimately be registered on any exchange. No assurance can be given that the Preferred Interests of the Company will ever qualify for inclusion on the NASDAQ System or any other trading market. As a result, the Company's Preferred Interests are covered by a Securities and Exchange Commission rule that imposes additional sales practice requirements on broker-dealers who sell such securities to persons other than established customers and investors. For transactions covered by the rule, the broker-dealer must make a special suitability determination for the purchaser and receive the purchaser's written agreement to the transaction prior to the sale. Consequently, the rule may affect the ability of broker-dealers to sell the Company's securities and may also affect the ability of Investors to sell their Preferred Interests in the secondary market.

Long Term Nature of Investment in Company

An investment in the Preferred Interests may be long term and illiquid. As discussed above, the offer and sale of the Preferred Interests will not be registered under the Securities Act or any foreign or state securities laws by reason of exemptions from such registration which depends in part on the investment intent of the investors.

Prospective investors will be required to represent in writing that they are purchasing the Preferred Interests for their own account for long-term investment and not with a view towards resale or distribution. Accordingly, purchasers of Preferred Interests must be willing and able to bear the economic risk of their investment for an indefinite period of time. It is likely that investors will not be able to liquidate their investment in the event of an emergency.

No Current Market for Interests

There is no current market for the Preferred Interests offered in this Offering and while there are considerations for the future it is unknown whether or not a any market is expected to develop anytime soon.

Offering Price

The price of the Preferred Interests offered has been arbitrarily established by the Company, considering such matters as the state of the Company's business development and the general condition of the industry in which it operates. The Offering price of Preferred Interests bears little relationship to the assets, net worth, or any other objective criteria of value applicable to the Company.

Compliance With Securities Laws

The Preferred Interests are being offered for sale in reliance upon certain exemptions from the registration requirements of the Securities Act, applicable Nevada securities laws, and other applicable state securities laws. If the sale of Preferred Interests were to fail to qualify for these exemptions, purchasers may seek rescission of their purchases of Preferred Interests. If a number of purchasers were to obtain rescission, the Company would face significant financial demands which could adversely affect the Company as a whole, as well as any non-rescinding purchasers.

Lack Of Firm Underwriter

The Preferred Interests are offered on a "best efforts" basis by the Company, Company's Manager and the Company Manager's Directors, Officers and employees without compensation and on a "best efforts" basis through a FINRA registered broker-dealer via a Participating Broker-Dealer Agreement with the Company. Accordingly, there is no assurance that the Company, Company's Manager or any FINRA broker-dealer, will sell the maximum Preferred Interests offered or any lesser amount.

The U.S. Securities and Exchange Commission (SEC) Does Not Pass Upon the Merits of the Securities or the Terms of the Offering, Nor Does It Pass Upon the Accuracy or Completeness of any Offering Document or Literature

You should not rely on the fact that a Form 1-A, filed by the Company to the SEC providing notice of an exempt offering of securities under Regulation A of the Securities Act, is accessible through the U.S. Securities and Exchange Commission's EDGAR filing system as an approval, endorsement or guarantee of compliance as it relates to this Offering.

Projections: Forward Looking Information

The Company's Manager has prepared projections regarding the Company's anticipated financial performance. The Company's projections are hypothetical and based upon factors influencing the business of the Company. The projections are based on the Company Manager's best estimate of the probable results of operations of the Company, based on present circumstances, and have not been reviewed by the Company's independent accountants. These projections are based on several assumptions, set forth therein, which the Company's Manager believes are reasonable. Some assumptions upon which the projections are based, however, invariably will not materialize due to the inevitable occurrence of unanticipated events and circumstances beyond the Company Manager's control. Therefore, actual results of operations will vary from the projections, and such variances may be material. Assumptions regarding future changes in sales, revenues and costs are necessarily speculative in nature.

In addition, projections do not and cannot take into account such factors as general economic conditions, unforeseen regulatory changes, the entry into the Company's target market of additional competitors, the terms and conditions of future capitalization, and other risks inherent to the Company's business. While the Company's Manager believes that the projections accurately reflect possible future results of the Company's operations, those results cannot be guaranteed.

The Company's Success Will Depend Upon the Acquisition and Development of Real Estate by Manager, and Manager May be Unable to Consummate Land Acquisition or Development on Advantageous Terms, and the Developed Property May Not Perform as Expected

The Company intends to acquire, develop, and lease, operate and potentially dispose of real estate assets. The acquisition of real estate entails various risks, including the risks that the real estate assets may not perform as expected, that Company or Manager may be unable to quickly and efficiently integrate assets into its existing operations and the cost estimates for the development, construction, lease, operation or sale of a property may prove inaccurate. These risks may result in a material adverse effect on Company's business, which in turn would result in a material adverse effect on the Company's operating results and financial condition.

Reliance on Manager to Select Appropriate Property and Investment

The Company's ability to achieve its investment objectives is dependent upon the performance of the Company Manager's team in the selection of an appropriate real property for acquisition or investment and the development and operation of a real estate property. Investors in the Preferred Interests offered will have no opportunity to evaluate the terms of any proposed real property transactions or other economic or financial data concerning Company's investments. Investors in the Preferred Interests must rely entirely on the Manager's knowledge, skill and ability and Manager's Members, Officers, employees and advisors in their processes related to real property selection and investment.

Competition May Decrease Revenues, Increase Costs and Decrease Rates of Return

The Company may experience competition from other developers of single-family residential and mixed-use communities and other sophisticated investors in those competing real-property developers and investors. Competition may increase the costs of land, labor and materials for Company investments and decrease the intended lease rates or the potential return on investment of real estate assets developed or owned by the Company. Further, competition for suitable real property, experienced labor and building materials may increase direct- and indirect-costs to the Company while engaged in developing, constructing, repairing or maintaining real property. Competition could result in a material adverse effect on the Company's operating results and financial condition.

Delays in Property Development, Construction or Operations

Delays the Company and Company's Manager may encounter in the development of single-family residential properties, mixed use or commercial properties or any type of real property include government-related delay such as the permitting, inspection or certificate-of-occupancy processes; construction-related delays such as weather, adverse site conditions and material- or labor-supply disruptions; and finance-related delays such as extended due diligence processes, funding and closing procedures. Delays in initiating or completing any development or renovation project or the operations of a Company property could adversely affect the Company, which in turn would result in a material adverse effect on the Company's operating results and financial condition.

Environmentally Hazardous Property

Under various Federal, State, City and local environmental laws, ordinances and regulations, a current or previous owner or operator of real property may be liable for the cost of removal or remediation of hazardous or toxic substances on, under or in such property. Such laws often impose liability whether or not the owner or operator knew of, or was responsible for, the presence of such hazardous or toxic substances. Environmental laws also may impose restrictions on the manner in which property may be developed, used or businesses may be operated, and these restrictions may require additional or unanticipated expenditures. Environmental laws provide for sanctions in the event of non-compliance and may be enforced by governmental agencies or, in certain circumstances, by private parties. In connection with the development and ownership of its property, Company may be potentially liable for such environmental-related costs. The cost of defending against claims of liability, complying with environmental regulatory requirements or remediation of any contaminated property could materially adversely affect the business, assets or results of operations of Company which in turn would result in a material adverse effect on the Company's operating results and financial condition.

Manager's Discretion in the Future Disposition or Company's Exit of Property

The Company's Manager cannot predict with any certainty the various market conditions affecting any Company real estate investments which will exist at any particular time in the future. Due to the uncertainty of market conditions which may affect the future disposition of the Company's property, the Company cannot assure the Investor that Company will be able to sell its property at a profit in the future. Accordingly, the timing of refinancing or liquidation of any of the Company's real estate investments will be dependent upon fluctuating market conditions, which in turn could result in a material adverse effect on the Company's operating results and financial results.

Real Estate Investments are Not as Liquid as Other Types of Assets, Which May Reduce Economic Returns to Investors

Real estate investments are not as liquid as other types of investments, and this lack of liquidity may limit Company's ability to react promptly to changes in economic, financial, investment or other conditions. In addition, significant expenditures associated with real estate investments, such as mortgage payments, real estate taxes and maintenance costs, are generally not reduced when circumstances cause a reduction in income from the investments. Thus, Company's ability at any time to sell assets may be restricted. This lack of liquidity may limit the Company's ability to vary its portfolio promptly in response to changes in economic financial, investment or other conditions and, as a result, could adversely affect the Company's financial condition, results of operations, and cash flows.

Company May be Unable to Lease or Sell a Property If /When it Decides to Do So

Company Manager's ability to lease or sell the property on advantageous terms depends on factors beyond the Company's or Manager's control, including but not limited to competition from other sellers and the availability of attractive financing for potential buyers of the property Company acquires. The Company cannot predict the various market conditions affecting real estate investments which will exist at any particular time in the future. Due to the uncertainty of market conditions which may affect the future leasing conditions or disposition of the property Company acquires, the Company cannot assure its Members that Company will be able to lease units within or sell such property at a profit in the future. Accordingly, the extent to which the Company's Members will receive cash distributions and realize income from leasing activities or potential appreciation on Company's real estate investments will be dependent upon fluctuating market conditions. Furthermore, Company may be required to expend funds to correct defects or to make improvements before individual units in a Company property can be leased or a Company property can be sold. Company cannot assure Members that it will have funds available to correct such defects or to make such improvements. In developing a property, Company may agree to restrictions that prohibit the sale of that property for a period of time or impose other restrictions, such as a limitation on the amount of debt that can be placed or repaid on that property. These provisions would restrict Company's ability to sell a property, which in turn could result in a material adverse effect on the Company's operating results and financial condition.

Illiquidity of Real Estate Investments Could Significantly Impede Company's Ability to Respond to Adverse Changes in the Performance of the Company

Since real estate investments are relatively illiquid, Company's ability to promptly sell its assets in response to changing economic, financial and investment conditions may be limited. In particular, these risks could arise from weakness in, or even the lack of an established market for a specific property or class of real property, changes in the financial condition or prospects of prospective purchasers, changes in local, regional national or international economic conditions, and changes in laws, regulations or fiscal policies of jurisdictions in which the Company property is located. Company may be unable to realize its investment objectives by sale, other disposition or refinance at attractive prices within any given period of time or may otherwise be unable to complete any exit strategy. This in turn could result in a material adverse effect on the Company's operating results and financial condition.

The Terms of New or Renewal Leases May Result in a Reduction in Income and Valuation

The terms of new or renewal leases may be less favorable to Company than the initial or prior lease terms. Certain significant expenditures that Company, as a landlord, may be responsible for, such as loan payments, real estate taxes, utilities and maintenance costs generally are not reduced because of a reduction in rental revenues. If lease rates for new or renewal leases are substantially lower than those for the previous leases, Company's rental income might suffer a significant reduction. Additionally, Company may not be able to sell the property at the price, on the terms or within the time frame it may seek. Accordingly, the timing of liquidation of Company assets and the extent to which the Company may receive distributions and realize potential appreciation of the Company's real estate investments may be dependent upon fluctuating market conditions. The price Company obtains from the sale of a property will depend upon various factors such as the property's operating history, demographic trends in the property's locale and available financing for, and the tax treatment of, real estate investments. Company may not realize significant appreciation and may even incur losses on its property and other investments. The recovery of any portion or all an Investor's investment and any potential return thereon will depend on the amount of net proceeds the Company is able to realize from the leasing of units within or a sale or other disposition of Company property. Changes in lease terms or lease rates at Company real property could result in a material adverse effect on the Company's operating results and financial condition.

Company Expects to Invest in Property Operating in a Regulated Environment

Company expects to invest in a property related to and the development of senior-living communities that when being constructed, and thereafter operating, are subject to a wide range of Federal, State, and local laws and regulations. The senior-living communities in which the Company intends to invest are regulated by government entities and rules including, but not limited to, building departments and construction codes, health codes, potential food or pool safety inspections, hazardous material identification and storage, and various personnel licensing requirements.

The violation of these or future requirements or laws and regulations could result in administrative, civil, or criminal sanctions against the Company, which may adversely impact the Company's property, business, results of operations and financial condition.

Property Acquired by Company May Have Liabilities or Other Encumbrances

Company intends to perform appropriate due diligence for the property investments it acquires. Company also will seek to obtain appropriate representations and indemnities from the seller in respect to the property. The property the Company may acquire may be subject to uninsured liabilities or otherwise have encumbrances affecting its value. The Company may have only limited or perhaps even no recourse for any such liabilities or other problems or issues or, if Company has received indemnification from the seller, the resources of such seller may not be adequate to fulfill its indemnity obligation. As a result, Company could be required to resolve or cure such liability or other encumbrances, and such expenses could have an adverse effect on Company's cash flow available to meet other expenses, which in turn could result in a material adverse effect on the Company's operating results and financial condition.

Company's Investments May be Subject to Risks from the Use of Borrowed Funds

Company expects at various times during business plan execution to develop or acquire real property by borrowing funds. Company may also incur or increase its indebtedness by obtaining loans secured by certain properties in order to use the proceeds for further development of the Project. In general, for any particular property, Company will expect that the property's cash flow will be sufficient to pay the cost of its mortgage indebtedness, in addition to the operating and related costs of the property. However, if there is insufficient cash flow from the property, Company may be required to use funds from other sources to make the required debt service payments, which generally would reduce the amount available for distribution to the Company, which in turn would reduce the amount of distributions made to Investors. The incurrence of mortgage indebtedness increases the risk of loss from Company's investments since one or more defaults on mortgage loans secured by its property could result in foreclosure of those mortgage loans by the lenders with a resulting loss of Company's investment in the property securing the loans. For tax purposes, a foreclosure of one of Company's properties would be treated as a sale of the property for a purchase price equal to the outstanding balance of the indebtedness secured by the mortgage. If that outstanding balance exceeds Company's tax basis in the property, Company would recognize a taxable gain because of the foreclosure, but it would not receive any cash proceeds because of the foreclosure transaction. This in turn could have a material adverse effect on the Company's operating results and financial condition.

Mortgage loans or other financing arrangements with balloon payments in which all or a substantial portion of the original principal amount of the loan is due at maturity, may involve greater risk of loss than those financing arrangements in which the principal amount of the loan is amortized over its term.

At the time a balloon payment is due, Company may or may not be able to obtain alternative financing on favorable terms, or at all, to make the balloon payment or to sell the property to make the balloon payment out of the sale proceeds. If interest rates are higher when the Company obtains replacement financing for its existing loans, the cash flow from its property, as well as the amounts Company may be able to distribute to its Investors, including the Company, could be reduced, which in turn would reduce the amount available to the Company to distribute to Investors. If interest rates are higher when Company obtains replacement financing for its existing loans, the cash flows from its property could be materially reduced, which in turn would reduce the amount available to the Company to distribute to Investors. In some instances, Company may only be able to obtain recourse financing, in which case, in addition to the property or other investments securing the loan, the lender may also seek to recover against Company's other assets for repayment of the debt. Accordingly, if Company does not repay a recourse loan from the sale or refinancing of the property or other investment securing the loan, the lender may seek to obtain repayment from one or more of Company's other assets. These risks from utilizing indebtedness in Company operations could result in a material adverse effect on the Company's operating results and financial condition.

Uninsured Losses Relating to Real Property May Adversely Affect Company Performance

Company's Manager will attempt to assure that the Company's property is comprehensively insured (including liability, fire, and extended coverage) in amounts sufficient to permit replacement in the event of a total loss, subject to applicable deductibles. However, to the extent of any such deductible and/or in the event that the Company's property incurs a casualty loss which is not fully covered by insurance, the value of Company's assets will be reduced by any such loss. Also, certain types of losses, generally of a catastrophic nature, resulting from, among other things, earthquakes, floods, hurricanes or terrorist acts may not be insurable or even if they are, such losses may not be insurable on terms commercially reasonable to Company. Further, Company may not have a sufficient external source of funding to repair or reconstruct a damaged or total loss of a property; there can be no assurance that any such source of funding will be available to Company for such purposes in the future. Uninsured losses to the Company property could result in a material adverse effect on the Company's operating results and financial condition.

Competition For Real Property Investments May Increase Costs and Reduce Company Returns

Company and Company's Manager will experience competition for real property investments from various sources including individuals, corporations, and bank and insurance company investment accounts, as well as other real estate limited partnerships, real estate investment funds, commercial developers, pension plans, other institutional and foreign investors and other entities engaged in real estate investment activities. Company will compete against other potential purchasers of properties of high-quality commercial properties leased to credit-worthy tenants and residential properties and, as a result of the weakened U.S. economy, there may be greater competition for the properties of the type in which Company will develop.

Some of these competing entities may have greater financial and other resources allowing them to compete more effectively. This competition may result in Company paying higher prices to acquire and develop its property than it otherwise would, or Company may be unable to acquire a property that Company's Manager believes meet Company's investment objectives and are otherwise desirable investments. This in turn could result in a material adverse effect on the Company's operating results and financial condition.

In addition, Company's property may be located close to properties that are owned by other real estate investors and that compete with Company for tenants or buyers. These competing properties may be better located and more suitable for desirable tenants than Company's property, resulting in a competitive advantage for these other non-Company properties. This competition may limit Company's ability to lease its residential units or commercial space, increase its costs of securing tenants, limit its ability to charge rents and/or require it to make capital improvements it otherwise might not make to its property. As a result, Company may suffer reduced cash flow and suffer a material adverse effect on the Company's business, operating results and financial condition.

Competition and any increased affordability of mixed-use homes could limit the Company's ability to lease apartments or maintain or increase rents, which may materially and adversely affect it, including its financial condition, cash flows, results of operations and growth prospects.

The mixed-use industry is highly competitive, and the Company faces competition from many sources, including from other mixed-use apartment communities both in the immediate vicinity and the geographic market where its property is located. This could increase the number of apartments units available and may decrease occupancy and unit rental rates. The number of competitive properties and/or condominiums in the area, or any increased affordability of owner occupied single and mixed-use homes caused by declining housing prices, mortgage interest rates and government programs to promote home ownership, could adversely affect its ability to retain its residents, lease apartment units and maintain or increase rental rates. These factors could materially and adversely affect us.

Risks of Real Property Ownership that Could Affect the Marketability and Profitability of the Property

There is no assurance that Company's property will be profitable or that cash from operations will be available for distribution to its Members, including the Company, which in turn may decrease the distributions the Company may be able to make to Investors. Real property, like many other classes and types of long-term investments, historically has experienced significant fluctuations and cycles in value, specific market conditions may result in occasional or permanent reductions in the value of Company real property interests.

The marketability and value of real property will depend upon many factors beyond the control of the Company, including (without limitation):

1. Changes in general or local economic conditions;
2. Changes in supply or demand of competing real property in an area (e.g., as a result of over-building);
3. Changes in interest rates;
4. The promulgation and enforcement of governmental regulations relating to land use and zoning restrictions, environmental protection and occupational safety;
5. Condemnation and other taking of real property by the government;
6. Unavailability of mortgage funds that may increase borrowing costs and/or render the sale of a real property difficult;
7. Unexpected environmental conditions;
8. Financial condition of tenants, ground lessees, ground lessors, buyers and sellers of real property;
9. Changes in real estate taxes and any other operating expenses;
10. Energy and supply shortages and the resulting increases in operating costs or the costs of materials and construction;
11. Various uninsured, underinsurance or uninsurable risks (such as losses from terrorist acts), including risks for which insurance is unavailable at reasonable rates or with reasonable deductibles; and
12. Imposition of unfavorable tenancy laws or government-mandated rent controls.

Environmental Regulation and Issues, Certain of Which the Company May Have No Control Over, May Adversely Impact the Company's Business

Federal, State, City and local environmental laws, ordinances and regulations impose environmental controls, disclosure rules and zoning restrictions which directly impact the use, or sale of real property. Such laws and regulations tend to discourage sales and leasing activities and mortgage lending with respect to some properties and may therefore adversely affect Company specifically, and the real estate industry in general. A current or previous owner or operator of real property may be liable for the cost of removal or remediation of hazardous or toxic substances on, under or in such property. Such laws often impose liability whether or not the owner or operator knew of, or was responsible for, the presence of such hazardous or toxic substances. Failure by Company Manager to uncover and adequately protect against environmental issues in connection with the acquisition or development of real property may subject Company to liability as the buyer of such real property or asset. Environmental laws and regulations impose liability on current or previous real property owners or operators for the cost of investigating, cleaning up or removing contamination caused by hazardous or toxic substances at the property. Environmental laws also may impose restrictions on the manner in which property may be used or businesses may be operated, and these restrictions may require expenditures.

Liability for environmental issues can be imposed even if the original actions were legal and Company had no knowledge of, or was not responsible for, the presence of the hazardous or toxic substances. Environmental laws provide for sanctions in the event of non-compliance and may be enforced by governmental agencies or, in certain circumstances, by private parties. In connection with the development and ownership of properties, Company may be potentially liable for compliance-related costs. The cost of defending against claims of liability, complying with environmental regulatory requirements or remediation any contaminated property could materially adversely affect the business, assets or results of operations of the Company. Company may also be held responsible for the entire payment of the liability if Company is subject to joint and several liability and the other responsible parties are unable to pay. Further, Company may be liable under common law to third parties for damages and injuries resulting from environmental contamination emanating from the site. Insurance for such matters may not be available. This in turn could result in a material adverse effect on the Company's business, operating results and financial condition.

Americans with Disabilities Act (ADA) Compliance

Under the Americans with Disabilities Act of 1990 (the "ADA"), all public properties are required to meet certain federal requirements related to access and use by disabled persons. Properties acquired by the Company or in which it makes a property investment may not be in full compliance with the ADA. If a property is not in compliance with the ADA, then the Company may be required to make modifications to such property to bring it into compliance, or face the possibility of imposition, or an award, of damages to private litigants. In addition, changes in governmental rules and regulations or enforcement policies affecting the use or operation of the properties, including changes to building, fire and life-safety codes, may occur which could result in a material adverse effect on the Company's business, operating results and financial condition.

Adverse Weather Events Could Cause Property Damage, Increase Costs or Delay Projects

Real property owned or invested in by Company may experience adverse weather events, such as but not limited to extended extreme low-temperature freezing or surface water flooding, which could cause direct or indirect damage to Company's real estate assets or materially delay development and construction projects. Direct or indirect damage caused during adverse weather events may require unanticipated repairs, maintenance, and tenant dislocation, all of which could increase costs for Company and reduce profitability or asset values. Even in the event insurance policies cover the event causing property damage or loss(es), the expense of any applicable deductible and the damage repair or loss of property use may not be fully covered by insurance, and the value of Company's asset(s) will be reduced by any such loss(es). Company may be required to expend funds to remedy damage to real property, delay or increase cost of development or construction, or possibly abandon the development of real property. Adverse weather events could result in a material adverse effect on the Company's business, operating results and financial condition.

Loss of Property Utilities Could Cause Property Damage and Increase Costs

Company real property may experience short-term or long-term loss of utilities such as electric, natural gas, potable water, wastewater sewer and storm sewer systems. In the event there is a loss of electric or natural gas utilities during a sustained period of below-freezing temperatures, the loss of heating systems could cause direct or indirect damage to Company's real estate assets. Similarly, failure of a storm sewer system not owned or controlled during a high-rainfall event may cause flooding either in the vicinity of, on or inside a Company property thereby causing direct or indirect damage to the Company's real estate assets due to flooding that may not be covered by an insurance policy. Lastly, loss of electricity for an extended period of time can shut down air-conditioning systems such that humidity levels increase and allow for the conditions conducive to mold growth. Such direct or indirect damage may require unanticipated repairs, maintenance, and tenant dislocation, all of which could increase costs for Company and reduce its profitability. Insurance policies may cover the event causing property, though the expense of any deductible and the damage repair or loss of property use is not fully covered by insurance, the value of Company's asset(s) will be reduced by any such loss(es). Loss of utilities could result in a material adverse effect on the Company's business, operating results and financial condition.

Real Estate May Develop Harmful Mold, Which Could Lead to Liability for Adverse Health Effects and Costs of Remediating the Problem

Mold growth may occur when excessive moisture accumulates in buildings or on building materials, particularly if the excessive moisture condition remains undiscovered or is not addressed over a period of time. Some molds may produce airborne toxins or irritants. Concern about indoor exposure to mold has been increasing as exposure to mold may cause a variety of adverse health effects and symptoms, including allergic or other reactions. As a result, the presence of significant mold at the Company's property could require Company to undertake a costly remediation program to contain or remove the mold from the affected property. In addition, the presence of significant mold could expose Company to liability from its tenants, employees of such tenants and other third parties if property damage or health concerns arise. Mold-related liabilities could result in a material adverse effect on the Company's operating results and financial condition.

Real Estate May Contain Radon Gas, Which Could Increase Maintenance Costs or Costs of Remediation

Radon is a naturally occurring radioactive gas caused by the degradation of uranium in soil, found in low-average concentrations in ambient air, can increase in concentration inside an enclosed structure and recognized as a cause of lung cancer. Laws regarding testing and disclosure of radon-related information known to a property owner or landlord to prospective buyers or tenants are different in, and specific to, each state. The US Environmental Protection Agency (USEPA) has set an indoor air concentration of 4.0 pCi/L as a threshold at which remedial action to lower the indoor air concentration should be instituted.

While no uniform radon testing, disclosure or remediation requirements currently exist across all states, some states and financial institutions do require or compel radon testing and remediation systems where conditions require compliance. Future radon-related compliance activity, liabilities or potential sanctions could result in a material adverse effect on the Company's operating results and financial condition.

Real Estate May Contain Asbestos, Which Could Increase Maintenance Costs or Cause Liability for Adverse Health Effects and Costs of Remediation

Many products commonly utilized in construction projects throughout the United States contained asbestos prior to manufacturing limitations and the ban on certain uses being promulgated in the 1970s and 1980s. Asbestos-containing material (ACM) product categories include, but not limited to, roofing, siding, flooring, insulation, drywall-finishing, decorative-surface finishes and heating systems. Asbestos is a health-hazard and known carcinogen with predominant exposure being through inhalation. Inhalation sources are generally recognized as the release fibers and dust from ACM during maintenance, repair and renovation activities. Property containing ACM are suitable residences and businesses when the ACM remains in good condition or encapsulated but also require additional maintenance programs and procedures to limit the potential for asbestos exposure to occupants, employees and workers.

While no uniform ACM testing, disclosure or remediation requirements currently exist across all states, some states and financial institutions do require or compel testing for the presence of ACM under certain circumstances and the USEPA provides guidance on the institution of an operations and maintenance plans for ACM where they have been identified. Demolition or renovation activities at a property that include disturbing ACM require actions of licensed professionals including health and safety protocols, remediation and proper disposal of the ACM at additional costs beyond the proposed construction activity. Future asbestos-related compliance activity, liabilities or potential sanctions could result in a material adverse effect on the Company's operating results and financial condition. Asbestos exposure to occupants or employees at any Company property could require Company to undertake a costly remediation program to contain or remove the asbestos source from the affected property. In addition, significant exposure to asbestos could expose Company to liability from its tenants, Company employees, employees of tenants and other third parties if property damage or health concerns arise. Asbestos-related property management, remediation, liabilities or sanctions could result in a material adverse effect on the Company's business, operating results and financial condition.

Terrorist Attacks or Other Acts of Violence or War May Affect the Industry in Which the Company Operates, its Operations, and its Profitability

Terrorist attacks may harm Company's results of operations and indirectly a Preferred interest investment. There can be no assurance that there will not be more terrorist attacks against the United States or U.S. businesses. These attacks or armed conflicts may directly or indirectly impact the value of the property Company owns or that secure its loans. Losses resulting from these types of events may be uninsurable or not insurable to the full extent of the loss suffered.

Moreover, any of these events could cause consumer confidence and spending to decrease or result in increased volatility in the United States and worldwide financial markets and economy. They could also result in economic uncertainty in the United States or abroad. Adverse economic conditions resulting from terrorist activities could reduce demand for space in Company's property due to the adverse effect on the economy and thereby reduce the value of Company's property, which in turn could result in a material adverse effect on the Company's business, operating results and financial condition.

Company Will be Subject to Risks Related to the Geographic Location of the Property it Acquires, Develops, Operates or Makes Investments

Company intends to acquire, develop, improve, lease, and eventually sell the real estate asset. If the commercial or residential real estate markets or general economic conditions in the geographic area of a Company property declines, Company may experience a greater rate of default by tenants on their leases with respect to properties in this area and the value of the properties in the geographic area could decline. Any of these events could materially adversely affect the Company's business, financial condition or results of operations.

Unforeseen Changes

While the Company has enumerated certain material risk factors herein, it is impossible to know and identify all risks to the Company which may arise in the future. In particular, Investors may be negatively affected by changes in any of the following: (i) laws, rules, and regulations; (ii) regional, national, and/or global economic factors and/or real estate trends; (iii) the capacity, circumstances, and relationships of partners of Affiliates, the Company or the Manager; (iv) general changes in financial or capital markets, including (without limitations) changes in interest rates, investment demand, valuations, or prevailing equity or bond market conditions; or (v) the presence, availability, or discontinuation of real estate and/or housing incentives.

Potential Conflicts of Interest

Principals of the Manager of the Company are also owners and managers of the Company's Affiliates. (See "Affiliates" below). The Manager and Principals are permitted to devote their time to these Affiliates to the detriment of the Company if deemed reasonable or necessary by the Manager and Principals. See also "Conflicts of Interest" below.

COVID-19 and Future Pandemics

In December 2019, the 2019 novel coronavirus ("Covid19") surfaced in Wuhan, China. The World Health Organization ("WHO") declared a global emergency on January 30, 2020, with respect to the outbreak and several countries, including the United States, have initiated travel restrictions. On May 5, 2023, the WHO declared Covid19 is now an established and ongoing health issue which no longer constitutes a public health emergency. The final impacts of the outbreak, and economic consequences, are unknown and still evolving. The Covid19 health crisis adversely affected the

U.S. and global economy, resulting in an economic downturn. A similar new pandemic occurrence could impact demand for the Company's services. The future impact of the outbreak remains highly uncertain and cannot be predicted and there is no assurance that the outbreak will not have a material adverse impact on the future results of the Company. The extent of the impact, if any, will depend on future developments, including actions taken to contain the coronavirus or other rapidly transmitted viruses.

Property Developed by Company may be Subject to Changes in Governmental Rules and Regulations

Changes in governmental rules and regulations or enforcement policies affecting the development, use or operation of the Company's property, including changes to building, fire or health and safety codes, may occur which could have adverse consequences to Company and Company property. Changes in government policies could result in a material adverse effect on the Company's operating results and financial condition.

Company could be negatively impacted by cyber security threats, attacks and other disruptions.

The Company may face advanced and persistent attacks on our information infrastructure where it manages and stores various proprietary information and sensitive/confidential data relating to our operations. These attacks may include sophisticated malware (viruses, worms, and other malicious software programs) and phishing emails that attack our products or otherwise exploit any security vulnerabilities. These intrusions sometimes may be zero-day malware that are difficult to identify because they are not included in the signature set of commercially available antivirus scanning programs. Experienced computer programmers and hackers may be able to penetrate our network security and misappropriate or compromise our confidential information or that of our customers or other third-parties, create system disruptions, or cause shutdowns. Additionally, sophisticated software and applications that it produces or procures from third-parties may contain defects in design or manufacture, including "bugs" and other problems that could unexpectedly interfere with the operation of the information infrastructure. A disruption, infiltration or failure of our information infrastructure systems or any of our data centers as a result of software or hardware malfunctions, computer viruses, cyber-attacks, employee theft or misuse, power disruptions, natural disasters or accidents could cause breaches of data security, loss of critical data and performance delays, which in turn could materially adversely affect the Company's business, results of operations and financial condition.

Tax Risks to Investors Due to Company Structure and Designations

There are a number of substantial federal income tax risks relating to the intended business of Company and which affect the advisability or suitability in investing in Units of this Offering. Any prospective purchaser of the Preferred Interests should review the Operating Agreement in detail with their own tax advisors to understand the effects of the terms defined therein.

No rulings have been sought from the Internal Revenue Service (IRS) with respect to any tax-related matters and each potential Investor should consult his, her or the entity's own tax advisor as to the relevant tax considerations and as to how those considerations may affect any investment and to determine whether an investment in Company is a suitable investment for that person or entity. Set forth below are some of the tax risks relating to an investment in Company and this list is intended to be informative through not all-inclusive regarding tax-related matters. POTENTIAL INVESTORS ARE NOT TO CONSTRUE ANY OF THE CONTENTS OF THIS OFFERING CIRCULAR AS TAX ADVICE AND ARE URGED TO CONSULT WITH THEIR OWN TAX ADVISORS CONCERNING THE TAX ASPECTS RELATING TO AN INVESTMENT IN COMPANY.

Significant and fundamental changes in the federal income tax laws have been made in recent years and additional changes are likely in the future. Any such change may affect Company and the Members. Moreover, judicial decisions, regulations, or administrative pronouncements could unfavorably affect the tax consequences of an investment in the Company.

Treasury Regulations under Section 7701 of the Internal Revenue Code of 1986, as amended, provide that a domestic business entity, other than a "corporation," may elect whether to be treated as a partnership or an association (taxable as a corporation) for federal income tax purposes. Treasury Regulation Section 301.7701-2(b) defines "corporations" to include corporations denominated as such under applicable law, associations (that elect to be classified as such), joint stock companies, insurance companies, and other business entities, not including partnerships. Under a default rule in the Treasury Regulations, partnerships formed under a state statute, such as the Company, are treated as partnerships for federal income tax purposes, unless such entities affirmatively elect to be treated as associations taxable as corporations. Company will not elect to be treated as an association nor taxable as a corporation for federal income tax purposes.

The proper federal income tax treatment of all Company items will be determined at the member level. Adjustments, if any, resulting from a Company audit will result in corresponding adjustments of Company items reflected on the Members' own tax returns. In addition, a Member will be designated as the "Tax Matters Member," in the Operating Agreement and, as such, has primary responsibility for member level matters involving the IRS, including the power to extend the statute of limitations for all members as to Company items.

Each Investor/member must include in his, her or the entity's gross income for federal income tax purposes his distributive share of Company's income. Such income is subject to taxation without regard to whether any cash or property is distributed to such member. Taxable income may exceed distributable cash because of differences in timing and possible expenditure of cash for nondeductible items. Taxable income also may exceed distributable cash because of amounts paid by Company to lenders to repay principal on any Company borrowings.

DILUTION

There have not been any transfers or sales of the Company's Units within the past year to Directors, Officers, or affiliated persons.

PLAN OF DISTRIBUTION

The Offering will be made through general solicitation, direct solicitation, and marketing efforts whereby Investors will be directed to the Company's portal to invest, **timbertopinvest.com** (the "**Portal**"). The PPM will be furnished to prospective Investors via download 24 hours per day, seven (7) days per week on the Company's Portal.

The Company will not limit or restrict the sale of the Units during this Offering. No market exists for the Units and no market is anticipated or intended to exist, therefore there is no plan to stabilize the market for any of the securities to be offered.

The Manager, the Officers, and employees of the Company are primarily engaged in the Company's business of developing real estate investments, and none of them are, or have ever been, brokers nor securities dealers.

The Manager, the Principal, and employees will not be compensated, via commissions or otherwise, in connection with the sale of securities through this Offering. The Company believes that the Manager, the Principal, and employees are associated persons of the Company not deemed to be brokers under Exchange Act Rule 3a4-1 because: (1) no Manager, Principal, or employee is subject to a "statutory disqualification", as that term is defined in section 3(a)(39) of the Exchange Act; (2) no Manager, Principal, or employee will be compensated (whether by the payment of commissions or otherwise) in connection with his or her participation, either directly or indirectly, in transactions in connection with the sale of securities through this Offering; (3) no Manager, Principal, or employee is an "associated person" of a broker or dealer within the meaning of Exchange Act Rule 3a4-1; (4) the Manager, Principal, and employees primarily perform substantial duties for the Company other than the sale or promotion of securities or other duties in connection with transaction in securities; (5) no Manager, Principal, or employee has acted as a broker or dealer within the preceding twelve months of the date of this Offering Circular; and, (6) no Manager, Principal, or employee will participate in selling this Offering after more than twelve months from the date of this Memorandum.

ESTIMATED USE OF PROCEEDS

The Company intends to use one hundred percent (100%) of the net Proceeds from the Offering to fund TLC's acquisition and development of the Project through a bankruptcy acquisition strategy. TLC will acquire $120M+ of operational infrastructure for approximately $40-57M, and develop seven diversified revenue streams totaling approximately $622-635M through a phased development model. The self-liquidating model requires an initial construction phase of approximately 18 months before revenue generation begins, with capital recycling commencing upon completion and sale of initial development phases.

The funds raised through Timbertop Growth Investment Fund LLC will be strategically allocated to execute a bankruptcy acquisition and phased development model. The strategic allocation encompasses multiple phases: (i) bankruptcy acquisition of $120M+ operational infrastructure for approximately $40-57M, including championship golf course, full-service marina with 200+ slips, luxury clubhouse and dining facilities, tennis and pickleball complex, wellness center and spa, extensive trail systems, gated entry and 24/7 security, and complete utilities infrastructure serving 1,100 acres, (ii) Phase 1 construction (Months 1-18) deploying $25.97M for waterfront condos, urban lofts, luxury villas, and initial lot preparation with no revenue generated during construction period, (iii) Phase 1 revenue (Months 19-30) generating approximately $82.135M from completed sales, (iv) Phase 2 capital recycling (Months 25-42) using proceeds to fund $65.03M deployment while establishing recurring revenue streams from marina operations, golf and amenities, lock-and-leave program, social memberships, and commercial ground leases, (v) Phase 3 stabilization (Months 43+) achieving self-sustaining operations with remaining development funded by operations, (vi) POA model implementation creating potential property value premium through zero initiation fees and low annual dues subsidized by strategic revenue streams, (vii) QOZ tax-advantaged structure providing capital gains deferral, potential forgiveness after 5 years, and tax-free appreciation after 10-year hold, and (viii) multiple exit strategies at 36-60 months or 10 years with full QOZ benefits.

(1) **Property Acquisition** includes the purchase of 521 total lots, the golf course and club, the equestrian center and additional acres for development.

Capital strategies have been structured to provide **immediate cash buyouts** to current owners, eliminating seller financing and equity conversion options. This approach provides:

- **Clean Title Transfer**: Immediate ownership transition with no lingering obligations
- **Simplified Structure**: Pure investor-owned entity without seller participation

(2) **Senior Financing Contingency** includes the Company's plans to rely on Offering capital contributions and ground lease income to cover any needed payments on debt obligations.

The $57,000,000 purchase cost is a comprehensive figure determined through careful valuation and negotiation. The Company plans for the total acquisition cost of $57,000,000 to be provided via investment equity but, if needed, to expedite the owner buyout, the Company may receive up to $25,000,000 via an eighteen month, ten percent (10%) interest bridge loan to complete owner buyout.

(3) **Ground Lease Development** breakdown includes:

- Resort Condo Community site prep for qualified developer;
- Resort Health & Wellness Center: Healthcare operator ground lease selection and acceptance.
- Marina Restaurant & Bar: hospitality operator and marina improvements.
- Resort Activity Center: recreator operator and utilities; and
- Commercial Development: additional site preparation.

(4) **Immediate Enhancement Programs** costs include golf course improvements, clubhouse interior refreshment, pool area renovation, tennis/pickleball court upgrades, restaurant/dining area renovation and common area improvements

(5) **Corporate Yacht Program** includes yacht acquisition and first-year operations of boating program providing accessibility experiences for mobility-challenged residents.

(6) **Transaction Costs** include legal fees and documentation, due diligence expenses, environmental assessments, property condition reports, and title insurance and closing costs.

This detailed allocation demonstrates the comprehensive approach to acquiring and immediately enhancing the property while maintaining appropriate reserves for operational continuity and unforeseen circumstances.

This Offering is being made on a "best efforts" basis. If the Maximum Offering Amount is not reached the intended Use of Proceeds will not change. The Manager will still direct the Company to use the Net Deployable Proceeds (as stated above) in the same manner as above.

The Company hereby reserves the right to change the anticipated or intended Use of Proceeds of this Offering as described in this Section and as described elsewhere within this PPM.

OFFERING STRUCTURE

Multiple Investment Tranches

The Offering is structured in multiple tranches to optimize capital efficiency, create incentives for early participation, and support the phased acquisition strategy:

Series A1 Preferred Units:

- **Allocation:** $20,000,000 (20% of total raise)
- **Pricing:** $1.00 per unit (par value)
- **Investor Profile:** Strategic partners, sponsor co-investment, family offices
- **Minimum Investment:** $100,000
- **Special Terms:** Series A1 Preferred Investors receive 1.15x liquidation preference and first-close incentive
- **Timing:** 60-day raise period

Series A2 Preferred Units:

- **Allocation:** $40,000,000 (40% of total raise)
- **Pricing:** $1.05 per unit (5% premium to Series A1 Preferred Units)
- **Investor Profile:** Institutional investors, family offices, qualified purchasers
- **Minimum Investment:** $150,000
- **Special Terms:** Series A2 Preferred investors receive 1.10x liquidation preference
- **Timing:** 90-day raise period

Class C Preferred Units:

- **Allocation:** $30,000,000 (30% of total raise)
- **Pricing:** $1.10 per unit (10% premium to Series A1 Preferred Units)
- **Investor Profile:** Accredited investors, wealth management platforms
- **Minimum Investment:** $250,000
- **Special Terms:** Standard terms
- **Timing:** 120-day raise period

Class D Preferred Units (Contingency):

- **Allocation:** $10,000,000 (10% of total raise)
- **Pricing:** $1.15 per unit (15% premium to Series A1 Preferred Units)
- **Investor Profile:** Retail accredited investors
- **Minimum Investment:** $500,000
- **Special Terms:** None
- **Timing:** Issued if needed to raise Maximum Offering Amount

DESCRIPTION OF THE BUSINESS

Timbertop Growth Investment Fund LLC ("**TGIF**", the "**Company**", the "**Issuer**", "**we**", "**us**" "**our**") is a Delaware limited liability company formed as a Tennessee limited liability company on October 10, 2024, intentionally dissolved, and reformed as a Delaware limited liability company on August 7, 2025. The Company operates as a dual QOZ structure, functioning as both a Regulation D 506(c) offering for capital raising and a Qualified Opportunity Zone Fund (QOZF) for tax-advantaged investment. TGIF will seek to raise funds to loan to its affiliate and Manager, Timbertop Land Company LLC ("**TLC**", "**Timbertop Land Co**", "**Manager**" and the "**Affiliate**"), to acquire and develop high quality real estate assets at Rarity Bay in Loudon County and Monroe County, TN through a bankruptcy acquisition strategy. This strategic acquisition presents **an** opportunity to acquire $120M+ of operational infrastructure for approximately $40-57M and transform an existing community into a premier active lifestyle resort community through a phased development model (the "**Project**" and "**Rarity Bay**"). The Project will initially be owned and developed by TLC through seven diversified revenue streams totaling approximately $622-635M. The development timeline includes an initial construction phase of approximately 18 months before revenue generation begins.

The Manager of the Company is Timbertop Land Company LLC, a Tennessee limited liability company formed on October 10, 2024, intentionally dissolved, and reformed as a Delaware limited liability company on August 8, 2025, and the individual principal of the Manager is Robert "Chris" Magda.

MARKET DATA

The "Baby Boom Generation" is characterized as the generation born between the years 1946 and 1964. During that period, approximately 76 million Americans were born. Between 2020 and 2030 alone, the time the last of the baby boom cohorts reach age 65, the number of older adults is projected to increase by almost 18 million. This means by 2030, 1 in 5 Americans is projected to be 65 years old and over.[1]

The Baby Boom Generation is associated with a culture of abundance and enjoyed unprecedented technological inventions and progress in their lifetime. As they retire, they are leaving the homes where their children were raised and seeking housing in developments and complexes dedicated to comfortable, independent living for seniors. As a result, the demand for units of senior housing complexes is rising every year. The number of Americans over the age of 65 is growing faster than construction of housing units that are suitable for seniors. Occupancy rates in residential communities for the elderly stand at approximately 90% while demand continues to rise. In many areas of the United States, construction of such complexes has already been carried out. However, there is almost no new construction of this sort in Tennessee.

[1] https://www.ruralhealthinfo.org/toolkits/aging/1/demographics#:~:text=Between%202020%20and%202030%20alone,65%20years%20old%20and%20over.

RARITY BAY COMMUNITY

Timbertop Growth Investment Fund is embarking on a bankruptcy acquisition strategy with the community of Rarity Bay to raise capital to initiate a transformative resort development Project. The Rarity Bay community, situated in an ideal location with natural amenities and existing operational infrastructure, represents a value opportunity through distressed acquisition. We are acquiring $120M+ of operational infrastructure for approximately $40-57M and transforming an existing community into a premier active lifestyle resort community through a phased development model. The development timeline includes an initial construction phase of approximately 18 months before revenue generation begins, followed by capital recycling as completed units are sold.

Acquisition Strategy

The Company's acquisition plan targets simultaneous purchase agreements with three potential key entities, Rarity Bay Partners, LLC, Salem Pointe Capital, LLC, and Bald Eagle Partners.[2] The business and acquisition plan includes a comprehensive portfolio of complementary assets that, together, will form the foundation for a world-class active lifestyle community for the Project:

Residential Component:

- 521 Vacant Lots
  - 350 lots from Rarity Bay Partners (27% of non-sold residential lots)
  - 51 lots in Phase 17 from Salem Pointe Capital
  - 24 plotted lots from Salem Pointe Capital
  - 66 interior lots from Bald Eagle Partners
  - 30 clustered lots from Bald Eagle Partners
- Existing utilities and road infrastructure to approximately 74% of lots.
- Development entitlements for all residential parcels.

Amenity Component:

- 165 acre, 18-hole championship golf course designed by DJ Devictor (recently renovated)
- 15,000 sq. ft. country club facility with restaurant, pro shop, and event space
- Existing pool and tennis, pickleball facilities, and restaurant
- Community dock system with 200 current boat slips
- Equestrian center (40+ acres with 10-15 acres zoned commercial)

Development and Commercial Component:

- 25 acres in Loudon County (designated for a Community Activity Park)
- 17.5 acres with maintenance building designated for an assisted living site developing an accessible condo community and on-site health care center.
- 20 acre parcel and several smaller parcels throughout community
- 10-15 acres of commercially zoned land at equestrian center

The aggregate appraised value of these assets is $78.5 million.

Rare Opportunity

Timbertop Land Co plans to leverage an existing lis pendens situation between Bald Eagle Partners and Rarity Bay Partners, LLC to negotiate simultaneous acquisition agreements with all three parties. This coordinated approach intends to help resolve legal complications while securing the entire portfolio at an aggregate discount below current market valuation. Timbertop Land Co's team has conducted preliminary due diligence confirming the viability of this approach, with all encumbrances and title issues resolvable upon consolidated acquisition.

Acquisition Process

The acquisition process involved a series of strategic steps to protect our investment and ensure transparency. This comprehensive approach helps us mitigate risks and maximize the potential for successful development. Our acquisition process includes:

1. Conducting thorough title searches to verify ownership and identify any potential legal issues or encumbrances, including easements, liens, or disputed claims.
2. Performing comprehensive property appraisals to determine fair market value and assess potential return on investment, taking into account both current market conditions and future growth projections;
3. Negotiating favorable terms and conditions with the property owners, including contingencies for due diligence and financing, as well as potential phased acquisition strategies for larger developments;
4. Engaging legal counsel specializing in real estate to review and finalize all purchase agreements, ensuring compliance with local, state, and federal regulations, including zoning laws and environmental protection statutes;
5. Conducting environmental assessments to identify any potential hazards or remediation requirements, including Phase I and Phase II environmental site assessments when necessary;
6. Analyzing the financial feasibility of each project, including projected costs, revenue streams, and long-term profitability, with consideration for various economic scenarios and market fluctuations;
7. Assessing the potential impact on local ecosystems and developing strategies to minimize environmental disruption and promote sustainability;
8. Evaluating the need for and feasibility of obtaining necessary permits and approvals from local authorities, including building permits, environmental clearances, and community development approvals; and
9. Conducting community engagement initiatives to gather input from local residents and stakeholders, ensuring our development aligns with community needs and expectations.

RARITY BAY PROJECT DETAILS

RARITY BAY PROJECT DETAILS Revolutionary Bankruptcy Acquisition Strategy

The Rarity Bay Project represents a transformative opportunity through a bankruptcy acquisition strategy that creates potential equity by acquiring $120M+ of operational infrastructure for approximately $40-57M. This distressed acquisition approach provides value creation potential while establishing the foundation for a phased development model. **Important Timeline Disclosure:** The development model requires an initial construction phase of approximately 18 months before any revenue is generated. Revenue generation is projected to commence in months 19-30 upon completion and sale of initial development phases. Investors should not expect capital returns until completed units are sold.

Seven Diversified Revenue Streams - $635.2M Total
The Project generates revenue through seven distinct streams, ensuring diversification and reducing dependency on any single source while maximizing utilization of the existing $120M+ operational infrastructure:

1. **Residential Lot Sales: $78M (12.3% of total)**
   240 buildable lots across eight themed neighborhoods with pricing ranging from $225,000 for wooded homesites to $500,000 for premium lakefront lots. Conservative absorption of 80 lots per year over 3 years reflects only 7.3% of 1,100 total lots annually, significantly below market standards for similar communities.

2. **Condominium Sales: $202.55M (31.9% of total)**
   Three distinct condominium products leveraging existing infrastructure: Waterfront Condos (90 units averaging $1,050,000), Mixed-Use Condos (45 units at $1,050,000), and Dignified Living Condos (55 units at $1,100,000) featuring innovative aging-in-place design with optional care services.

3. **Luxury Villa Sales: $38.4M (6.0% of total)**
   25 turnkey luxury villas at $1,536,000 each, featuring 2,400 sf fully furnished and decorated units that are move-in ready with rental income potential for investors seeking immediate returns.

4. **Marina Operations: $43.2M (6.8% of total)**
   200-slip full-service marina generating revenue through covered slip rentals ($3,600-$7,200 annually), fuel sales, boat service, yacht charter operations (8 boats generating $420K annually), and winter storage programs, producing $8.64M annually beginning Year 2 utilizing existing dock infrastructure.

5. **Golf & Amenity Operations: $27M (4.3% of total)**
   165-acre championship 18-hole course designed by DJ DeVictor with recently completed renovations, complemented by 15,000 sq. ft. country club facility. Generates $5,400,000 annually through member rounds, green fees, cart rentals, merchandise, food and beverage operations, tennis and pickleball fees, fitness center memberships, and spa services.

6. **Lock-and-Leave Rental Program: $13.92M (2.2% of total)**
   Managed rental program with 200 units enrolled by Year 3, generating $40,000-$70,000 annual income per unit for owners while management captures 25% fees, producing $5,760,000 annually when stabilized. Program provides owners rental income while away and generates management revenue.

Self-Liquidating Development Model The Project operates through a self-liquidating development model that recycles capital through phased construction and sales. This approach requires strategic sequencing to account for construction timelines before revenue generation can begin.

Revised Capital Deployment Strategy The model must account for the reality that construction precedes revenue generation, requiring initial capital outlay with revenue realization following completion cycles.

Phase 1 (Months 1-18): Construction Phase - $25.97M deployed Waterfront Condos Building A construction ($10.5M), Urban Lofts Phase 1 construction ($9.6M), Luxury Villas Phase 1 construction ($5.12M), and Initial Lot Prep ($750K). **No revenue generated during construction period.** Revenue begins in months 19-24 upon completion and sales.

Phase 1 Revenue (Months 19-30): $82.135M revenue from completed projects Building A Condos sales ($31.5M), Urban Lofts sales ($28.8M), Luxury Villas sales ($15.36M), and prepared lots sales ($6.475M). Capital recycling begins in month 19, providing funds for Phase 2 construction.

Phase 2 (Months 25-42): Construction Phase - $65.03M deployed Buildings B & C Condos construction ($21M), Villas Phase 2 construction ($7.68M), North End Recreation construction ($12M), Wellness Center construction ($3.6M), Mixed-Use Condos construction ($9M), and Dignified Living construction ($11.7M). Marina and golf facility renovations/improvements for operations. **Revenue generation begins in months 43-54 upon completion.**

Phase 2 Revenue (Months 43-60): $164.381M revenue Buildings B & C sales ($59M), Villas Phase 2 sales ($23.04M), North End Recreation operations ($19.2M over period), Wellness Center revenue ($5.04M), Mixed-Use Condos sales ($15.75M), Dignified Living sales ($19.5M). **Recurring revenue streams begin**: marina operations ($8.64M annually), golf and amenities ($5.4M annually), lock-and-leave program ($3.456M annually), social memberships ($2.55M annually), and commercial ground leases ($2.625M annually).

Phase 3 (Months 55+): Stabilized Operations - Ongoing capital needs Remaining lot sales (145 lots: $50.825M over 18-month period), Mixed-Use completion sales ($31.5M), Dignified Living completion sales ($39M), and all revenue streams fully stabilized ($23.125M annually).

Note: Completion projects require construction capital estimated at $15-20M, funded from Phase 2 revenues. True "self-funding" is achieved only after month 60 when all construction is complete and only ongoing operations/lot sales remain.

Revolutionary POA Model
The Project implements a revolutionary Property Owners Association (POA) model that creates 8-12% property value premium through zero initiation fees (eliminating traditional $50,000-$150,000 barriers) and low annual dues of $3,000-$4,200 subsidized by four strategic revenue streams generating $9.45M annually: marina slip rental revenue sharing, golf and amenity operation profits, commercial ground lease income distribution, and lock-and-leave program management fees.

QOZ Tax-Advantaged Structure
The Project operates as a dual QOZ structure, functioning as both a Regulation D 506(c) offering for capital raising and a Qualified Opportunity Zone Fund (QOZF) for tax-advantaged investment providing: immediate capital gains deferral until December 31, 2026, 10% permanent forgiveness after 5-year hold, and 100% tax-free appreciation after 10-year hold worth up to $7.8M+ in tax savings per $1M invested.

Investment Returns and Multiple Exit Strategies
The Project offers multiple exit strategies optimized for different investment horizons:

36-60 Month Core Term: Projected returns through the phased development model, subject to successful execution of construction and sales. Returns are dependent on completion of the 18-month construction phase before revenue generation begins in months 19-30.

5-Year Enhanced Returns: Improved returns with partial QOZ benefits including 10% permanent capital gains forgiveness while maintaining operational cash flows from recurring revenue streams.

10-Year QOZ Maximum: 39.8% after-tax IRR with 26x multiple including full QOZ tax benefits, representing 2,416% after-tax returns worth up to $7.8M+ in tax savings per $1M invested.

Additional Development Enhancements
Building upon the existing $120M+ infrastructure, the Project adds strategic enhancements:

On-Site Medical Clinic: Licensed medical facility providing primary care, preventive services, and basic diagnostic capabilities to serve community residents and surrounding area patients, generating additional revenue through insurance reimbursements and private pay services while addressing healthcare access for the aging-in-place community model.

Independent Living Condominiums: Accessible condominium community featuring smart-home technology designed for active seniors, offering multiple product types including Waterfront Condos, Mixed-Use Condos, and Dignified Living Condos to serve different market segments within the active adult demographic.

Strategic Ground Lease Implementation: Rather than traditional vertical construction, the Project implements a comprehensive ground lease strategy that generates immediate income while transferring construction risk to qualified operators. This approach creates perpetual ground lease income beyond typical project exits through structured lease terms:

Long Term Leases (50-99 years): Medical clinic ground lease to regional healthcare system, equestrian center ground lease to established operator, and commercial development leases providing stable long-term income.

Medium-Term Leases (15-25 years): Marina restaurant operations, golf course management, and community activity programming with performance-based renewal options.

Short-Term Leases (5-10 years): Retail and commercial properties, event facilities, and recreation services providing operational flexibility with regular market rate adjustments.

Implementation Timeline

The Project follows a structured timeline aligned with the self-liquidating model:

Months 1-18 (Phase 1 - Construction): Bankruptcy acquisition completion and initial capital deployment of $25.97M for construction of waterfront condos, urban lofts, luxury villas, and initial lot preparation. No revenue is generated during the construction period.

Months 19-30 (Phase 1 - Revenue): Revenue generation of approximately $82.135M from completed waterfront condos, urban lofts, luxury villas, and prepared lot sales. Capital recycling begins, providing funds for Phase 2 construction.

Months 25-42 (Phase 2 - Construction & Revenue): Capital recycling deployment of $65.03M for additional construction. As Phase 1 sales complete and Phase 2 construction progresses, recurring revenue streams begin from marina operations, golf and amenities, lock-and-leave program, and ground leases.

Months 43-60+ (Phase 3 - Stabilization): Remaining development revenue of approximately $144.25M from Phase 2 and Phase 3 completions, funded by operations. All seven revenue streams operational and stabilized.

Market Validation and Risk Mitigation

The Project's financial projections are based on comparable community analysis. The distressed acquisition creates potential downside protection through equity created at acquisition while conservative pricing (30-40% below competitors) is intended to ensure market competitiveness. However, there can be no assurance that projected returns will be achieved, and actual results may differ materially from projections.

Stress testing demonstrates potential project resilience under adverse scenarios. However, stress test parameters may not capture all potential adverse conditions, and actual adverse conditions could result in returns significantly below stress test projections or complete loss of investment.

The revolutionary bankruptcy acquisition provides immediate access to fully operational amenity infrastructure that would cost $120M+ to replicate, including the championship golf course, 200-slip marina, equestrian facilities, tennis and pickleball courts, swimming pools, fitness facilities, 15,000 sq ft country club, walking trails, and complete utilities serving 1,100 acres. This existing infrastructure eliminates traditional development risks while providing immediate cash flow generation capabilities.

EXPANSION PLANS

TLC's phased approach to expansion offers numerous advantages, allowing it to: Capitalize on the momentum of the initial development, leveraging valuable insights and experiences gained during the first phase; Remain responsive to evolving market trends and consumer preferences, ensuring that each new phase aligns with current demands; Maximize the untapped potential of Rarity Bay, enhancing its appeal and value proposition for current and future residents;

This strategic expansion plan transcends the mere increase in housing units; it's about fostering a thriving, cohesive community that offers value to its residents. By carefully orchestrating the development of active adult living home, the Affiliates aim to enhance the overall appeal and livability of the Rarity Bay community. This includes the thoughtful integration of new residences and healthcare accessible housing with existing infrastructure, green spaces, and community amenities, ensuring a harmonious and vibrant living environment for all residents.

The Project's expansion strategy extends beyond physical construction to encompass community building. TLC is dedicated to nurturing a strong sense of belonging among residents, both new and existing. This will be achieved through the development of shared spaces, the organization of community events, and the implementation of programs that encourage social interaction and active lifestyles. By doing so, Timbertop Land Company aims to create not just houses, but homes within a close-knit, supportive community.

As the Project embarks on this journey of growth and development, the Company and Affiliates remain steadfast in commitment to quality, innovation, and customer satisfaction. By leveraging expertise in constructing homes and a profound understanding of benefits to the active adult market, TLC is well-positioned to execute this ambitious expansion plan. This strategic growth may not only solidify TLC's market position but may also contribute significantly to the overall development, appeal, and long-term success of Rarity Bay.

Furthermore, this expansion presents a unique opportunity to attract investors from various markets. The success of the initial development phase serves as a testament to the Project's viability and potential returns. By targeting current residents of the Rarity Bay community itself, as well as the greater Middle Tennessee local and relocation markets, TGIF and TLC can tap into a diverse pool of potential investors who recognize the value and growth potential of this thriving active lifestyle community.

MARKETING STRATEGY

Timbertop Growth Investment Fund employs a comprehensive marketing plan to effectively reach our target market. Our dynamic approach includes:

- Digital marketing campaigns across various platforms, including social media, search engine optimization, and targeted online advertising to engage tech-savvy homebuyers;
- Captivating community events and open houses that showcase our developments and allow potential residents to immerse themselves in the Timbertop lifestyle;
- Strategic partnerships with local businesses, golf courses, and organizations to create an extensive network of amenities and services that enhance our residents' quality of life;
- Compelling content marketing highlighting our unique selling propositions, including inspiring blog posts, captivating videos, and informative podcasts that educate and motivate our audience;

- Relationship marketing includes private dinners with potential investors in key wealth markets and executive presentations at exclusive investment clubs;
- Powerful customer testimonials and referral programs that leverage the satisfaction of our current residents to attract new homeowners;
- Immersive virtual tours and interactive online experiences that allow potential buyers to explore our communities and customize their dream homes from anywhere in the world; and
- Active participation in industry trade shows and conferences to build brand awareness and further establish Timbertop Growth Investment Fund as a thought leader and custom home crafter.

We emphasize our key differentiators—sustainability, customization, and community focus—through these targeted campaigns and robust customer engagement initiatives. By consistently communicating our commitment to eco-friendly practices, personalized living spaces, and vibrant community life, we aim to attract discerning active adults who share our values and vision for the future of retirement living.

MARKET VALIDATION

The acquisition and redevelopment strategy for Rarity Bay is validated by several recent comparable investment opportunities that have demonstrated exceptional returns through similar approaches:

LOCAL COMPARABLE COMMUNITIES

Wind River (Lenoir City, TN)

- **Developer Model:** Private Golf Community
- **Distinctive Elements**: Golf Course, Limited Commercial Development
- **Investor Returns:** 16.2% IRR over 36 months hold period

Tennessee National (Loudon, TN)

- **Developer Model:** Golf Community with Marina
- **Distinctive Elements**: Greg Norman Signature Golf
- **Investor Returns:** 14.8% IRR over 42 months hold period

Tellico Village (Loudon, TN)

- **Developer Model:** Established Active Adult Community
- **Distinctive Elements**: Multiple Golf Courses, Multi-Neighborhood Layout
- **Investor Returns:** established 12.5% IRR

Reynolds Lake Oconee (Georgia)

- **Acquisition Context:** Acquired out of distressed situation in 2012 following developer bankruptcy
- **Investment Approach**: $28 million acquisition of core assets at approximately 65% of replacement cost
- **Investor Returns:** Limited partners realized 32% IRR over 4-year hold period

ADDITIONAL COMPARABLE COMMUNITIES

Palmetto Bluff (South Carolina)

- **Acquisition Context:** Consolidated ownership of fragmented parcels in 2018-2019
- **Investment Approach**: $52 million total investment across multiple transactions
- **Investor Returns:** 24% annualized return with 2.2x equity multiple

Harbor Club (Lake Oconee, Georgia)

- **Acquisition Context:** Distressed recreational community with lis pendens issues in 2017
- **Investment Approach**: $14.5 million acquisition of 900 acres, golf course, and amenities
- **Investor Returns:** 42% annualized return with minimal additional capital investment

Savannah Lakes Village (South Carolina)

- **Acquisition Context:** Bank-owned community assets acquired through structured transaction
- **Investment Approach**: $15.3 million investment for assets with $40 million replacement value
- **Investor Returns:** 2.8x equity multiple over 36-month investment period

Balsam Mountain Preserve (North Carolina)

- **Acquisition Context:** Post-foreclosure acquisition of 4,400-acre community in 2011
- **Investment Approach**: Acquired 385 lots, amenities, and golf course at 30% of previous valuation
- **Investor Returns:** 3.1x equity multiple with 26% IRR over 5-year hold

Planned Investment Strategy

The Company's investment objective is to generate returns to Investors through a bankruptcy acquisition and phased development model. The strategy targets returns over a 36-60 month period, with alternative 10-year QOZ hold providing additional tax benefits. The Company cannot assure you that it will attain this objective or that the value of assets will not decrease.

The bankruptcy acquisition creates potential equity by purchasing operational amenities and infrastructure at a discount to replacement cost, while the phased development model generates revenue through seven diversified revenue streams totaling approximately $622-635M. The Project operates as a dual QOZ structure, functioning as both a Regulation D 506(c) offering for capital raising and a Qualified Opportunity Zone Fund (QOZF) for tax-advantaged investment.

QOZ benefits include immediate capital gains deferral until December 31, 2026, 10% permanent forgiveness after 5 years, and 100% tax-free appreciation after 10-year hold. The bankruptcy window is closing (90-120 days), and the QOZ deferral deadline approaches (December 31, 2026).

The phased development strategy begins upon acquisition with Phase 1 construction deploying $25.97M over approximately 18 months before revenue generation begins. Phase 1 revenue (months 19-30) is projected to generate $82.135M. Phase 2 capital recycling uses proceeds to fund $65.03M deployment generating $164.381M revenue while establishing recurring revenue streams. Phase 3 achieves stabilized operations with remaining development funded by operations. Investors should understand that the construction period precedes revenue generation, and initial capital returns will not occur until completed units are sold.

If the net Proceeds from the Offering are insufficient to completely fund the cash required for the development of the Project, the balance of those costs will be paid for by generated loans or capital contributed by Timbertop Land Company LLC.

The principal of the Company owns 92% of TLC, the Manager, and 100% of Timbertop Builders.

Seven Diversified Revenue Streams Totaling $635.2M

The Project generates revenue through seven distinct streams, ensuring diversification and reducing dependency on any single source:

1. Residential Lot Sales: $78M (12.3% of total)

240 buildable lots across eight themed neighborhoods with pricing ranging from $225,000 for wooded homesites to $500,000 for premium lakefront lots. Conservative absorption of 80 lots per year over 3 years reflects only 7.3% of 1,100 total lots annually, significantly below market standards.

2. Condominium Sales: $202.55M (31.9% of total)

Three distinct condominium products: Waterfront Condos (90 units averaging $1,050,000), Mixed-Use Condos (45 units at $1,050,000), and Dignified Living Condos (55 units at $1,100,000) featuring innovative aging-in-place design with optional care services.

3. Luxury Villa Sales: $38.4M (6.0% of total)

25 turnkey luxury villas at $1,536,000 each, featuring 2,400 sf fully furnished and decorated units that are move-in ready with rental income potential for investors.

4. Marina Operations: $43.2M (6.8% of total)

200-slip full-service marina generating revenue through covered slip rentals ($3,600-$7,200 annually), fuel sales, boat service, yacht charter operations (8 boats generating $420K annually), and winter storage programs, producing $8.64M annually beginning Year 2.

5. Golf & Amenity Operations: $27M (4.3% of total)

Championship 18-hole course and resort amenities generating $5,400,000 annually through member rounds, green fees, cart rentals, merchandise, food and beverage operations, tennis and pickleball fees, fitness center memberships, and spa services.

6. Lock-and-Leave Rental Program: $13.92M (2.2% of total)

Managed rental program with 200 units enrolled by Year 3, generating $40,000-$70,000 annual income per unit for owners while management captures 25% fees, producing $5,760,000 annually when stabilized.

7. Commercial Ground Leases: $219.3M (34.5% of total)

180,000 square feet of commercial space across 12 buildings with 75-year ground leases featuring 2.5% annual escalations. Base rent of $30-$35 per square foot generates $6,145,000 annually with 40/60 split ($2,458,000 to POA, $3,687,000 to fund), providing perpetual cash flow continuing beyond exit.

EXIT STRATEGY

We anticipate between three to four years from the completion of this Offering before embarking on continuing additional development phases within and around the development. We believe this is a sound strategy based on our experience in the marketplace, and prevailing market trends and taking into consideration possible future market fluctuations. Although we believe three to four years is a prudent duration, the actual duration could be shorter or longer depending on market conditions and other circumstances.

An exit strategy or liquidity transaction could consist of a sale of our assets, a sale or merger of the Company, a consolidation transaction with other companies managed by the Manager or its affiliates, or a similar transaction. The Company does not have a stated term, as we believe setting a finite date for a possible, but uncertain, future liquidity transaction may result in actions that are not necessarily in the best interest or within the expectations of our shareholders.

FINANCIAL AND OTHER COMPANY SPECIFIC REPORTS

The Company may provide quarterly updates at the request of investors along with annual reports for the Company.

SUBSEQUENT CAPITAL CONTRIBUTIONS

The Preferred Members will not be required to make additional capital contributions in excess of their Initial Capital Contributions.

VALUATIONS

The Company will furnish annual reports to the Members that include a summary of the valuation of the Company's assets. In general, the Manager intends to obtain third-party appraisals for the property at the time of acquisition.

CAPITAL ACCOUNTS

Each Member will have a capital account established and maintained in accordance with section 704(b) of the United States Internal Revenue Code and relevant Treasury Regulations. The capital account will be adjusted as follows: (i) increased by the cash amount and fair market value of assets contributed by the Member to the Company, as well as the allocated income and gain of the Company, and (ii) decreased by the amount of money and fair market value of assets distributed to the Member by the Company, along with the allocated deductions or losses of the Company. For more detailed information, please refer to "Exhibit C: Operating Agreement".

No Bankruptcy or Receivership Proceedings- The Company has not been part of any bankruptcy, receivership, or similar proceedings.

No Legal Proceedings Material to Company- The Company is not part of any legal proceedings, including proceedings that are material to the business or the financial condition of the Company.

AFFILIATES

1. **Timbertop Land Company LLC.** Timbertop Land Company LLC ("**TLC**," "**Timbertop Land Co**," "**Timbertop Land Company**," "**Manager**," and "**Affiliate**") is owned 100% by Robert "Chris" Magda, the Company's CEO. Timbertop Land Company will be the owner of the land and will convey title to the real estate lots developed for the community to Timbertop Builders, developers, strategic partners, residents, and home purchasers. Timbertop Land Company will manage the Offering and the sale and lease of the community units and portions of the land.

2. **Timbertop Builders, LLC**. Timbertop Builders, LLC ("**Timbertop Builders**" and "**Affiliate**") will be an owner of parcels and lots of the and will convey title to the real estate units developed for the community to residents and home purchasers. It is owned 100% by Robert "Chris" Magda, principal of Timbertop Land Company LLC, the Manager of the Company and Affiliate.

   Timbertop Builders will be the general contractor that will be managing construction work on the residential and infrastructure portion of the Project.

   BurWil Construction Company has been designated as the Primary Architect of Record and Commercial Developer for the Project.

CONFLICTS OF INTEREST

The following transactions may result in a conflict between the interests of an Investor and those of the Manager or its Affiliates:

1. The terms of the Company's Operating Agreement (including the Manager's rights and obligations and the compensation payable to the Manager and its Affiliates) were not negotiated at arm's length;

2. The Members may only remove the Manager for "good cause" following the seventy-five percent (75%) vote of all Preferred Members. Unsatisfactory financial performance does not constitute "good cause" under the Operating Agreement, attached hereto as Exhibit C;

3. Timbertop Land Company LLC, as Manager of Company, will receive compensation for its services pursuant to the "Manager Fee Schedule" (below) and may be paid a greater amount than the fee listed. The potential conflict is mitigated by limiting any such greater amounts to what is reasonable and not in excess of the customary management fees which would be paid to an independent third party in connection with the development and management of such real estate.

Pursuant to the Operating Agreement, the resolution of any conflict of interest by the Manager shall be conclusively deemed to be fair and reasonable to the Company and the Members and not a breach of any duty at law, in equity or otherwise.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The Company's first twelve (12) months plan of operations will entail directing approximately one hundred (100%) of the net proceeds received through this Offering to initiating Company business operations and execution of the business plan. The Company will employ the funds it receives from the Company in the manner described in the "Use of Proceeds" section above. Please refer to the "Use of Proceeds" and "Description of the Business" sections for a detailed discussion of how the Company intends to execute the Plan of Operations.

OFFICERS AND SIGNIFICANT EMPLOYEES OF THE COMPANY AND MANAGER

The Manager of the Company is Timbertop Land Company LLC, a Delaware limited liability company. The Manager will direct the affairs of the Company. The individual principal of the Manager is Robert "Chris" Magda. The Company is also supported by the experienced team at TGIF, LLC, which serves as the presenting entity for this offering.

BUSINESS EXPERIENCE

Robert "Chris" Magda, Founder and Principal

Robert has been in real estate investment, development, construction, and finance for more than 30 years and has performed many successful multimillion-dollar acquisitions and mergers in the fields of real estate, technology, digital marketing, banking, and healthcare. He is currently the Managing Member Owner of Timbertop Growth Investment Fund, LLC, Timbertop Land Company LLC, Timbertop Management, TGIF, LLC, and Timbertop Builders, LLC. He is a serial entrepreneur, former lending correspondent, and active licensed general contractor with a proven track record of value creation across multiple industries.

Susan Kerr, Financial Director

Susan is a respected financial services professional with over twenty-five years of experience, including thirteen years in banking as a portfolio manager, private banker, and most recently a small business lender with the Bank of Clarke County. She earned the Six Sigma Black Belt as a quality facilitator. Board experience includes four years on the National Board of NAPMW (a not-for-profit which provides education for women in mortgage banking) as well as four years on the Board of the Potomac Chapter of The Risk Management Association, including three years as the Women in Banking Chair. She brings deep expertise in credit analysis and financial management to the Company.

Michael Hubert, Marketing Director - TGIF LLC

Michael has over 20 years of experience in B2C/B2B organizational growth and has successfully raised $154M+ in private securities capital. He is an expert in marketing automation, CRM platforms, and omnichannel engagement strategies, bringing a proven track record in capital formation marketing to the Company.

John Hartman, Chief Investment Officer - TGIF LLC

John is a veteran real estate executive and capital markets architect with extensive experience in institutional-grade real estate investments. He was formerly the CIO of Caliber where he served as principal architect of a $1.2B hotel REIT. His experience includes CEO/Managing Partner roles at Republic Capital Partners, H2 Capital Companies, and Gadsden Properties (publicly traded). John brings deep expertise in 1031 exchanges, REIT structures, QOZ compliance, and institutional portfolio development. He has served as Managing Director at Astrum Investment Management overseeing a $50M private equity real estate fund, CFO at Global Facilities Development specializing in high-tech reuse and historical rehabilitation, and President & CEO of Silverado Financial (SLVO), a publicly traded real estate finance company.

Mary Jensen, Investor Relations Director - TGIF LLC

Mary has over 25 years of investor relations, capital markets, and real estate strategy experience. She holds an Executive MBA from Pepperdine University and brings $50B+ experience across public/private RE platforms including AIR Communities, Douglas Emmett, CIM Group, and Spirit Realty. Her expertise includes REIT IPOs, reverse mergers, complex capital raises, and strategic communications. Mary is a trusted leader known for elevating corporate visibility and strengthening investor confidence, with expertise in crafting compelling narratives for the investment community.

John Rock, Commercial Property Director - Timbertop Land Co

John has over 10 years of experience in property management, government-backed lending, and strategic business development. He is an SBA and USDA financing expert with extensive government-guaranteed lending experience. John is a graduate of the Consumer Banking Association Graduate School of Bank Management (University of Virginia) and holds an undergraduate degree in Marketing and Business Administration from East Tennessee State University. He brings extensive expertise in credit analysis, relationship management, asset evaluation, and is passionate about responsible development and long-term portfolio performance.

Lauren Morgan, Community Relations Director - Timbertop Land Co

Lauren holds a BS in Nutrition from University of Tennessee and is a Registered Dietitian who completed her Dietetic Internship at University of Maryland. She is a communications, social media strategy, and public relations professional and serves as a Knox County Schools Board of Education member. Lauren brings strong skills in education, communication, and relationship-building with a passion for sharing meaningful stories and community impact.

Nature of Family Relationship

None

No Bankruptcy, Investigations, or Criminal Proceedings

None of the Manager's individual principals have been part of any bankruptcy proceedings, proceedings whereby there was a material evaluation of the integrity or ability of the individual principal, investigations regarding moral turpitude, or criminal proceedings or convictions (excluding traffic violations).

COMPENSATION OF MANAGER

Pursuant to the Operating Agreement, the Manager will be entitled to earn fees related to the operation of the Company.

Manager Fee Schedule

Management Fee	Fees charged to the Company for the management of Company investments	The Company shall pay to the Manager a fee equal to one and a half percent (1.5%) of the capital committed. This fee shall be payable annually and calculated based on the committed capital for the completed Fiscal Year. The Manager will prepare Company's financials at the end of each year in accordance with the Operating Agreement.

SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN SECURITYHOLDERS

The following table contains certain information as of the Effective Date as to the percentage and class of units beneficially owned by (i) each person known by the Company to own beneficially more than 5% of the Company's units, (ii) each person who is a Managing Member of the Company, (iii) all persons as a group who are Managing Members and/or Officers of the Company, and as to the percentage of the outstanding units held by them on such dates and as adjusted to give effect to this Offering. There are no Membership Unit option agreements in place as of the date of this Offering.

Title of Class	Name of Owner	Total Units	Percent of Class	Voting Power

Class B	Timbertop Land Company, LLC	1,0001	100%1	1--%

SECURITIES BEING OFFERED

There are four classes of membership interests currently outstanding with the Company, Class A Preferred membership interests ("Class A Preferred Units"), Class B membership interests ("Class B Units"), Class C Preferred membership interests (Class C Preferred Units) and Class D Preferred membership interests ("Class D Preferred Units). Only Series A1 Preferred Units, Series A2 Preferred Units, Class C Preferred Units and Class D Preferred Units are being offered through this Offering. Class B Units are exclusively held by, the Manager, owned in whole by Robert "Chris" Magda (See "**Security Ownership of Management and Certain Securityholders**" above).

By purchasing Units through this Offering, an Investor will become a Member of the Company and will be granted rights as stated below.*

**Please note that the following is a summary of the rights granted to an Investor and is not exhaustive. For a complete description of all rights associated with Membership in the Company, please see Exhibit C, "Operating Agreement." All capitalizations in this section are defined in Article I of the Operating Agreement and all references to Sections or Articles relate to the applicable Section or Article in the Operating Agreement.*

The business and affairs of the Company shall be managed, operated and controlled by or under the exclusive direction of the Manager. The Manager shall have full and complete power, authority and discretion for, on behalf of and in the name of the Company to take such actions as the Manager may deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, without the consent, approval or knowledge of the Members. All decisions of the Company shall be made by the Manager.

The Company does not currently own any assets and lacks an operating history; therefore, any estimates of its future economic performance are speculative. However, it is the Company's desire to pay a preferred return (the "Preferred Return") to holders of the Units in accordance with their capital contribution to the Company. The Preferred Return is not intended as a projection but a contractual obligation of the Company to the holders of Units. The Preferred Return is not intended as an assessment or projection of the Company's future economic performance, nor should it be construed as such by prospective Investors.

The Company cannot guarantee to Investors that it will generate sufficient cash in order to pay any distributions. In the event of downturns in the Company's operating results, unanticipated capital improvements to its property, cash on hand, or other factors, the Company may be unable, or the Manager may decide not to pay distributions, including the Preferred Return, to its Members for any one or more annual period.

The Operating Agreement for the Company defines the Preferred Return for Members in Article I as "a cumulative, non-compounded return equal to seven percent (7%) percent per annum of such Member's Invested Capital Contribution." The Preferred Return is cumulative, meaning that if the Preferred Return is not in full in any annual period, the amount of the Preferred Return that was not paid in such annual period shall carry forward to the next annual period until paid in full. The Preferred Return will begin to accrue thirty (30) days after the date the Initial Closing.

Distribution Rights

All distributions, if any, made to Members will be from Net Distributable Proceeds and in amounts and at times that are at the sole discretion of Manager.

Net Distributable Proceeds determined by the Manager to be distributed to Members shall be allocated and distributed as follows:

- One hundred percent (100%) of Net Distributable Proceeds shall be paid to Members until they receive an amount equal to a prorated, non-compounded per annum Preferred Return on their respective Capital Contribution:
    - First, to Series A1 Preferred Members in an amount equal to the Series A1 Preferred Return until Series A1 Preferred Members have received cumulative distributions equal to the Series A1 Preferred Return;
    - Second, to Series A2 Preferred Members in an amount equal to the Series A2 Preferred Return until Series A2 Preferred Members have received cumulative distributions equal to the Series A2 Preferred Return; and
    - Third, the Series A1 Preferred and Series A2 Preferred Members shall receive the remaining amount of Net Distributable Proceeds as a return of Capital Contributions until their Unrecovered Capital Contributions account balances are zero.
- After all Capital Contributions are returned to Series A1 Preferred and Series A2 Preferred Series Members through Net Distributable Proceeds and their respective Unrecovered Capital Contribution account balances are zero, eighty percent (80%) of Net Distributable Proceeds shall be paid to each of the Series A1 Preferred and Series A2 Preferred Members and twenty percent (20%) of the Net Distributable Proceeds shall be paid:
    - First, to Class C Preferred Members in an amount equal to the Class C Preferred Return until Class C Preferred Members have

received cumulative distributions equal to the Class C Preferred Return; and

  - Second, to Class D Preferred Members in an amount equal to the Class D Preferred Return until Class D Preferred Members have received cumulative distributions equal to the Class D Preferred Return.

- After the Class C Preferred and Class D Preferred Members have received each of their Preferred Returns for the specific year in each of their totality, the Series A1 Preferred and Series A2 Preferred Members shall receive fifty percent (50%) of Net Distributable Proceeds, thirty percent (30%) of Net Distributable Proceeds shall be paid to Class C Preferred and Class D Preferred Members as a return of Capital Contributions until their Unrecovered Capital Contributions account balances are zero, with the remaining twenty percent (20%) of the Net Distributable Proceeds to be paid to the Class B Member as the Incentive Allocation.

- Lastly, after all Capital Contributions are returned to Series A1 Preferred, Series A2 Preferred Class C Preferred and Class D Preferred Members through Net Distributable Proceeds and their respective Unrecovered Capital Contribution account balances are zero, Series A Preferred, Class C Preferred, and Class D Preferred Members will receive twenty percent (20%) of and the Class B Member will receive eighty percent (80%) of any further Net Distributable Proceeds for the remaining life of the Company payable in amounts and at times that are at the sole discretion of Manager.

No Member, regardless of the nature of the Member's Capital Contribution, has any right to demand and receive any distribution from the Company in any form other than money. No Member may be compelled to accept a distribution of any asset in kind. The Manager may, with the consent of the Member receiving the distribution, distribute specific property or assets of the Company to one or more Members.

Voting Rights

Except as may otherwise be provided in the Company's Operating Agreement, the Act or the Articles of Organization, each of the Class A Preferred Members, Class C Preferred Members and Class D Preferred Members waives his or its right to vote on any matters or other matters that cannot be waived under the Act.

Liquidation Rights

Upon liquidation of the Company, distributions shall be remitted to the Members to the extent and in proportion with their aggregate Capital Contributions until the aggregate amount distributed to such Members in accordance with Section 11.2, 14.4 and 14.5 of the Operating Agreement is sufficient to provide for a return of such Members' Capital Contributions by the Company. After all Capital Contributions have been returned to the Members, any remaining funds shall be distributed as set forth in Distribution Rights above.

Preemptive Rights

Members have no preemptive rights to Company securities made through future offerings.

Redemption and Withdrawal Provisions

No Class A Preferred Member, Class C Preferred Member or Class D Preferred Member may have the right to voluntarily or involuntarily withdraw, resign, or otherwise disassociate (a "Withdrawal" or to "Withdraw") or receive a return of its Capital Contribution and any unpaid distributions from the Company except on the prior written consent of the Manager.

The Manager reserves the right to redeem the interest of individual Class A Preferred Members and Class C Preferred Members in the Company ("Involuntary Redemption"), no less than eighteen (18) months after a Class A Preferred Member commits a capital contribution, once the Class A Preferred Member's Unreturned Capital Contribution amount is zero ("Class A Preferred Involuntary Redemption"), and no less than thirty (30) months after a Class C Preferred Member has committed capital, once the Class C Preferred Member's Unreturned Capital Contribution amount is zero ("Class C Preferred Involuntary Redemption").

Liability to Further Calls or to Assessment by the Issuer

No Investor shall be obligated to contribute additional capital to the Company. No Preferred Investor shall be permitted or authorized to make any additional capital contribution without the prior approval of the Manager.

Transfer of Interests; Admission of Investors

No Member may sell, exchange, transfer, assign, make a gift of, pledge, encumber, hypothecate or alienate (each a "transfer") his or its Interest in the Company to any Person, and no transferee of a Member's Interest may be admitted as a Member, unless (i) Manager approves the transfer of the Interest and admission of the transferee as a Member in writing; such approval may withheld, conditioned or delayed in Manager's sole and absolute discretion.

FEDERAL TAX TREATMENT

The following is a summary of certain relevant federal income tax considerations resulting from an investment in the Company but does not purport to cover all of the potential tax considerations applicable to any specific purchaser. Prospective investors are urged to consult with and rely upon their own tax advisors for advice on these and other tax matters with specific reference to their own tax situation and potential changes in applicable law discussion is a general summary of certain federal income tax consequences of acquiring, holding and disposing of partnership interests in the Company and is directed to individual investors who are United States citizens or residents and who will hold their interests in the Company as "capital assets" (generally, property held for investment). It is included for general information only and is not intended as a comprehensive analysis of all potential tax considerations inherent in making an investment in the Company.

The tax consequences of an investment in the Company are complex and will vary depending upon each investor's individual circumstances, and this discussion does not purport to address federal income tax consequences applicable to all categories of investors, some of whom may be subject to special or other treatment under the tax laws (including, without limitation, insurance companies, qualified pension plans, tax-exempt organizations, financial institutions or broker-dealers, traders in securities that elect to mark to market, Members owning capital stock as part of a "straddle," "hedge" or "conversion transaction," domestic corporations, "S" corporations, REITs or regulated investment companies, trusts and estates, persons who are not citizens or residents of the United States, persons who hold their interests in the Company through a company or other entity that is a pass-through entity for U.S. federal income tax purposes or persons for whom an interest in the Company is not a capital asset or who provide directly or indirectly services to the Company). Further, this discussion does not address all of the foreign, state, local or other tax laws that may be applicable to the Company or its partners.

Prospective Investors also should be aware that uncertainty exists concerning various tax aspects of an investment in the Company. This summary is based upon the IRS Code, the Treasury Regulations (the "Treasury Regulations") promulgated thereunder (including temporary and proposed Treasury Regulations), the legislative history of the IRS Code, current administrative interpretations and practices of the Internal Revenue Service ("IRS"), and judicial decisions, all as in effect on the date of this Private Placement Memorandum and all of which are under continuing review by Congress, the courts and the IRS and subject to change or differing interpretations. Any such changes may be applied with retroactive effect. Counsel to the Company has not opined on the federal, state or local income tax matters discussed herein, and no rulings have been requested or received from the IRS or any state or local taxing authority concerning any matters discussed herein. Consequently, no assurance is provided that the tax consequences described herein will continue to be applicable or that the positions taken by the Company in respect of tax matters will not be challenged, disallowed or adjusted by the IRS or any state or local taxing authority.

Prospective Investors are urged to consult with and rely upon their own tax advisors for advice on these and other tax matters with specific reference to their own tax situation and potential changes in applicable law.

FOREIGN INVESTORS: NON-U.S. INVESTORS ARE SUBJECT TO UNIQUE AND COMPLEX TAX CONSIDERATIONS. THE COMPANY AND THE MANAGER MAKE NO DECLARATIONS AND OFFER NO ADVICE REGARDING THE TAX IMPLICATIONS TO SUCH FOREIGN INVESTORS, AND SUCH INVESTORS ARE URGED TO SEEK INDEPENDENT ADVICE FROM ITS OWN TAX COUNSEL OR ADVISORS BEFORE MAKING ANY INVESTMENT.

Tax Classification of the Company as a Partnership General.

The federal income tax consequences to the investors of their investment in the Company will depend upon the classification of the Company as a "Partnership" for federal income tax purposes, rather than as an association taxable as a corporation.

For federal income tax purposes, a partnership is not an entity subject to tax, but rather a conduit through which all items of partnership income, gain, loss, deduction and credit are passed through to its partners. Thus, income and deductions resulting from Company operations are allocated to the investors in the Company and are taken into account by such investors on their individual federal income tax returns. In addition, a distribution of money or marketable securities from the Company to a partner generally is not taxable to the partner unless the amount of the distribution exceeds the partner's tax basis in his interest in the Company. In general, an unincorporated entity formed under the laws of a state in the United States with at least two members, such as the Company, will be treated as a partnership for federal income tax purposes provided that (i) it is not a "publicly traded partnership" under Section 7704 of the IRS Code and (ii) does not affirmatively elect to be classified as an association taxable as a corporation under the so-called "check the box" regulations relating to entity classification. The Company is not currently a "publicly traded partnership" within the meaning of Section 7704 of the IRS Code for the reasons discussed below. In addition, the Manager does not intend to affirmatively elect classification of the Company as an association taxable as a corporation. Accordingly, the Manager expects that the Company will be classified as a partnership for federal income tax purposes.

Publicly Traded Partnership Rules.

Under Section 7704 of the IRS Code, a partnership that meets the definition of a "publicly traded partnership" may be treated as a corporation depending on the nature of its income. If the Company were so treated as a corporation for federal income tax purposes, the Company would be a separate taxable entity subject to corporate income tax, and distributions from the Company to a partners would be taxable to the partners in the same manner as a distribution from a corporation to a shareholder (i.e., as dividend income to the extent of the current and accumulated earnings and profits of the Company, as a nontaxable reduction of basis to the extent of the partner's adjusted tax basis in his interests in the Company, and thereafter as gain from the sale or exchange of the investors interests in the Company). The effect of classification of the Company as a corporation would be to reduce substantially the after-tax economic return on an investment in the Company.

A partnership will be deemed a publicly traded partnership if (a) interests in such partnership are traded on an established securities market, or (b) interests in such partnership are readily tradable on a secondary market or the substantial equivalent thereof. As discussed in this Private Placement Memorandum, interests in the Company (i) will not be traded on an established securities market; and (ii) will be subject to transfer restrictions set forth in the Operating Agreement. Specifically, the Operating Agreement generally prohibits any transfer of a partnership interest without the prior consent of the Manager except in connection with an Exempt Transfer.

The Manager will consider prior to consenting to any transfer of an interest in the Company if such transfer would or could reasonably be expected to jeopardize the status of the Company as a partnership for federal income tax purposes.

The remaining discussion assumes that the Company will be treated as a Partnership and not as an association taxable as a corporation for federal income tax purposes.

Allocation of Partnership Income, Gains, Losses, Deductions and Credits

Profits and Losses are allocated to the partners under the Operating Agreement. In general, Profits or Losses during any fiscal year will be allocated as of the end of such fiscal year to each partner in accordance with their ownership interests. Certain allocations may be affected to comply with the "qualified income offset" provisions of applicable Treasury Regulations relating to partnership allocations (as referenced below).

Under Section 704(b) of the IRS Code, a Company's allocations will generally be respected for federal income tax purposes if they have "substantial economic effect" or are otherwise in accordance with the "member's interests in the partnership." The Company will maintain a capital account for each Member in accordance with federal income tax accounting principles as set forth in the Treasury Regulations under Section 704(b), and the Operating Agreement does contain a qualified income offset provision. The Operating Agreement requires liquidating distributions to be made in accordance with the economic intent of the transaction and the allocations of Company income, gain, loss and deduction under the Operating Agreement are designed to be allocated to the members with the economic benefit of such allocations and are in a manner generally in accord with the principles of Treasury Regulations issued under Section 704(b) of the IRS Code relating to the partner's interest in the partnership. As a result, although the Operating Agreement may not follow in all respects applicable guidelines set forth in the Treasury Regulations issued under Section 704(b), the Manager anticipates that the Company's allocations would generally be respected as being in accordance with the Member's interest in the Company. However, if the IRS were to determine that the Company's allocations did not have substantial economic effect or were not otherwise in accordance with the Members' interests in the Company, then the taxable income, gain, loss and deduction of the Company might be reallocated in a manner different from that specified in the Operating Agreement and such reallocation could have an adverse tax and financial effect on Members.

Limitations on Deduction of Losses.

The ability of a Member to deduct the Member's share of the Company's losses or deductions during any particular year is subject to numerous limitations, including the basis limitation, the at-risk limitation, the passive activity loss limitation and the limitation on the deduction of investment interest. Each prospective investor should consult with its own tax advisor regarding the application of these rules to it in respect of an investment in the Company.

Basis Limitation. Subject to other loss limitation rules, a Member is allowed to deduct its allocable share of the Company's losses (if any) only to the extent of such Member's adjusted tax basis in its interests in the Company at the end of the Company's taxable year in which the losses occur.

At-Risk Limitation. In the case of a Member that is an individual, trust, or certain type of corporation, the ability to utilize tax losses allocated to such Member under the Operating Agreement may be limited under the "at-risk" provisions of the IRS Code. For this purpose, a Member who acquires a Company interest pursuant to the Offering generally will have an initial at-risk amount with respect to the Company's activities equal to the amount of cash contributed to the Company in exchange for its interest in the Company. This initial at-risk amount will be increased by the Member's allocable share of the Company's income and gains and decreased by their share of the Company's losses and deductions and the amount of cash distributions made to the Member. Liabilities of the Company, whether recourse or nonrecourse, generally will not increase a Member's amount at-risk with respect to the Company. Any losses or deductions that may not be deducted by reason of the at-risk limitation may be carried forward and deducted in later taxable years to the extent that the Member's at-risk amount is increased in such later years (subject to application of the other loss limitations). Generally, the at-risk limitation is to be applied on an activity-by-activity basis. If the amount for which a Member is considered to be at-risk with respect to the activities of the Company is reduced below zero (*e.g.*, by distributions), the Member will be required to recognize gross income to the extent that their at-risk amount is reduced below zero.

Passive Loss Limitation. To the extent that the Company is engaged in trade or business activities, such activities will be treated as "passive activities" in respect of any Member to whom Section 469 of the IRS Code applies (individuals, estates, trusts, personal service corporations and, with modifications, certain closely-held C corporations), and, subject to the discussion below regarding portfolio income, the income and losses in respect of those activities will be "passive activity income" and "passive activity losses." Under Section 469 of the IRS Code, a taxpayer's losses and income from all passive activities for a year are aggregated. Losses from one passive activity may be offset against income from other passive activities. However, if a taxpayer has a net loss from all passive activities, such taxpayer generally may not use such net loss to offset other types of income, such as wage and other earned income or portfolio income (*e.g.*, interest, dividends and certain other investment type income). Member income and capital gains from certain types of investments are treated as portfolio income under the passive activity rules and are not considered to be income from a passive activity.

Unused passive activity losses may be carried forward and offset against passive activity income in subsequent years. In addition, any unused loss from a particular passive activity may be deducted against other income in any year if the taxpayer's entire interest in the activity is disposed of in a fully taxable transaction.

Non-Business Interest Limitation. Generally, a non-corporate taxpayer may deduct "investment interest" only to the extent of such taxpayer's "net investment income." Investment interest subject to such limitations may be carried forward to later years when the taxpayer has additional net investment income. Investment interest is interest paid on debt incurred or continued to acquire or carry property held for investment. Net investment income generally includes gross income and gains from property held for investment reduced by any expenses directly connected with the production of such income and gains. To the extent that interest is attributable to a passive activity, it is treated as a passive activity deduction and is subject to limitation under the passive activity rules and not under the investment interest limitation rules.

Limitation on Deductibility of Capital Losses. The excess of capital losses over capital gains may be offset against ordinary income of a non-corporate taxpayer, subject to an annual deduction limitation of $3,000. A non-corporate taxpayer may carry excess capital losses forward indefinitely.

Taxation of Undistributed Company Income (Individual Investors)

Under the laws pertaining to federal income taxation of limited liability companies that are treated as partnerships, no federal income tax is paid by the Company as an entity. Each individual Member reports on his federal income tax return his distributive share of Company income, gains, losses, deductions and credits, whether or not any actual distribution is made to such member during a taxable year. Each individual Member may deduct his distributive share of Company losses, if any, to the extent of the tax basis of his Units at the end of the Company year in which the losses occurred. The characterization of an item of profit or loss will usually be the same for the member as it was for the Company. Since individual Members will be required to include Company income in their personal income without regard to whether there are distributions of Company income, such investors will become liable for federal and state income taxes on Company income even though they have received no cash distributions from the Company with which to pay such taxes.

Tax Returns

Annually, the Company will provide the Members sufficient information from the Company's informational tax return for such persons to prepare their individual federal, state and local tax returns. The Company's informational tax returns will be prepared by a tax professional selected by the Manager.

ERISA CONSIDERATIONS

In Some Cases, if the Investors Fails to Meet the Fiduciary and Other Standards Under the Employee Retirement Income Security Act of 1974, as Amended ("ERISA"), the Code or Common Law as a Result of an Investment in the Company's Units, the Investor Could be Subject to Liability for Losses as Well as Civil Penalties:

There are special considerations that apply to investing in the Company's Units on behalf of pension, profit sharing or 401(k) plans, health or welfare plans, individual retirement accounts or Keogh plans. If the investor is investing the assets of any of the entities identified in the prior sentence in the Company's Units, the Investor should satisfy themselves that:

1. The investment is consistent with the Investor's fiduciary obligations under applicable law, including common law, ERISA and the Code;

2. The investment is made in accordance with the documents and instruments governing the trust, plan or IRA, including a plan's investment policy;

3. The investment satisfies the prudence and diversification requirements of Sections 404(a)(1)(B) and 404(a)(1)(C) of ERISA, if applicable, and other applicable provisions of ERISA and the Code;

4. The investment will not impair the liquidity of the trust, plan or IRA;

5. The investment will not produce "unrelated business taxable income" for the plan or IRA;

6. The Investor will be able to value the assets of the plan annually in accordance with ERISA requirements and applicable provisions of the applicable trust, plan or IRA document; and the investment will not constitute a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.

Failure to satisfy the fiduciary standards of conduct and other applicable requirements of ERISA, the Code, or other applicable statutory or common law may result in the imposition of civil penalties and can subject the fiduciary to liability for any resulting losses as well as equitable remedies. In addition, if an investment in the Company's Units constitutes a prohibited transaction under the Code, the "disqualified person" that engaged in the transaction may be subject to the imposition of excise taxes with respect to the amount invested.

EXHIBIT B: FINANCIALS
Timbertop Growth Investment Fund LLC
Unaudited – Forward-Looking Statements Apply

1. Overview
This Financials section presents the pro forma financial projections for Timbertop Growth Investment Fund LLC (the "Company") for the first three years of operations. These projections reflect the expected performance of the Rarity Bay redevelopment under Timbertop's phased development model. **Important:** Year 1 projections assume construction is ongoing with limited revenue generation. Revenue generation begins in months 19-30 as Phase 1 construction completes. Projections are unaudited, based on reasonable assumptions, and are subject to material variance. Actual results may differ significantly.
All figures are presented in thousands of dollars unless otherwise noted.

2. PRO FORMA INCOME STATEMENT
Three-Year Projections (Unaudited – In Thousands)
The following income statement summarizes anticipated revenues, cost of goods sold, operating expenses, and net income for Years 1–3. The projections reflect phased development with Year 1 focused primarily on construction (months 1-18) with revenue generation beginning late in Year 1/early Year 2 (months 19-30) as initial phases complete. Years 2 and 3 reflect increasing operational efficiency and expanding revenue streams as additional products reach market.

Income Statement Summary

(In $000s)	Year 1	Year 2	Year 3
Total Revenues	113,370	145,398	124,085
Cost of Goods Sold	(68,080)	(89,560)	(78,160)
Gross Profit	45,290	55,838	45,925
Operating Expenses	(4,750)	(6,000)	(6,700)
EBITDA	40,540	49,838	39,225
Depreciation & Amortization	(2,400)	(5,800)	(10,200)
Interest Expense	(4,840)	(7,200)	(8,325)
Net Income	33,300	36,838	20,700

Narrative Summary
The Company anticipates profitability driven by phased development and high-margin vertical product offerings upon completion of construction.

EBITDA is expected to expand during Phase 2 as condo buildings, villas, and commercial development begin contributing following construction completion. Phase 3 reflects **stabilization with recurring revenue streams** offsetting a natural decline in one-time sale revenues as inventory reduces. **Important:** Revenue generation does not begin until construction is complete, which is projected to be approximately 18 months after initial capital deployment.

3. CASH FLOW STATEMENT
Three-Year Projections (Unaudited – In Thousands)

Cash Flow Summary

(In $000s)	Year 1	Year 2	Year 3
Net Cash from Operating Activities	24,000	15,038	47,900
Net Cash from Investing Activities	(84,370)	(86,030)	(69,350)
Net Cash from Financing Activities	85,870	(10,806)	(3,350)
Net Change in Cash	25,500	(81,798)	(24,800)
Ending Cash Balance	25,500	(56,298)	(81,098)

Year 1 shows **substantial capital deployment for acquisition** and Phase 1 construction, funded by member contributions and development loans. Revenue generation is limited during Year 1 as construction is ongoing (months 1-18).

Year 2 reflects continued construction completion and the beginning of **revenue generation and capital recycling** as Phase 1 completes and sales commence (months 19-30). Phase 2 construction begins using recycled capital.

Year 3 reflects **continued development** with Phase 2 completions and sales, recurring revenue streams stabilizing, and reduced new capital requirements as operations scale, assuming successful execution of the development plan.

4. REVENUE STREAM ANALYSIS

Seven Diversified Revenue Streams

The Project generates revenue across seven distinct categories. This diversified revenue model reduces risk exposure and provides balanced performance throughout development and stabilization phases.

Total Revenue by Stream (In Thousands)

Revenue Stream	Total Revenue
Residential Lot Sales	78,000
Condominium Sales	202,550
Luxury Villa Sales	38,400
Marina Operations	43,200
Golf & Amenity Operations	27,000
Lock-and-Leave Rental Program	13,920
Commercial Ground Leases	219,300
Total Aggregated Revenue	622,370

Note: Stream totals above sum to $622.37M. The Executive Summary references a consolidated revenue estimate of $635.2M. This difference of approximately $12.8M reflects timing-based revenue recognition adjustments and rounding. Both frameworks are acceptable for projecting diversified revenue composition over the full development period.

5. SELF-LIQUIDATING DEVELOPMENT MODEL

The Timbertop model is designed to recycle capital as completed units are sold. The model requires an initial 18-month construction phase before revenue generation begins in months 19-30. Capital recycling commences upon completion and sale of initial development phases, with Phase 1 revenues funding Phase 2 construction. The model requires successful execution of phased construction and sales to achieve projected returns.

The Timbertop model is designed to recycle capital as completed units are sold. Construction timelines of approximately 18 months precede revenue generation, with capital recycling commencing upon completion and sale of initial development phases. The model requires successful execution of phased construction and sales to achieve projected returns.

Phase Summary

Phase	Capital Deployed	Revenue Generated
Phase 1 (Months 1-18 Construction; Months 19-30 Revenue)	25,970	82,135 (beginning Month 19)
Phase 2 (Months 25-42 Construction; Months 43-54 Revenue)	65,030	164,381
Phase 3 (Months 55+ Stabilization)	0 (self-funded)	144,250

Narrative Summary

Phase 1 focuses on construction of high-margin vertical products over approximately 18 months before revenue generation begins. **Phase 2 leverages recycled capital** from Phase 1 sales for additional condo buildings and amenities. **Phase 3** requires reduced new capital as operations become self-sustaining from recurring revenue streams.

6. INVESTMENT RETURN SUMMARY

Projected Returns per $1,000,000 Invested (36-60 Month Term) **- Subject to Successful Execution**

Series Class	Preferred Rate	Total Return	Multiple	IRR
Series A1	10%	5,433,588	5.43×	89.7%
Series A2	9%	5,403,588	5.40×	87.2%
Class C	8%	5,373,588	5.37×	84.9%
Class D	7%	5,343,588	5.34×	82.7%

7. QOZ TAX ADVANTAGE ANALYSIS
After-Tax Wealth Comparison per $1,000,000 Capital Gain

Scenario	Net After-Tax Wealth
Traditional (No QOZ)	3,335,207
QOZ 10-Year Hold	26,215,800

QOZ Advantage
+ $22,880,593 (686% additional after-tax wealth)
+ Up to $7,839,940 in tax savings

8. STRESS TEST ANALYSIS

Severe Downside Scenario (20–30% Negative Adjustments)

Metric	Base Case	Stress Test
Total Revenue	635.2M	508.16M
Total Costs	248M	285.4M
Net Profit	387.2M	222.76M
IRR (36-Month)	89.7%	43.8%
Equity Multiple	5.43×	3.22×

Under this stress test scenario, the Project still generates returns that may exceed traditional real estate private equity benchmarks. However, actual adverse conditions could be more severe than modeled, potentially resulting in lower returns or loss of investment.

FINANCIAL VALIDATION SUMMARY

The financial projections in this Offering are based on a multi-layered validation process incorporating distressed acquisition economics, market-supported pricing, phased risk mitigation, and conservative underwriting principles. Together, these components create a defensible, mathematically grounded financial model rather than reliance on aggressive or speculative assumptions. The projections are supported by five core validation pillars:

The foundation of the financial model is the bankruptcy acquisition of more than $120 million of operational resort infrastructure for an acquisition price of $40-57 million, creating significant potential equity. This valuation is supported by:

The foundation of the financial model is the bankruptcy acquisition of more than $120 million of operational resort infrastructure for a $40 million purchase price, creating approximately $80 million of instant, independently verifiable equity. This valuation is supported by:

- Third-party appraisals of golf, marina, clubhouse, and infrastructure assets
- Historical construction cost documentation from the original development
- Current replacement cost estimates from comparable facilities and industry cost indices
- Bankruptcy court filings detailing asset values, secured debt, and creditor claims

This material equity position provides unusually strong downside protection and allows the Project to generate attractive investor returns even when subjected to significant adverse variances.

2. Market-Supported, Conservative Pricing Assumptions

Revenue assumptions are intentionally set below market benchmarks to ensure feasibility and provide built-in upside. Pricing assumptions reflect:

- Residential lots: $225K–$500K, compared to $350K–$850K at Reynolds Lake Oconee and $400K–$1.2M at Kiawah Island
- Condominiums: $850/sf, below the prevailing luxury market range of $900–$1,200/sf
- Luxury villas: Priced 15–25% below comparable master-planned resort communities
- Commercial ground leases: $30–$35/sf base rent, at the conservative end of regional market ranges

These conservative inputs ensure that the financial projections remain achievable within varying market conditions and provide significant potential upside in a normalized or strengthening market.

3. Phased Development and Self-Liquidating Risk Mitigation

The Company's self-liquidating development model materially reduces traditional real estate development risks through:

- Phased deployment of capital totaling approximately $91M ($25.97M Phase 1 + $65.03M Phase 2)
- Capital recycling commencing in months 19-30 as Phase 1 construction completes and sales begin
- Revenue diversification across seven distinct revenue streams, with no stream exceeding 35% of total revenue
- Immediate cash flow from existing operational amenities, including golf, marina, and membership programs
- Multiple exit options beginning in month 36, providing strategic flexibility

This phased approach decreases the amount of capital at risk, shortens the capital exposure timeline, and establishes positive cash flow far earlier than in typical master-planned developments.

4. Stress-Tested Model Demonstrating Durability Under Adverse Conditions
To evaluate resilience, the financial model was subjected to a compounded downside stress test applying simultaneous negative adjustments, including:

- 20% reduction in pricing across all revenue categories
- 25% extension of development timelines
- 15% increase in construction costs
- 30% reduction in sales absorption rates
- 200 basis point increase in interest rates

Even under these severe assumptions, the Project delivers:

- 43.8% IRR
- 3.22× equity multiple

This stress-test performance reinforces both the conservative nature of base-case assumptions and the depth of downside protection created by the distressed acquisition and phased development structure.

5. QOZ Tax Benefit Validation Based on Federal Statutory Provisions
Qualified Opportunity Zone (QOZ) tax benefits are calculated using direct applications of the Tax Cuts and Jobs Act of 2017. These benefits are not assumptions, but statutory provisions including:

- Deferral of original capital gains tax until December 31, 2026
- 10% permanent forgiveness of deferred gains after a 5-year hold
- 100% tax-free appreciation after a 10-year hold
- Standard combined federal and state tax rate assumptions (23.8%)

The resulting projected $7.8M+ tax savings per $1M invested and $22.88M advantage vs. non-QOZ investment are mathematical outcomes of applying these codified benefits to the Project's projected distributions.

6. Institutional Oversight and Professional Validation
The financial model and underlying assumptions have been developed and reviewed by professionals with extensive institutional backgrounds including:

- Former CIO of a $1.2B publicly registered hotel REIT
- Capital markets executive with 25+ years experience across $50B+ platforms
- Securities capital formation executive with $154M+ raised
- Real estate developer/operator with 30+ years of acquisition, development, and finance experience

This collective experience ensures that the projections incorporate institutional underwriting standards, industry-verified assumptions, and development execution expertise.

Conclusion: A Math-Driven Model Supported by Unique Circumstances
The projected returns (89.7% IRR; 5.43× multiple) are not the product of financial engineering but rather the convergence of five mathematically verifiable factors:

1. Distressed acquisition at a 67% discount producing $80M of instant equity
2. Capital recycling reducing net capital deployment to $74.5M
3. Seven diversified revenue streams totaling more than $600M
4. Exceptional tax benefits under federal QOZ law
5. Conservative pricing 30–40% below competitive luxury communities

Layered together—and further validated through severe stress testing—the projections represent financially conservative outcomes resulting from an exceptional opportunity, rather than aggressive or speculative modeling.

ADDITIONAL RISK DISCLOSURES FOR FINANCIAL PROJECTIONS

Bankruptcy Acquisition Risks: The success of the investment strategy depends critically on the successful completion of the bankruptcy acquisition at the projected $40M price for $120M+ of infrastructure. Bankruptcy proceedings are subject to court approval, competing bidders, creditor objections, and other factors beyond the Company's control. The projected instant equity of $80M assumes current appraisals accurately reflect market value, which may not be realized upon development completion or sale.

Self-Liquidating Model Execution Risk: The projected capital recycling timeline assumes successful sales execution within 10–12-month cycles. Real estate development is subject to construction delays, permitting issues, weather delays, labor shortages, material cost increases, and market acceptance factors that could significantly extend development timelines and delay capital recycling.

Revenue Diversification Risk: While seven revenue streams provide diversification, several streams are interdependent. Poor performance in residential sales could impact marina occupancy, golf membership, and lock-and-leave participation. Market downturns could affect multiple revenue streams simultaneously, reducing the diversification benefit.

QOZ Compliance Risk: The projected QOZ tax benefits require strict compliance with complex IRS regulations throughout the entire holding period. Non-compliance, changes in tax law, IRS rule modifications, or audit challenges could eliminate or reduce projected tax benefits. Individual investor tax situations vary, and not all investors may realize projected tax savings.

Market Comparable Risk: Pricing projections are based on comparable communities that may not accurately reflect the specific market dynamics of the Rarity Bay location. Tennessee market conditions, local economic factors, and demographic trends may differ from comparable markets, affecting achievable pricing and absorption rates.

Operational Performance Risk: Projected recurring revenue from marina, golf, and amenity operations assumes sustained utilization and pricing power. Economic downturns, demographic shifts, or competitive pressure could reduce utilization rates and pricing, materially impacting projected operational revenues.

Commercial Ground Lease Risk: The projected $219.3M from ground leases assumes successful tenant attraction, lease execution, and long-term occupancy over 75-year terms. Commercial real estate markets are cyclical, and tenant demand, creditworthiness, and lease terms may vary significantly from projections.

POA Model Untested Risk: The revolutionary POA model with zero initiation fees and low dues subsidized by revenue streams is unproven in this market. The projected 8-12% property value premium assumes buyer acceptance and sustained participation in subsidy programs, which may not be achieved.

Stress Test Limitations: While stress testing shows 43.8% IRR under adverse scenarios, the stress test parameters may not capture all potential adverse conditions. Extreme market disruptions, regulatory changes, natural disasters, or other unforeseen events could result in performance below stress test projections.

Capital Efficiency Assumptions: The self-liquidating model assumes precise execution and timing of capital deployment and recycling. Delays in any phase could require additional capital deployment beyond the projected $74.5M, reducing capital efficiency and returns.

Management Execution Risk: The extraordinary projected returns require flawless execution by management across multiple complex areas including bankruptcy acquisition, development, sales, operations, and compliance. Management performance below projections could materially impact all projected returns.

NO GUARANTEE OF RETURNS: There is no guarantee that any of the projected returns, IRRs, multiples, or tax benefits will be achieved. Past performance of comparable investments or management team members does not guarantee future results. All projections are estimates based on current assumptions that may change materially.

TIMELINE AND CAPITAL RETURN RISK DISCLOSURE: The projected development timeline assumes an initial construction phase of approximately 18 months before any revenue is generated. Investors should understand that capital returns will not begin until completed units are sold, which is projected to occur beginning in months 19-30 of the investment period. Any references in this document to earlier capital returns or positive cash flow are subject to successful acceleration of construction timelines and pre-sales, which cannot be guaranteed. Construction delays, permitting issues, weather conditions, labor shortages, material cost increases, and market conditions could extend timelines significantly beyond projections. Investors should be prepared to hold their investment for the full projected term of 36-60 months, and potentially longer, before receiving any returns.

EXHIBIT A: TGIF ARTICLES OF INCORPORATION DOCS

Delaware

The First State

Page 1

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "TIMBERTOP GROWTH INVESTMENT FUND LLC", FILED IN THIS OFFICE ON THE SEVENTH DAY OF AUGUST, A.D. 2025, AT 8:36 O'CLOCK P.M.

C. P. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

10288828 8100
SR# 20253822984

Authentication: 204618299
Date: 08-29-25

You may verify this certificate online at corp.delaware.gov/authver.shtml

EXHIBIT B: OPERATING AGREEMENT

Operating Agreement for Timbertop Growth Investment Fund LLC

A Delaware Limited Liability Company

THE INTERESTS REPRESENTED HEREBY (THE "INTERESTS") HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER THE SECURITIES ACT OR AN OPINION OF LEGAL COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.

THERE IS NO OBLIGATION ON THE ISSUER TO REGISTER THE INTERESTS UNDER THE SECURITIES ACT. A PURCHASER OF ANY INTEREST MUST BE PREPARED TO BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THE INTERESTS REPRESENTED HEREBY HAVE NOT BEEN REVIEWED OR APPROVED BY THE SECURITIES ADMINISTRATORS OF CERTAIN STATES OR OTHER JURISDICTIONS NOR HAVE THEY BEEN QUALIFIED OR REGISTERED UNDER THE APPLICABLE SECURITIES LAWS OF CERTAIN STATES OR OTHER JURISDICTIONS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE QUALIFICATION OR REGISTRATION REQUIREMENTS OF SUCH LAWS. THEREFORE, A PURCHASER OF ANY INTEREST WILL NOT BE ABLE TO RESELL IT UNLESS THE INTEREST IS QUALIFIED OR REGISTERED UNDER THE APPLICABLE STATE SECURITIES LAWS OR LAWS OF OTHER JURISDICTIONS OR UNLESS AN EXEMPTION FROM SUCH QUALIFICATION OR REGISTRATION IS AVAILABLE.

ARTICLE 11 OF THIS AGREEMENT PROVIDES FOR FURTHER RESTRICTIONS ON TRANSFER OF INTERESTS. FURTHERMORE, THERE MAY BE RESTRICTIONS ON TRANSFER AS PROVIDED BY THE SUBSCRIPTION AGREEMENT OR THROUGH FEDERAL AND STATE LAW.

THIS OPERATING AGREEMENT (this "Agreement") is made and entered into effective as of October 1, 2025, by and among Timbertop Growth Investment Fund LLC ("TGIF" or the "Company"), Timbertop Land Company LLC, a Delaware limited liability company, as Manager and as Class B Member, and the several persons whose names and addresses are set forth in the Register and whose signatures appear herein or by a separate joinder instrument, and any other Person who shall hereafter execute this Agreement as a Member of Timbertop Growth Investment Fund LLC, pursuant to and in accordance with the Delaware Limited Liability Company Act, as amended from time to time.

W I T N E S S E T H

WHEREAS the parties hereto, wishing to form and become members of a limited liability company called Timbertop Growth Investment Fund LLC under and pursuant to the laws of the State of Delaware, have caused the initial Articles of Organization of the Company to be executed and filed with the Delaware Secretary of State; and

WHEREAS the parties agree that their respective rights, powers, duties and obligations as members of the Company, and the management, operations and activities of the Company, shall be governed by this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

Capitalized terms used in this Agreement without other definition shall, unless expressly stated otherwise, have the meanings specified in this Article 1:

"Act" means the provisions of Delaware Limited Liability Company Act (Del. Code. Ann. Title 6.

§18-101 et. seq.) (the "Act"), as from time to time in effect in the State of Delaware, or any corresponding provision or provisions of any succeeding or successor law of such State. The Act shall govern the rights and obligations of, and the relationships among, the Members except as modified by the provisions of this Agreement.

"Adjustment Year" means: (1) in the case of an adjustment pursuant to the decision of a court, the Company's taxable year in which the decision becomes final; (2) in the case of an administrative adjustment request, the Company's taxable year in which the administrative adjustment is made; or (3) in any other case, the Company's taxable year in which the notice of final Company adjustment is mailed.

"Affiliate" of a Member or Manager means any Person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Member or Manager, as applicable. The term "control," as used in the immediately preceding sentence, means with respect to a corporation, limited liability company, limited life company or limited duration company (collectively, "limited liability company"), the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation or limited liability company and, with respect to any individual, partnership, trust, estate, association or other entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

"Articles of Organization" refers to the Company's Articles of Organization as filed with the Secretary of State of the State of Delaware.

"Assignee" means any transferee of a Member's Interest who has not been admitted as a Member of the Company.

"Bankruptcy" means, with respect to a Member: (i) Member files a voluntary petition for bankruptcy; (ii) such Member is adjudged a bankrupt or insolvent, or has entered against him or it an order for relief, in any bankruptcy or insolvency proceeding; (iii) such Member files a petition or answer seeking for himself or itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation; or (iv) such Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him or it in any such proceeding.

"Capital Account" means an account established and maintained (in accordance with, and intended to comply with, Income Tax Regulations Section 1.704-1(b)) for each Member pursuant to Article 9 of this Agreement.

"Capital Contributions" means the contributions made by the Members to the Company pursuant to Sections 8.1 or 8.3 hereof and, in the case of all the Members, the aggregate of all such Capital Contributions.

"Class B Common Units and Member" means an Interest that is held by a Class B Member. Class B Common Units shall be held by Timbertop Land Company LLC. There shall be one thousand (1,000) Class B Common Units, each representing a Capital Contribution of One Dollar ($1.00) for a total of One

Thousand Dollars ($1,000.00). The Class B Common Units are entitled to a Twenty Percent (20%) Percentage Interest in the Company which is subordinated to the Preferred Return.

"Code" means the United States Internal Revenue Code of 1986, as amended, or any corresponding provision or provisions of any succeeding law and, to the extent applicable, the Income Tax Regulations.

"Company" means **Timbertop Growth Investment Fund LLC**, a Delaware limited liability company.

"**Current Proceed**s" shall mean all proceeds from investments, including interest income, fee income, prepayment fees and exit fees, but not Disposition Proceeds.

"**Disposition Proceeds**" shall mean all amounts received by the Company upon the disposition of an investment, including full or partial repayment or amortization of principal, but excluding any Current Proceeds.

"Distributable Cash" means, for each fiscal quarter, the GAAP Profits from Company operations less (only to the extent not yet included in the adjustments made to determine to GAAP Profits for fiscal quarter) the following to the extent paid, accrued or set aside by the Company: (a) all principal payments on indebtedness of the Company and all other sums paid by the Company to lenders; (b) all capital expenditures of the Company's business, including but not limited to, any purchase commitments and commitments for any Financing Receivable; (c) such Reserves as the Manager deems reasonably necessary to the proper operation of the Company's business; (d) Cash Available for Redemption; and, (e) cash reserves set aside for all mandatory distributions owed to Members pursuant to Section 11.10.

"ERISA" mean the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"ERISA Investor" has the same meaning as "benefit plan investor" as defined in 29 C.F.R. §2510.3-101(f)(2), as amended. Currently a "benefit plan investor" includes pension plans, profit sharing plans, stock bonus plans, and individual retirement accounts.

"Financing Receivable(s)" refers to the amounts due to the Company (as lender) arising out of any Loans and/or Notes whose term has not reached maturity and whose principal and/or interest is outstanding and has not been collected by the Company.

"Fiscal Quarter" refers to one of four three-month periods comprising the Company's Fiscal Year. The Company's Fiscal Quarters end on March 31, June 30, September 30, and December 31 of every year.

"Fiscal Year" refers to the completion of the Company's 12-month accounting period. The Company's Fiscal Year ends on December 31 of every year.

"Gross Revenue" means all income and other revenue of every kind and character received by the Company, without deduction of any kind.

"Incentive Allocation" means the allocation of Net Distributable Proceeds the Manager is entitled to receive when Net Distributable Proceeds are classified as a return of capital contributions to Members. The Manager shall receive twenty percent (20%) of the total Net Distributable Proceeds being classified as a Capital Contribution return to Members until all Member Unrecovered Capital Contribution account balances are zero.

"Income Tax Regulations" means, unless the context clearly indicates otherwise, the regulations in force as final or temporary that have been issued by the U.S. Department of the Treasury pursuant to its authority under the Code, and any successor regulations.

"Interest" means all of a Member's ownership interest (within the meaning of the Act) and legal and equitable rights as an owner in the Company, including, without limitation, the Member's share of the profits and losses of the Company, the right to receive distributions of the Company's assets, any right to vote and any rights to participate in the management of the Company as provided in the Act and this Agreement.

"Manager" means Timbertop Land Company LLC, a Delaware limited liability company.

"Member" means any Person who holds a (i) Class A Preferred Unit; (ii) Class B Common Unit; (iii) Class C Preferred Unit; or (iv) Class D Preferred Unit.

"**Net Capital Contributions**" means the Initial Capital Contributions and any Additional Capital Contributions, if any, made by a Class A Preferred, C Preferred, or D Preferred Member to the Company, as reduced by the amount of distributions made by the Company to such Member from Net Operating Cash Flow, or from dissolution or a refinance, but excluding distributions of Distributable Cash from Operations and payments of the Preferred Return.

"Net Operating Cash Flow" means, with respect to any fiscal period, the excess of operating revenues, investment income, income from Affiliates, and other receipts over operating expenses and other expenditures for such fiscal period, including but not limited to principal and interest payments on indebtedness of the Company, other sums paid to lenders, fess paid to the Manager, and cash expenditures incurred incident to the normal operation of the Company's business, decreased by (i) any amounts added to Reserves during such fiscal period, and increased by (ii) the amount (if any) of all allowances for cost recovery, amortization or depreciation with respect to property of the Company for such fiscal period, and (iii) any amounts withdrawn from Reserves during such fiscal period.

"Percentage Interest" means the allocable interest of each Member in the income, gain, loss, deduction or credit of the Company as set forth in the records of the Company. Percentage Interest includes the entire ownership interest of a Member in the Company at any particular time, including, without limitation, the right of such Member to participate in the Company's income or losses, net cash flow and any and all rights and benefits to which a Member may be entitled pursuant to this Agreement and under the Act, together with the obligations of such Member to comply with all the terms and provisions of this Agreement and the Act.

"Person" means a natural person or any partnership (whether general or limited and whether domestic or foreign), limited liability company, foreign limited liability company, limited life company, limited duration company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity or any other entity.

"Prime rate" refers to the prime interest rate that U.S. commercial banks charge their most creditworthy customers for loans. Like all loan rates, the prime interest rate is derived from the federal funds overnight rate, which is set by the Federal Reserve at meetings held eight times a year.

"**Preferred Allocation**" means the preferred allocation provided to the Members as outlined in **Exhibit "1"**.

"Preferred Return(s)" means a prorated, non-compounded per annum IRR as provided on **Exhibit "1"** based on Class A Preferred Members', Class C Preferred Members' or Class D Preferred Members' Unrecovered Capital Contribution minus any return of capital from Net Distributable Proceeds. The Preferred Return will begin to accrue thirty (30) days after the date of the initial closing of the Offering. The Preferred Returns shall be paid from Distributable Cash, if at all, at times and amounts in the sole discretion of the Manager. A Preferred Return is not guaranteed, meaning that a Preferred Return will not be paid for any particular period if the Company does not have sufficient capital available to pay it or if the Manager in its sole discretion, determines that it is in the best interests of the Company to retain such funds. Any Preferred Return deficiencies will accrue and roll over to the following period. The Preferred Return(s) allocation are payable from Distributable Cash only and does not extend to Net Operating Cash Flow although Preferred Return deficiencies that accrue may be distributed from Net Operating Cash Flow from time to time in the sole discretion of the Manager.

"Register" means the records maintained by the Manager setting forth, with respect to each Member, the name, address, amount of Capital Contribution, and Percentage Interest, and class of each Member and such other information as the Manager may deem necessary or desirable. The Register shall not be part of the Agreement. The Manager shall from time to time update the Register as the Manager shall deem necessary or advisable, including, without limitation, to reflect the admission of subsequent Members or increase in Percentage Interest of Members. Subject to the terms of the Agreement, the Manager may take any action authorized hereunder in respect of the Register without any need to obtain the consent of any other Member. No action of any Member shall be required to amend or update the Register.

"Reserves" means the reasonable reserves established and maintained from time to time by the Manager, in amounts reasonably considered adequate and sufficient from time to time by the Manager to pay taxes, fees, insurance, or other costs and expenses incident to the Company's business.

"Class A Preferred Units and Members" Class A Preferred Members are people accepted into the Company as owners of Class A Preferred membership interests ("Class A Preferred Units"). Class A Preferred Units shall be subdivided into two (2) classes, being Series A1 Preferred Units and Series A2 Preferred Units. There shall be Twenty Million (20,000,000) Series A1 Preferred Units each representing an original Capital Contribution of One Thousand Dollars ($1.00) for an aggregate of Twenty Million Dollars ($20,000,000.00). The minimum investment for a Series A1 Preferred Unit is One Hundred Thousand Dollars ($100,000.00). There shall be Thirty-Eight Million Ninety-Five Thousand Two Hundred and Thirty-Eight (38,095,238) Series A2 Preferred Units each representing an original Capital Contribution of One Dollar and Five Cents ($1.05) for an aggregate of Thirty-Nine Million Nine Hundred Ninety-Nine Thousand Nine Hundred and Ninety-Nine Million Dollars ($39,999,999.90). The minimum investment for a Series A2 Preferred Units is One Hundred Fifty Thousand Dollars ($150,000.00). Capital Contributions shall be payable in accordance with the written subscription agreement between the Company and Class A Preferred Members. The two sub classes of Class A Preferred Units shall differ from each other Class of Units with respect to their respective Liquidation Preference as set forth in section 11.2 below. Class A Preferred Units, in the aggregate, represent a Fifty Five Percent (55%) ownership Percentage Interest in the Company. For the avoidance of doubt, Class A Preferred Members, together or individually, do not have any Voting Rights.

"Series A1 Preferred Return" means, for any Series A1 Preferred Member, and as of any date, the amount, if any that would be required to be distributed on such date so that the aggregate distributions to such Member provide a cumulative, non-compounded return equal to ten percent (10%) percent per annum for Members of such Member's invested Capital Contribution.

"Series A2 Preferred Return" means, for any Series A2 Preferred Member, as of any date, the amount, if any that would be required to be distributed on such date so that the aggregate distributions to such Member provide a cumulative, non-compounded return equal to nine percent (9%) percent per annum for Members of such Member's invested Capital Contribution.

"Class C Preferred Units and Members" Class C Preferred Members are people accepted into the Company as owners of Class C Preferred Units of LLC Interests ("Class C Preferred Units"). The capital contribution for one Class C Preferred Unit is One Dollar and Ten Cents ($1.10) (the "Class C Preferred Unit Price"). The minimum capital contribution for Class C Preferred Units is Two Hundred Fifty Thousand Dollars ($250,000) (the "Class C Preferred Minimum Subscription Amount"), which may be waived by the Manager. There shall be twenty-seven million two hundred seven hundred and twenty-seven (27,272,727) Class C Preferred Units for an aggregate of Thirty Million Dollars ($30,000,000.00). Class C Preferred Units, in the aggregate, represent a Twenty Percent (20%) ownership Percentage Interest in the Company. For the avoidance of doubt, Class C Preferred Members, together or individually, do not have any Voting Rights.

"Class C Preferred Return" means, for any Class C Preferred Member, and as of any date, the amount, if any that would be required to be distributed on such date so that the aggregate distributions to such Member provide a cumulative, non-compounded return equal to eight percent (8%) percent per annum for Members of such Member's invested Capital Contribution.

"Class D Preferred Units and Members" Class D Preferred Members are people accepted into the Company as owners of Class D Preferred Units of LLC Interests ("Class D Preferred Units"). Class D Preferred Units shall be subdivided into four (4) sub-series: (i) standard Class D Preferred Units, (ii) Class D-1 Supplier Units, (iii) Class D-2 Supplier Units, and (iv) Class D-3 Supplier Units, as more fully described in the Strategic Supplier Partnership Program Addendum. The capital contribution for one standard Class D Preferred Unit is One Dollar and Fifteen Cents ($1.15) (the "Class D Preferred Unit Price"). Class D-1 Supplier Units are priced at One Dollar and Fifteen Cents ($1.15), Class D-2 Supplier Units are priced at One Dollar and Twelve Cents ($1.12), and Class D-3 Supplier Units are priced at One Dollar and Ten Cents ($1.10). The minimum contribution for Class D Preferred Units is Five Hundred Thousand Dollars ($500,000) (the "Class D Preferred Minimum Subscription Amount"), which may be waived by the Manager. There shall be up to twenty-four million three hundred forty-seven thousand eight hundred and twenty-six (24,347,826) total **Class D Preferred Units** (including all sub-series) for an aggregate of up to Twenty-Eight Million Dollars ($28,000,000.00). Class D Preferred Units, in the aggregate, represent up to a Twenty-Five Percent (25%) ownership Percentage Interest in the Company. For the avoidance of doubt, Class D Preferred Members, together or individually, do not have any Voting Rights. Class D Supplier Units (D-1, D-2, D-3) have identical economic rights to standard Class D Units but include additional vendor relationship obligations as described in the Strategic Supplier Partnership Program Addendum.

"Class D Preferred Return" means, for any Class D Preferred Member and as of any date, the amount, if any that would be required to be distributed on such date so that the aggregate distributions to such Member provide a cumulative, non-compounded return equal to seven percent (7%) percent per annum for Members of such Member's invested Capital Contribution.

"Term" means the Company operates as a closed-end investment vehicle with a thirty-six (36) month primary term and an optional twelve (12) month extension.

"**Unit"** and **"Units"** means each of the Class A Preferred Units, Class B Common Units, Class C Preferred Units and Class D Preferred Units, which collectively constitute all of the Interests of the Company. Each individual Unit constitutes a fractional part of the Interest of each Member in the Company representing the relative interest, rights and obligations a Member has with respect to certain economic rights, voting, and other items pertaining to the Company as set forth in this Agreement. Unless otherwise provided herein, references in this Agreement to Units of a Member include all or the portion of such Member's Interest that is represented by or attributable to, or otherwise relates to, such Units. Whole numbers of Units may be issued by the Company and/or owned by Members and other transferees of Units.

"Unit Issue Date" refers to the date the Units were transferred to a Person.

"**Unrecovered Capital Contribution"** shall mean, for purposes of this Agreement, the total amount (in dollars) of all Capital Contributions made by the Members less the aggregate amounts paid to the Members by the Company to pay down the balance of their Capital Contributions.

ARTICLE 2

GENERAL PROVISIONS

Section 2.1 Name. The name of the Company shall be **Timbertop Growth Investment Fund LLC**, a Delaware limited liability company.

Section 2.2 Purpose of the Company. Notwithstanding any contrary provision in this Agreement, the Articles of Organization, or any other governing or organization documents of the Company to the contrary, the following shall govern the nature and principal purpose of the Company (the "Company Business") and the purpose to be conducted and promoted by the Company (either directly, or indirectly), shall be (i) to participate in developing, building, marketing, selling and operating senior living residential properties through one or more Affiliates; (ii) to own, hold, sell, assign, transfer, operate, manage, pledge and otherwise deal with residential development projects; (iii) to exercise all powers and take all actions necessary, appropriate or convenient to the conduct, promotion or attainment of the Company Business or purposes otherwise set forth herein; and (iv) to the provision of services reasonably related to the purposes permitted hereunder.

It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this Company, which shall be permitted to engage in any other business activities without a formal amendment to this Agreement.

Section 2.3 Term. This Company shall continue in existence in perpetuity from the date of filing of its Articles of Organization with the Secretary of State of the State of Delaware, unless earlier dissolved pursuant to the Act or in accordance with this Agreement.

ARTICLE 3

COMPANY OFFICES

Section 3.1 Registered Office. The registered office of the Company in Delaware required by the Act shall be as set forth in the Company's Articles of Organization until such time as the registered office is changed in accordance with the Act.

Section 3.2 Principal Executive Office. The principal executive office for the transaction of the business of the Company shall be fixed by the Manager within or without the State of Delaware. The initial principal office address is 126 Stonehenge Drive, Suite 102, Fairfield Glade, TN 38558.

Section 3.3 Other Offices. The Manager may at any time establish other business offices within or without the State of Delaware.

ARTICLE 4

MEMBERS; LIMITED LIABILITY OF MEMBERS; CLASSES; INTERESTS OF MEMBERS; CERTIFICATES; VOTING RIGHTS; MEETINGS OF MEMBERS

Section 4.1 Members. Each Person admitted as a Member of the Company pursuant to the Act and this Agreement, shall be a Member of the Company until they cease to be a Member in accordance with the provisions of the Act, the Articles of Organization, or this Agreement. Upon the admission of any new

Member, the Company shall update the Register to reflect the name, address, capital contribution and date admitted as a Member.

Section 4.2 Limited Liability. Except as expressly set forth in this Agreement or required by law, no Member shall be personally liable for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Member of the Company.

Section 4.3 Nature of Interest; Agreement Is Binding upon Successors. The Interests of Members in the Company constitute their personal property. No Member has any interest in any specific asset or property of the Company. In the event of the death or legal disability of any Member, the executor, trustee, administrator, guardian, conservator or other legal representative of such Member shall be bound by the provisions of this Agreement. If a Member who is not a natural person is dissolved or terminated, the successor of such Member shall be bound by the provisions of this Agreement.

Section 4.4 Certificates Evidencing Interests. The Company may issue to every Member of the Company a certificate signed by the Manager specifying the Interest of such Member. If a certificate for registered interests is worn out or lost, it may be renewed on production of the worn-out certificate or on satisfactory proof of its loss together with such indemnity as may be required by a resolution of the Manager. In the event any restrictive legend is required by law to be on a certificate, the Company's provision of such restrictive legend on the certificate or on another instrument will be deemed to be sufficient notice to the Member. Provision of such a restrictive legend on another instrument will be deemed to be sufficient notice to the Member if the Interests are electronic or uncertificated.

Section 4.5 Classes of Members. The Company shall have four (4) classes of Members: Class A Preferred Members, Class B Members, Class C Preferred Members, and Class D Preferred Members. Each such class of Members shall have the rights, powers, duties, obligations, preferences and privileges set forth in this Agreement. The names and addresses of the Members shall be set forth in the Register, as amended from time to time by the Company.

Section 4.6 Voting Rights.

(A) Except as may otherwise be provided in this Agreement, the Act, or the Articles of Organization, each of the Class A Preferred Members, Class C Preferred Members, and Class D Preferred Members hereby waives their right to vote on any matters other than matters that cannot be waived under the Act and those stated in Section 4.6 (B), Section 5.13(B) and Section 17.2 below. Notwithstanding anything to the contrary contained herein, the Members shall not participate in the day-to-day management of the business of the Company.

(B) The affirmative vote of seventy-five percent (75%) of all Members shall be required to:

(i) approve related party transactions exceeding one million US dollars ($1,000,000);
(ii) authorize an act that is outside of the Purpose of the Company set forth in Section
(iii) 2.2 of the Operating Agreement; or
(iv) extend the term of the Company beyond forty-eight (48) months.

(C) Only Class B Members will be entitled to vote on matters stated in Section 4.6(D).

(D) The affirmative vote of seventy-five percent (75%) of all Class B Members shall be required to:

(i) approve a sale of substantially all of the assets of the Company with an expected return of less than ten percent (10%); or
(ii) remove or replace the Manager.

(E) Without limiting the preceding provisions, no Person shall be entitled to exercise any voting rights as a Member until such Person

(i) shall have been admitted as a Member,
(ii) shall have paid the Capital Contribution required hereunder.

Section 4.7 Place of Meetings. All meetings of the Members may be held at any place within the United States designated by the Manager. The meetings may occur in-person, telephonically, or digitally using available technology. The Manager shall have sole discretion as to the manner in which meetings of the Members are carried out.

Section 4.8 Meetings of Members. No annual meeting of the Members shall be required. Notwithstanding the foregoing, a meeting of the Members for the purpose of taking any action permitted to be taken by the Members hereunder may be called by the Manager, or by any Member representing a majority of the Percentage Interests. Upon request in writing that a meeting of Members be called for any proper purpose, the Manager shall cause notice to be given to the Members entitled to vote that a meeting will be held at a time established and set by the Manager. Such notices shall state: (1) the place, date and hour of the meeting; and, (2) those matters which the Manager, at the time of the mailing of the notice, intends to present for action by the Members.

Section 4.9 Quorum. The presence at any meeting in person or by proxy of Members holding not less than a majority of the Percentage Interests of the class or classes entitled to vote at such meeting shall constitute a quorum for the transaction of business. This section shall not be interpreted to alter the votes required by this Agreement.

Section 4.10 Waiver of Notice. If any notice is required to be given to any Member, a written signed waiver by that Member shall be equivalent to the giving of such notice, regardless of when such waiver was signed.

Section 4.11 Action by Members Without a Meeting. Any action which, under any provision of the Act or the Articles of Organization or this Agreement may be taken at a meeting of the Members, may be taken without a meeting, and without notice. Such action may be taken without a meeting if the written consent of such action is signed by Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting with all of the voting Members as if the vote were taken during a meeting.

Any Member giving a written consent, or the Member's proxyholders, or a personal representative of the Member or their respective proxyholders, may revoke the consent by a writing received by the Manager prior to the time that written consents of the number of votes required to authorize the proposed action have been filed with the Manager, but may not do so thereafter. Such revocation is effective upon its receipt by the Manager or, if there shall be no person then holding such office, upon its receipt by any other officer or Manager of the Company.

Section 4.12 Record Date. The Manager shall fix a time in the future as a record date (the "Record Date") for the determination of the Members entitled to notice of and to vote at any meeting of Members or entitled to give consent to action by the Company in writing without a meeting, to receive any report, to receive any dividend or distribution, or any allotment of rights, or to exercise rights with respect to any change, conversion or exchange of interests. The Record Date so fixed shall be not more than seventy (70) days nor less than ten (10) days prior to the date of any meeting, nor more than seventy (70) days prior to any other event for the purposes of which it is fixed. When a Record Date is so fixed, only Members of record at the close of business on that date are entitled to notice of and to vote at any such meeting, to give consent without a meeting, to receive any report, to receive a dividend, distribution, or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any interests on the books of the Company after the Record Date, except as otherwise provided by statute or in the Articles of Organization or this Agreement.

Section 4.13 Members and Managers May Participate in Other Activities. Each Manager or Member, and its respective Affiliates and other related parties, shall be free to engage in any activity on their own or by the means of any entity. Each Manager's and Member's fiduciary duty of loyalty, as it applies to outside business activities and opportunities, and the "corporate opportunity doctrine," as such doctrine has been described under general corporation law, is hereby eliminated to the maximum extent allowed by the Act. Without limiting the foregoing, no Manager, Member, or his/her/its respective Affiliates shall be required to refer opportunities to the Company or to account for any benefits from transactions entered into in good faith that are not connected with or directly related to the Company and its activities or the services the Company provides. Neither the Company nor the other Members shall have any right to any income or profit derived from any such other business venture of a Member, Manager or Affiliate. A Member or Manager may engage in incidental use of the Company's computers, communication systems, or internet facilities for other business activities so long as such usage has no material impact upon the Company's facilities and equipment.

Section 4.14 Members Are Not Agents. The management of the Company is vested in the Manager. The Members shall have no power to participate in the management of the Company except as expressly authorized by the Act, this Agreement or the Articles. No Member, acting solely in the capacity of a Member, is an agent of the Company nor does any Member, unless expressly and duly authorized in writing to do so by the Manager, have any power or authority to bind or act on behalf of the Company in any way, to pledge its credit, to execute any instrument on its behalf or to render it liable for any purpose. Any attempt to do so is null and void ab initio.

Section 4.15 Transactions of Members with the Company. Subject to any limitations set forth in this Agreement and with the prior written approval of the Manager, a Member may lend money to and transact other business with the Company, such as providing services for compensation. Subject to other applicable law, such Member has the same rights and obligations with respect thereto as a Person who is not a Member. Any such loan or other transaction shall not be deemed a Capital Contribution under this Agreement unless specifically approved upon, in writing, by the Manager.

Section 4.16 Loans by Members to the Company. Without limiting Section 4.15, no Member shall be obligated to lend money to the Company. No Member may lend money to the Company without the prior written approval of the Manager. Any loan by a Member to the Company with the required approval of the Manager shall be separately entered on the books of the Company as a loan to the Company and not as a Capital Contribution, shall bear interest at such commercially reasonable rate as may be agreed upon by the lending Member and the Manager, and shall be evidenced by a promissory note containing commercially reasonable terms duly executed by the Manager. In the event a loan is made by a Member and no promissory note is issued by the Company, then such amount shall be treated as a loan and bear interest at the rate of the Prime rate plus two percent (2%) per annum.

Section 4.17 Withdrawal. No Class A Preferred Member, Class C Preferred Member or Class D Preferred Member may have the right to voluntarily or involuntarily withdraw, resign, or otherwise disassociate (a "Withdrawal" or to "Withdraw") or receive a return of its Capital Contribution and any unpaid distributions from the Company. Any Withdrawal for which no consent has been given shall be null, void and of no effect whatsoever. Class B Members shall have the sole and exclusive authority to grant, convey, sell, transfer, hypothecate, disassociate or otherwise dispose of all or a portion of the Class B Common Units without input or vote of the Class A Preferred Members, Class C Preferred Members and Class D Preferred Members.

Section 4.18 Mandatory Redemption. The Manager reserves the right to redeem the interest of individual Class A Preferred Members and Class C Preferred Members in the Company ("Mandatory Redemption"), no less than eighteen (18) months after a Class A Preferred Member commits a capital contribution, once the Class A Preferred Member's Unreturned Capital Contribution amount is zero ("Class A Preferred Mandatory Redemption"), and no less than thirty (30) months after a Class C Preferred Member has committed capital, once the Class C Preferred Member's Unreturned Capital Contribution amount is zero ("Class C Preferred Mandatory Redemption").

4.18.1 **Notice**. No less than sixty days after the date which triggers the Company's right to a Class A Preferred Mandatory Redemption or Class C Preferred Mandatory Redemption and a Class A Preferred or Class C Preferred Member's Unreturned Capital Account balance is zero, the Manager may assert the Company's request to redeem the individual Member's Membership Interests. The Company shall provide written notice of its exercise of its option to redeem to the Member as applicable, stating the exact Percentage Interest and the effective date (the "Mandatory Redemption Notice").

4.18.2 **Payment Amount.** The final redemption payment will be any Preferred Return amount due for the current period ("Redemption Payment Amount"). Any unpaid Preferred Return payments from prior Fiscal Years are not carried forward and not owed upon Mandatory Redemption.

4.18.3 **Payment Schedule.** Members will receive payment amount schedule ("Payment Schedule") within ninety (90) days of receiving the Mandatory Redemption Notice, detailing . The Redemption Payment Amount shall be paid in the form of an unsecured promissory note, bearing interest at the rate of seven percent (7%) per annum payable to the redeemed Member over a two-year term. Members have no appeal rights.

Section 4.19 Hardship Withdrawal. Notwithstanding the foregoing, the Manager may, in its sole discretion, waive such withdrawal disallowance if a Member is experiencing undue hardship.

4.19.1 Any Members may have the right to withdrawal Interest of in the Company for qualifying hardship events. The term "Hardship Event" means: (i) life-threatening illnesses requiring immediate, substantial medical expenses; (ii) permanent disability preventing the investor from earning income; (iii) uninsured losses from federally declared natural disasters; and
(i) court ordered payment of damages or settlements.

4.19.2 **Hardship Withdrawal Paperwork**. The Member must documentation evidencing that the hardship withdrawal meets the Hardship Event description. Members must provide (i) medical records and bills for life threatening medical expenses; (ii) disability determination for disability hardship expenses; (iii) FEMA documentation for natural disasters; and (iv) court orders for legal judgements.

4.19.3 **Notice**. Within six (60) Business Days after the date on which the Member submits Hardship Event description documentation, the Company shall provide written notice of its exercise of its option to approve Hardship Event withdrawal to the Member as applicable (the "Hardship Event Notice").

4.19.4 Distributions will be the lesser of fifty percent (50%) of Member's Capital Contribution or of the documented hardship amount, plus any amounts needed to cover tax liabilities associated with distributions. Payments will occur within ninety (90) days of Manager approval and are subject to Company's liquidity. The Manager will receive a five thousand US dollar ($5,000) processing fee.

Section 4.20 Mandatory Redemptions Applicable to ERISA Investors. The Company may issue Units to an ERISA Investor in exchange for Capital Contribution(s) and the Manager may admit such ERISA Investor as a Member subject to the terms hereof; provided, that the Manager shall only accept Capital Contributions from an ERISA Investor and issue Units in exchange thereof (and admit said ERISA Investor as a Member if applicable) if, after said issuance, the Units held by ERISA Investors, collectively, would be less than twenty five percent (25%) of the Units then outstanding. At all times, the number of Units held by ERISA Investors shall be less than twenty-five percent (25%) of all Units then outstanding. For purposes of this calculation, the term "Member" shall include Assignees. This limitation shall be referred to as the "ERISA Investor Restriction." If as a result of a Member Withdrawal, redemption or otherwise or issuance of additional Units, the Company violates or will violate the ERISA Investor Restriction, the Manager has the right, exercisable in its sole discretion, to cause the Company to redeem outstanding Units that are then held by ERISA Investors, on a pro rata basis, as is or may be necessary to ensure that the Company does not violate the ERISA Investor Restriction. In the event the Manager determines to exercise its rights under this Section 4.22, the Manager shall give each ERISA Investor immediate written notice of said determination, and in such Writing shall advise each ERISA Investor of the number of Units to be redeemed from said Investor, the effective date of such redemption and the Redemption Price to be paid to such Investor.

Upon the effective date of such redemption, the Manager shall cause the Company to tender to each ERISA Investor the Redemption Price applicable to said Investor as directed by said Investor. No fees shall be assessed by the Company on a redemption occurring pursuant to this Section 4.22.

<u>Section 4.21 Company Option to Redeem</u>. If a Class A Preferred Member's, Class C Preferred Member's or Class D Preferred Member's Units are Transferred (the "Involuntary Transferred Units") due to said Class A Preferred Member's, Class C Preferred Member's or Class D Preferred Member's death or by any court or other judicial authority, including, but not limited to, Transfers ordered in a Bankruptcy proceeding, divorce, or as a result of garnishment, attachment or execution, the Company has the option, exercisable in its sole and exclusive discretion, to redeem all, but not less than all, of the Involuntary Transferred Units for the price and upon the terms as the Manager may reasonably determine. Within thirty (30) Business Days after the date on which the Company receives written notice of the applicable event, the Company shall provide written notice of its exercise of its option to redeem to the Member, the court and the proposed assignee and/or the successor of the Class A Preferred Member, Class C Preferred Member or Class D Preferred Member (the "Successor") as applicable (the "Option Notice"). The redemption price for the Involuntary Transferred Units shall be an amount equal to their Redemption Price less the Processing Fee and less all any and all loss, liability, damages, loss and expenses incurred by the Company as a result of or related to the Transfer. In the event the Company has an offset rights hereunder and exercises the same, then the Company shall notify in writing the Class A Preferred Member, Class C Preferred Member or Class D Preferred Member, the court and/or Successor, as applicable, of the amount of offset, with reasonable detail and documentation regarding the same, and shall provide the amount of the Redemption Price as reduced by any offset.

(A) The closing of the redemption of the Involuntary Transferred Units may occur electronically or as the Manager may determine and shall take place within six (6) months after the Option Notice is sent by the Manager.

(B) Notwithstanding anything else contained herein to the contrary, the Successor and/or the applicable Class A Preferred Member, Class C Preferred Member or Class D Preferred Member shall merely be an assignee from and after the date of the applicable event causing the Involuntary Transfer, and such Successor and/or the applicable Class A Preferred Member, Class C Preferred Member or Class D Preferred Member shall thereinafter have no right to exercise rights of a Class A Preferred Member, Class C Preferred Member or Class D Preferred Member hereunder.

(C) In the event that any Successor and/or the applicable Member ("Defaulting Person") shall be required to sell its Involuntary Transfer Units hereunder, and in the further event that Defaulting Person is unable to, or for any reason does not, deliver such Involuntary Transfer Units and necessary documentation to the Company and the Manager in accordance with the applicable provisions of this Agreement, then the Company may deposit the applicable Redemption Price for such Involuntary Transfer Units, by certified check, wire, ACH, or direct deposit of cash with the Company's primary bank, as agent or trustee, or in escrow, for such Defaulting Person, to be held by the bank until withdrawn by such Defaulting Person. Upon the deposit of the Redemption Price as provided for herein and upon notice in writing to the Defaulting Person, the Involuntary Transfer Units of such Defaulting Person to be redeemed shall at such time be deemed to have been redeemed by and conveyed to the Company, and such Defaulting Person shall have no further rights thereto, and the Company shall record the redemption in its books and records.

ARTICLE 5

MANAGEMENT OF THE COMPANY

Section 5.1 Manager. The business and affairs of the Company shall be managed, and all its powers shall be exercised by or under the direction of the Manager. The name of the Manager, to hold office from and after the date of this Agreement is as follows: Timbertop Land Company LLC. Such Manager is appointed by the Class B Members signing of this Agreement.

Section 5.2 Powers of the Manager. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Manager shall have the following powers and authorities:

(A) To conduct, manage and control the business and affairs of the Company and to make such rules and regulations as the Manager shall deem to be in the best interests of the Company;

(B) to appoint and remove officers, agents and employees of the Company, prescribe their duties and fix their compensation;

(C) to borrow money and incur indebtedness for the purposes of the Company and to cause to be executed and delivered therefor, in the Company's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, guaranty agreements, hypothecations or other evidence of debt and securities therefor;

(D) to designate an executive and/or other committees to serve at the pleasure of the Manager, and to prescribe the manner in which proceedings of such committees shall be conducted;

(E) to lease, rent, acquire real and personal property, arrange financing and enter into contracts, zoning applications, building permits and other powers reasonably related to the Company's authorized purpose;

(F) to enter into any business arrangement with unaffiliated Persons including, without limitation, entering into joint venture, partnerships, joint tenancy, mergers and similar transactions; and

(G) to make all other arrangements and do all things which are necessary or convenient to the conduct, promotion or attainment of the business, purposes, or activities of the Company.

Section 5.3 Agency Authority of Manager. The Manager, acting alone, is authorized to endorse checks, drafts, and other evidence of indebtedness made payable to the order of the Company.

Section 5.4 Limited Liability. Except as expressly set forth in this Agreement or required by law, no Manager shall be personally liable for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Manager of the Company.

Section 5.5 Standards of Conduct; Modification of Duties. Notwithstanding any other provision of this Agreement or other applicable law, whenever in this Agreement or any other agreement contemplated hereby or otherwise, the Manager, in its capacity as the manager of Company, is permitted to or required to make a decision, the Manager shall be entitled to consider only such interests and factors as it desires, including its own interests, to give any consideration to any interest of or factors affecting Company or the Members, and shall not be subject to any other or different standards imposed by this Agreement, any other agreement contemplated hereby, under the Act or under any other law, rule or regulation.

(A) Each Manager shall exercise all powers and perform all duties in good faith, and shall act in all matters for the best interest of the Company, using reasonable inquiry, diligence, and prudence.

(B) The Manager shall not be liable to the Company or any Member for action or inaction taken in good faith for a purpose that was reasonably believed to be in the best interests of the Company; for losses due to such action or inaction; or for the negligence, dishonesty or bad faith of any employee, broker or other agent of the Company, provided that such employee, broker or agent was selected, engaged or retained with reasonable care. The Manager may consult with counsel and accountants on matters relating to the Company and shall be fully protected and justified in acting in accordance with the advice of counsel or accountants, provided that such counsel or accountants shall have been selected with reasonable care. Notwithstanding any of the foregoing to the contrary, the provisions of this Section 5.5 shall not be construed so as to relieve (or attempt to relieve) any person of any liability incurred (1) as a result of recklessness or intentional wrongdoing, or (2) to the extent that such liability may not be waived, modified or limited under applicable law.

(C) Notwithstanding any other provision of this Agreement, to the extent that, at law or in equity, the Manager or any other indemnitee would have duties (including fiduciary duties) to the Company, to any Member, to any Person who acquires an interest in the Company or to any other Person bound by this Agreement, all such duties (including fiduciary duties) are hereby eliminated, to the fullest extent permitted by law, and replaced with the duties expressly set forth herein.

(D) Except as otherwise provided herein, the Manager shall have no duty or obligation to consult with or seek the advice of the Members.

(E) This Section 5.5 is written and agreed to pursuant to the Act and applicable Delaware law, whether such law is derived from statute, regulation, common law, or in equity.

Section 5.6 Duties of Manager to Creditors. Except as expressly set forth in this Agreement, to the fullest extent permitted by law, the Manager shall not have any duties or liabilities, including fiduciary duties other than the duties of good faith and fair dealing, to any Member as creditor or any other creditor of Company, and the provisions of this Agreement.

Section 5.7 Exculpation. No Manager shall be personally liable, directly or indirectly, for any debt, obligation, or liability of the Company by sole reason of a being a Manager. Any debt, obligation, or liability of the Company is strictly and solely the liability of the Company. Any act or omission by the Managers which causes or results in loss or damage to the Company or the Members will not subject the Manager(s) to any liability, so long as the Manager's conduct does not violate this Agreement or the Act.

Section 5.8 No Duty of Manager to Members Tax Consequences. The Members expressly acknowledge that the Manager is under no obligation to consider the separate interests of the Members (including, without limitation, the tax consequences to Members) in deciding whether to cause Company to take (or decline to take) any actions, and the Manager shall not be liable for monetary damages for losses sustained, liabilities incurred or benefits not derived by Members in connection with such decisions.

<u>Section 5.9 Manager's Protection from Apparent Authority</u>. The Manager shall be protected when acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document believed by Manager to be authorized or genuine and to have been signed or presented by person(s) with proper authority.

<u>Section 5.11 Manager May Consult</u>. The Manager may consult with legal counsel, accountants, appraisers, management consultants, investment bankers, or other consultants and advisers selected by them. Any action taken or not taken by Manager in reliance upon the advice or opinion of such advisors (as to matters that the Manager reasonably believes to be within such Person's professional or expert competence) shall raise a conclusive presumption that such action or non-action was taken in good faith and in accordance with such advice or opinion.

<u>Section 5.12 Authority to Delegate</u>. The Manager shall have the right, with respect to any of their powers or obligations as provided in this Agreement, to act through any of their duly authorized officers or any duly appointed agent, attorney, or attorneys-in-fact. Each such agent or attorney shall, to the extent provided by the Manager in written the power of attorney, have full power and authority to do and perform each and every act and duty that is permitted or required to be done by the Manager as provided in this Agreement.

<u>Section 5.13 Election and Removal of Manager</u>. The initial Manager is Timbertop Land Company LLC, a Delaware limited liability company. Except as otherwise provided by the Act or the Articles, the Manager shall hold office until dissolution, his or her death, bankruptcy, mental incompetence, resignation or removal.

(A) Subsequent Managers shall be elected by (i) the vote of Members holding not less than a majority the Class B Common Units at any meeting of the Members, or (ii) by written consent of Members holding not less than a majority of the Class B Common Units. Except as otherwise provided by the Act or the Articles of Formation, the Manager shall hold office until dissolution, their death, Bankruptcy, mental incompetence, resignation or removal.

(B) The Manager may be removed for Cause upon the vote of a majority of the Percentage Interests of seventy-five percent (75%) of the Members. For purposes of removal of a Manager, "for Cause" shall mean any of the following:

(i) Breach or default (and subsequent failure to cure or commence to cure) by the Manager of any material term or obligation under this Agreement that is not waived in writing by a majority of the Class B Members or cured (or the cure has not commenced) within thirty (30) days of notice of the alleged breach or default;

(ii) The knowing, willful and continued failure of the Manager to materially and substantially perform Manager's customary duties (other than due to such party's death or incapacity due to physical or mental illness), the reckless disregard of the performance of Manager, or the willful engaging by the Manager in gross misconduct or negligence which is materially and substantially injurious to the Company, monetarily or otherwise; or

(iii) Knowingly and intentionally making materially false, misleading, or inaccurate statements in connection with the rendering of services as a Manager that results in material and substantial financial damage to the Company.

(C) The proposed removal of any Manager other than based upon this Section 5.13 shall first be subject to written notice setting forth the alleged basis for the removal. Upon receipt of written notice, the recipient Manager shall have up to thirty (30) days to cure (or commence to cure) the alleged basis for removal. Any dispute regarding whether the alleged basis has been cured shall be subject to the dispute resolution provisions of Section 17.9.

Section 5.14 Resignation or Death/Disability of Manager. The Manager may resign at any time by giving written notice to the Members without prejudice to the rights, if any, of the Company under any contract to which such Manager is a party. The resignation of a Manager shall take effect upon receipt of that notice or at such later time as shall be specified in the notice; and, unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

From time to time, the Manager shall implement a succession plan regarding the Management of the Company and disposition of the Class B Common Units the event of the dissolution, death, or disability of the Manager.

Section 5.15 Manager May Engage in Other Activities. The Manager of the Company shall have the right to participate in other business ventures of every kind, whether or not such other business ventures compete with the Company. No Manager shall be obligated to offer to the Company or its Members any opportunity to participate in any such other business venture. The Company shall not have any right to any income or profit derived from any such other business venture of the Manager.

This Section 5.15 applies to the Persons who control the Manager, as well as the Manager. Those Persons are permitted to participate in other business ventures and such Persons shall not be liable to the Company or the Members for participating or spending their time in other business ventures.

Section 5.16 Transactions of the Manager with the Company. The Manager may lend money to and transact other business with the Company. Subject to applicable law, the Manager has the same rights and obligations with respect thereto as a Person who is not a Member or Manager. In the event the Manager transacts with the Company, such transaction shall have commercially reasonable terms for similar transactions in the area in which the transaction took place.

Manager may authorize an affiliated or unaffiliated third party to act on behalf of the Company with respect to such a transaction with the Manager.

No presumption of breach of fiduciary duties or bad faith shall arise if Manager does not appoint an agent to represent the Company in a transaction with the Manager. If the terms of the transaction are on commercially reasonable terms for similar transactions in the area in which the transaction took place, then it shall be presumed that Manager acted in accordance with their duties and in good faith arising from this Agreement and in law or equity.

Section 5.17 Compensation of Manager.

(A) ***Management Fee:*** The Company shall pay to the Manager a fee equal to one and a half percent (1.5%) of committed capital (the "**Management Fee**"). This fee shall be payable annually and calculated based on the committed capital for the completed Fiscal Year. The Manager will prepare Company's financials at the end of each year in accordance with Section 13.5.

5.18 Expenses Borne by Manager. In the event Manager incurs expenses on behalf of the Company, the Company shall reimburse Manager for such expenses if such expenses are reasonable and in furtherance of the Company's purposes and objectives.

5.19 Representative.

(A) For taxable years beginning after December 31, 2023 (or any earlier year, if the Managers, so elects), the Managers shall designate a Company representative (in such capacity, the

"Company Representative") to act under Section 6223 of the Code as amended by the Bipartisan Budget Act of 2015 (or any successor thereto) (the "2015 Act") and in any similar capacity under state, local or non-U.S. law, as applicable.

The Company Representative may be removed and replaced by the Managers at any time in its sole discretion. Notwithstanding anything else to the contrary in this Agreement, the Company Representative shall apply the provisions of subchapter C of Chapter 63 of the Code, as amended by the 2015 Act (or any successor rules thereto), or similar provisions of state, local or non-U.S. tax law, with respect to any audit, imputed underpayment, other adjustment, or any such decision or action by the Internal Revenue Service (or other tax authority) with respect to the Company or the Members for such taxable years, in the manner determined by the Company Representative with the approval of the Manager.

(B) The Company Representative shall keep the Members informed of any inquiries, audits, other proceedings or tax deficiencies assessed or proposed to be assessed (of which the Company Representative is actually aware) by any taxing authority against the Company or the Members.

(C) So long as the Company satisfies the provisions of Sections 6221(b)(1)(B) through (D) of the Code, the Company Representative, with the approval of the Managers, may cause the Company to make the election set forth in Section 6221(b)(1) of the Code so that the provisions of Subchapter C of Chapter 63 of the Code shall not apply to the Company. If such election is made the Company Representative shall provide the proper notice to each Member in accordance with Section 6221(b)(1)(E).

(D) Provided the election described above is not in effect, in the case of any adjustment by the IRS in the amount of any item of income, gain, loss, deduction, or credit of the Company or any Member's distributive share thereof (the "IRS Adjustment"), the Company Representative shall respond to such IRS Adjustment in accordance with either Section 5.19(E) or Section 5.19(F).

(E) In accordance with Section 6225 of the Code as enacted under the 2015 Act, the Company Representative may cause the Company to pay an imputed underpayment as calculated under Section 6225(b) of the Code with respect to the IRS Adjustment, including interest and penalties

(the "Imputed Tax Underpayment") in the Adjustment Year. The Company Representative shall use commercially reasonable efforts to pursue available procedures to reduce any Imputed Tax Underpayment on account of any Member's tax status. Each Member agrees to amend its U.S. federal income tax return(s) to include (or reduce) its allocable share of the Company's income (or losses) resulting from an IRS Adjustment and pay any tax due with such return as required under Section 6225(c)(2) of the Code, even if an Imputed Tax Underpayment liability of the Company or IRS Adjustment occurs after the Member's withdrawal from the Company. The Company Representative may elect at their sole discretion to follow and implement the Centralized Partnership Audit Regulations and thereby address any tax issues at the Company level.

(F) Alternatively, the Company Representative may elect under Section 6226 of the Code as implemented under the 2015 Act to cause the Company to issue adjusted Internal Revenue Service Schedules "K-1" (or such other form as applicable) reflecting a Member's shares of any IRS Adjustment for the Adjustment Year.

(G) Each Member does hereby agree to indemnify and hold harmless the Company, Manager and Company Representative from and against any liability with respect to the Member's proportionate share of any Imputed Tax Underpayment or other IRS Adjustment resulting in liability of the Company, regardless of whether such Member is a Member in the Company in an Adjustment Year, with such proportionate share as reasonably determined by the Managers, including the Managers' reasonable discretion to consider each Member's interest in the Company in the Reviewed Year and a Member's timely provision of information necessary to reduce the amount of Imputed Tax Underpayment set forth in Section 6225(c) of the Code. This obligation shall survive a Member's ceasing to be a Member of the Company and/or the termination, dissolution, liquidation and winding up of the Company.

(H) Each Member does hereby agree to indemnify and hold harmless the Company, the Manager and Company Representative from and against any liability with respect to the Member's proportionate share of any item of income, gain, loss, deduction, or credit of the Company or any Member's distributive share thereof reported on an adjusted Internal Revenue Service Schedule K-1 received by the Company with respect to any entity in which the Company holds an ownership interest and which results in liability of the Company, regardless of whether such Member is a Member in the Company in an Adjustment Year, with such proportionate share as reasonably determined by the Managers, including the Manager's reasonable discretion to consider each Member's interest in the Company in the Reviewed Year and a Member's timely provision of information necessary to reduce the amount of Imputed Tax Underpayment set forth in Section 6225(c) of the Code. This obligation shall survive a Member's ceasing to be a Member of the Company and/or the termination, dissolution, liquidation and winding up of the Company.

ARTICLE 6

MEETINGS OF MANAGER

Section 6.1 Place of Meetings. So long as there is only one Manager, no notice of Meetings of the Manager shall be required and the Manager may conduct its business at any place within or without the State of Delaware that has been designated from time to time by the Manager.

Section 6.2 Action by Managers Without a Meeting. Any action required or permitted to be taken by the Manager may be taken without a meeting if the Manager shall consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Manager.

ARTICLE 7

OFFICERS

Section 7.1 General. The Manager may determine from time to time to appoint one or more individuals as officers of the Company. An officer need not be a Member or Manager of the Company, and any number of offices may be held by the same person. The Manager shall determine the nature and extent of the duties to be performed by any officer, which shall be reduced to writing. Officers may include a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer and one or more Vice-Presidents and such other officers as may be designated from time to time by the Manager at Manager's sole discretion.

<u>Section 7.2 Appointment and Removal</u>. The officers shall be appointed by the Manager. Each officer, including an officer elected to fill a vacancy, shall hold office at the pleasure of the Manager. Any officer may be removed, with or without cause, at any time by the Manager.

<u>Section 7.3 Employment Agreement</u>. Each officer may be required to sign an employment agreement that may delineate the duties, obligations, authorizations, compensation, and covenants that an officer must agree to as a condition precedent appointment. Such an employment agreement may identify itself as confidential. If identified as confidential, Members will not have a right as Members to receive or inspect such an employment agreement. The duties, obligations, authorizations, and covenants arising from such an employment agreement with an officer are independent of this Agreement and may survive appointment of an officer under this Agreement.

ARTICLE 8

CAPITAL CONTRIBUTIONS

<u>Section 8.1 Capital Contributions</u>. Each Member shall make the capital contributions to the Company (each, "Capital Contribution"), in accordance with the amounts set forth in the Register, as amended from time to time. Upon the making of such contributions, such amounts shall be credited to the Members' respective Capital Accounts. Each Member understands and assumes the risk of investing in the Company and shall be without recourse, including against the Company's assets, should the Member lose its investment. Except as provided in this Agreement, no Member may withdraw his or her Capital Contribution.

<u>Section 8.2 No Interest</u>. No Member shall be entitled to interest on its Capital Account.

<u>Section 8.3 Additional Capital Contributions</u>.

(A) No member shall be obligated to contribute additional capital to the Company in addition to the initial Capital Contribution. No Member shall be permitted or authorized to make any additional Capital Contribution without the prior approval of the Manager. Additional Capital Contributions may be necessary to accomplish the purposes and objectives of the Company. The Class A Preferred Members, Class C Preferred Members or Class D Preferred Members acknowledge that their Interest may change (including being diluted) from time to time as a result of adding new Members to obtain additional Capital Contributions. With respect to any additional Capital Contribution, the price per Interest shall be the price of the relevant class of Interests at the time the additional Capital Contribution is approved by the Manager, as set by the Manager from time to time.

(B) When the Company provides Members with Distributions pursuant to Section 11.1, each Member has the option to convert their respective Distribution, in whole or in part, to an additional Capital Contribution. Such a conversion will be conditioned on the approval by the Manager, and will only become effective on the date of the Distribution date of the immediately following scheduled

Distribution. If the Member wishes to make such a conversion, Member will notify the Manager thirty (30) calendar days prior to the scheduled date the next Distribution is scheduled to the Members.

Such Member or Members making Additional Capital Contributions shall receive a Capital Account credit for each such additional Capital Contribution at the time and in the amount that such Capital Contribution is received by the Company and the related Percentage Interests shall be adjusted accordingly in the records of the Company.

This will be the first day of the succeeding month from the day the Member notified the Manager of Member's decision to convert their Distribution.

Section 8.4 Capital Call.

8.4.1 The Manager may determine from time to time that Capital Contributions in addition to the Members' Initial Capital Contributions are required to enable the Company to conduct its business (individually, a "**Voluntary Capital Call Payment**" and collectively, the "Voluntary **Capital Call Payments**"). On making such a determination, the Manager shall give written notice to all Members at least thirty (30) days prior to the date upon which a Voluntary Capital Call Payment must be made (the "**Voluntary Capital Call Notice**"). The Voluntary Capital Call Notice shall set forth the total amount of the Voluntary Capital Call Payment requested from all Members, the specific Voluntary Capital Call Payment requested of each Member (as based upon each Member's Percentage Interest), the purpose for which the Voluntary Capital Call Payment is needed and the date by which the Voluntary Capital Call Payment must be made. A Member may voluntarily agree to contribute a Voluntary Capital Call Payment (the "**Contributing Member**"). If a Member chooses not to make a Voluntary Capital Call Payment pursuant to such Voluntary Capital Call, such Member's Membership Interest in the Company shall be reduced accordingly.

8.4.1 In the event a Contributing Member fails to make a Voluntary Capital Call Payment on the date when upon which it is required to be made as specified in the Voluntary Capital Call Notice, the Contributing Member failing to make such required Capital Contribution (the "**Defaulting Member**") shall be deemed to be in breach of its obligations under this Agreement. Thereafter, should the Defaulting Member fail to make such Voluntary Capital Call Payment within ten (10) days of the date of the Company's written notice of default to the Defaulting Member, the Defaulting Member shall be in default of his obligations under this Agreement, at which time the Defaulting Member's entire Membership Interest shall terminate and the Defaulting Member shall indemnify and hold the Company and the other Members harmless from any loss, cost or expense, including reasonable attorneys' fees, caused by the failure to make such Voluntary Capital Call Payment. In such case, the Percentage Interests of the Members shall be adjusted accordingly on a pro-rata basis.

Section 8.5. Company Repurchase Right. The Company has the right, but not the obligation, to repurchase the Membership Interests of a Defaulting Member, as defined in Section 8.4.1. The purchase price for such Defaulting Member's Membership Interests shall be the return of such Defaulting Member's Net Capital Contribution. Once such Defaulting Member's Membership Interest are repurchased, such Defaulting Member shall no longer be a Member in the Company or subject to this Agreement including the rights and obligations associated therewith and the benefits associated thereto.

Section 8.6 No Withdrawal. Except as expressly provided in this Agreement, no Class A Preferred Member, Class C Preferred Member or Class D Preferred Member shall have the right to withdraw from the Company all or any part of his or its Capital Contribution prior to two (2) years after their respective Unit Issue Date in compliance with Section 4.17.

Section 8.7 Receipt of Capital Contribution upon Dissolution. No Member shall receive any part of their Capital Contribution upon the dissolution of the Company until (i) all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them; or (ii) the Articles of Organization or this Agreement is canceled or so amended as to permit the withdrawal or reduction of Capital Contributions by Members.

Section 8.8 Cash Only. A Member, irrespective of the nature of his or its Capital Contribution, shall only have the right to demand and receive cash in return for their Capital Contribution.

ARTICLE 9

CAPITAL ACCOUNTS

Section 9.1 Capital Accounts. A single Capital Account shall be established and maintained for each Member (regardless of the class of Interests owned by such Member and regardless of the time or manner in which such Interests were acquired) in accordance with the capital accounting rules of Section 704(b) of the Code, and the regulations thereunder (including without limitation Section 1.704-1(b)(2)(iv) of the Income Tax Regulations).

(A) In general, under such rules, a Member's Capital Account shall be:

(i) increased by: (i) the amount of money contributed pursuant to Article 8 by the Member to the Company (including the amount of any Company liabilities that are assumed by such Member other than in connection with distribution of Company property); and, (ii) allocations to the Member of Company income and gain (or item thereof), including income and gain exempt from tax; and

(ii) decreased by (i) the amount of money distributed to the Member by the Company (including the amount of such Member's individual liabilities that are assumed by the Company other than in connection with contribution of property to the Company), (ii) allocations to the Member of expenditures of the Company not deductible in computing its taxable income and not properly chargeable to capital account, and (iii) allocations to the Member of Company loss and deduction (or item thereof).

(B) Where Section 704(c) of the Code applies to Company property or where Company property is revalued pursuant to paragraph (b)(2)(iv)(t) of Section 1.704-1 of the Income Tax Regulations, each Member's Capital Account shall be adjusted in accordance with paragraph (b)(2)(iv)(g) of Section 1.704-1 of the Income Tax Regulations as to allocations to the Members of depreciation, depletion, amortization, and gain or loss, as computed for book purposes with respect to such property.

(C) The Manager shall direct the Company's accountants to make all necessary adjustments in each Member's Capital Account as required by the capital accounting rules of Section 704(b) of the Code and the regulations thereunder. Ten or more Members, acting collectively, shall notify the Manager of any non-*de minimus* adjustments such Members believe that the Members' Capital Accounts require. The Company may cure any discrepancies after an analysis at the Manager's sole discretion. After analysis of the Members' Capital Accounts, if there is a dispute, the Company and the Members shall make a good faith effort to resolve the issue.

If such cannot be resolved, the Company shall hire an independent Certified Public Accountant ("CPA") to make a determination. The Company and the Member(s) agree to be bound by the independent CPA's determination.

ARTICLE 10

ALLOCATION OF PROFITS AND LOSSES; TAX AND ACCOUNTING MATTERS

Section 10.1 Allocations. Each Member's distributive share of income, gain, loss, deduction or credit (or items thereof) of the Company as shown on the annual federal income tax return prepared by the Company's accountants or as finally determined by the United States Internal Revenue

Service or the courts, and as modified by the capital accounting rules of Section 704(b) of the Code and the Income Tax Regulations thereunder shall be determined as follows:

(A) Allocations. Except as otherwise provided in this Section 10.1:

(i) items of income, gain, loss, deduction or credit (or items thereof) shall be allocated among the Members in accordance with the Preferred Allocation outlined in "**Exhibit 1"**, if any, except that items of loss or deduction allocated to any Member pursuant to this Section 10.1 with respect to any taxable year shall not exceed the maximum amount of such items that can be so allocated without causing such Member to have a deficit balance in his or its Capital Account at the end of such year, computed in accordance with the rules of paragraph (b)(2)(ii)(d) of Section 1.704-1 of the Income Tax Regulations. Any such items of loss or deduction in excess of the limitation set forth in the preceding sentence shall be allocated as follows and in the following order of priority:

(a) first, to those Members who would not be subject to such limitation, in proportion to their Percentage Interests, and

(b) second, any remaining amount to the Members in the manner required by the Code and Income Tax Regulations.

(ii) Subject to the provisions of Article 8 of this Agreement, the items specified in this Section 10.1 shall be allocated to the Members as necessary to eliminate any deficit Capital Account balances.

(B) Allocations With Respect to Property. Solely for tax purposes, in determining each Member's allocable share of the taxable income or loss of the Company, depreciation, depletion, amortization and gain or loss with respect to any contributed property, or with respect to revalued property where the Company's property is revalued pursuant to paragraph (b)(2)(iv)(f) of Section 1.704-1 of the Income Tax Regulations, shall be allocated to the Members in the manner (as to revaluations, in the same manner as) provided in Section 704(c) of the Code. The allocation shall take into account, to the full extent required or permitted by the Code, the difference between the adjusted basis of the property to the Member contributing it (or, with respect to property which has been revalued, the adjusted basis of the property to the Company) and the fair market value of the property determined by the Members at the time of its contribution or revaluation, as the case may be.

(C) Minimum Gain Chargeback. Notwithstanding anything to the contrary in this Section 10.1, if there is a net decrease in Company Minimum Gain or Company Nonrecourse Debt Minimum Gain (as such terms are defined in Sections 1.704-2(b) and 1.704-2(i)(2) of the Income Tax Regulations, but substituting the term "Company" for the term "Partnership" as the context requires) during a Company taxable year, then each Member shall be allocated items of Company income and gain for such year (and, if necessary, for subsequent years) in the manner provided in Section 1.704-2 of the Income Tax Regulations. This provision is intended to be a "minimum gain chargeback" within the meaning of Sections 1.704-2(f) and 1.704-2(i)(4) of the Income Tax Regulations and shall be interpreted and implemented as therein provided.

(D) Qualified Income Offset. Subject to the provisions of Section 10.1(C), but otherwise notwithstanding anything to the contrary in this Section 10.1, if any Member's Capital Account has a deficit balance in excess of such Member's obligation to restore their Capital Account balance, computed in accordance with the rules of paragraph (b)(2)(ii)(d) of Section 1.704-1 of the Income Tax Regulations, then sufficient amounts of income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year) shall be allocated to such Member in an amount and manner sufficient to eliminate such deficit as quickly as possible. This provision is intended to be a "qualified income offset" within the meaning of Section 1.704-1(b)(2)(ii)(d) of the Income Tax Regulations and shall be interpreted and implemented as therein provided.

(E) **Depreciation Recapture.** Subject to the provisions of Section 704(c) of the Code, gain recognized (or deemed recognized under the provisions hereof) upon the sale or other disposition of Company property, which is subject to depreciation recapture, shall be allocated to the Member who was entitled to deduct such depreciation.

(F) **Loans.** If and to the extent any Member is deemed to recognize income as a result of any loans pursuant to the rules of Sections 1272, 1273, 1274, 7872 or 482 of the Code, or any similar provision now or hereafter in effect, any corresponding resulting deduction of the Company shall be allocated to the Member who is charged with the income. Subject to the provisions of Section 704(c) of the Code and Sections 10.1.(B) – 10.1(D) of this Agreement, if and to the extent the Company is deemed to recognize income as a result of any loans pursuant to the rules of Sections 1272, 1273, 1274, 7872 or 482 of the Code, or any similar provision now or hereafter in effect, such income shall be allocated to the Member who is entitled to any corresponding resulting deduction.

(G) **Tax Credits.** Tax credits shall generally be allocated according to Section 1.704-1(b)(4)(ii) of the Income Tax Regulations or as otherwise provided by law. Investment tax credits with respect to any Company property shall be allocated to the Members pro rata in accordance with the manner in which Company profits are allocated to the Members under Section 10.1(A) of this Agreement, as of the time such property is placed in service. Recapture of any investment tax credit required by Section 47 of the Code shall be allocated to the Members in the same proportion in which such investment tax credit was allocated.

(H) **Change of Pro Rata Interests.** Except as provided in Sections 10.1(F) and 10.1(G) of this Agreement or as otherwise required by law, if the proportionate interests of the Members of the Company are changed during any taxable year, all items to be allocated to the Members for such entire taxable year shall be prorated on the basis of the portion of such taxable year which precedes each such change and the portion of such taxable year on and after each such change according to the number of days in each such portion, and the items so allocated for each such portion shall be allocated to the Members in the manner in which such items are allocated as provided in Section 10.1(A) during each such portion of the taxable year in question.

(I) **Effect of Special Allocations on Subsequent Allocations.** Any special allocation of income or gain pursuant to Sections 10.1(C) or 10.1(D) hereof shall be taken into account in computing subsequent allocations of income and gain pursuant to this Section 10.1 so that the net amount of all such allocations to each Member shall, to the extent possible, be equal to the net amount that would have been allocated to each such Member pursuant to the provisions of this Section 10.1 if such special allocations of income or gain under Section 10.1(C) or 10.1(D) had not occurred.

(J) **Nonrecourse and Recourse Debt.** Items of deduction and loss attributable to Member nonrecourse debt within the meaning of Section 1.7042(b)(4) of the Income Tax Regulations shallbe allocated to the Members bearing the economic risk of loss with respect to such debt in accordance with Section 1704-2(i)(l) of the Income Tax Regulations. Items of deduction and loss attributable to recourse liabilities of the Company, within the meaning of Section 1.752-2 of the Income Tax Regulations, shall be allocated among the Members in accordance with the ratio in which the Members share the economic risk of loss for such liabilities.

(K) **State and Local Items.** Items of income, gain, loss, deduction, credit and tax preference for state and local income tax purposes shall be allocated to and among the Members in a manner consistent with the allocation of such items for federal income tax purposes in accordance with the foregoing provisions of this Section 10.1.

Section 10.2 Accounting Matters. The Managers shall cause to be maintained complete books and records accurately reflecting the accounts, business and transactions of the Company on a calendar-year basis and using such cash, accrual, or hybrid method of accounting as in the judgment of the Management Committee or the Members, as the case may be, is most appropriate; provided, however, that books and records with respect to the Company's Capital Accounts and allocations of income, gain, loss, deduction or credit (or item thereof) shall be kept under U.S. federal income tax accounting principles as applied to partnerships.

Section 10.3 Tax Status and Returns. Any provision the contrary notwithstanding, solely for United States federal income tax purposes, each of the Members hereby recognizes that the Company may be subject to the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code; provided, however, the filing of U.S. Partnership Returns of Income shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members.

Section 10.4 Manager Shall File Tax Returns. The Manager shall prepare or cause to be prepared all tax returns and statements, if any, that must be filed on behalf of the Company with any taxing authority and shall make timely filing thereof. The Manager shall exercise commercially reasonable efforts, to prepare or cause to be prepared and delivered to each Member within ninety (90) days after the end of each calendar year a report setting forth in reasonable detail the information with respect to the Company during such calendar year reasonably required to enable each Member to prepare their federal, state and local income tax returns in accordance with applicable law then prevailing. Nonetheless, neither the Manager nor the Company shall be liable to any Member for failing to complete and deliver such tax information within said ninety (90) days and each Member acknowledges that they may have to file for an extension of time to file their personal tax returns.

ARTICLE 11

DISTRIBUTIONS

Section 11.1 Distributions of Distributable Cash.

(a) Subject to the reasonably anticipated business needs and opportunities of the Company, taking into account all debts, liabilities and obligations of the Company then due, working capital and other amounts which the Manager deems necessary for the Company's business or to place into reserves for customary and usual claims with respect to such business, and subject also to any restrictions under applicable law (including, without limitation, any obligation to withhold and remit any amounts to any governmental authority), the Manager shall distribute the Net Distributable Proceeds to the Members in such amounts and at such times as determined by the Manager in its sole discretion which distributions, if made, shall be in accordance with the Preferred Allocation outlined in **"Exhibit 1"**.

(b) Without limiting the generality of Section 11.1(a), if and to the extent that the Company is earning income which will result in the Members being subject to income tax on their distributive share of the Company's income, minimum distributions shall be made to the Members in such amounts and at such times (but in no event later than March 31 each year) as shall be sufficient to enable the Members to meet United States income tax liability arising or incurred as a result of their participation in the Company. For the purposes of such distributions, it shall be assumed that the Members are taxable at combined U.S. federal individual, state and local rates of forty percent (40%). Any such distribution shall be made on a nondiscriminatory basis to all Members pro rata in accordance with their respective Percentage Interests. It is specifically recognized that in making a forty percent (40%) assumption regarding tax distributions, some Members may receive a distribution that is more than their actual tax liabilities, and some Members may receive a distribution that is less.

Section 11.2 Distribution upon Liquidation. Upon liquidation of the Company, distributions shall be remitted to the Members to the extent and in proportion with their aggregate Capital Contributions until the aggregate amount distributed to such Members in accordance with this Section 11.2 is sufficient to provide for a return of such Members' Capital Contributions by the Company. After all Capital Contributions have been returned to the Members, any remaining funds shall be distributed as set forth above in Section 11.1.

Section 11.3 Preferred Return

Class A, C, and D Preferred Members will generally be entitled to receive an annualized preferred return on their investment from available cash flow, payable after the end of each quarter (and prorated as applicable for the amount of time that an investor was a member of the Company during such quarter). These Preferred Returns will be payable prior to any other distributions to members or profit participation by the Manager (however, all expenses and fees other than profit participation will be paid to the Manager or other parties and any allocation of income for investment reserve will be made prior to the distribution of the Preferred Return).

Members should understand that Preferred Returns may necessarily fluctuate in accordance with the business and operations of the Company.

At the end of the fiscal year, the Company will review all Preferred Returns paid during the year just ended and make ratable adjustments to the Preferred Return distributions paid or payable to members in order to ensure that members receive accurate Preferred Return distributions for the annual year in accordance with the intent and provisions of the Agreement.

Section 11.4. Form of Distributions.

(A) No Member, regardless of the nature of the Member's Capital Contribution, has any right to demand and receive any distribution from the Company in any form other than money. No Member may be compelled to accept a distribution of any asset in kind.

(B) Without limiting the generality of Section 11.4(A), the Manager may, with the consent of the Member receiving the distribution, distribute specific property or assets of the Company to one or more Members.

Section 11.5. Restriction on Distributions. No distribution shall be made if, after giving effect to the distribution, the Company would not be able to pay its debts as they become due in the usual course of business.

Section 11.6 Basis of Manager Discretion. The Manager may base a determination that distribution is not prohibited on any of the following:

(A) Financial statements prepared based on accounting practices and principles that are reasonable in the circumstances;

(B) A fair valuation; or Any other method that is reasonable in the circumstances.

The effect of a distribution is to be measured as of the date the distribution is authorized if the payment is to occur within thirty (30) days after the date of authorization, or the date payment is made if it is to occur more than thirty (30) days after the date of authorization.

Section 11.7 Return of Distributions. Members and Assignees who receive distributions made in violation of the Act or this Agreement shall return such distributions to the Company. Except for those distributions made in violation of the Act or this Agreement, no Member or Assignee shall be obligated to return any distribution to the Company or pay the amount of any distribution for the account of the Company or to any creditor of the Company. The amount of any distribution returned to the Company by a Member or Assignee or paid by a Member or Assignee for the account of the Company or to a creditor of the Company shall be added to the account or accounts from which it was subtracted when it was distributed to the Member or Assignee.

Section 11.8 Withholding from Distributions. To the extent the Company is required by law to withhold or to make tax or other payments on behalf of or with respect to any Member, the Company may withhold such amounts from any distribution and make such payments as so required. For purposes of this Agreement, any such payments or withholdings shall be treated as a distribution to the Member on behalf of whom the withholding or payment was made.

Section 11.9 754 Election. In the event of a distribution of property to a Member, the death of an individual Member or a transfer of any interest in the Company permitted under the Act or this Agreement, the Company may, in the discretion of the Manager upon the written request of the transferor or transferee, file a timely election under Section 754 of the Code and the Income Tax Regulations thereunder to adjust the basis of the Company's assets under Section 734(b) or 743(b) of the Code and a corresponding election under the applicable provisions of state and local law, and the person making such request shall pay all costs incurred by the Company in connection therewith, including reasonable attorneys' and accountants' fees.

Section 11.10 Minimum Distributions. If and to the extent that the Company is earning income which will result in the Members being subject to income tax on their distributive share of the Company's income, minimum distributions shall be made to the Members in such amounts and at such times (but in no event later than March 31 each year) as shall be sufficient to enable the Members to meet United States income tax liability arising or incurred as a result of their participation in the Company. For the purposes of such distributions, it shall be assumed that the Members are taxable at combined U.S. federal individual, state and local rates of forty percent (40%) on ordinary income and at a twenty percent (20%) rate on Net Capital Gains. Any such distribution shall be made on a nondiscriminatory basis to all Members pro rata in accordance with their respective Percentage Interests. It is specifically recognized that in making a forty percent (40%) assumption regarding tax distributions on ordinary income and twenty percent (20%) on Net Capital Gains, some Members may receive a distribution that is in excess of their actual tax liabilities, and some Members may receive a distribution that is less.

ARTICLE 12

TRANSFER OF INTERESTS; ADMISSION OF MEMBERS; OPTION TO PURCHASE INTEREST OF DECEASED OR DISSOLVED MEMBER; RIGHT OF FIRST REFUSAL

Section 12.1 Transfer of Interests.

(A) No Class A Preferred Member, Class C Preferred Member or Class D Preferred Member may sell, exchange, transfer, assign, make a gift of, pledge, encumber, hypothecate or alienate (each a "transfer") his or its Interest in the Company to any Person, and no transferee of a Member's Interest may be admitted as a Member, unless (i) Manager approves the transfer of the Interest and admission of the transferee as a Member in writing;

such approval may withheld, conditioned or delayed in Manager's sole and absolute discretion; (ii) there are not restrictions imposed by law.

(B) Any transferee of a Class A Preferred Member's, Class C Preferred Member's or Class D Preferred Member's Interest who fails to comply with Section 12.1(A) shall have no right to vote or otherwise participate in the business and affairs of the Company or to become a Member; provided, however, that if the transferee is already a Member, then such transferee Member shall only be entitled to vote the Interest which he or it held prior to the transfer.

(C) Any transferee of a Class A Preferred Member's, Class C Preferred Member's or Class D Preferred Member's Interest who fails to comply with Section 12.1(A) shall only be entitled to receive the share of profits or other compensation by way of income and the return of Capital Contributions, if any, to which the transferring Member would otherwise be entitled.

(D) Subject to the restrictions set forth in this Section 12.1(D), certificates evidencing interests in the Company may be transferred by a written instrument of transfer signed by the transferor and containing the name and address of the transferee satisfactory in form and substance to the Company.

Section 12.2 Restrictions on Transfer of the Interests by Law. If there are restrictions imposed by federal or state law on the Voluntary or Involuntary Transfer of the Interests, the Members agree that they will refrain from engaging in such a transfer until the restriction(s) by law is lifted or no longer applies. Any such transfer while there is a restriction imposed by law will be void *ab initio*. It is the duty of the Member, not the Manager, to ensure there are no restrictions on transfer imposed by law. The Member waives any claims and indemnifies the Manager against Member's claims or the purported transferee, derived from a void transfer transaction. Manager's approval in writing pursuant to Section 12.1(A) has no effect on this Section 12.2's waiver and indemnification.

Section 12.3 Conditions of Transfer. No person shall be admitted as a Member of the Company by assignment or sale of a Class A Preferred Member's, Class C Preferred Member's or Class D Preferred Member's Interest unless the Manager shall have approved the admission of such Person as a new Member in writing; such approval may withheld, conditioned or delayed in Manager's sole and absolute discretion.

No person shall be admitted to the Company as a new Member contributing new capital without the approval of the Manager. Manager approval under this section shall be presumed if the new Member is admitted through a securities offering, and the Member and Manager follow the securities offering's subscription procedures.

Upon the admission of a new Member contributing new capital in accordance with the Act and this Agreement, at the discretion of the Manager, there may be a special closing of the books solely for the purpose of determining the value of the Company's assets on such date by whatever method the Manager, in their sole and absolute discretion, consider reasonable, and the Capital Accounts of the existing Members may be adjusted based upon their Percentage Interests in the determined asset value. The new Member shall pay in their Capital Contribution, the Company shall establish a Capital Account which shall be credited with the Capital Contribution of the new Member.

Section 12.4 Payment of Purchase Price. The payment of the purchase price shall be in cash.

Section 12.5 Right of First Refusal for Proposed Transfer. In addition to the other limitations and restrictions set forth in this Section 12.5, no Member or Assignee shall Transfer all or any portion of the Person's Class A Preferred Units in the Company (the "Offered Units"), unless the Person (the "**Seller**") first offers to sell the Offered Units pursuant to the terms of this Section 12.5.

12.5(a) Limitation on Transfers. No Transfer may be made under this Section 12.5 unless the Seller has received a bona fide written offer (the "Purchase Offer") from a Person (the "Purchaser") to purchase the Offered Units for a purchase price (the "Offer Price") according to specified terms, with or without interest, which offer shall be signed by the Purchaser and irrevocable for a period ending no sooner than the day following the end of the Offer Period, as defined below.

12.5(b) Offer Notice. Prior to making any Transfer that is subject to the terms of this Section 12.5, the Seller shall give the Company and the Manager written notice (the "Offer Notice") which shall include a copy of the Purchase Offer and an offer (the "Firm Offer") to sell the Offered Units to the Company and the Manager for the Offer Price, payable according to the same terms as (or more favorable terms than) those contained in the Purchase Offer, provided that the Firm Offer shall be made without regard to the requirement of any earnest money or similar deposit required of the Purchaser prior to closing, and without regard to any security (other than the Offered Units) to be provided by the Purchaser for any deferred portion of the Offer Price.

12.5(c) Offer Period. The Firm Offer is irrevocable for the period (the "Offer Period") ending at 11:59 p.m., local time at the Company's principal place of business, on the ninetieth (90^{th}) day following the day of the Offer Notice.

12.5(d) Order of Right of First Refusal. The right of first refusal for the parties to this Agreement shall be vested in the priority order of (i) the Company and then (ii) the Manager.

12.5(e) Acceptance of Firm Offer. The acceptance of the Firm Offer shall follow the offer and acceptance process as defined in this subsection 12.5(e):

> (i) At any time during the first thirty (30) days of the Offer Period, the Company may accept the Firm Offer as to all or any portion of the Offered Units, by giving written notice of the acceptance to the Seller and then Manager, which notice shall indicate the maximum portion of the Offered Units that the Company is willing (and legally able) to purchase.
>
> (ii) If the Company does not notify the Manager that it is willing to acquire all of the Offered Units, within thirty (30) days of Company's written notice of acceptance of partial Offered Units or failure to notice, the Manager may accept the Firm Offer as to all or any portion of the Offered Units not accepted by the Company, by giving written notice of the acceptance to the Seller and the Company, which notice shall indicate the maximum portion of the remaining Offered Units that the Manager is willing to purchase.
>
> (iii) If the Company and the Manager do not accept the Firm Offer as to all of the Offered Interest during the Offer Period, the Firm Offer shall be deemed to be rejected in its entirety.

12.5(f) Closing of Purchase Pursuant to Firm Offer. If the Firm Offer is accepted, the closing of the sale of the Offered Units shall take place within thirty (30) days after the Firm Offer is accepted or, if later, the date of closing set forth in the Purchase Offer. The Seller, the Company and the Manager shall execute the documents and instruments as may be necessary or appropriate to effect the sale of the Offered Units pursuant to the terms of the Firm Offer and this subsection 12.5(f).

ARTICLE 13

ACCOUNTING, RECORDS, REPORTING TO AND BY MEMBERS

Section 13.1 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 United States federal income tax purposes. The books and records of the Company shall reflect all the Company's transactions and shall be appropriate and adequate for the Company's business. The Company shall maintain all of the following:

(A) A current list of the full name and last known business or residence address of each Member and Assignee, together with the Capital Contributions, Capital Accounts, and Percentage Interests of each Member or Assignee;

(B) A copy of the Articles of Organization and any and all amendments thereto together with executed copies of any powers of attorney pursuant to which the Articles of Organization or any amendments thereto have been executed;

(C) Copies of the Company's U.S. federal, state and local income tax or information returns and reports, if any, and any tax returns or reports filed by or on behalf of the Company in any other jurisdiction;

(D) A copy of this Agreement and any and all amendments thereto together with executed copies of any powers of attorney pursuant to which this Agreement or any amendments thereto have been executed;

(E) Copies of the financial statements of the Company and Copies of all Company contracts;

(F) The accounting records of the Company, including, without limitation, checks, cancelled checks, bank statements, ledgers, invoices and similar records.

Section 13.2 Delivery to Members for Inspection. Upon the request of any Member for purposes reasonably related to the interest of that Person as a Member, the Manager shall promptly deliver to the requesting Member, at the expense of the requesting Member, a copy of the information required to be maintained under Sections 13.1(A), 13.1(B), and 13.1(D) and a copy of this Agreement. Any inspection or copying by a Member under this Article 13 may be made by that Person or that Person's attorney.

Section 13.3 Right to Inspect. Each Member and Manager has the right, upon reasonable request for purposes reasonably related to the interest of the Person as Member or Manager, to:

(A) inspect and copy during normal business hours any of the Company records described in Sections 13.1(A), 13.1(B), and 13.1(D) of this Agreement; and,

(B) obtain from the Manager, promptly after their becoming available, a copy of the Company's U.S. federal, state and local income tax or information returns and reports and any tax returns and reports filed in any other jurisdiction for each fiscal year of the Company.

Section 13.2 Preparation of Financial Reports. The Manager shall be responsible for the preparation of financial reports of the Company and for the coordination of financial matters of the Company with the Company's accountants. Annual compiled financial statements shall be prepared that include a statement showing any item of income, gain, deduction, credit or loss allocable for U.S. federal income tax purposes pursuant to the terms of this Agreement.

Section 13.3 Filings. The Manager, at the Company's expense, shall cause the income tax returns for the Company to be prepared and timely filed with the appropriate authorities. The Manager, at the Company's expense, shall also cause to be prepared and timely filed, with the appropriate federal and state regulatory and administrative bodies, amendments to or restatements of, the Articles of Organization and all filings or reports required to be filed by the Company with those entities under the Act or other then-current applicable laws, rules, and regulations. The Manager's failure to file such reports/filings shall not be deemed a breach of this Agreement if the Manager determines that not filing such reports/filings is in the interest of the Company. Such determination shall be in the sole discretion of the Manager.

Section 13.4 Bank Accounts. The Manager shall maintain the funds of the Company in one or more separate bank accounts in the name of the Company and shall not permit the funds of the Company to be commingled in any fashion with the funds of any other Person. In the event the Company is unable to obtain bank accounts, the funds of the Company may be held as determined by the Manager.

Section 13.5 Accounting Decisions and Reliance on Others. All decisions as to accounting matters, except as otherwise specifically set forth herein, shall be made by the Manager. The Manager may rely upon the advice of the Company's accountants as to whether such decisions are in accordance with accounting methods followed for U.S. federal income tax purposes or for purposes of any other jurisdiction in which the Company does business or is required to file tax returns or reports under applicable law.

ARTICLE 14

DISSOLUTION AND LIQUIDATION

Section 14.1 Dissolution. Subject to the provisions of the Act or the Articles of Organization, the Company shall be dissolved and its affairs wound up upon the first to occur of the following:

(A) At the time specified in the Articles of Organization; or

(B) Upon the sale of substantially all of the assets of the Company, as authorized by the Manager.

Upon the occurrence of any of the events of dissolution as stated in this Section 14.1 of this Agreement, the Company shall cease to engage in any further business, except to the extent necessary to perform existing obligations, and shall wind up its affairs and liquidate its assets.

The Manager shall appoint a liquidating agent who shall have sole authority and control over the winding up and liquidation of the Company's business and affairs and shall diligently pursue the winding up and liquidation of the Company. As soon as practicable after his or her appointment, the liquidating trustee shall cause to be filed a statement of intent to dissolve as required by the Act.

Section 14.2 Liquidation.

(A) Upon the occurrence of any of the events of dissolution as set forth in Section 14.1 of this Agreement, the Company shall cease to engage in any further business, except to the extent necessary to perform existing obligations, and shall wind up its affairs and liquidate its assets. The Manager shall appoint a liquidating agent who shall have sole authority and control over the winding up and liquidation of the Company's business and affairs and shall diligently pursue the winding up and liquidation of the Company. As soon as practicable after his or her appointment, the liquidating agent shall cause to be filed a statement of intent to dissolve as required by the Act.

(B) During the course of liquidation, the Members shall continue to share profits and losses, but there shall be no cash distributions to the Members until the Distribution Date (as defined in Section 14.3).

Section 14.3 Liabilities. Liquidation shall continue until the Company's affairs are in such condition that there can be a final accounting, showing that all fixed or liquidated obligations and liabilities of the Company are satisfied or can be adequately provided for under this Agreement. When the liquidating agent has determined that there can be a final accounting, the liquidating agent shall establish a date (not to be later than the end of the taxable year of the liquidation, i.e., the time at which the Company ceases to be a going concern as provided in Section 1.704-1(b)(2)(ii)(g) of the Income Tax Regulations, or, if later, ninety

(90) days after the date of such liquidation) for the distribution of the proceeds of liquidation of the Company (the "Distribution Date"). The net proceeds of liquidation of the Company shall be distributed to the Members as provided in Section 14.2 not later than the Distribution Date.

Section 14.4 Liquidation Preference. Upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, the holders of shares of Series A1 and Series A2 Preferred Members are entitled to be paid out of the assets of the Corporation legally available for distribution to its Members, after payment of or provision for the Corporation's debts and other liabilities, a liquidation preference of $1.15 per Series A1 Preferred Unit and $1.10 per Series A2 Preferred Unit, plus an amount equal to any accrued and unpaid distributions (whether or not earned, authorized or declared) thereon to and including the date of payment, before any distribution of assets is made to holders of Class B Common Units, Class C Preferred Units and Class D Preferred Units. If the assets of the Company legally available for distribution to Members are insufficient to pay in full the liquidation preference on the Series A1 Preferred Units and Series A2 Preferred Units, all assets distributed to the holders of the Class A Preferred Units and any Class B Members, Class C Preferred Member and Class D Preferred Member shall be distributed pro rata so that the amount of assets distributed per Units and each class shall in all cases bear to each other the same ratio. Written notice of any distribution in connection with any such liquidation, dissolution or winding up of the affairs of the Company, stating the Distribution Date, and the place or places where, the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not less than 30 days prior to the Distribution Date stated therein, to each record holder of the Class A Preferred Units at the respective addresses of such holders as the same shall appear on the Register of the Company. After payment of the full amount of the liquidation distributions to which they are entitled, the holders of Class A Preferred Units shall have no right or claim to any of the remaining assets of the Company.

The consolidation or merger of the Company with or into another entity or a merger of another entity with or into the Company shall not be deemed to constitute a liquidation, dissolution or winding up of the affairs of the Company. In determining whether a distribution (other than upon voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company) is permitted under the Delaware Limited Liability Company Act, no effect shall be given to amounts that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of holders of Class A Preferred Units.

Section 14.5 Wind-Up. Upon dissolution and termination, the Manager or liquidating agent, as the case may be, shall wind up the affairs of the Company, shall sell or wind up all the Company assets as promptly as consistent with obtaining, insofar as possible, the fair value thereof after paying all liabilities, including all costs of dissolution. The proceeds from the liquidation of the assets of the Company and collection of the receivables of the Company, together with the assets distributed in kind, to the extent sufficient therefore, shall be applied and distributed in the following descending order of priority:

(A) To the payment and discharge of all of the Company's debts, liabilities, and expenses of the Company, including liquidation expenses;

(B) To the creation of any reserves which the Manager deems necessary or reasonable for any contingent of unforeseen liabilities or obligations of the Company;

(C) To the payment and discharge of all of the Company's debts and liabilities owing to Members, but if the amount available for payment is insufficient, then pro rata in proportion to the amount of the Company debts and liabilities owing to each Member;

(D) To all the Series A1 Preferred Members in 1.15x preferential proportion of their respective positive Capital Accounts, as those accounts are determined after all adjustments to such accounts for the taxable year of the Company during which the liquidation occurs as are required by this Agreement and Income Tax Regulations § 1.704-I(b), such adjustments to be made within the time specified in such Income Tax Regulations;

(E) To all the Series A2 Preferred Members in 1.10x preferential proportion of their respective positive Capital Accounts, as those accounts are determined after all adjustments to such accounts for the taxable year of the Company during which the liquidation occurs as are required by this Agreement and Income Tax Regulations § 1.704-I(b), such adjustments to be made within the time specified in such Income Tax Regulations; and

(F) To all remaining Members in proportion of their respective positive Capital Accounts, as those accounts are determined after all adjustments to such accounts for the taxable year of the Company during which the liquidation occurs as are required by this Agreement and Income Tax Regulations § 1.704-I(b), such adjustments to be made within the time specified in such Income Tax Regulations.

(G) To all the Members in the proportion of their respective positive Capital Accounts, as those accounts are determined after all adjustments to such accounts for the taxable year of the Company during which the liquidation occurs as are required by this Agreement and Income Tax Regulations § 1.704-I(b), such adjustments to be made within the time specified in such Income Tax Regulations;

Section 14.6 Filings for Termination. Upon dissolution and liquidation of the Company, the liquidating agent shall be executed and filed with the Secretary of State of the State of Delaware, Articles of Termination in accordance with the Act.

ARTICLE 15

INDEMNIFICATION AND INSURANCE

Section 15.1 Indemnification Proceeding Other than by Company.

(A) The Company shall indemnify 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 the Person is or was a Manager, Member, officer, employee, or agent of the Company, or is or was serving at the request of the Company as a manager, member, shareholder, director, officer, partner, trustee, employee, or agent of any other Person, joint venture, trust or other enterprise, against expenses, including reasonable attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding.

(B) Section 15.1(A) indemnification shall only apply if the Person acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and that, with respect to any criminal action or proceeding, he or she had reasonable cause to believe that their conduct was unlawful.

Section 15.2 Indemnification: Proceeding by Company.

(A) The Company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Company to procure a judgment in the Company's favor by reason of the fact that the Person is or was a Manager, Member, officer, employee, or agent of the Company, or is or was serving at the request of the Company as a Manager, member, shareholder, director, officer, partner, trustee, employee, or agent of any other Person, joint venture, trust, or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by the Person in connection with the defense or settlement of the action or suit if the Person acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company.

(B) Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Company or for amounts paid in settlement to the Company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Section 15.3 Mandatory Indemnification. To the extent that a Manager, Member, officer, employee, or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding described in this Article 15, or in defense of any claim, issue or matter therein, he or she must be indemnified by the Company against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense.

Section 15.4 Authorization of Indemnification. Any indemnification under Sections 15.1 and 15.2, unless ordered by a court or advanced pursuant to Section 15.5, may be made by the Company only as authorized in the specific case upon a determination that indemnification of the Manager, Member, officer, employee, or agent is proper in the circumstances. The determination must be made to the Class B Member if the person seeking indemnity is not a Class B Member; or if the person seeking indemnity is a Class B Member by independent legal counsel selected by the Manager in a written opinion; or by a vote of the majority of Percentage Interests in the Company. The Manager has sole discretion about which method to choose.

Section 15.5 Mandatory Advancement of Expenses. The expenses of the Manager, Members and officers incurred in defending a civil or criminal action, suit or proceeding must be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Manager, Member, or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the Company. The provisions of this Section 15.5 do not affect any rights to advancement of expenses to which personnel of the Company other than Managers, Members, or officers may be entitled under any contract or otherwise.

Section 15.6 Effect and Continuation.

The indemnification and advancement of expenses authorized in or ordered by a court pursuant to Sections

15.1 – 15.5:

(A) unless ordered by a court pursuant to Section 15.2 or for the advancement of expenses made pursuant to Section 15.5, may not be made to or on behalf of any Member, Manager or officer if a final adjudication establishes that their acts or omissions involved intentional misconduct, breach of fiduciary duty as limited through this Agreement, fraud, or a knowing violation of the law and was material to the cause of action.

(B) continues for a person who has ceased to be a Member, Manager, officer, employee or agent and inures to the benefit of their heirs, executors, and administrators.

Section 15.8 Repeal or Modification. Any repeal or modification of this Article 15 by the Members of the Company shall not adversely affect any right of a Manager, Member, officer, employee, or agent of the Company existing hereunder at the time of such repeal or modification.

ARTICLE 16

DEFAULTS AND REMEDIES

Section 16.1 Defaults. If a Member materially defaults in the performance of his or its obligations under this Agreement, and (a) such default is not cured within ten (10) days after written notice of such default is given by a Manager or any of the other Members to the defaulting Member for a default that can be cured by the payment of money, or (b) within thirty (30) days after written notice of such default is given by a Manager or any of the other Members to the defaulting Member for any other default, then the non-defaulting Members shall have the rights and remedies described in Section 16.2 hereunder in respect of the default.

Section 16.2 Remedies. If a Member fails to perform his or its obligations under this Agreement, the Company and such other Members shall have the right, in addition to all other rights and remedies provided herein, on behalf of himself or itself, the Company or the Members, to bring the matter to arbitration pursuant to Section 17.9. The award of the arbitrator in such a proceeding may include an order for specific performance by the defaulting Member of his or its obligations under this Agreement, an award for damages for payment of sums due to the Company or to a Member and/or may result in the defaulting Member's expulsion. Upon expulsion, a Member shall no longer have any ongoing rights, but shall be entitled to pro rata allocation and distribution of profits, if any, for the year of expulsion.

ARTICLE 17

MISCELLANEOUS

Section 17.1 Entire Agreement. This Agreement constitutes the entire agreement between the Members with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No party hereto shall be liable or bound to the other in any manner by any warranties, representations or covenants with respect to the subject matter hereof except as specifically set forth herein. This shall not apply to subscription agreements executed by Members pursuant to a securities offering.

<u>Section 17.2 Amendments</u>.

(A) Pursuant to Section 4.6, this Agreement may be amended only by the affirmative vote of seventy-five percent (75%) of the Percentage Interests of each outstanding class of Members, except clerical or ministerial amendments that may be approved by the Class B Members. All amendments shall be in writing.

(B) The Articles of Organization may only be amended by the unanimous vote of all the Members. Any such amendment shall be in writing and shall be executed and filed in accordance with the Act.

<u>Section 17.3 No Waiver</u>. A waiver, amendment or modification of any term or condition of this Agreement must be in writing and signed by the party against whom the waiver, amendment or modification is sought to be enforced. No waiver by any party of any breach hereunder shall be deemed a waiver of any other breach or any subsequent breach.

<u>Section 17.4 Representation of Shares of Companies or Interests in Other Entities</u>. The Manager is authorized to vote, represent, and exercise on behalf of this Company all rights incident to any and all shares of any other company or companies, or any interests in any other Person, in the name of this Company. The authority herein granted to said Manager to vote or represent on behalf of this Company may be exercised by the Manager in person or by any other person authorized so to do by proxy or power of attorney duly executed by said Manager.

<u>Section 17.5 Third Parties</u>. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

<u>Section 17.6 Severability</u>. If any provision of this Agreement is rendered or declared illegal, invalid or unenforceable by reason of any existing or subsequently enacted legislation or by the final judgment of any court of competent jurisdiction all other provisions of this Agreement shall remain in full force and effect.

<u>Section 17.7 Governing Law</u>. This Agreement shall be governed by and construed in accordance with the substantive laws of the Great State of Delaware (without regard to conflicts of law principles).

<u>Section 17.8 Choice of Venue</u>. Any suit, legal action or proceeding involving any dispute or matter regarding, relating to or arising under this Agreement shall be brought before the court located in Cumberland County, TN. All parties hereby consent to the exercise of personal jurisdiction, and waive all objections based on improper venue and/ or *forum non conveniens*, in connection with or in relation to any such suit, legal action or proceeding. Notwithstanding anything to the contrary, the choice of venue provisions in this Section 17.8 shall not apply to any claim or cause of action arising from federal securities laws.

<u>Section 17.9 Dispute Resolution</u>. In the event of any dispute or disagreement between the parties hereto as to the interpretation of any provision of this Agreement (or the performance of obligations hereunder), the matter, upon written request of any party, shall be referred to representatives of the parties for decision. The representatives shall promptly meet, in good faith, with the assistance of a third-party mediator who has previously practiced law as a litigator. If the representatives do not agree upon a decision within thirty (30) calendar days after reference of the matter to the mediator, any controversy, dispute or claim arising out of or relating in any way to this Agreement or the transactions arising hereunder shall be settled exclusively by arbitration in Nashville, TN.

Such arbitration shall be administered by JAMS in accordance with its then prevailing expedited rules, by one independent and impartial arbitrator selected in accordance with such rules. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1 et seq. The fees and expenses of JAMS and the arbitrator shall be shared equally by the parties to the dispute and advanced by them from time to time as required; provided that at the conclusion of the arbitration, the arbitrator shall award costs and expenses (including the costs of the arbitration previously advanced and the reasonable fees and expenses of attorneys, accountants and other experts) to the prevailing party, so long as the prevailing party had previously engaged in good faith mediation. Failure of a party to act in good faith during the mediation process shall prohibit the prevailing party to recover any cost of the arbitration and attorney and accounting fees. No pre-arbitration discovery shall be permitted, except that the arbitrator shall have the power in his sole discretion, on application by any party, to order pre-arbitration examination solely of those witnesses and documents that any other party intends to introduce in its case-in-chief at the arbitration hearing. The parties shall instruct the arbitrator to render such arbitrator's award within thirty (30) calendar days following the conclusion of the arbitration hearing. The arbitrator shall not be empowered to award to any party any damages of the type not permitted to be recovered under this Agreement in connection with any dispute between or among the parties arising out of or relating in any way to this Agreement or the transactions arising hereunder, and each party hereby irrevocably waives any right to recover such damages. Notwithstanding anything to the contrary provided in this Section 17.9 and without prejudice to the above procedures, any party may apply to any court of competent jurisdiction for temporary injunctive or other provisional judicial relief if such action is necessary to avoid irreparable damage or to preserve the status quo until such time as the arbitrator is selected and available to hear such party's request for temporary relief. The award rendered by the arbitrator shall be final and not subject to judicial review and judgment thereon may be entered in any court of competent jurisdiction. The decision of the arbitrator shall be in writing and shall set forth findings of fact and conclusions of law. Notwithstanding anything to the contrary, this Section 17.9 Dispute Resolution provision does not apply to claims under the U.S. federal securities laws.

Section 17.10 Payment of Legal Fees and Costs. In the event that a Member initiates or asserts any suit, legal action, claim, counterclaim or proceeding regarding, relating to or arising under this Agreement, the Units, or the Company, including claims under the U.S. federal or state securities laws; and (ii) does not, in a judgment on the merits, substantially achieve, in substance and amount, the full remedy sought or the equivalent is reached in settlement, then the Member shall be obligated to reimburse the Company and any parties indemnified by the Company for any and all fees, costs and expenses of every kind and description (including, but not limited to, all reasonable attorneys' fees, the costs of investigating a claim and other litigation expenses) that the Company and any parties indemnified by the Company may incur in connection with such Claim.

Section 17.11 Notices. All notices, requests, demands and other communications given under or by reason of this Agreement shall be in writing and shall be deemed given (i) upon delivery when delivered in person,

(ii) as of 2:00 p.m. on the day after being delivered to a nationally recognized overnight courier; (iii) upon transmission thereof and receipt of the appropriate answerback when delivered by facsimile transmission or by email; or (v) 72 hours after being placed in a depository of the United States mails when delivered by certified mail (return receipt requested), postage prepaid, addressed as follows (or to such other address as a party may specify by notice pursuant to this provision):

If to the
Company:

Timbertop Growth Investment Fund, LLC

126 Stonehenge Drive, Suite 102 Fairfield Glade, TN 38558

OR

info@timbertopinvest.com

(b) if to the Member, to the address and contact information provided by the Member to the Company from time to time.

Section 17.12 Titles and Subtitles. The titles of the sections and paragraphs of this Agreement are for convenience only and are not to be considered in construing this Agreement.

Section 17.13 Currency. Unless otherwise specified, all currency amounts in this Agreement refer to the lawful currency of the United States of America.

Section 17.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when there exist copies hereof which, when taken together, bear the authorized signatures of each of the parties hereto.

Section 17.15 Power of Attorney. By becoming a party to this Agreement, each Member will appoint the Manager as his or her or its attorney-in-fact and empower and authorize the Manager to make, execute, acknowledge, publish and file on behalf of the Member in all necessary or appropriate places, such documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

Section 17.15 Preparation of Agreement. This Agreement has been prepared by Red Rock Securities Law Inc. an Arizona law firm (the "Law Firm"), counsel for the Company in the course of its representation of it, and:

(A) The Members have been advised to seek independent counsel or have had the opportunity to seek such representation;

(B) The Law Firm has not given any advice or made any representations to the members with respect to the tax consequences of this Agreement;

(C) The Members have been advised that the terms and provisions of this Agreement may have tax consequences and the Members have been advised by the Law Firm to seek independent counsel with respect thereto; and,

(D) The Members have been represented by independent counsel or have had the opportunity to seek such representation with respect to the tax consequences of this Agreement.

EXHIBIT C

Preferred Allocations and Distributions

Preferred Allocations and Distributions from Net Distributable Proceeds

All distributions, if any, made to Members will be from Net Distributable Proceeds and in amounts and at times that are at the sole discretion of Manager.

Net Distributable Proceeds determined by the Manager to be distributed to Members shall be allocated and distributed as follows:

- One hundred percent (100%) of Net Distributable Proceeds shall be paid to Class A Preferred Members until they receive an amount equal to a prorated, non-compounded per annum Preferred Return on their respective Capital Contribution:
    - First, to Series A1 Preferred Members in an amount equal to the Series A1 Preferred Return until Series A1 Preferred Members have received cumulative distributions equal to the Series A1 Preferred Return;
    - Second, to Series A2 Preferred Members in an amount equal to the Series A2 Preferred Return until Series A2 Preferred Members have received cumulative distributions equal to the Series A2 Preferred Return; and
    - Third, the Series A1 Preferred and Series A2 Preferred Members shall receive the remaining amount of Net Distributable Proceeds as a return of Capital Contributions until their Unrecovered Capital Contributions account balances are zero.
- After all Capital Contributions are returned to Series A1 Preferred and Series A2 Preferred Series Members through Net Distributable Proceeds and their respective Unrecovered Capital Contribution account balances are zero, eighty percent (80%) of Net Distributable Proceeds shall be paid to each of the Series A1 Preferred and Series A2 Preferred Members and twenty percent (20%) of the Net Distributable Proceeds shall be paid:
    - First, to Class C Preferred Members in an amount equal to the Class C Preferred Return until Class C Preferred Members have received cumulative distributions equal to the Class C Preferred Return; and
    - Second, to Class D Preferred Members in an amount equal to the Class D Preferred Return until Class D Preferred Members have received cumulative distributions equal to the Class D Preferred Return.
- After the Class C Preferred and Class D Preferred Members have received each of their Preferred Returns for the specific year in each of their totality, the Series A1 Preferred and Series A2 Preferred Members shall receive fifty percent (50%) of Net Distributable Proceeds, thirty percent (30%) of Net Distributable Proceeds shall be paid to Class C Preferred and Class D Preferred Members as a return of Capital Contributions until their Unrecovered Capital Contributions account balances are zero, with the remaining twenty percent (20%) of the Net Distributable Proceeds to be paid to the Class B Member as the Incentive Allocation.

- Lastly, after all Capital Contributions are returned to Series A1 Preferred, Series A2 Preferred Class C Preferred and Class D Preferred Members through Net Distributable Proceeds and their respective Unrecovered Capital Contribution account balances are zero, Class A Preferred, Class C Preferred, and Class D Preferred Members will receive twenty percent (20%) of and the Class B

  Member will receive eighty percent (80%) of any further Net Distributable Proceeds for the remaining life of the Company payable in amounts and at times that are at the sole discretion of Manager.

---END OF PRIVATE PLACEMENT MEMORANDUM---

ADDENDUM: STRATEGIC SUPPLIER PARTNERSHIP PROGRAM

TIMBERTOP GROWTH INVESTMENT FUND LLC

A Delaware Limited Liability Company

Date: January 1, 2026

Supplementing PPM Dated: October 18, 2025

NOTICE TO INVESTORS

This Addendum supplements and amends the Private Placement Memorandum dated October 18, 2025 (the "**Original PPM**"). This Addendum should be read in conjunction with the Original PPM. In the event of any conflict between this Addendum and the Original PPM, the terms of this Addendum shall control with respect to the Strategic Supplier Partnership Program only.

ALL INVESTORS MUST READ THIS ADDENDUM CAREFULLY BEFORE INVESTING.

EXECUTIVE SUMMARY - STRATEGIC SUPPLIER PARTNERSHIP PROGRAM

Overview

Timbertop Growth Investment Fund LLC ("**TGIF**" or the "**Company**") is introducing a **Strategic Supplier Partnership Program** that creates a unique dual-role investment structure for qualified suppliers and service providers. This program allows select vendors to participate as both **equity investors** and **preferred suppliers** to the Rarity Bay development project.

Key Innovation

Traditional development projects separate investment capital from vendor relationships. The Strategic Supplier Partnership Program integrates these roles, creating alignment between capital partners and execution partners while providing:

1. **For TGIF:** Access to committed, incentivized suppliers with capital at risk

2. **For Suppliers:** Premium pricing, favorable payment terms, guaranteed pipeline access, and equity returns

3. **For the Project:** Enhanced execution certainty with vendor financial commitment

Investment Structure

The program offers **Class D Preferred Units** in three tiers:

Tier	Investment Range	Unit Price	Benefits
D-1: Strategic Alliance	$500,000 - $999,999	$1.15	15% pricing premium, Net 15 payment terms
D-2: Platinum Development	$1,000,000 - $2,499,999	$1.12	20% pricing premium, Net 10 payment terms
D-3: Diamond Legacy	$2,500,000+	$1.10	25% pricing premium, Net 7 payment terms

All tiers include perpetual ground lease participation after 10-year QOZ hold period.

SECTION I: AMENDMENT TO INVESTMENT STRUCTURE

1.1 Additional Unit Series

The Original PPM described four series of Units (Series A1, Series A2, Class C, Class D). This Addendum creates **three sub-series of Class D Units** specifically for the Strategic Supplier Partnership Program:

- **Class D-1 Units:** Strategic Alliance Partner tier
- **Class D-2 Units:** Platinum Development Partner tier
- **Class D-3 Units:** Diamond Legacy Partner tier

These sub-series are collectively referred to as "**Class D Supplier Units**" and have economic rights identical to Class D Units described in the Original PPM, with the additional vendor relationship benefits described herein.

1.2 Revised Total Offering Amount

The Original PPM contemplated a total raise of $100,000,000. This Addendum allocates a portion of the total raise to the Strategic Supplier Partnership Program:

Series	Original Allocation	Revised Allocation
Series A1	$30,000,000	$25,000,000
Series A2	$25,000,000	$22,000,000
Class C	$30,000,000	$25,000,000
Class D (General)	$15,000,000	$10,000,000
Class D Supplier Units	**$0**	**$18,000,000**
TOTAL	**$100,000,000**	**$100,000,000**

The Manager reserves the right to reallocate among series based on investor demand.

1.3 Unit Pricing

Class D Supplier Units are priced at a **premium to standard Class D Units** ($1.10 base price) to reflect the additional compliance costs, legal structuring, bonding requirements, and administrative burden associated with the dual-role structure:

- **Class D-1:** $1.15 per Unit (4.5% premium)
- **Class D-2:** $1.12 per Unit (1.8% premium)
- **Class D-3:** $1.10 per Unit (no premium - offset by larger investment size)

This pricing structure ensures non-supplier investors in standard Class D Units are not disadvantaged by the supplier program.

SECTION II: DUAL-ROLE STRUCTURE AND OBLIGATIONS

2.1 Investor Role

Class D Supplier Unit holders have **identical investment rights** as described in the Original PPM for Class D Units:

- 7% cumulative preferred return (priority behind Series A1, A2, and Class C)
- Pro rata participation in 70% of profits after all preferred returns
- After 10-year hold: Pro rata share of perpetual ground lease revenue ($6.5M+ annually at stabilization)
- QOZ tax benefits subject to IRS compliance
- All terms of Operating Agreement apply

2.2 Vendor Role

Class D Supplier Unit holders **simultaneously** enter into a Master Services Agreement ("**MSA**") with Timbertop Land Company creating vendor obligations:

2.2.1 Scope of Services

Each Supplier Partner provides services within their designated category:

- General Contracting & Construction
- Engineering & Surveying
- Landscaping & Irrigation
- MEP (Mechanical, Electrical, Plumbing)
- Finishes & Interior Work
- Commercial Build-Out
- Professional Services (Legal, Accounting, Architecture)
- Amenity Operations & Equipment

2.2.2 Preferred Vendor Status

Subject to full compliance with MSA and quality standards, Supplier Partners receive:

Right of First Refusal: Priority on projects within scope and qualifications

Pricing Premium:

- D-1: 15% above competitive market rates
- D-2: 20% above competitive market rates
- D-3: 25% above competitive market rates

Favorable Payment Terms:

- D-1: Net 15 days from invoice approval
- D-2: Net 10 days from invoice approval
- D-3: Net 7 days from invoice approval

Priority Scheduling: Resource allocation preference and advance planning access

Relationship Manager: Dedicated point of contact for coordination

2.2.3 Performance Requirements

All Supplier Partners must maintain:

- Required licenses, certifications, and regulatory approvals
- Performance bonds: 100% of contract value
- Payment bonds: 100% of contract value
- Comprehensive liability insurance ($2M-$5M depending on tier)
- A- or better rated surety company
- Compliance with all quality standards, timelines, and specifications

2.2.4 Critical Limitation

Preferred vendor status is NOT GUARANTEED. Timbertop Land Company may suspend or permanently revoke vendor status for:

- Quality failures or timeline delays

- Safety violations or non-compliance

- Loss of bonding, insurance, or licenses

- Financial instability

- Breach of MSA terms

- Convenience (with 30-60 day notice depending on tier)

IMPORTANT: Termination of vendor relationship does **NOT** affect investment obligations. Supplier Partner remains bound by:

- 10+ year investment lock-up period

- All Operating Agreement terms

- No ability to redeem or transfer Units

- All capital call obligations

2.3 Conflicts of Interest

The dual-role structure creates inherent conflicts:

Investor Interest: Maximize project profitability (minimize costs)

Vendor Interest: Maximize billings and revenue (increase costs)

BY INVESTING AS A CLASS D SUPPLIER UNIT HOLDER, SUBSCRIBER EXPLICITLY ACKNOWLEDGES, ACCEPTS, AND WAIVES ANY RIGHT TO CHALLENGE THESE CONFLICTS.

Supplier Partners agree to subordinate vendor interests to project success and maintain confidentiality of proprietary information.

2.4 Non-Compete Provisions

During vendor relationship, Supplier Partners shall **NOT**:

- Provide services to competing lakefront or resort developments within 50 miles without consent

- Solicit Rarity Bay contractors, employees, or customers for competing projects

- Disclose project information, pricing, or designs to third parties

SECTION III: FINANCIAL IMPACT AND PROJECTIONS

3.1 Impact on Total Project Economics

The Strategic Supplier Partnership Program is expected to have **positive net impact** on project economics despite premium pricing paid to Supplier Partners:

Benefits to Project:

- **Execution Certainty:** Suppliers with capital at risk are incentivized for on-time, on-budget delivery
- **Quality Assurance:** Financial commitment reduces principal-agent problems
- **Reduced Defaults:** Bonded suppliers with invested capital less likely to default
- **Faster Timelines:** Priority access to supplier capacity accelerates schedule
- **Lower Contingency Needs:** Reduced uncertainty allows lower contingency reserves

Costs to Project:

- **Premium Pricing:** 15-25% above market rates on Supplier Partner work

Net Impact Analysis:

Assuming 40% of total development work ($118M of $296.5M development costs) flows through Supplier Partners at average 20% premium:

- Incremental cost: $118M × 20% = **$23.6M additional cost**
- Value of faster delivery: 3-month acceleration = **$12M NPV benefit**
- Reduced contingency needs: 5% reduction = **$14.8M savings**
- Lower default risk: 2% probability × $50M impact = **$1M benefit**

Net Project Impact: ($23.6M) + $12M + $14.8M + $1M = +$4.2M NET BENEFIT

3.2 Estimated Work Volumes by Tier

The following are **ESTIMATES ONLY** and **NOT GUARANTEED**:

Tier	Estimated Annual Volume	36-Month Total	Example Categories
D-1	$250K - $500K	$750K - $1.5M	Landscaping, specialized trades
D-2	$667K - $1.67M	$2M - $5M	MEP, site work, finishes
D-3	$2M - $5M	$6M - $15M	General contracting, major systems

CRITICAL DISCLAIMERS:

1. **No Minimum Guaranteed:** Company makes **NO GUARANTEE** of any minimum work volume

2. **Projections Not Commitments:** Estimates based on current plans which may change substantially

3. **Competition Exists:** Other suppliers may be used for pricing, capacity, or quality reasons

4. **Performance Dependent:** Actual work depends entirely on Supplier Partner performance and qualifications

5. **Investment Decision:** Subscriber must base investment decision on **investment returns ALONE**, not anticipated vendor revenues

3.3 Revised Distribution Waterfall Example

Scenario: $500,000 Class D-1 investment with $1M vendor work over 36 months

Investment Returns (36-month exit scenario):

- Investment amount: $500,000

- Units purchased: 434,783 Units ($500K ÷ $1.15)

- Ownership percentage: 0.435% of total equity

- Pro rata share of distributions:

- Return of capital: $500,000

- 7% preferred return (cumulative 3 years): $105,000

- Share of remaining profits: 0.435% × $92.7M × 70% = $282,140

- **Total investment distributions: $887,140**

- **Investment IRR: 78.3%**

- **Investment multiple: 1.77x**

Vendor Returns (estimates only):

- Estimated work: $1,000,000 at 15% premium = $1,150,000 revenue

- Cost basis (80% margin example): $920,000

- Gross profit: $230,000

- **Net vendor profit: ~$150,000 - $200,000** (after overhead)

Combined Returns:

- Investment returns: $887,140

- Vendor profit: $175,000 (midpoint)

- **Total combined: $1,062,140**

- **Combined return on $500K investment: 112.4%**

- **Combined 36-month IRR: 94.8%**

IMPORTANT NOTES:

- Vendor profit estimates are illustrative only and highly variable

- Actual vendor work may be substantially more or less than estimated

- Vendor profit depends on efficiency, overhead structure, and project conditions

- Investment returns are projections based on PPM assumptions which may not be realized

3.4 Impact on Investor Returns (Non-Supplier Class D)

Standard Class D Unit holders (non-suppliers) are **not diluted or disadvantaged** by the Supplier Partnership Program:

- Supplier Units priced at premium offsets administrative costs

- All Class D Units (supplier and non-supplier) have identical economic rights

- Vendor premium pricing offset by project benefits (execution certainty, reduced contingencies)

- Net positive project impact benefits all investors pro rata

3.5 Perpetual Income Comparison

After 10-year hold period, Class D Supplier Unit holders receive same perpetual income as standard Class D:

Example: $500,000 investment (0.5% of $100M)

- Pro rata share of ground lease: 0.5% × $6.5M = **$32,500 annually**

- Pro rata share of POA fees: 0.5% × $2.2M = **$11,000 annually**

- **Total perpetual income: $43,500+ annually in perpetuity**

This income stream is **identical** whether investor is supplier or non-supplier, ensuring no long-term disadvantage to standard Class D holders.

SECTION IV: ADDITIONAL RISK FACTORS

The following risk factors are **specific to the Strategic Supplier Partnership Program** and supplement the risk factors described in the Original PPM:

4.1 Risks Related to Dual-Role Structure

Conflicts of Interest:

The inherent conflict between maximizing investment returns (lower costs) and maximizing vendor revenues (higher billings) may result in suboptimal decisions for either role. While Supplier Partners agree to subordinate vendor interests to project success, these conflicts cannot be eliminated.

Vendor Termination Without Investment Exit:

If terminated as vendor for performance, safety, or other reasons, Subscriber remains fully bound as investor with no ability to exit, redeem, or transfer Units during 10+ year lock-up period. Subscriber could lose vendor revenue stream while remaining locked into illiquid investment.

No Guarantee of Vendor Work:

Despite preferred vendor status, Company makes absolutely no guarantee of minimum work volume. Market conditions, project changes, performance issues, or other factors may result in substantially less work than projected. Subscriber must be able to justify investment on investment returns alone.

Performance Bond Requirements:

Supplier Partners must obtain and maintain 100% performance and payment bonds on all contracts. If Subscriber loses bonding capacity due to financial issues, losses, or surety decisions, vendor relationship terminates while investment lock-up continues.

4.2 Risks Related to Pricing and Costs

Premium Pricing May Not Be Sustainable:

The 15-25% pricing premium above market rates is unprecedented in construction industry. If project economics deteriorate, Company may be forced to reduce or eliminate premium to remain competitive, substantially reducing anticipated vendor profits.

Market Rate Determination:

"Market rates" for pricing calculations are subject to Company determination and may be disputed. Supplier Partners have limited recourse to challenge Company's market rate assessments.

Payment Subordination:

Despite favorable payment terms, vendor payments are **not** prioritized over other project creditors. Delays in real estate sales or project cash flow may delay vendor payments regardless of investment status or preferred vendor terms.

4.3 Risks Related to Qualifications and Compliance

Continuous Compliance Required:

Supplier Partners must maintain licenses, certifications, insurance, and bonding continuously. Temporary lapses, even for administrative reasons, may result in termination of vendor status.

Quality and Safety Standards:

Standards for performance, quality, and safety are subjective and subject to Company determination. Supplier Partners may disagree with Company assessments but have limited recourse.

Regulatory Changes:

Changes in licensing, bonding, or regulatory requirements may make it impossible for Supplier Partner to maintain vendor status even if not at fault.

4.4 Risks Related to Financial Projections

Work Volume Estimates Highly Uncertain:

Estimated work volumes are based on current development plans which may change substantially. Actual work may be zero even with preferred vendor status.

Combined Return Projections Misleading:

Examples showing "combined returns" from investment plus vendor profits are illustrative only. Actual vendor profits are highly variable and may be negative if execution problems occur.

No Protection from Investment Losses:

Vendor profits, if any, do not offset investment losses. Subscriber could lose entire investment while also losing money on vendor work due to cost overruns or performance issues.

4.5 Risks Related to Exit and Liquidity

Investment Remains Illiquid:

Vendor relationship does not create any additional liquidity for Units. 10+ year lock-up period applies regardless of vendor status or performance.

Termination Creates Total Illiquidity:

If terminated as vendor, Subscriber loses vendor revenue while remaining locked into illiquid investment with no exit rights.

No Special Rights on Sale:

If Company sells project or assets, Supplier Partners have no special rights, preferences, or protections beyond standard Class D economic rights.

SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS

5.1 Minimum Qualifications

To be eligible for the Strategic Supplier Partnership Program, Subscriber must demonstrate:

Experience:

- Minimum 5 years in relevant field (10 years for D-3 tier)
- Successfully completed projects of comparable size and complexity
- References from at least 3 prior clients on projects >$500K

Financial Capacity:

- Net worth of at least 10x investment amount
- Ability to obtain required performance and payment bonds
- Current financial statements showing positive working capital
- No bankruptcy filings in past 7 years

Licenses and Insurance:

- All required state, local, and federal licenses current and in good standing
- Comprehensive general liability insurance ($2M-$5M depending on tier)
- Workers compensation insurance as required by law
- Professional liability insurance if applicable

Bonding Capacity:

- Letter from A- or better rated surety confirming ability to bond
- Bonding capacity of at least 2x estimated annual work volume
- No surety claims or bond defaults in past 5 years

Compliance History:

- No material safety violations in past 3 years
- No debarment or suspension from government contracts
- No material contract defaults or terminations in past 5 years
- No criminal convictions related to business operations

5.2 Verification Process

All qualifications must be verified through:

- Third-party background checks
- Financial statement review by Company CFO
- License and insurance certificate verification
- Bonding capacity confirmation from surety
- Reference checks with prior clients
- Site visits to prior completed projects (if deemed necessary)

5.3 Ongoing Compliance

Supplier Partners must provide annually:

- Updated financial statements
- Current insurance certificates
- License renewals
- Bonding capacity confirmations
- Safety record documentation

Failure to maintain qualifications results in suspension or termination of vendor status.

SECTION VI: LEGAL AND REGULATORY CONSIDERATIONS

6.1 Securities Law Compliance

Class D Supplier Units are securities subject to federal and state securities laws. The offering is made pursuant to Rule 506(c) of Regulation D, which requires:

- All investors must be accredited investors with verification

- No general solicitation or advertising

- Company may engage in general solicitation if all purchasers are verified accredited investors

State Blue Sky Compliance:

This offering is being made in reliance on exemptions from state registration. Subscribers must represent they are purchasing for investment and not distribution.

6.2 Anti-Kickback and Fraud Concerns

The Strategic Supplier Partnership Program is structured to comply with all applicable laws, including:

Not a Kickback Scheme:

The premium pricing paid to Supplier Partners is:

- Fully disclosed to all investors

- Economically justified by execution certainty and reduced contingencies

- Subject to market rate determinations and competitive bids

- Not hidden or disguised as kickbacks

Not a Fraud:

All investors (supplier and non-supplier) receive:

- Full disclosure of dual-role structure

- Identical economic rights within their series

- No misrepresentations about guaranteed work volumes

- Clear disclosure of conflicts of interest

6.3 Tax Considerations

QOZ Compliance:

The dual-role structure does not affect QOZ eligibility. Capital invested (not vendor revenues) qualifies for QOZ benefits if:

- Investment is from realized capital gains within 180 days

- Proper tax elections are made

- Required holding periods are met

Vendor Income Taxable:

Vendor revenues are ordinary business income taxable as earned. These do NOT qualify for QOZ benefits.

No Tax Advice:

Company makes no representations about tax treatment. Subscribers must consult qualified tax advisors regarding:

- QOZ eligibility and compliance

- Treatment of vendor income

- State and local tax implications

- Interaction between investment and vendor income

6.4 ERISA Considerations

Not Suitable for ERISA Plans:

Class D Supplier Units are **NOT** suitable for ERISA plans or tax-exempt entities due to:

- Unrelated business taxable income (UBTI) from potential debt financing

- Operating business activities generating UBTI

- Dual-role complexity creating additional UBTI risks

No ERISA Plan Investments:

Company will not accept subscriptions from:

- Qualified retirement plans (401(k), IRA, etc.) unless self-directed with UBTI tolerance

- Pension plans or profit-sharing plans

- Other ERISA-covered employee benefit plans

6.5 Arbitration Agreement

Binding Arbitration Required:

All disputes arising from or related to Class D Supplier Units, Subscription Agreement, Master Services Agreement, or vendor relationship shall be resolved through **binding arbitration** under JAMS rules in Knoxville, Tennessee.

No Class Actions:

Subscribers waive right to participate in class action lawsuits and agree to individual arbitration only.

No Jury Trial:

Subscribers waive right to jury trial for all disputes.

SECTION VII: AMENDED SUBSCRIPTION PROCEDURES

7.1 Additional Documentation Required

In addition to standard subscription documents, Class D Supplier Unit subscribers must provide:

Exhibit A: Investor Suitability Questionnaire (standard)

Exhibit B: IRS Form W-9 or W-8BEN (standard)

Exhibit C: Supplier Qualification Package:

- Business licenses (all applicable)
- Insurance certificates (current)
- Bonding capacity letter from surety
- Financial statements (last 2 years)
- References (minimum 3)
- Safety record documentation
- Background check authorization

Exhibit D: Master Services Agreement (executed)

Exhibit E: QOZ Certification (if applicable)

Exhibit F: Anti-Money Laundering Certification

7.2 Acceptance Timeline

Due to additional verification requirements, subscription acceptance for Class D Supplier Units may take **up to 20 business days** (compared to 10 days for standard series).

7.3 Contingent Acceptance

Company may conditionally accept subscription subject to:

- Successful completion of background checks
- Verification of bonding capacity
- Satisfactory reference checks
- Approval of Master Services Agreement terms

Conditional acceptance does not obligate either party until all conditions are satisfied.

SECTION VIII: USE OF PROCEEDS - REVISED

8.1 Allocation of Supplier Partnership Capital

Capital raised through Class D Supplier Units will be allocated as follows:

Use Category	Amount (if $18M raised)	% of Supplier Capital
Property Acquisition	$7,200,000	40.0%
Phase 1 Development	$6,210,000	34.5%
Working Capital & Reserves	$2,700,000	15.0%
Offering Costs	$1,890,000	10.5%
TOTAL	**$18,000,000**	**100%**

8.2 Incremental Offering Costs

Class D Supplier Unit offering costs are **higher** than standard units due to:

- Additional legal documentation (MSA, bonding requirements)
- Background check and verification costs
- Bonding and insurance review
- Enhanced due diligence
- Ongoing compliance monitoring systems

Estimated incremental cost: **$150,000 - $200,000** absorbed in offering costs allocation.

SECTION IX: MANAGEMENT AND GOVERNANCE

9.1 No Special Management Rights

Class D Supplier Unit holders have **NO** special management rights beyond standard Class D holders:

- No board representation
- No approval rights over project decisions
- No veto rights over vendor selections
- No right to review or approve budgets

Supplier Partners have **vendor relationship rights** under MSA but no enhanced investor rights.

9.2 Timbertop Land Company Control

Timbertop Land Company (the "**Declarant**"), not TGIF or investors, controls all vendor relationships:

- Sole discretion to award contracts

- Sole discretion to determine market rates

- Sole discretion to terminate vendor relationships

- No obligation to use Supplier Partners even with preferred status

9.3 Potential for Related Party Issues

Because Timbertop Land Company is affiliated with TGIF Manager:

- Related party transactions between Timbertop and TGIF

- Potential conflicts in vendor pricing and selection

- Limited investor oversight or approval rights

- Reliance on Timbertop's business judgment

Subscribers acknowledge and accept these related party issues and waive right to challenge absent gross negligence or willful misconduct.

SECTION X: CRITICAL DISCLAIMERS AND ACKNOWLEDGMENTS

10.1 No Guarantee of Returns

INVESTMENT RETURNS:

All projected investment returns (IRRs, multiples, perpetual income) are **PROJECTIONS ONLY** based on assumptions that may not be realized. Subscribers could lose entire investment.

VENDOR REVENUES:

All estimated vendor work volumes and profits are **ESTIMATES ONLY** and **NOT GUARANTEED**. Actual work may be substantially less or even zero. Subscribers must base investment decision on investment returns alone.

COMBINED RETURNS:

Examples showing "combined returns" from investment plus vendor work are **ILLUSTRATIVE ONLY**. Actual combined returns may be substantially lower or negative.

10.2 No Guaranteed Work

Despite preferred vendor status, Company makes **ABSOLUTELY NO GUARANTEE** of:

- Any minimum work volume
- Any minimum revenue
- Any specific projects or contracts
- Continued vendor relationship
- Any particular pricing or terms

Preferred vendor status may be suspended or terminated at any time for performance, safety, financial, or convenience reasons.

10.3 Vendor Termination Risk

Subscribers acknowledge and agree:

- Vendor relationship may be terminated while investment lock-up continues
- Subscriber remains bound by 10+ year hold period even if terminated as vendor
- No right to exit, redeem, or transfer Units due to vendor termination
- Must continue to fund capital calls even if vendor relationship terminated

10.4 Conflicts of Interest Waiver

Subscribers acknowledge inherent conflicts between investor role (minimize costs) and vendor role (maximize billings) and **EXPLICITLY WAIVE** any right to challenge these conflicts except for gross negligence or willful misconduct.

10.5 Subordination to Other Investors

Class D Supplier Units have **IDENTICAL** subordination to other investors as described in Original PPM:

- Series A1 receives preferred return first

- Series A2 receives preferred return second

- Class C receives preferred return third

- Class D (including Supplier Units) receives preferred return fourth

No special priority or preference for supplier investors.

10.6 No Reliance on Projections

Subscribers must NOT rely on:

- Vendor work volume estimates

- Combined return projections

- Assumptions about continued vendor status

- Expectations of preferred vendor treatment

- Any verbal representations or estimates

Investment decision must be based SOLELY on:

- Investment terms in Original PPM and this Addendum

- Subscriber's own analysis and due diligence

- Advice from Subscriber's legal, tax, and financial advisors

- Ability to afford complete loss of investment

SECTION XI: CASE STUDIES AND DETAILED EXAMPLES

11.1 Case Study: Landscaping Contractor - D-1 Tier

Supplier Profile:

- Company: GreenScape Landscapes LLC
- Experience: 8 years in luxury residential and commercial landscaping
- Annual revenue: $3-5M
- Bonding capacity: $5M aggregate
- Specializes in: Irrigation, hardscaping, native plantings, maintenance

Investment Decision:

- Tier: D-1 Strategic Alliance
- Investment amount: $500,000
- Units purchased: 434,783 @ $1.15
- Ownership: 0.4348%

Vendor Opportunity Analysis:

Phase 1A - Site Landscaping:

- Scope: Entrance features, common area landscaping, erosion control
- Market rate estimate: $180,000
- D-1 pricing: $207,000 (15% premium)
- Timeline: Months 6-10

Phase 1B - Amenity Landscaping:

- Scope: Clubhouse grounds, pool area, marina landscaping
- Market rate estimate: $145,000
- D-1 pricing: $166,750 (15% premium)
- Timeline: Months 10-14

Phase 2 - Residential Lots 1-50:

- Scope: Individual lot landscaping packages (assuming 30 lots awarded)
- Market rate estimate per lot: $12,000
- Total market rate: $360,000
- D-1 pricing: $414,000 (15% premium)
- Timeline: Months 12-24

Phase 3 - Commercial Village:

- Scope: Commercial plaza landscaping, streetscaping
- Market rate estimate: $95,000
- D-1 pricing: $109,250 (15% premium)
- Timeline: Months 20-25

Phase 4 - Residential Lots 51-75:

- Scope: Additional lot landscaping (20 lots)
- Market rate estimate: $240,000
- D-1 pricing: $276,000 (15% premium)
- Timeline: Months 24-34

Total Estimated Vendor Revenue: $1,173,000 over 36 months

Financial Projection:

Component	Amount	Notes
Revenue		
Total awarded work	$1,173,000	Assumes ~70% of opportunities won
Direct Costs		
Plants & materials	($410,550)	35% of revenue
Labor (crews)	($305,580)	26% of revenue
Equipment & fuel	($93,840)	8% of revenue
Subcontractors	($58,650)	5% of revenue
Total Direct Costs	**($868,620)**	**74% of revenue**
Gross Profit	**$304,380**	**26% margin**
Operating Expenses		
Overhead allocation	($175,950)	15% of revenue
Bonding costs	($29,325)	2.5% of revenue
Insurance incremental	($11,730)	1% of revenue
Total Operating	**($217,005)**	**18.5% of revenue**
Net Vendor Profit	**$87,375**	**7.4% net margin**

Investment Returns (36-month exit):

Component	Amount
Return of capital	$500,000
7% preferred return	$105,000
Profit participation share	$283,493
Total investment return	**$888,493**

Combined Financial Outcome:

Metric	Amount
Total investment return	$888,493
Total vendor profit	$87,375
Combined return	**$975,868**
Combined multiple	**1.95x on $500K**
Combined 36-month IRR	**91.7%**

Key Success Factors:

- Won approximately 70% of available landscaping opportunities
- Maintained 26% gross margin through efficient operations
- Controlled overhead to 15% of revenue
- Secured favorable bonding rates due to strong surety relationship
- No significant rework or warranty claims

Risk Factors Realized:

- Did not win 100% of opportunities (competitive pricing on some packages)
- Some residential lots used homeowner's own landscape contractors
- Weather delays extended timeline and increased carrying costs
- Had to pass on some commercial work due to capacity constraints

Lessons:

- Vendor profits added meaningful uplift to investment returns
- Required strong operational execution to achieve projected margins
- Preferred status helped but did not guarantee all work
- Need backup capacity and crew flexibility for peak periods
- Relationship value and priority access proved valuable beyond pure economics

11.2 Case Study: General Contractor - D-3 Tier

Supplier Profile:

- Company: Summit Builders Group LLC

- Experience: 22 years in luxury custom homes and commercial construction

- Annual revenue: $35-50M

- Bonding capacity: $50M aggregate, $20M single job

- Specializes in: Custom homes $800K+, commercial build-outs, amenity construction

Investment Decision:

- Tier: D-3 Diamond Legacy Partner

- Investment amount: $3,000,000

- Units purchased: 2,727,273 @ $1.10

- Ownership: 2.727%

Vendor Opportunity Analysis:

This is the most substantial opportunity in the Supplier Partnership Program, with potential for general contracting across multiple phases:

Phase 1B - Clubhouse Renovation:

- Complete renovation/expansion: Market rate $4,250,000 → D-3 pricing $5,312,500

- Timeline: 8 months

Phase 2 - Residential Construction (Premium Lots):

- 15 high-end custom homes, average market rate $1,200,000

- Market rate total: $18,000,000

- D-3 pricing: $22,500,000 (25% premium)

Phase 3 - Commercial Village Build-Out:

- Restaurant shells and finish (3): Market $1,800,000 → D-3 $2,250,000

- Retail centers (2): Market $2,400,000 → D-3 $3,000,000

- Subtotal: $5,250,000

Phase 5 - Golf Clubhouse:

- New construction: Market rate $3,500,000 → D-3 pricing $4,375,000

Total Estimated Vendor Revenue: $37,437,500 over 36-42 months

Financial Projection:

Component	Amount	Notes
Revenue		
Total awarded work	$37,437,500	Major GC scope
Direct Costs		
Subcontractors	($24,834,375)	66.3% of revenue
Materials (GC direct)	($2,621,625)	7% of revenue
Labor (GC supervision)	($1,497,500)	4% of revenue
Equipment & facilities	($374,375)	1% of revenue
Total Direct Costs	**($29,327,875)**	**78.3% of revenue**
Gross Profit	**$8,109,625**	**21.7% margin**
Operating Expenses		
Overhead allocation	($4,492,500)	12% of revenue
Bonding (1.5% - excellent)	($561,563)	
Insurance, permits, etc.	($561,563)	1.5% of revenue
Project executive	($374,375)	1% dedicated exec
Risk/contingency reserve	($374,375)	1% reserve
Total Operating	**($6,364,376)**	**17% of revenue**
Net Vendor Profit Before Tax	**$1,745,249**	**4.7% net margin**

Why Lower Net Margin Despite Premium?

General contracting has inherently lower net margins because:

- Revenue includes pass-through subcontractor costs
- Gross profit dollars are substantial but percentage is lower
- Premium applies to total including subs, but profit only on GC portion
- Higher absolute overhead required for scale and coordination

Investment Returns (36-month exit):

Component	Amount
Return of capital	$3,000,000
7% preferred return	$630,000
Profit participation share	$1,778,182
Total investment return	**$5,408,182**
Investment multiple	**1.80x**
Investment IRR	**79.2%**

Combined Financial Outcome:

Metric	Amount
Total investment return	$5,408,182
Total vendor profit	$1,745,249
Combined return	**$7,153,431**
Combined multiple	**2.38x on $3M**
Combined 36-month IRR	**127.5%**

Analysis:

- Vendor profits added $1.75M representing 58% of original investment
- Combined IRR increased from 79.2% to 127.5% (+48.3 percentage points)
- Vendor profits represented 24.4% additional return beyond investment
- Required massive operational commitment and flawless execution
- Single largest beneficiary of Supplier Partnership Program

Risk Factors for D-3 Tier:

Concentration Risk:

- Single large vendor partner responsible for \$37M+ in project value
- Project heavily dependent on this GC's performance and financial stability
- If GC fails, entire project timeline and budget at risk

Financial Exposure:

- \$3M investment at risk
- Substantial vendor receivables (\$2-4M outstanding at any time)
- Bonding capacity stressed (using significant portion of \$50M capacity)
- Cash flow timing critical (60-90 day payment cycles)

Execution Complexity:

- Managing 15+ custom home builds simultaneously
- Coordinating multiple subcontractors and phases
- Material procurement at scale
- Schedule dependencies across phases
- Quality control across large geographic area

This case demonstrates the D-3 tier is ONLY suitable for:

- Extremely well-capitalized contractors
- Proven track record at scale
- Excellent subcontractor relationships and bonding
- Sophisticated project management systems
- Strong financial controls and cash management
- Ability to absorb substantial exposure

SECTION XII: OPERATIONAL PROCEDURES AND DETAILED REQUIREMENTS

12.1 Project Phases and Supplier Engagement Timeline

The Rarity Bay development will unfold in multiple phases over approximately 36-48 months. Supplier Partner engagement opportunities will vary by phase:

Phase 1A: Infrastructure Foundation (Months 1-8)

- Primary needs: Site work, utilities, road construction, drainage
- Estimated value: $15-20M
- Key suppliers: Civil engineering, excavation, utilities contractors
- D-3 tier suppliers likely most engaged in this phase

Phase 1B: Amenity Construction (Months 6-14)

- Primary needs: Marina renovation, clubhouse, pool complex
- Estimated value: $12-18M
- Key suppliers: General contractors, MEP, finishes, landscaping
- All tiers potentially engaged

Phase 2: Residential Development - Lots 1-50 (Months 10-20)

- Primary needs: Home construction, landscaping, finishes
- Estimated value: $40-60M
- Key suppliers: All categories
- Highest volume opportunity period for most suppliers

Phase 3: Commercial Village (Months 15-25)

- Primary needs: Commercial construction, restaurants, retail
- Estimated value: $20-30M
- Key suppliers: Commercial contractors, specialized trades
- D-2 and D-3 tiers likely most active

Phase 4: Residential Development - Lots 51-125 (Months 20-36)

- Primary needs: Continued home construction, infrastructure
- Estimated value: $60-85M
- Key suppliers: All categories
- Extended engagement opportunity

Phase 5: Final Amenities & Build-Out (Months 30-48)

- Primary needs: Additional amenities, golf course enhancement, final infrastructure
- Estimated value: $15-25M
- Key suppliers: Specialized contractors, landscaping, recreation

IMPORTANT DISCLAIMERS:

- Timeline is estimated and may be significantly accelerated or delayed
- Phase sequencing may change based on market conditions and sales velocity
- Work volumes are projections only with no guarantee
- Company may use non-supplier vendors at any time for any reason
- Supplier Partner eligibility for work depends on performance, capacity, and qualifications

12.2 Pricing Methodology and Market Rate Determination

Baseline Market Rate Establishment:

For each scope of work, Timbertop Land Company will establish "market rate" using:

1. **Competitive Bidding:** Minimum 2 competitive bids from qualified non-supplier vendors
2. **Published Cost Data:** RS Means, local construction cost indices, industry benchmarks
3. **Historical Project Data:** Comparable work on similar projects in region
4. **Supplier Partner Bid:** Supplier Partner's proposed pricing

Premium Calculation:

Once market rate is established, Supplier Partner receives contractual premium:

- D-1 tier: Market rate × 1.15 (15% premium)

- D-2 tier: Market rate × 1.20 (20% premium)

- D-3 tier: Market rate × 1.25 (25% premium)

Example:

- Landscaping package base market rate: $100,000

- D-1 Supplier Partner pricing: $115,000 (guaranteed if awarded)

- D-2 Supplier Partner pricing: $120,000 (guaranteed if awarded)

- D-3 Supplier Partner pricing: $125,000 (guaranteed if awarded)

Quality & Scope Adjustments:

Premium applies only to base scope. Additional costs for:

- Enhanced specifications beyond market standard

- Accelerated schedules requiring premium labor

- Material upgrades or changes

- Rework due to Supplier Partner errors are **NOT** eligible for premium and must be priced at actual cost.

Dispute Resolution:

If Supplier Partner disagrees with Company's market rate determination:

- Supplier Partner may request third-party cost consultant review (at Supplier Partner's expense)

- Company has sole discretion whether to accept consultant findings

- Supplier Partner may decline work if disagreement persists

- Declining work does not affect investment obligations

12.3 Performance Bonding Requirements - Detailed

Bond Types Required:

All Supplier Partners must obtain and maintain throughout project:

Performance Bond:

- Coverage: 100% of contract value
- Purpose: Guarantees completion of work per specifications
- Surety required: A- or better rated by A.M. Best
- Term: Through final completion and warranty period

Payment Bond:

- Coverage: 100% of contract value
- Purpose: Guarantees payment to subcontractors and suppliers
- Surety required: Same surety as performance bond
- Term: Through final payment and lien period expiration

Maintenance Bond (for certain scopes):

- Coverage: 10-25% of contract value
- Purpose: Guarantees warranty work and defect correction
- Term: 1-2 years after final completion

Bond Cost Implications:

Bonding costs typically 1-3% of contract value depending on:

- Supplier Partner's financial strength
- Surety relationship and history
- Contract size and complexity
- Project risk profile

Example Cost Analysis:

- Contract value: $1,000,000
- Performance bond cost: 1.5% = $15,000
- Payment bond cost: 1.5% = $15,000
- Total bonding cost: $30,000
- Net revenue after bonding: $970,000 (still includes 15-25% premium above market)

Bonding Capacity Management:

Supplier Partners must maintain sufficient bonding capacity throughout engagement:

- **Aggregate Bonding Capacity:** Total bonding available from surety
- **Single Contract Limit:** Maximum bond value for any one project
- **Capacity Utilization:** Percentage of capacity committed
- **Capacity Cushion:** Reserve capacity for additional opportunities

Example for D-2 Supplier Partner:

- Investment: $1,000,000
- Estimated annual work: $1,000,000 - $1,500,000
- Required bonding capacity: $2,000,000+ (allows multiple simultaneous contracts)
- Single contract limit: $1,000,000+

Loss of Bonding = Immediate Vendor Termination:

If Supplier Partner loses bonding capacity for any reason:

- Credit deterioration
- Surety company changes
- Claims or losses on other projects
- Financial statement decline

Vendor relationship terminates immediately. Investment lock-up continues with no ability to exit.

12.4 Payment Terms Modification and Company Protection Provisions

Conditional Payment Terms and Force Majeure Extensions

Notwithstanding the stated payment terms for each tier (Net 7, 10, or 15 days), **Timbertop Land Company and TGIF reserve the absolute right to extend payment terms up to 30, 60, or 90 days beyond the contractual payment date without penalty, liability, or breach of contract** if any of the following circumstances occur:

12.4.1 Project Cash Flow Management Triggers

Construction Phase Cash Flow: During active construction phases when project revenues have not yet commenced (Months 1-18 for Phase 1, Months 25-42 for Phase 2), Company may extend payment terms up to **90 days** to manage construction capital deployment and preserve working capital for critical project milestones.

Sales Timing Delays: If residential lot sales, condominium closings, or commercial lease executions are delayed beyond projected timelines due to market conditions, buyer financing issues, or other factors outside Company control, payment terms may be extended up to **60 days** until sales revenues are received.

Working Capital Preservation: When Company determines that immediate vendor payments would impair the ability to fund critical project operations, payroll, debt service, or regulatory compliance, payment terms may be extended up to **30 days** to preserve essential working capital.

Lender Requirements: If project financing agreements require maintenance of minimum cash balances, debt service reserves, or other financial covenants, payment terms may be extended up to **60 days** to ensure covenant compliance and prevent defaults that could jeopardize the entire project.

12.4.2 Market and Economic Triggers

Economic Disruption: During periods of significant economic disruption, market volatility, banking system stress, or similar conditions that affect project financing or sales velocity, payment terms may be extended up to **90 days**.

Interest Rate Volatility: If significant changes in interest rates (increases of 200+ basis points within 90 days) materially affect project financing costs or buyer qualification rates, payment terms may be extended up to **60 days** while market conditions stabilize.

Real Estate Market Stress: During periods when comparable community sales volumes decline by 30%+ or pricing falls by 15%+ in the regional market, payment terms may be extended up to **60 days** to preserve capital during market stress.

12.4.3 Regulatory and Compliance Triggers

Permit Delays: If construction permits, occupancy certificates, or other regulatory approvals are delayed beyond Company control, affecting project timeline and cash flow, payment terms may be extended up to **90 days** until permits are obtained and construction can proceed.

Environmental Compliance: If environmental assessments, remediation requirements, or regulatory compliance issues require unexpected capital expenditures, payment terms may be extended up to **60 days** to fund compliance activities.

Tax Assessment Changes: If property tax assessments, special assessments, or other municipal charges are imposed that materially affect project cash flow, payment terms may be extended up to **30 days** to accommodate unexpected tax obligations.

12.4.4 Force Majeure and Extraordinary Circumstances

Natural Disasters: Acts of God, severe weather events, earthquakes, floods, or other natural disasters affecting the project area or broader region may justify payment extensions up to **90 days**.

Labor Disruptions: Strikes, labor shortages, or material supply chain disruptions that affect project construction or operations may justify payment extensions up to **60 days**.

Utility Outages: Extended loss of essential utilities (power, water, telecommunications) affecting project operations or Company's ability to conduct business may justify payment extensions up to **30 days**.

Pandemic or Health Emergencies: Government-declared health emergencies, lockdown orders, or similar events affecting business operations may justify payment extensions up to **90 days**.

12.4.5 Legal Protection and Liability Waiver

BY INVESTING AS A CLASS D SUPPLIER UNIT HOLDER AND ENTERING INTO A VENDOR RELATIONSHIP, SUPPLIER PARTNERS EXPLICITLY ACKNOWLEDGE, ACCEPT, AND WAIVE ANY RIGHT TO CHALLENGE OR CLAIM DAMAGES FOR:

- **Payment delays** up to 90 days when triggered by circumstances described in Sections 12.4.1 through 12.4.4

- **Working capital impact** or financing costs incurred due to extended payment terms

- **Interest or late fees** on delayed payments when extensions are implemented under these provisions

- **Breach of contract claims** for payment timing when delays are justified under these criteria

- **Consequential damages** arising from extended payment terms including lost opportunity costs

- **Work suspension rights** during payment extension periods (work must continue)

12.4.6 Company Discretion and Determination Authority

Sole Discretion: Timbertop Land Company has **sole and unreviewable discretion** to determine:

- Whether circumstances warrant payment term extensions

- The appropriate length of extension (30, 60, or 90 days)

- Which vendors are affected by payment extensions

- The effective date and duration of extended payment terms

- Whether circumstances have resolved sufficiently to resume normal payment terms

No Obligation to Pay Interest: During any payment extension period authorized under this Section 12.4, Company has **no obligation** to pay interest, late fees, or other charges on delayed payments.

No Vendor Work Suspension: Supplier Partners **may not suspend work** or refuse to perform during payment extension periods and must continue all contracted obligations.

No Set-Off Rights: Supplier Partners **may not offset** delayed vendor payments against investment obligations, capital calls, or other amounts owed to the Company.

12.4.7 Notice and Communication Requirements

Advance Notice (When Practical): Company will provide Supplier Partners with advance notice of payment extensions when circumstances permit, but acknowledges that emergency situations may require immediate implementation without prior notice.

Explanation of Circumstances: Company will provide reasonable explanation of the circumstances justifying payment extensions, but is not required to disclose confidential financial information or strategic details.

Resolution Timeline: Company will provide estimated timeline for resolution of circumstances causing payment delays, understanding that such estimates may change as circumstances evolve.

12.4.8 Limitation of Supplier Partner Remedies

Exclusive Remedies: If Company extends payment terms under this Section 12.4, Supplier Partner's **sole and exclusive remedy** is to:

- Continue performance and await payment per extended terms

- Request informal discussion with project management regarding timing

- Provide 30-day written notice if extended terms exceed 90 days

Prohibited Remedies: Supplier Partners **expressly waive and are prohibited from**:

- Filing mechanic's liens during payment extension periods

- Suspending work or refusing to perform contracted obligations

- Claiming breach of contract for payment delays under these provisions

- Seeking damages, attorneys' fees, or other compensation for payment delays

- Terminating vendor agreements due to payment timing extensions

- Pursuing collection actions or legal remedies during extension periods

12.4.9 Ongoing Performance Obligations

Continued Performance Required: During any payment extension period, Supplier Partners must:

- Continue all contracted work without delay or reduction in quality

- Meet all performance bonds and insurance obligations

- Maintain all licenses, certifications, and compliance requirements

- Provide all contracted services, materials, and deliverables on schedule

- Honor all warranty and defect correction obligations

No Relief from Investment Obligations: Payment extensions do not provide any relief from Supplier Partner's obligations as an investor, including:

- Capital call obligations

- Investment lock-up periods

- Operating Agreement compliance

- Tax reporting and filing requirements

12.4.10 Legal Foundation and Enforceability

Contractual Basis: These payment modification provisions are incorporated into all Master Services Agreements and constitute **agreed-upon commercial terms** negotiated in exchange for preferred vendor status and premium pricing.

Consideration: Supplier Partners receive **substantial consideration** for agreeing to flexible payment terms, including:

- 15-25% pricing premium above market rates

- Preferred vendor status and right of first refusal

- Priority scheduling and advance planning access

- Equity participation in project returns

- Access to multi-year project pipeline

Commercial Reasonableness: Payment extensions are limited to **legitimate business circumstances** and are not arbitrary or punitive. Extensions are designed to preserve project viability, which ultimately benefits all stakeholders including Supplier Partners as equity investors.

Industry Standard: Extended payment terms during construction phases and market stress are **common in commercial construction** and real estate development, particularly for projects with significant capital requirements and phased revenue generation.

Dual-Role Structure: Supplier Partners' **dual role as equity investors** creates alignment of interests and understanding that short-term payment flexibility may be necessary to ensure long-term project success and investment returns.

12.4.11 Express Waiver and Release

Comprehensive Release: By investing in Class D Supplier Units, Subscriber provides a **comprehensive, irrevocable release** of Timbertop Land Company, TGIF, the Manager, and all affiliates from any and all claims, damages, liabilities, costs, or expenses arising from or related to:

- Payment delays implemented under Section 12.4

- Working capital or financing costs incurred due to extended payment terms

- Lost profits or opportunity costs from delayed vendor payments

- Subcontractor payment delays caused by extended terms

- Credit rating impacts from extended payment cycles

- Any consequential, incidental, or punitive damages related to payment timing

Knowing and Voluntary Waiver: Subscriber acknowledges this waiver is made:

- **Knowingly and voluntarily** with full understanding of the rights being waived

- **With independent legal counsel** or after being advised to consult counsel

- **In exchange for valuable consideration** including preferred vendor status and premium pricing

- **As a material inducement** for Company to accept Subscriber into the Supplier Partnership Program

12.4.12 Enforcement and Dispute Resolution

Binding Arbitration: Any disputes regarding payment extension determinations, circumstances, or implementations shall be resolved **exclusively through binding arbitration** under JAMS rules in Knoxville, Tennessee.

Company Determination Presumption: In any arbitration, Company determinations regarding the necessity and appropriateness of payment extensions shall be **presumed reasonable and appropriate** unless Supplier Partner proves by clear and convincing evidence that the determination was made in bad faith or constituted gross negligence.

Limited Arbitration Scope: Arbitration is limited to determining whether Company acted in good faith in implementing payment extensions. Arbitration **may not** order damages, interest, or other compensation for payment delays authorized under this Section 12.4.

Continued Performance During Disputes: Supplier Partners must continue all contracted work during any dispute resolution process and may not suspend performance pending arbitration outcomes.

12.4.13 Integration with Investment Structure

Investor Alignment: These payment flexibility provisions recognize that Supplier Partners, as equity investors, benefit from project preservation and successful completion, creating natural alignment between short-term payment flexibility and long-term investment returns.

No Investment Relief: Payment extensions to Supplier Partners **do not** provide any relief from their investment obligations or create any rights to:

- Delay capital call payments

- Suspend investment lock-up periods

- Offset vendor receivables against investment obligations

- Exit or transfer investment interests

Project Success Priority: All parties acknowledge that **project success takes priority** over individual vendor payment timing, and that preserving project viability serves the best interests of all stakeholders including Supplier Partners as investors.

CRITICAL ACKNOWLEDGMENT: By accepting preferred vendor status and premium pricing, Supplier Partners explicitly agree that payment timing flexibility is a necessary and acceptable component of the dual-role structure, and that such flexibility is provided in exchange for the substantial benefits of the Supplier Partnership Program.

12.4.14 Additional Protection Provisions for Enhanced Company Security

Irrevocable Waiver of Lien Rights: Supplier Partners **irrevocably and permanently waive** any and all rights to file, claim, or enforce mechanic's liens, materialman's liens, or any other statutory or common law liens against the project property, improvements, or any Company assets for any reason, including payment delays authorized under this Section 12.4 or any other payment disputes.

Subordination to Project Financing: All vendor payment obligations are **expressly subordinated** to senior project financing, construction loans, and institutional lender requirements. Supplier Partners acknowledge that lender covenant compliance takes priority over vendor payment timing.

No Third-Party Beneficiary Rights: Subcontractors, material suppliers, or other parties contracted by Supplier Partners have **no rights** against Timbertop Land Company or TGIF for payment delays. Supplier Partners must indemnify and hold harmless Company from any third-party claims arising from payment extensions.

Broad Force Majeure Definition: Payment extensions may be justified by **any circumstances beyond Company's reasonable control**, including but not limited to: changes in banking relationships, investor timing delays, regulatory modifications, market disruptions, labor disputes, material shortages, weather events, or any other factors affecting project cash flow or operations.

No Prejudgment Remedies: Supplier Partners **waive all rights** to prejudgment attachment, garnishment, or seizure of Company assets and agree not to pursue any emergency or expedited collection remedies during payment extension periods.

12.4.15 Maximum Legal Protection and Enforceability Standards

Severability of Payment Provisions: If any portion of these payment modification provisions is deemed unenforceable, the remaining provisions shall remain in full force and effect, and the unenforceable provision shall be modified to the minimum extent necessary to make it enforceable while preserving Company's payment flexibility.

Choice of Law for Payment Disputes: All payment-related disputes shall be governed by **Delaware law** (favorable to business interests) regardless of where work is performed or other conflicts of law principles.

Statute of Limitations: Any claims related to payment timing must be brought within **six months** of the alleged payment default, regardless of applicable state statutes of limitations. This shortened period recognizes the time-sensitive nature of construction projects.

No Punitive Damages: Supplier Partners **expressly waive** any right to claim punitive, exemplary, or consequential damages for payment delays and agree that actual damages, if any, are limited to simple interest at the federal discount rate.

Indemnification for Payment Disputes: Supplier Partners agree to **indemnify and defend** Timbertop Land Company and TGIF against any claims, costs, or expenses (including attorneys' fees) arising from payment extension decisions or implementation.

12.4.16 Final Comprehensive Payment Waiver

ULTIMATE PROTECTION CLAUSE: By investing in Class D Supplier Units, Supplier Partners provide a **final, comprehensive, and irrevocable waiver** of any and all rights, claims, remedies, or causes of action related to:**

- Payment timing, delays, or extensions under any circumstances

- Interest, fees, or charges on delayed payments

- Working capital impacts or financing costs from payment delays

- Lost profits or opportunity costs from extended payment terms

- Breach of contract claims for payment timing modifications

- Any damages (actual, consequential, incidental, or punitive) from payment delays

- Collection actions, liens, or other remedies during extension periods

- Any claims against Company assets or properties for payment disputes

This waiver is:

- **Knowing and voluntary** with full understanding of rights being relinquished

- **Supported by substantial consideration** (premium pricing, preferred status, equity participation)

- **Essential to the dual-role structure** and a condition of participation in the program

- **Irrevocable and permanent** throughout the investment period and vendor relationship

- **Binding on successors and assigns** of Supplier Partners

FAILURE TO HONOR THIS WAIVER OR ATTEMPTS TO CHALLENGE PAYMENT EXTENSION DECISIONS SHALL CONSTITUTE IMMEDIATE GROUNDS FOR TERMINATION OF VENDOR STATUS WITHOUT NOTICE OR CURE PERIOD.

12.4.17 Expanded Payment Protection and Security Provisions

Company-Favorable Contract Terms: All Master Services Agreements shall include **additional payment protection clauses** that further strengthen Company's position:

Unlimited Right to Withhold: Company may withhold **any amount** from vendor payments for:

- Disputed work quality or specifications

- Pending resolution of safety violations or compliance issues

- Warranty claims or defect correction reserves

- Potential back-charges for subcontractor payment issues

- Insurance or bonding compliance verification periods

- Any claims by third parties related to Supplier Partner's work

Right to Redirect Payments: Company may pay Supplier Partner's subcontractors or suppliers directly, deducting such payments from amounts owed to Supplier Partner, if:

- Supplier Partner fails to pay subcontractors within 10 days of receiving payment

- Lien notices or payment disputes arise from third parties

- Company determines direct payment necessary to protect project schedule

- Supplier Partner's financial condition deteriorates

Offset and Set-Off Rights: Company has **unlimited right** to offset against vendor payments:

- Any amounts owed by Supplier Partner to Company under any agreement

- Costs of correcting defective work performed by Supplier Partner

- Administrative fees, processing charges, or compliance costs

- Liquidated damages for delays or performance failures

- Legal fees and costs incurred in disputes with Supplier Partner

- Insurance deductibles or uninsured losses attributable to Supplier Partner

Joint Check Agreements: For contracts exceeding $500,000, Company may require joint check arrangements where:

- All material supplier payments require dual signatures

- Major subcontractor payments are made jointly to ensure payment

- Company maintains oversight of payment chains to prevent lien issues

12.4.18 Enhanced Cash Management and Working Capital Protection

Priority Payment Hierarchy: Vendor payments to Supplier Partners are subordinated to the following payments in absolute priority order:

1. **Senior Debt Service:** All principal, interest, fees, and reserves required by institutional lenders

2. **Tax Obligations:** Property taxes, payroll taxes, sales taxes, and all governmental obligations

3. **Utilities and Essential Services:** Power, water, telecommunications, waste management, security

4. **Insurance Premiums:** All required insurance coverage including general liability, property, and worker's compensation

5. **Professional Services:** Legal, accounting, engineering, and regulatory compliance services

6. **Critical Subcontractors:** Non-supplier vendors whose work is essential to project continuation

7. **Employee Payroll:** All Company employee compensation and benefits

8. **Operating Reserves:** Minimum cash balances required for ongoing operations

9. **Supplier Partner Vendors:** Payment to Class D Supplier Unit holder vendors

Dynamic Cash Management Authority: Company reserves the right to:

- **Reallocate payment priorities** based on project needs and cash flow projections

- **Establish minimum cash thresholds** below which vendor payments are automatically suspended

- **Require advance notice** of large vendor invoices to manage cash flow timing

- **Implement payment caps** limiting total vendor payments per month or quarter

- **Coordinate payment timing** with project revenue cycles and financing requirements

Working Capital Covenant Protection: If project financing requires maintenance of working capital ratios, cash reserves, or debt service coverage ratios, vendor payments may be **automatically suspended** until covenant compliance is restored, regardless of contractual payment terms.

SECTION XII-A: COMPREHENSIVE MANAGEMENT DISCRETION AND PROTECTION PROVISIONS

12A.1 Absolute Management Discretion Authority

TGIF and Timbertop Land Company reserve UNLIMITED, ABSOLUTE, AND UNREVIEWABLE DISCRETION in all aspects of the Strategic Supplier Partnership Program, including but not limited to:

Vendor Selection and Management:

- Determining which Supplier Partners, if any, receive work opportunities

- Establishing, modifying, or eliminating vendor qualification criteria at any time

- Awarding contracts to non-supplier vendors for any reason or no reason

- Suspending, restricting, or terminating vendor relationships without cause

- Modifying scope, specifications, or requirements of any work

- Rejecting vendor proposals, bids, or work product for any reason

Financial and Commercial Terms:

- Determining market rates using any methodology Company deems appropriate

- Modifying, reducing, or eliminating pricing premiums at any time

- Changing payment terms, schedules, or procedures without notice

- Withholding payments for any reason Company deems justified

- Requiring additional bonding, insurance, or financial guarantees

- Implementing new fees, charges, or cost allocations

Program Administration:

- Modifying program terms, benefits, or requirements at any time

- Suspending the program temporarily or permanently without notice

- Changing documentation, compliance, or reporting requirements

- Interpreting all contract terms and program provisions

- Resolving disputes in favor of Company interests

- Making all operational and strategic decisions affecting the program

12A.2 Irrevocable Waiver of Challenge Rights

BY INVESTING IN CLASS D SUPPLIER UNITS, SUBSCRIBERS PROVIDE AN IRREVOCABLE, COMPREHENSIVE, AND PERMANENT WAIVER of any right to challenge, question, review, appeal, or seek damages related to ANY discretionary decision made by TGIF, Timbertop Land Company, the Manager, or any affiliate, including:**

- **Business judgment decisions** regarding project strategy, timing, or execution

- **Vendor selection decisions** including awards to competing vendors

- **Financial management decisions** including cash allocation and payment priorities

- **Market rate determinations** and pricing methodology changes

- **Program modifications** including termination or suspension decisions

- **Contract interpretation** and enforcement decisions

- **Performance evaluations** and qualification assessments

- **Strategic planning decisions** affecting project development

This waiver extends to all claims for:

- Breach of fiduciary duty (except gross negligence or fraud)

- Breach of contract (for discretionary decisions)

- Unfair dealing or discrimination

- Lost profits or opportunity damages

- Consequential, incidental, or punitive damages

- Injunctive or equitable relief

12A.3 Business Judgment Rule Protection

All management decisions regarding the Strategic Supplier Partnership Program are protected by an ENHANCED BUSINESS JUDGMENT RULE providing that:

- **Presumption of Propriety:** All Company decisions are presumed proper, reasonable, and made in good faith

- **No Duty to Optimize:** Company has no obligation to maximize vendor profits or work volume

- **Project Priority:** Company may prioritize overall project success over individual vendor interests

- **Market Response:** Company may respond to market conditions without regard to impact on vendors

- **Strategic Flexibility:** Company may change strategies, priorities, or focus areas at any time

- **Burden of Proof:** Any challenge requires clear and convincing evidence of fraud or gross negligence

12A.4 Enhanced Indemnification for Management Decisions

Supplier Partners agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS TGIF, Timbertop Land Company, the Manager, and all affiliates, officers, directors, and employees from ANY claims, damages, costs, or expenses arising from or related to:**

- Discretionary management decisions affecting the Supplier Partnership Program

- Vendor selection, contract award, or work allocation decisions

- Payment timing, amount, or priority decisions

- Program termination, suspension, or modification decisions

- Market rate determinations or pricing methodology changes

- Performance evaluations or compliance assessments

- Third-party claims related to vendor relationship management

- Legal or regulatory challenges to program structure

This indemnification includes:

- All legal fees and costs (including attorneys' fees)

- Expert witness and consultant fees

- Court costs and arbitration expenses

- Settlement payments and judgments

- Lost time and opportunity costs

- Reputational damage costs

12A.5 Limitation of Management Liability

MAXIMUM LIABILITY LIMITATION: The total liability of TGIF, Timbertop Land Company, the Manager, and all affiliates to any Supplier Partner for ANY claims related to the vendor relationship (excluding investment losses) is LIMITED to the lesser of:

- **$10,000 per Supplier Partner** (regardless of investment amount or tier)

- **1% of Supplier Partner's total investment amount**

- **Actual out-of-pocket damages** (excluding lost profits, opportunity costs, or consequential damages)

NO LIABILITY FOR:

- Lost vendor profits or revenue opportunities

- Consequential, incidental, or punitive damages

- Opportunity costs or alternative investment returns

- Financing costs or working capital impacts

- Reputational damage or business relationship impacts

- Subcontractor or third-party claims

12A.6 Final Comprehensive Protection Clause

ULTIMATE MANAGEMENT PROTECTION: Supplier Partners acknowledge that the Strategic Supplier Partnership Program creates EXCEPTIONAL VALUE through preferred status and premium pricing, and that this value constitutes FULL AND COMPLETE CONSIDERATION for:**

- Accepting all risks of discretionary management decisions

- Waiving all rights to challenge business judgment decisions

- Agreeing to payment flexibility and cash management authority

- Accepting program termination rights without compensation

- Providing indemnification for management decision consequences

- Limiting management liability to nominal amounts

BY INVESTING IN CLASS D SUPPLIER UNITS, SUBSCRIBERS ACKNOWLEDGE THEY HAVE RECEIVED SUBSTANTIAL VALUE AND AGREE THAT NO ADDITIONAL COMPENSATION OR DAMAGES ARE OWED FOR ANY MANAGEMENT DECISIONS, REGARDLESS OF IMPACT ON VENDOR RELATIONSHIP OR PROFITABILITY.

SECTION XII-B: ENHANCED OPERATIONAL PROCEDURES AND RISK MANAGEMENT

12B.1 Comprehensive Vendor Performance Monitoring System

Real-Time Performance Tracking: Company reserves the right to implement comprehensive monitoring systems including:

- **Daily performance reporting** requirements for all active contracts
- **GPS tracking and time monitoring** for all on-site personnel
- **Quality control inspections** at any time without notice
- **Financial health monitoring** including quarterly financial statement updates
- **Safety incident reporting** within 24 hours of any occurrence
- **Subcontractor payment verification** to prevent lien issues

Immediate Suspension Authority: Company may immediately suspend vendor activities for:

- Any safety violation or incident
- Quality failures below project standards
- Late payments to subcontractors or suppliers
- Insurance or bonding lapses
- Non-compliance with reporting requirements
- Any conduct deemed detrimental to project success

12B.2 Dynamic Contract Modification Authority

Unilateral Contract Changes: Company reserves the absolute right to modify vendor contracts at any time by:

- **Reducing scope** for performance, capacity, or strategic reasons
- **Changing specifications** to meet evolving project requirements
- **Accelerating or delaying timelines** based on market conditions
- **Modifying payment terms** beyond the baseline Net 7/10/15 structure
- **Imposing additional requirements** for compliance, safety, or quality
- **Transferring work to other vendors** for any reason

No Vendor Consent Required: All contract modifications may be implemented without vendor consent, approval, or negotiation. Supplier Partners must accept modifications or face immediate contract termination.

12B.3 Advanced Risk Mitigation and Company Protection

Cross-Default Provisions: Supplier Partner default on ANY obligation (investment or vendor) triggers immediate default on ALL obligations, including:

- Failure to meet investment capital calls
- Vendor performance failures
- Insurance or bonding lapses
- Safety violations or compliance failures
- Late payments to subcontractors
- Financial deterioration affecting capability

Automatic Termination Triggers: Vendor status terminates immediately and automatically upon:

- Loss of required licenses, certifications, or permits
- Insurance cancellation or material reduction
- Bonding capacity loss or surety relationship termination
- Bankruptcy filing or insolvency proceedings
- Criminal charges related to business operations
- Material adverse change in financial condition
- Failure to maintain net worth requirements

No Cure Periods: Automatic termination triggers operate immediately without notice or opportunity to cure.

SECTION XII-C: ENHANCED RISK DISCLOSURE AND LIABILITY LIMITATIONS

12C.1 Amplified Risk Disclosures for Dual-Role Structure

EXTREME COMPLEXITY RISK: The Strategic Supplier Partnership Program creates an unprecedented dual-role structure with complexity levels that may exceed Subscriber's ability to fully comprehend all implications, interactions, and consequences.**

POTENTIAL FOR TOTAL LOSS ON BOTH ROLES: Subscribers face the possibility of losing their entire investment AND losing money on vendor work simultaneously, creating potential losses exceeding the original investment amount.**

MANAGEMENT DECISION SUPREMACY: All management decisions prioritize overall project success and Company interests over individual Supplier Partner interests, both as investors and vendors.**

NO FIDUCIARY DUTY TO SUPPLIERS: Company owes Supplier Partners NO fiduciary duty regarding vendor relationships, work allocation, pricing decisions, or payment timing beyond basic good faith requirements.**

VENDOR WORK SUBORDINATION: Despite preferred status, vendor work is subordinated to all other project needs including competing vendors, project financing requirements, and strategic priorities.**

12C.2 Catastrophic Scenario Risk Disclosures

Project Failure Scenarios: If the overall project fails, Supplier Partners face:

- **Total investment loss** with no recovery potential
- **Unpaid vendor receivables** with no collection rights
- **Continued lock-up obligations** despite project failure
- **Potential liability for project obligations** through guarantees
- **No preferential treatment** in any bankruptcy or liquidation proceedings

conomic Downturn Scenarios: During market stress, Supplier Partners may experience:

- **Immediate work termination** without compensation
- **Payment delays** of 90+ days without recourse
- **Pricing premium elimination** to maintain project competitiveness
- **Investment value decline** due to project stress
- **Continued capital call obligations** despite vendor revenue loss

Regulatory Change Scenarios: Changes in laws or regulations may result in:

- **Immediate program termination** without compensation
- **Vendor disqualification** due to new requirements

- **Investment structure modifications** affecting returns

- **Tax treatment changes** eliminating projected benefits

- **Compliance costs** exceeding vendor profit potential

12C.3 Ultimate Risk Acknowledgment and Waiver

SUBSCRIBER ACKNOWLEDGES AND ACCEPTS THAT:

- The Strategic Supplier Partnership Program is **EXPERIMENTAL** and has no established track record

- All projections, estimates, and case studies are **THEORETICAL** and may not be achievable

- Company has **ABSOLUTE DISCRETION** to modify, suspend, or terminate any aspect of the program

- Supplier Partners have **NO GUARANTEED RIGHTS** except those explicitly stated in written agreements

- The dual-role structure creates **IRRECONCILABLE CONFLICTS** that cannot be resolved fairly to all parties

- Company **OWES NO DUTY** to maximize, protect, or preserve vendor relationships or profitability

- Supplier Partners **ASSUME ALL RISKS** associated with the experimental nature of the program

FINAL COMPREHENSIVE WAIVER: By participating in the Strategic Supplier Partnership Program, Supplier Partners provide a **COMPLETE, FINAL, AND IRREVOCABLE WAIVER** of any and all rights, claims, remedies, damages, or other relief related to:**

- Any aspect of vendor relationship management or termination

- Any management decisions affecting work allocation or pricing

- Any payment delays, modifications, or suspensions

- Any program modifications, suspensions, or terminations

- Any conflicts between vendor and investor interests

- Any failure to achieve projected vendor profits or work volumes

- Any consequential, incidental, or punitive damages of any kind

- Any claims for breach of fiduciary duty, unfair dealing, or discrimination

- Any regulatory compliance costs or requirements

- Any third-party claims or liabilities arising from vendor activities

THIS WAIVER IS ABSOLUTE, FINAL, AND BINDING ON ALL SUCCESSORS, ASSIGNS, AND LEGAL REPRESENTATIVES.

SECTION XII-D: ULTIMATE COMPANY PROTECTION AND ENFORCEMENT PROVISIONS

12D.1 Absolute Enforcement and Remedial Authority

Company Self-Help Remedies: Without prior notice or judicial process, Company may:

- **Immediately terminate** any vendor relationship for any reason
- **Withhold all payments** pending resolution of any issues
- **Hire replacement vendors** at Supplier Partner's expense
- **Complete work using other resources** and back-charge all costs
- **Call performance bonds** without prior demand or notice
- **Offset any and all amounts** owed between the parties
- **Exclude vendors from project property** for any reason

Liquidated Damages Authority: Company may assess liquidated damages against Supplier Partners for:

- **Schedule delays:** The greater of $1,000 or 1% of contract value per day of delay
- **Quality failures:** Up to 25% of contract value for rework costs
- **Safety violations:** $5,000 plus all claims or violation costs incurred by company per incident plus correction costs
- **Administrative violations:** The greater of $500 or .5% of contract value per day for reporting failures
- **Contract breaches:** Up to 100% of contract value for material breaches

12D.2 Comprehensive Asset Protection Measures

Property and Asset Security: Company assets are protected through:

- **Delaware statutory protections** favoring business entities
- **Limited liability company structure** protecting member assets
- **Professional liability insurance** covering management decisions
- **Segregated account structures** protecting investor capital
- **Corporate formality compliance** maintaining entity protections

Anti-Attachment Provisions: Supplier Partners waive all rights to:

- **Attach or garnish** Company bank accounts

- **Place liens** on any Company property or assets

- **Freeze or seize** Company operations or equipment

- **Interfere with** Company business relationships

- **Seek injunctive relief** against Company operations

12D.3 Final Enforcement and Compliance Measures

Immediate Cessation Authority: Company may immediately cease all vendor relationships and suspend program operations if:

- **Any legal challenge** is filed against Company decisions

- **Regulatory inquiry** creates compliance uncertainty

- **Market conditions** make program economically unfeasible

- **Lender requirements** conflict with vendor obligations

- **Management determines** continuation is inadvisable

No Transition Period: Program cessation is immediate with no transition, notice, or wind-down period required.

Post-Termination Obligations: After vendor relationship termination, Supplier Partners remain obligated to:

- **Honor all investment commitments** regardless of vendor status

- **Maintain confidentiality** of all project information indefinitely

- **Comply with non-compete** restrictions for remaining contract period

- **Indemnify Company** for any third-party claims from vendor work

- **Cooperate in transition** to replacement vendors without compensation

SECTION XII-E: FINAL COMPREHENSIVE PROTECTION INTEGRATION

12E.1 Integration of All Protection Measures

ALL PROTECTION PROVISIONS IN SECTIONS 12.4 THROUGH 12D ARE CUMULATIVE AND MUTUALLY REINFORCING. No single provision limits or restricts the application of any other provision. Company retains the benefit of all protections simultaneously.

Broadest Possible Interpretation: All protective provisions shall be interpreted in the manner most favorable to Company and most restrictive to Supplier Partners, consistent with applicable law.

Survival of Protections: All protective provisions survive:

- Termination of vendor relationships
- Completion of all vendor work
- Program termination or suspension
- Company dissolution or asset sale
- Changes in law or regulation
- Any other circumstances affecting the relationship

12E.2 Final Authority and Decision-Making

ULTIMATE DECISION AUTHORITY: In all matters related to the Strategic Supplier Partnership Program, the decision of Timbertop Growth Investment Fund LLC and Timbertop Land Company is:

- **FINAL AND BINDING** on all Supplier Partners
- **NOT SUBJECT TO REVIEW** by any court, arbitrator, or other authority
- **NOT APPEALABLE** through any legal or administrative process
- **CONCLUSIVELY PRESUMED REASONABLE** unless proven fraudulent
- **PROTECTED BY BUSINESS JUDGMENT RULE** and all available legal doctrines

SUPPLIER PARTNERS EXPRESSLY ACKNOWLEDGE THAT THEY HAVE NO RECOURSE WHATSOEVER AGAINST COMPANY DECISIONS AND WAIVE ALL RIGHTS TO CHALLENGE, APPEAL, OR SEEK RELIEF FROM ANY COMPANY DETERMINATIONS.

SECTION XIII: FREQUENTLY ASKED QUESTIONS

13.1 General Program Questions

Q1: What makes the Supplier Partnership Program different from a standard investment?

A: The Supplier Partnership Program creates a dual-role structure where you simultaneously invest as an equity partner AND contract as a preferred vendor. Standard investors only participate in equity returns, while Supplier Partners have the potential to earn both investment returns and vendor profits (with additional risks and obligations).

Q2: Can I invest as a standard Class D investor instead of as a Supplier Partner?

A: Yes, if you qualify as a vendor but prefer a simpler investment structure, you may invest in standard Class D Units at $1.10/unit without the vendor relationship. This may be advantageous if you value simplicity over the potential for vendor profits.

Q3: What happens if I want to invest but don't work on the project, or work on the project but don't invest?

A: The Supplier Partnership Program requires BOTH investment and vendor relationship. You cannot invest in Class D Supplier Units without becoming a vendor, and you cannot become a preferred vendor without investing. However, you may work as a regular vendor without investing, but would not receive preferred status or premium pricing.

13.2 Investment Structure Questions

Q4: Why do I pay a premium price for my Units compared to standard Class D?

A: Class D Supplier Units are priced at $1.10-$1.15 (depending on tier) compared to $1.10 for standard Class D to reflect the additional administrative costs, legal structuring, compliance monitoring, and complexity of the dual-role structure. This ensures standard Class D investors are not disadvantaged by the program.

Q5: How does my slightly lower ownership percentage affect my long-term returns?

A: Due to premium pricing, you own slightly fewer Units than a standard Class D investor with the same investment amount. This results in marginally lower perpetual income after the 10-year hold period (approximately $1,700 less per year for a $500K investment). Vendor profits must exceed this differential for the Supplier Partnership to be economically superior.

Q6: Do I have any special voting or management rights as a Supplier Partner?

A: No. Class D Supplier Unit holders have IDENTICAL rights to standard Class D holders - no special governance rights, no veto power, no approval rights. Your vendor relationship is separate and does not confer enhanced investor rights.

13.3 Vendor Relationship Questions

Q7: Is my preferred vendor status guaranteed?

A: NO. Preferred vendor status means you have priority consideration and pricing advantages, but the Company makes ABSOLUTELY NO GUARANTEE of any minimum work volume. Work may be substantially less than estimated or even zero. The Company may use competing vendors for any reason including price, capacity, quality, or convenience.

Q8: What happens if I'm terminated as a vendor?

A: Your vendor relationship and investment are completely separate. If terminated as a vendor (for performance, safety, financial, or convenience reasons), you remain fully bound as an investor with NO ability to exit, redeem, or transfer your Units. The 10+ year lock-up continues regardless of vendor status.

Q9: How is "market rate" determined for my pricing?

A: The Company determines market rate using competitive bids (minimum 2), published cost data (RS Means, etc.), historical project data, and industry benchmarks. Your contractual premium (15-25%) is then applied to this market rate. If you disagree with market rate determination, you may request third-party review at your expense, but Company has final discretion.

13.4 Financial Questions

Q10: What's a realistic expectation for vendor profits?

A: Vendor profits are highly variable and depend on work volume awarded, your execution efficiency, overhead structure, and market conditions. Case studies in Section XI show a range from potential losses to 10%+ net margins. You should NOT rely on vendor profits to justify your investment. Many factors outside your control affect vendor profitability.

Q11: Can I offset vendor losses against my investment obligations?

A: Absolutely not. Vendor and investment finances are completely separate. If you lose money on vendor work, you still owe all investment capital calls and commitments. You cannot offset, set-off, or claim vendor payments as investment distributions.

Q12: Are vendor revenues eligible for QOZ tax benefits?

A: NO. Only your capital investment qualifies for QOZ benefits (if you meet eligibility requirements). Vendor revenues are ordinary business income taxable as earned and do NOT qualify for QOZ tax treatment.

13.5 Risk and Compliance Questions

Q13: What happens if I lose my bonding capacity?

A: Immediate termination of vendor relationship. You must maintain 100% performance and payment bonds on all contracts with an A- or better rated surety. If you lose bonding for any reason (financial issues, surety changes, claims on other projects), vendor status terminates immediately. Investment lock-up continues with no exit.

Q14: What if I can't maintain required insurance?

A: Any lapse, reduction, or cancellation in required insurance results in immediate suspension of work authorization and potential termination of vendor relationship. You receive no payment for work performed during insurance lapse periods. Investment obligations continue regardless.

Q15: Can I work on competing projects while a Supplier Partner?

A: No. You agree to non-compete provisions prohibiting work on competing lakefront or resort developments within 50 miles without consent, and prohibiting solicitation of Rarity Bay contractors, employees, or customers for competing projects. Confidentiality obligations also apply.

13.6 Program Suitability Questions

Q16: Is the Supplier Partnership Program right for me?

A: The program is suitable **ONLY** if you:

- Are a highly qualified contractor/supplier in needed categories

- Have excellent execution capabilities and efficient operations

- Have strong bonding relationships and substantial capacity

- Can invest $500K+ and sustain 10+ year lock-up

- Value strategic positioning beyond pure financial returns

- Can absorb complexity and higher risk vs. standard investment

- DO NOT require vendor profits to justify the investment

Q17: When does a standard Class D investment make more sense?

A: Standard Class D may be superior if you:

- Are not a qualified supplier in needed categories

- Want simpler, passive investment structure

- Prefer slightly higher ownership percentage (no premium pricing)

- Want to avoid dual-role conflicts and complexity

- Cannot efficiently execute at the scale required

- Prioritize pure financial optimization

SECTION XIV: COMPREHENSIVE EXHIBITS AND FORMS

14.1 Exhibit A: Supplier Qualification Checklist

TO BE COMPLETED BY ALL CLASS D SUPPLIER UNIT SUBSCRIBERS

Subscriber Information:

- Legal Entity Name: ________________

- DBA Name (if different): ________________

- Federal Tax ID: ________________

- Years in Business: ________________

- Primary Business Category: ________________

License & Certification Status:

☐ All required state contractor licenses current (attach copies)

☐ Local business licenses current (attach copies)

☐ Professional certifications current (if applicable)

☐ No license suspensions, revocations, or sanctions in past 5 years

Insurance Coverage:

☐ Commercial General Liability: $________ per occurrence / $________ aggregate

☐ Workers Compensation per state requirements

☐ Commercial Auto Liability (if applicable)

☐ Professional Liability (if applicable): $________

☐ All policies name Timbertop Land Company as additional insured

☐ Certificates attached with this application

Bonding Capacity:

☐ Bonding capacity letter from surety attached

☐ Surety company: ________________

☐ Surety rating: ________________

☐ Aggregate bonding capacity: $________

☐ Single job limit: $________

☐ Current bonds outstanding: $________

☐ Available capacity: $________

Financial Information:

☐ Last 2 years financial statements attached

☐ Most recent balance sheet shows positive working capital

☐ Debt-to-equity ratio: ________________

☐ Current ratio: ________________

☐ No bankruptcy filings in past 7 years

☐ Credit references attached (minimum 3)

Experience & References:

☐ Resume/bio of key principals attached

☐ Project list - last 3 years (attach)

☐ Client references attached (minimum 3)

☐ Reference projects include work >$500K in value

☐ Safety record documentation attached (EMR, OSHA logs)

Compliance & Legal:

☐ No debarment or suspension from government contracts

☐ No material contract defaults in past 5 years

☐ No criminal convictions related to business operations

☐ No material safety violations in past 3 years

☐ Background check authorization signed

Investment Capacity:

☐ Net worth exceeds 10x proposed investment amount

☐ Can sustain 10+ year investment lock-up period

☐ Understands vendor termination does not allow investment exit

☐ Financial capacity to perform anticipated work volume

I certify that all information provided is true, complete, and accurate.

Signature: ________________ Date: ________________

Printed Name: ________________ Title: ________________

14.2 Exhibit B: Master Services Agreement Summary of Key Terms

TO BE NEGOTIATED AND EXECUTED SEPARATELY

The Master Services Agreement between Supplier Partner and Timbertop Land Company will include, at minimum, the following key terms:

Scope of Services:

- Detailed description of services Supplier Partner is qualified to provide
- Categories of work covered (e.g., "residential landscaping," "MEP systems")
- Geographic scope (Rarity Bay project only)
- Exclusions and limitations

Preferred Vendor Status:

- Right of first refusal on qualified work within scope
- Pricing premium methodology (15%, 20%, or 25% based on tier)
- Definition of "market rate" and determination process
- Payment terms (Net 7, 10, or 15 days based on tier)

Performance Standards:

- Quality specifications and acceptance criteria
- Timeline and milestone requirements
- Safety and compliance obligations
- Reporting and documentation requirements

Insurance and Bonding:

- Required insurance types and coverage amounts
- Additional insured requirements
- Bonding requirements (performance and payment bonds)
- Certificate and renewal procedures

Termination Provisions:

- Termination for cause (performance, safety, financial)

- Termination for convenience (30-60 day notice)

- Effect of termination on investment obligations

- Transition and closeout procedures

Relationship to Investment:

- Acknowledgment that investment and vendor roles are separate

- No set-off or offset rights

- Investment obligations continue despite vendor termination

- Vendor payments are not distributions

This summary is for informational purposes only. Actual MSA terms will be negotiated based on specific circumstances and may vary from this summary.

14.3 Exhibit C: QOZ Certification Form

QUALIFIED OPPORTUNITY ZONE INVESTMENT CERTIFICATION

TO: Timbertop Growth Investment Fund LLC

FROM: ________________ [Subscriber Name]

RE: QOZ Investment Certification for Class D Supplier Units

I hereby certify the following regarding my investment in Class D Supplier Units:

1. Capital Gains Source:

☐ My investment capital is derived from realized capital gains

☐ The capital gains were realized within 180 days of this investment

☐ Date of capital gains realization: ________________

☐ Source of capital gains: ________________

☐ Amount of capital gains: $________________

2. Investment Amount:

☐ Total QOZ investment amount: $________________

☐ Investment amount does not exceed realized capital gains

3. Tax Elections:

☐ I understand I must make proper QOZ tax elections with my tax return

☐ I will consult with qualified tax advisors regarding QOZ compliance

☐ I understand QOZ benefits require 5-year and 10-year holding periods

4. Acknowledgments:

☐ I understand vendor revenues do NOT qualify for QOZ benefits

☐ I understand only my capital investment qualifies for QOZ treatment

☐ I understand QOZ benefits depend on IRS compliance throughout holding period

☐ I understand Company makes no representations about QOZ tax treatment

CERTIFICATION:

I certify under penalty of perjury that the foregoing statements are true and correct.

Signature: ________________ Date: ________________

Printed Name: ________________

14.4 Exhibit D: Anti-Money Laundering Certification

ANTI-MONEY LAUNDERING AND ECONOMIC SANCTIONS COMPLIANCE CERTIFICATION

TO: Timbertop Growth Investment Fund LLC

FROM: ________________ [Subscriber Name/Entity]

RE: AML/Economic Sanctions Compliance for Class D Supplier Units

I hereby represent, warrant, and certify the following:

1. OFAC Compliance:

☐ I am not listed on any U.S. government sanctions lists including:

- Office of Foreign Assets Control (OFAC) Specially Designated Nationals List

- OFAC Blocked Persons List

- Bureau of Industry and Security Denied Persons List

- Any other U.S. government sanctions or prohibited persons lists

2. Source of Funds:

☐ My investment funds are derived from legitimate sources

☐ Source of investment funds: ________________

☐ No investment funds are derived from illegal activities

☐ No investment funds are subject to forfeiture or seizure

3. Beneficial Ownership:

☐ I am the beneficial owner of 100% of this investment OR

☐ I am investing on behalf of: ________________

☐ All beneficial owners have been disclosed and verified

☐ No beneficial owner is a prohibited person under sanctions laws

4. Patriot Act Compliance:

☐ I am in compliance with the USA PATRIOT Act

☐ I am not engaged in terrorist activities or financing

☐ I have no connections to terrorist organizations

5. Ongoing Compliance:

☐ I will notify Company immediately if my status changes

☐ I will provide additional documentation if requested

☐ I understand Company may freeze or return funds if violations are discovered

CERTIFICATION:

I certify under penalty of perjury that all statements herein are true and complete.

Signature: ________________ Date: ________________

Printed Name/Title: ________________

SECTION XV: PROGRAM SUSTAINABILITY AND OPT-OUT PROVISIONS

15.1 Company Right to Terminate Program

Timbertop Growth Investment Fund LLC reserves the absolute, unlimited, unreviewable, and irrevocable right, in its sole, complete, and exclusive discretion, to terminate the Strategic Supplier Partnership Program at any time, in whole or in part, immediately and without advance notice, with or without cause, and with or without compensation, if the Company determines in its sole and absolute judgment that the program becomes unsustainable, unprofitable, operationally burdensome, legally problematic, competitively disadvantageous, administratively complex, or contrary to the best interests of the project, the Company, non-supplier investors, lenders, or any other stakeholders. This termination right is ABSOLUTE, FINAL, AND NON-APPEALABLE.

Circumstances for Program Termination may include:

- Premium pricing making project uncompetitive
- Supplier performance issues affecting project quality or timeline
- Market conditions making preferred vendor arrangements disadvantageous
- Administrative burden exceeding program benefits
- Conflicts between supplier and investor interests becoming unmanageable
- Legal or regulatory changes affecting program viability
- Financial or operational factors deemed material by Company management

15.2 Effect of Program Termination

If the Strategic Supplier Partnership Program is terminated:

Immediate Effects:

- All vendor relationships under Master Services Agreements terminate immediately
- No additional vendor work will be awarded to Class D Supplier Unit holders
- Preferred vendor status, pricing premiums, and payment terms cease
- All pending vendor contracts may be cancelled or transferred to other vendors

Investment Rights Unchanged:

- Class D Supplier Units remain valid investments with identical rights to standard Class D Units

- All investment lock-up periods, preferred returns, and profit participation continue unchanged

- No ability to exit, redeem, or transfer Units due to program termination

- All Operating Agreement terms remain in full force and effect

15.3 Notice Requirements

Company will provide Class D Supplier Unit holders with:

- 30-day written notice of program termination (or shorter notice if circumstances require)

- Explanation of reasons for termination

- Timeline for completion of existing vendor commitments

- Confirmation that investment rights are unaffected

15.4 No Compensation for Program Termination

Class D Supplier Unit holders acknowledge and agree:

- No compensation, damages, or other remedies for loss of vendor relationships

- No refund of premium pricing paid for Units

- No guarantee of minimum program duration

- Program termination does not constitute breach of any agreement

- Company's decision is final and not subject to challenge or appeal

BY INVESTING IN CLASS D SUPPLIER UNITS, SUBSCRIBERS EXPLICITLY ACKNOWLEDGE THE COMPANY'S ABSOLUTE RIGHT TO TERMINATE THE PROGRAM AND WAIVE ALL CLAIMS RELATED TO SUCH TERMINATION.

SECTION XVI: CONTACT INFORMATION AND PROGRAM ADMINISTRATION

16.1 Primary Contact for Investment Matters

Mary Jensen

Investor Relations Director

Timbertop Growth Investment Fund LLC

126 Stonehenge Dr., Suite 102

Fairfield Glade, TN 38558

Phone: (865) 564-9870

Email: mary.jensen@timbertopinvest.com

16.2 Vendor Relationship Matters

John Rock

Commercial Property Director

Timbertop Land Company

Phone: (865) 564-9870

Email: john.rock@timbertopland.com

16.3 General Inquiries

Brittany Shulman

Sr. Portfolio Manager

Phone: (865) 564-9870

Email: brittany@timbertopinvest.com

SECTION XVII: FINAL ACKNOWLEDGMENTS AND PROGRAM DISCLAIMERS

17.1 Complete Program Understanding

By executing the Subscription Agreement for Class D Supplier Units, Subscriber certifies:

☐ I have received, read, and fully understand this entire Addendum

☐ I understand the dual-role structure creates inherent conflicts of interest

☐ I acknowledge preferred vendor status is NOT GUARANTEED

☐ I understand vendor relationship may be terminated while investment lock-up continues

☐ I understand the Company may terminate the entire program at any time

☐ I base my investment decision on INVESTMENT RETURNS ALONE

☐ I understand vendor profits are estimates only with no guarantee

☐ I have consulted appropriate legal, tax, and financial advisors

17.2 Investment Justification Statement

REQUIRED: Explain why this investment is suitable based SOLELY on investment merits:

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17.3 Final Certification

I hereby certify under penalty of perjury that:

1. All statements and information provided are true and complete

2. I have authority to execute this subscription and bind the subscribing entity

3. I understand this is a speculative, high-risk investment with potential for total loss

4. I acknowledge the Company's absolute right to terminate the Supplier Partnership Program

5. I waive all claims related to program termination or vendor relationship termination

EXECUTED this _____ day of _____**, 20**

SUBSCRIBER:

____

Signature

____

Printed Name and Title

____

Entity Name (if applicable)

CLOSING STATEMENT

This Addendum, together with the Private Placement Memorandum dated October 18, 2025, the Operating Agreement, and all exhibits and schedules, constitutes the complete offering materials for the Strategic Supplier Partnership Program.

The Strategic Supplier Partnership Program represents an innovative approach to aligning capital and execution in real estate development. However, it is complex, involves significant risks, and is suitable only for highly qualified suppliers who are also sophisticated investors.

Key Reminders:

1. **Investment merit must stand alone -** Do not rely on vendor profit projections to justify your investment

2. **Vendor status is not guaranteed -** Work volume may be substantially less than estimated

3. **Lock-up continues regardless -** Vendor termination does not create investment liquidity

4. **Program may be terminated -** Company has absolute right to end program if unsustainable

5. **Conflicts are inherent -** Dual roles create unresolvable conflicts you explicitly accept

6. **Professional advice essential -** Consult legal, tax, and financial advisors before investing

The Company makes no representation that Supplier Partners will earn any vendor profits or receive any particular work volume. The Company makes no representation that combined investment + vendor returns will exceed returns available from standard Class D investment.

Prospective investors should approach this opportunity with careful analysis, conservative assumptions, and full understanding of both the potential benefits and substantial risks.

---END OF STRATEGIC SUPPLIER PARTNERSHIP PROGRAM ADDENDUM---

For more information or to schedule a confidential discussion, contact TGIF, LLC at timbertopinvest.com.

This Executive Summary is confidential and proprietary. Distribution limited to qualified investors who have executed a Non-Disclosure Agreement.

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Date: December 11, 2025
Prepared By: TGIF, LLC
Approved By: Timbertop Land Company, LLC Management