UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

vs. **CASE NO. 8:20-CV-00325-MSS-AEP**

BRIAN DAVISON; BARRY M. RYBICKI; EQUIALT LLC; EQUIALT FUND, LLC; EQUIALT FUND II, LLC; EQUIALT FUND III, LLC; EA SIP, LLC,

Defendants, and

128 E. DAVIS BLVD, LLC; 310 78TH AVE, LLC; 551 3D AVE S, LLC; 604 WEST AZEELE, LLC; 2101 W. CYPRESS, LLC; 2112 W. KENNEDY BLVD, LLC; 5123 E. BROADWAY AVE, LLC; BLUE WATERS TI, LLC; BNAZ, LLC; BR SUPPORT SERVICES, LLC; BUNGALOWS TI, LLC; CAPRI HAVEN, LLC; EA NY, LLC; EQUIALT 519 3RD AVE SO., LLC; MCDONALD REVOCABLE LIVING TRUST; SILVER SANDS TI, LLC; TB OLDEST HOUSE EST. 1842, LLC,

Relief Defendants.
_____/

NOTICE OF FILING

Comes now, the Receiver, Burton W. Wiand, and in response to certain representations raised by Mr. Davison in his Opposition to the SEC Order to Show Cause (doc. 160), files the following Declarations:

1. Declaration of Robert Rohr, E-Hounds, authenticating certain text messages between Defendants Brian Davison and Barry Rybicki;

2. Declaration of Maria Yip, attaching Yip Associates' Ponzi analysis of the EquiAlt Funds; and

3. Declaration of Tony James Michael Kelly, General Manager of EquiAlt LLC, regarding new investment funds in process at the time of this Court's February 14, 2020 injunction.

Respectfully submitted,

s/Katherine C. Donlon
Katherine C. Donlon, FBN 0066941
kdonlon@wiandlaw.com
Jared J. Perez, FBN 0085192
jperez@wiandlaw.com
R. Max McKinley, FBN 119556
mmckinley@wiandlaw.com
WIAND GUERRA KING P.A.
5505 West Gray Street
Tampa, FL 33609
Tel: (813) 347-5100
Fax: (813) 347-5198
Attorneys for the Receiver, Burton W. Wiand

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on July 30, 2020, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

s/Katherine C. Donlon
Katherine C. Donlon, FBN 0066941

EXHIBIT 1

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

vs.

CIVIL ACTION

CASE NO. 8:20-CV-00325-MSS-AEP

BRIAN DAVISON; BARRY M. RYBICKI; EQUIALT LLC; EQUIALT FUND, LLC; EQUIALT FUND II, LLC; EQUIALT FUND III, LLC; EA SIP, LLC,

Defendants, and

128 E. DAVIS BLVD, LLC; 310 78TH AVE, LLC; 551 3D AVE S, LLC; 604 WEST AZEELE, LLC; 2101 W. CYPRESS, LLC; 2112 W. KENNEDY BLVD, LLC; 5123 E. BROADWAY AVE, LLC; BLUE WATERS TI, LLC; BNAZ, LLC; BR SUPPORT SERVICES, LLC; BUNGALOWS TI, LLC; CAPRI HAVEN, LLC; EA NY, LLC; EQUIALT 519 3RD AVE SO., LLC; MCDONALD REVOCABLE LIVING TRUST; SILVER SANDS TI, LLC; TB OLDEST HOUSE EST. 1842, LLC,

Relief Defendants.
_____/

DECLARATION OF ROBERT ROHR REGARDING AUTHENTICITY OF ELECTRONICALLY STORED INFORMATION ON DEFENDANT, BRIAN DAVISON'S, COMPUTER

Pursuant to Federal Rules of Evidence 902(13) and 902(14), Robert Rohr declares as follows:

1. I am over the age of 18 and have personal knowledge of the following facts.

2. I am a senior analyst at E-Hounds, Inc. ("**E-Hounds**"), which is located in Palm Harbor, Florida.

3. E-Hounds specializes in computer forensics and acquiring electronically stored information.

4. Pursuant to this Court's Sealed Order Granting Plaintiff's Emergency Ex Parte Motion For Appointment of Receiver and Memorandum of Law (Doc. 11), the Receiver retained E-Hounds to assist with information technology research.

5. On February 18, 2020, E-Hounds received an Apple MacBook Pro 13, serial number C02X11ACJHCC ("**MacBook**"). This MacBook was password protected. We were advised that Brian Davison was the primary user of the MacBook. E-Hounds then obtained the password for the MacBook through Brian Davison's attorney.

6. After receiving the password for the MacBook, E-Hounds created a forensic image of the data on the MacBook using Sumuri Recon Imager.

7. E-Hounds and attorney Robert Stines used Magnet AXIOM v4.1.1.20153 to review the data on the MacBook.

8. The User Account information from the MacBook's Operating System identified Brian Davison as the only user.

9. The methods of acquiring the data from the MacBook, creating a forensic image, and reviewing the data contained on the MacBook are industry-recognized processes that produce accurate and forensically sound results.

10. Upon request, E-Hounds can provide the digital identification for the forensic image and data, such as hash values.

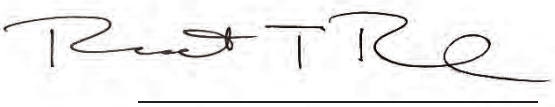
11. E-Hounds sent a copy of the forensic image to Brian Davison's counsel.

12. Based on the information contained in the contacts application on the MacBook and reviewing specific text messages, E-Hounds and attorney Robert Stines, Esq. determined that Barry Rybicki's phone number was 602-769-4266.

13. The MacBook contained thousands of text messages between Brian Davison and Barry Rybicki.

14. Excerpts of those text messages are attached to this declaration. The excerpts are accurate and exact copies of text messages contained on the MacBook.

I DECLARE under penalty of perjury that the foregoing is true and correct and is executed on this July 30, 2020.



Robert Rohr
E-Hounds, Inc.

FORENSIC EXAMINATION REPORT

CASE NUMBER E9563-17 (Davison)

Examiner	R Rohr
Case generated	Tuesday, June 9, 2020
Report generated	Thursday, July 30, 2020

CASE OVERVIEW

CASE PROCESSING DETAILS

SCAN 1

Scanned by R Rohr

Scan date Tuesday, June 9, 2020 12:53:41 PM

EVIDENCE OVERVIEW

Evidence items	1
Combined results	1,130,661

E9563-17 (DAVISON) (1,130,661)

Evidence number	E9563-17 (Davison)
Location	E9563-18-C02X11ACJHCC.dmg

Record 1

First Name	Brian
Last Name	Davison
Picture	
Created Date/Time - UTC+00:00 (M/d/yyyy)	7/30/2018 3:45:17 PM
Source Account	briandavison (Local User)
Company	False
Last Modified Date/Time - UTC+00:00 (M/d/yyyy)	7/30/2018 3:49:55 PM
Source	• E9563-18-C02X11ACJHCC.dmg - Partition 2 (Apple HFS+, 379.81 GB) E9563-18-C02X11ACJHCC\Users\briandavison\Library\Application Support\AddressBook\AddressBook-v22 abcddb • E9563-18-C02X11ACJHCC.dmg - Partition 2 (Apple HFS+, 379.81 GB) E9563-18-C02X11ACJHCC\Users\briandavison\Library\Application Support\AddressBook\Images\AAAA76F2-B5DD-4D2A-90D6-0ADFF9611B66
Location	• Table: ZABCDRECORD(Z_PK: 1) • n/a
Evidence number	• E9563-17 (Davison)
Recovery Method	• Parsing

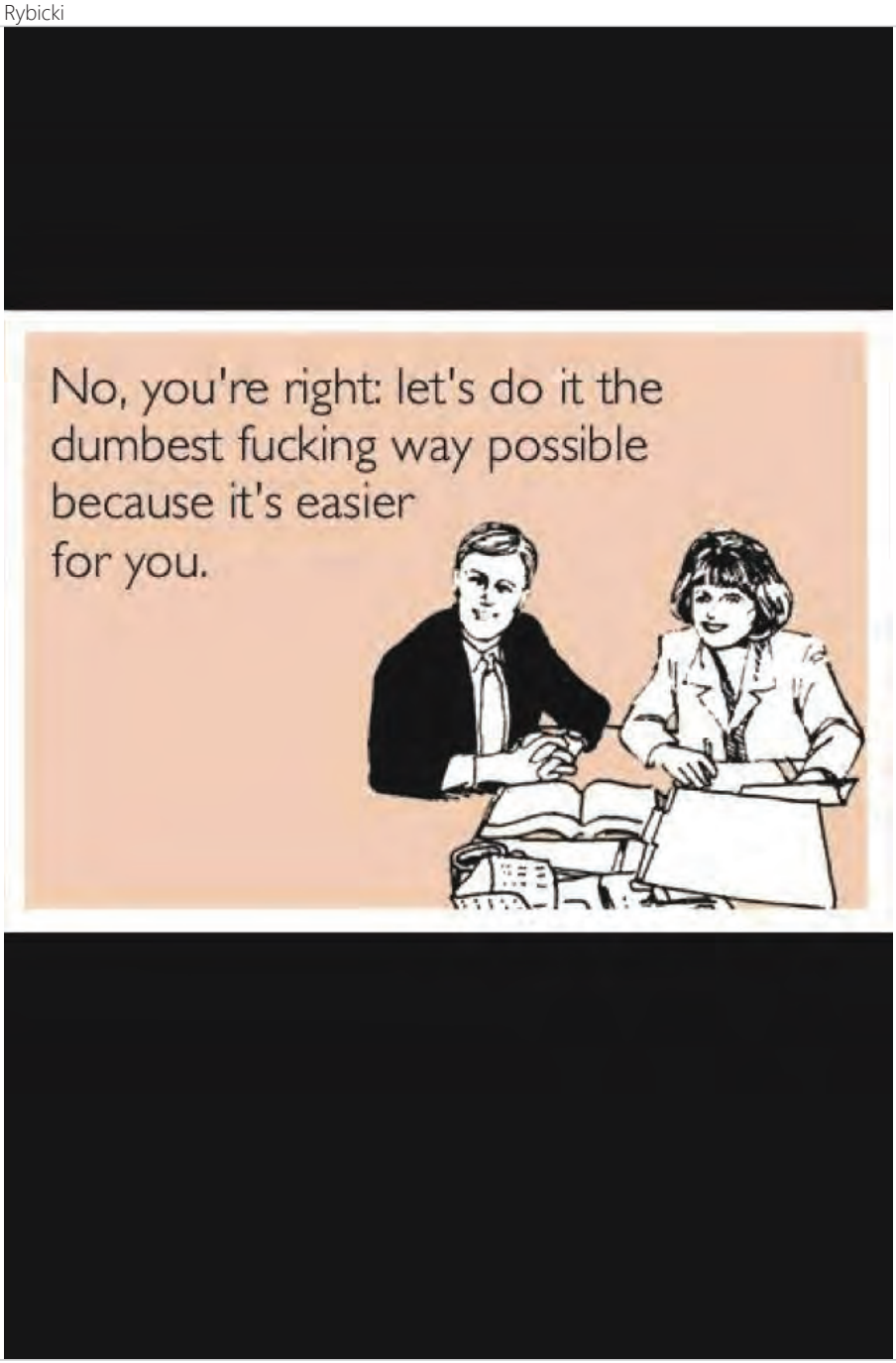
EVIDENCE OVERVIEW

Evidence items	1
Combined results	1,130,661

E9563-17 (DAVISON) (1,130,661)

Evidence number	E9563-17 (Davison)
Location	E9563-18-C02X11ACJHCC.dmg

Record 1

First Name	Barry
Last Name	Rybicki
Picture	
Mobile Phone	+1 (602) 769-4266
Home Email	barrymrybicki@gmail.com
Office Email	barry@EquiAlt.com
Created Date/Time - UTC+00:00 (M/d/yyyy)	7/30/2018 3:49:55 PM
Address	3313 E. Daley Lane, Phoenix, AZ, 85050, United States 23209 (old) N 44th Place, Phoenix, 85050, United States
Source Account	briandavison@ymail.com
Company	False
Note	WF: 1712021623 BR Support Svs C: 686369906

Last Modified Date/Time - UTC+00:00 (M/d/yyyy)	6/10/2019 2:04:33 PM
Source	• E9563-18-C02X11ACJHCC.dmg - Partition 2 (Apple HFS+, 379.81 GB) E9563-18-C02X11ACJHCC\Users\briandavison\Library\Application Support\AddressBook\Sources\FC0DB78A-55F5-47BA-83B7-446603F19176\AddressBook-v22.abcddb • E9563-18-C02X11ACJHCC.dmg - Partition 2 (Apple HFS+, 379.81 GB) E9563-18-C02X11ACJHCC\Users\briandavison\Library\Accounts\Accounts4.sqlite • E9563-18-C02X11ACJHCC.dmg - Partition 2 (Apple HFS+, 379.81 GB) E9563-18-C02X11ACJHCC\Users\briandavison\Library\Application Support\AddressBook\Sources\FC0DB78A-55F5-47BA-83B7-446603F19176\Images\03771F47-2727-4754-A2C3-B1D35D645B42.jpeg
Location	• Table: ZABCDRECORD(Z_PK: 252) • Table: ZABCDPHONENUMBER(Z_PK: 314) • Table: ZABCDEMAILADDRESS(Z_PK: 196) • Table: ZABCDEMAILADDRESS(Z_PK: 197) • Table: ZABCDPOSTALADDRESS(Z_PK: 169) • Table: ZABCDPOSTALADDRESS(Z_PK: 170) • Table: ZABCDNOTE(Z_PK: 16) • Table: ZACCOUNT(Z_PK: 15) • n/a
Evidence number	• E9563-17 (Davison)
Recovery Method	• Parsing

+16027694266

8/21/2018 11:43:06 PM

No 2 billion and no houses…just how I roll buddy

briandavison@ymail.com

8/21/2018 11:43:29 PM

What?

+16027694266

8/21/2018 11:43:45 PM

If the 2 billion doesn't come than nobody is getting a house

briandavison@ymail.com

8/21/2018 11:43:52 PM

Oh

briandavison@ymail.com

8/21/2018 11:44:02 PM

Well they can get a house we just have to wait until US Capitol really turned on the engine

Exactly. We have a plan either way its either on super drive OR we just put the hard hours in

briandavison@ymail.com

8/21/2018 11:44:49 PM

Yep

+16027694266

8/23/2018 6:32:13 PM

Agreed but lets just take a breath before doing anything here for a minute. Lets get this approval from uscap and see if the 2b comes thru and from there we can pull the plug.

+16027694266

8/23/2018 6:32:33 PM

If uscap gets us 25 million to start with than we can funnel a lot of the shit out of the funds

briandavison@ymail.com

8/23/2018 6:32:39 PM

Sure, always sleep on it:)

+16027694266

8/23/2018 6:32:46 PM

Plus we than know more is coming on the back of it

briandavison@ymail.com

8/23/2018 6:32:57 PM

Right, but it's been 3mos of us just waiting

briandavison@ymail.com

8/23/2018 6:33:17 PM

Maybe I have Michelle call the clients to renewal

briandavison@ymail.com

8/23/2018 6:33:37 PM

I feel like I need to do something to solve the issues

+16027694266

8/23/2018 8:57:06 PM

so Andre is blowing me up and wants me to call him. Should I leak it out that there is a possibility because of the lack of investment that fund 2 could be frozen until assets are sold? Or just wait

briandavison@ymail.com 9/17/2018 10:35:52 PM
What do we owe against fund 2?

+16027694266 9/17/2018 10:38:01 PM
29 million

briandavison@ymail.com 9/17/2018 10:39:06 PM
Shut

briandavison@ymail.com 9/17/2018 10:39:21 PM
Not worth 42mm

+16027694266 9/17/2018 10:40:01 PM
What LTV are we working with?

briandavison@ymail.com 9/17/2018 10:40:08 PM
70

briandavison@ymail.com 9/17/2018 10:40:19 PM
Just as a rough

+16027694266 9/17/2018 10:40:30 PM
Let me see

briandavison@ymail.com 9/18/2018 1:29:12 AM
Email is set

+16027694266 9/18/2018 1:50:22 AM
👍

+16027694266 9/20/2018 7:16:56 PM
Disregard those 2 emails requests from Andre. He's an idiot!!

briandavison@ymail.com 9/22/2018 1:57:18 PM
When you get a chance will you send over the cash AUM in each fund?

+16027694266 9/22/2018 1:58:48 PM
Fund: $83,096,467

2: $29,000,973

Sip: $11,497,245

briandavison@ymail.com 9/22/2018 1:59:27 PM

briandavison@ymail.com 9/22/2018 1:59:43 PM

Off the top of your head??

+16027694266 9/22/2018 1:59:47 PM

LOL

briandavison@ymail.com 9/22/2018 1:59:48 PM

Lol

+16027694266 9/22/2018 2:00:21 PM

I had just sent it to tony for a report he was doing

briandavison@ymail.com 9/22/2018 2:02:54 PM

Ha

+16027694266 9/22/2018 2:03:34 PM

Timing is everything

+16027694266 9/28/2018 12:10:03 AM

I am going to have Cal and Ben deposit all bigger investments 250k and above into Fund 1. All the smaller stuff goes into fund 2 and any growth will go into EA SIP. Cool cool

briandavison@ymail.com 9/28/2018 12:10:26 AM

briandavison@ymail.com 10/11/2018 12:35:17 PM

Hey. So rough outlook on the reit- this Q will be 18%
And if we collect rent for Q4 we will be at 11.43 for the year.

briandavison@ymail.com 10/11/2018 12:35:31 PM

+16027694266 10/11/2018 12:35:36 PM

Damn!!!

+16027694266 10/11/2018 12:36:16 PM

I know Paul said he was waiting for some numbers still so I knew they must be good because you don't wait for bad numbers! LOL

briandavison@ymail.com 10/11/2018 12:36:37 PM

He should be all good now

briandavison@ymail.com 10/11/2018 12:36:48 PM

Will you email him now to ask

+16027694266 10/11/2018 12:37:37 PM

He called me yesterday at 3 pm so I'm thinking he's still waiting for something from Denver. That's what he said. Unless you got a later email??

briandavison@ymail.com 10/11/2018 12:38:01 PM

Denver is finishing up stuff

+16027694266 10/11/2018 12:38:21 PM

Ya he just needs that and than he said he's good to go

briandavison@ymail.com 10/11/2018 12:38:29 PM

Ok

+16027694266 10/11/2018 12:38:42 PM

I capped the commission at 9.5%. Just like the REIT

briandavison@ymail.com 10/11/2018 12:38:54 PM

Ok

+16027694266 10/11/2018 12:39:10 PM

6.5 plus an additional 3 buffer for marketing and bonus stuff

briandavison@ymail.com 10/11/2018 12:39:19 PM

Ok

+16027694266 10/11/2018 12:40:20 PM

Cal said Sandlaper called him yesterday asking how close we were to it so I think that's a good sign

briandavison@ymail.com 10/11/2018 12:40:45 PM

Sweet

10/11/2018 1:25:13 PM

What is our total investor liability for the growth accounts in fund I?

+16027694266 10/11/2018 1:26:24 PM

Growth accounts only for fund 1?

briandavison@ymail.com 10/11/2018 1:26:30 PM

Yes

+16027694266 10/11/2018 1:26:39 PM

Give me a couple.

+16027694266

10/11/2018 1:34:51 PM

I can tell you the opening investment balance is 20,080,917 but I it would take a while to pull every account to see exactly what they have in their accounts with interest earned

+16027694266

10/11/2018 1:35:56 PM

Also keep in mind that even though they are marked as growth we have paid people their interest earned to date when requested over the years

briandavison@ymail.com

10/11/2018 1:36:52 PM

At a total liability of 95mm fund I will not have a lot left over

+16027694266

10/11/2018 1:37:53 PM

Ya I think we have kind of been figuring that for awhile now...I think its a bonus IF there is anything left but if not than at least its wrapped up and behind us which has a lot of value to it as well

briandavison@ymail.com

10/11/2018 1:38:41 PM

Right

+16027694266

10/11/2018 1:40:09 PM

I know we are on pace to raise 6 million this month so hopefully that will be the case and we can at least get cash rich again!

briandavison@ymail.com

10/11/2018 1:50:33 PM

That really is the key

briandavison@ymail.com

10/11/2018 1:50:42 PM

After we ditch fundi

+16027694266

10/11/2018 1:51:57 PM

I really think so man, we just nibble away at fund 1 with sales and REIT transfers etc.... We keep pushing a little bit into the fund on a monthly basis for redemptions etc... and over the course of a year or so its GONE!

briandavison@ymail.com

10/11/2018 1:52:35 PM

Yep

+16027694266

10/11/2018 1:52:45 PM

I just put 552k in there for this month plus I want to throw another million in there between now and the end of the year for our bonus and we just keep to the plan

+16027694266

10/11/2018 1:53:27 PM

No panic just precise decisions and before we know it the damn thing is paid off!

briandavison@ymail.com

10/11/2018 1:53:37 PM

I agree with that generally but we can't get too aggressive until I know that I can pay full market value for some of those assets and the other entities we have to raise a lot of money in EaSIp

+16027694266

10/11/2018 1:53:57 PM
forsure

briandavison@ymail.com
10/11/2018 1:54:06 PM

+16027694266
10/11/2018 1:54:38 PM
Even if we take 100k to 150k from the fund or from fund 1 and fund 2 that will not look absurd for what we are managing

briandavison@ymail.com
10/11/2018 1:55:00 PM
True

+16027694266
10/11/2018 1:55:24 PM
I want to say we took 250k on bonus from fund 2 so its not a crazy number. We just need to pump the cash into the damn things plus get some sales etc... to prove the funds are healthy

+16027694266
10/11/2018 1:55:37 PM
I think healthy is the clue really

briandavison@ymail.com
10/11/2018 1:56:00 PM
Very true

+16027694266
10/11/2018 1:56:46 PM
And if we can rock out at 6 million raised per month and we are cash hoarding outside of redemptions and development we should be looking sweet

briandavison@ymail.com
10/11/2018 1:58:14 PM
Right.

briandavison@ymail.com
10/11/2018 1:58:37 PM
6mm month is solid

+16027694266
10/11/2018 2:02:00 PM
Agreed and with a bit of luck we could push that number with some bigger deals coming in

briandavison@ymail.com
10/11/2018 2:05:14 PM
Yes

briandavison@ymail.com
10/11/2018 2:06:25 PM
And depending how much we can raise and how fast, that may give us flexibility

+16027694266
10/11/2018 2:08:25 PM
Yes it does, as we say, CASH is the KING

+16027694266
10/11/2018 2:08:59 PM
Do you think we should look at moving another million over to the REIT for Q4 on those transfers?

+16027694266
10/11/2018 2:09:35 PM
Or just wait and see what gets raised this month etc...

briandavison@ymail.com
10/11/2018 2:10:53 PM
Always ☺

briandavison@ymail.com
10/11/2018 2:17:10 PM
Yes

briandavison@ymail.com
10/11/2018 2:17:15 PM
Keep reit growing

+16027694266
10/11/2018 2:21:27 PM
Ok. I will get with tony and let him know we want to move at least 1.25 million into REIT as soon as he's good

briandavison@ymail.com
10/11/2018 2:23:01 PM
Ok. He has that list of people that want to love

briandavison@ymail.com
10/11/2018 2:23:04 PM
Move

+16027694266
10/11/2018 2:23:14 PM
Perfect.

+16027694266
10/11/2018 2:23:42 PM
Oneals have 1.25 ready so it's a clean move

briandavison@ymail.com
10/11/2018 2:27:49 PM
Nice

briandavison@ymail.com
10/11/2018 2:28:03 PM
Please cc Michelle and Denver in the email also

+16027694266
10/11/2018 2:29:50 PM
Will do

+16027694266
10/11/2018 2:48:03 PM
I spoke with Tony and the email to everyone is sent.

briandavison@ymail.com
10/11/2018 2:48:34 PM
Ok

+16027694266
10/11/2018 2:49:45 PM
I finally got Andre on the renewal without sending the funds back program! That will alleviate his stress

briandavison@ymail.com 10/25/2018 5:28:43 PM
We should stagger out the commissions over years to stop the drain

briandavison@ymail.com 10/25/2018 5:30:59 PM
On the qoz

+16027694266 10/25/2018 5:40:50 PM
You won't have to worry about commissions as much as you think.

+16027694266 10/25/2018 5:41:12 PM
The only people taking commission will more than likely be you me and the rest of the sales team that are over here.

+16027694266 10/25/2018 9:37:30 PM
We're doing all kinds of real estate on the QOZ correct not just single-family residence and not just residential we could do commercial as well

briandavison@ymail.com 10/25/2018 9:38:08 PM
Yes.

+16027694266 10/25/2018 9:38:30 PM
K

briandavison@ymail.com 11/2/2018 8:11:01 PM
REIT: Basically need about 15k per million invested in sells profit per quarter to offset fees to stay about 12% return

+16027694266 11/2/2018 8:37:54 PM
That's doable right

briandavison@ymail.com 11/2/2018 8:38:18 PM
We need to get capital raising firing on all cylinders to do it

+16027694266 11/2/2018 8:38:32 PM
Gotcha

briandavison@ymail.com 11/2/2018 8:38:37 PM
Otherwise if we start taking fees out yield will drop to about 8% on the REIT

+16027694266 11/2/2018 8:43:50 PM
Got it. We need to be at what 30 million before taking fees

briandavison@ymail.com 11/9/2018 6:23:15 PM
With. 2mm in EASIP in the next 30 days we can make a deal for 100k profit each

+16027694266
11/9/2018 6:23:52 PM
Dude I think I can get that done

briandavison@ymail.com
11/9/2018 6:24:18 PM
It's in the zone and it price RE

+16027694266
11/9/2018 6:27:26 PM
Growth account right

briandavison@ymail.com
11/9/2018 6:30:05 PM
Let me call you in 20

briandavison@ymail.com
3/25/2019 4:19:16 PM
We need to change the math it looks like we're running a negative

briandavison@ymail.com
3/25/2019 4:19:41 PM
Need to use true operating income or just NOI

+16027694266
3/25/2019 4:19:46 PM
On the REIT

briandavison@ymail.com
3/25/2019 4:19:55 PM
Not what they have with the depreciation

briandavison@ymail.com
3/25/2019 4:20:12 PM
The depreciation has negative

+16027694266
3/25/2019 4:20:55 PM
Ok, can Denver get the numbers we want to them to correct?

+16027694266
3/25/2019 4:21:05 PM
Or point it out so I can do it

briandavison@ymail.com
3/25/2019 4:25:02 PM
We need to get Mick to allow it

+16027694266
3/25/2019 4:30:15 PM
Ok, maybe we should have Denver speak with Grant over at Mick Law to make sure it gets done properly?

briandavison@ymail.com
10/24/2019 10:53:06 PM
Huge pull out.

briandavison@ymail.com
10/24/2019 10:53:15 PM

Have to see if we can afford to pay them back $300,000 right now

+16027694266

10/24/2019 10:54:00 PM

Yep

+16027694266

10/24/2019 11:19:07 PM

I know we have been concentrating on the new QOZ but I think we need to get the new fund out ASAP. Much easier to bank 1 fund versus having to feed all 5. If that makes sense??

briandavison@ymail.com

10/24/2019 11:19:36 PM

Yes.

+16027694266

10/24/2019 11:20:10 PM

I just feel like I'm getting nowhere and we are raising 4.5-5 million a month

briandavison@ymail.com

10/24/2019 11:20:38 PM

Yes, we do need to grow

briandavison@ymail.com

10/24/2019 11:20:50 PM

We need to raise more money than we were a year ago

+16027694266

10/24/2019 11:21:34 PM

My way doesn't work if that's what's needed

briandavison@ymail.com

10/24/2019 11:21:55 PM

We need to pivot.

briandavison@ymail.com

10/24/2019 11:22:20 PM

What we tried to implement last dec really hasn't worked yet

+16027694266

10/24/2019 11:22:39 PM

And in fact it's only going to be worse because of licensing requirements and honestly I don't have the answer other than a broker dealer and a monthly fee around 30k or so

briandavison@ymail.com

10/24/2019 11:23:19 PM

Yeah. Let's talk tomorrow

+16027694266

10/24/2019 11:23:22 PM

Ya this is burnt

+16027694266

10/24/2019 11:23:28 PM

K

briandavison@ymail.com

10/24/2019 11:23:46 PM

Or we just need more licensed people

+16027694266

10/24/2019 11:24:56 PM

That's the broker dealer way

briandavison@ymail.com 10/24/2019 11:25:16 PM

Will you get an update from cal and Christos on the Bloomberg

+16027694266 10/24/2019 11:25:32 PM

Yes

briandavison@ymail.com 10/24/2019 11:25:45 PM

Maybe just hit more B/D's to fine one that can actually execute inside of half a year

+16027694266 10/24/2019 11:26:32 PM

We need a BD for the fund is the bottom line. The QOZ is cool and all but we need normal money flow

briandavison@ymail.com 10/24/2019 11:26:41 PM

Yeah

+16027694266 10/24/2019 11:26:53 PM

We are spending more than what we can raise and it's basically and inverted funnel

+16027694266 10/24/2019 11:27:10 PM

Need another BD

briandavison@ymail.com 10/24/2019 11:27:56 PM

Well, let me get the exact projections, but after a few mill more the funds will be self sufficient.

+16027694266 10/24/2019 11:28:24 PM

K even with end of term pull out

briandavison@ymail.com 10/24/2019 11:28:36 PM

Well, that's another drag

briandavison@ymail.com 10/24/2019 11:34:12 PM

Another significant weakness in our strategy is: none of the investors are "ours".

briandavison@ymail.com 10/25/2019 1:15:21 AM

Worst brown ever

briandavison@ymail.com 10/25/2019 1:15:36 AM

+16027694266 10/25/2019 1:16:43 AM

Dude! That's bad and the answer is no I don't want a caramel colored car

briandavison@ymail.com 10/25/2019 3:07:24 PM

When is good to talk?

+16027694266
10/25/2019 3:12:21 PM
Any time is good for me

briandavison@ymail.com
10/25/2019 6:46:21 PM

+16027694266
10/25/2019 6:47:24 PM
And so it begins

briandavison@ymail.com
10/25/2019 6:55:02 PM
50k bill

briandavison@ymail.com
10/25/2019 6:55:05 PM

+16027694266
10/25/2019 6:57:39 PM
We should've been lawyers man

+16027694266
10/25/2019 6:57:49 PM
Just like you said

briandavison@ymail.com
10/25/2019 6:57:54 PM
Christ

+16027694266
10/25/2019 7:02:29 PM
I know we are fronting our part and the fund has to reimburse so we do have the ability to get the money back. At least there isn't a black hole!

briandavison@ymail.com
10/25/2019 7:05:27 PM
Feels like a black hole today Barry lol

+16027694266
10/25/2019 7:05:35 PM
LOL

+16027694266
10/25/2019 7:12:00 PM
Welcome to my world of supporting 7 kids!!!

+16027694266
11/1/2019 8:30:28 PM
Sec is calling our investors now

briandavison@ymail.com
11/1/2019 8:30:35 PM
TX for weds this weekend

briandavison@ymail.com
11/1/2019 8:30:40 PM
I got it

briandavison@ymail.com
11/1/2019 8:30:43 PM
Can't do anything about it

+16027694266
11/1/2019 8:30:53 PM
Could be why we are getting redemptions.

briandavison@ymail.com
11/1/2019 8:30:57 PM
We gave them everything

briandavison@ymail.com
11/1/2019 8:31:13 PM
We will have to lock up the fund I guess

+16027694266
11/1/2019 8:31:14 PM
Maybe we should think about freezing the fund and getting the new one open ASAP

+16027694266
11/1/2019 8:31:30 PM
LOL same thoughts

briandavison@ymail.com
11/1/2019 8:31:43 PM
Yep

briandavison@ymail.com
11/1/2019 8:31:44 PM
All we can do

+16027694266
11/1/2019 8:32:14 PM
K. Let's see what Paul states in regards to the new fund and let's talk about it on Monday

briandavison@ymail.com
11/1/2019 8:33:10 PM
Jessica seems to be out of her depth with Andre

+16027694266
11/1/2019 8:33:34 PM
I think she is getting played like a fool.

briandavison@ymail.com
11/1/2019 8:33:40 PM
That

+16027694266
11/1/2019 8:34:10 PM
We NEVEr should've given as much information on advisors etc as we did. TERRIBLE advice.

briandavison@ymail.com
11/1/2019 8:34:19 PM
Will you email Paul, need to see about crisis management

briandavison@ymail.com

11/1/2019 9:04:29 PM
I'm thinking that this whole thing is a nuclear bomb so might as well just send them the jacked up quickbooks from Michelle and f-it

+16027694266

11/1/2019 9:05:43 PM
Well...not really a great idea. Paul seems to think we can stop this ASAP or get a federal judge involved to stop it with an immediate injunction

briandavison@ymail.com

11/1/2019 9:05:57 PM
Oh sweet

+16027694266

11/1/2019 9:06:24 PM
Maybe we can sue for damages if we are forced into redemptions

briandavison@ymail.com

11/1/2019 9:07:54 PM
Seems like we should have some 1. Clear path, 2. Clear timeline,

+16027694266

11/1/2019 9:08:30 PM
Agreed

briandavison@ymail.com

11/1/2019 9:08:51 PM
Reasonable professional behavior

briandavison@ymail.com

11/1/2019 9:09:11 PM
For a company that is easily verifiable and no complaints

briandavison@ymail.com

11/1/2019 10:22:02 PM
What a letter to send. It almost undermines their credibility

+16027694266

11/1/2019 10:25:18 PM
That's damage control. That's a knowing that the guy was uncooperative telling you to go fuck yourself and this is the email I'm going to send just in case you take it to a federal judge. That's exactly what that email is. Covering his ass

+16027694266

11/1/2019 10:28:01 PM
How about that for being an asshole to write. You do a random call trying to find us lying about something. And the person you pick tells you were happy with EquiAlt we love everything that we're doing and I'm not answering anymore questions from you because it's none of your business. LOL

briandavison@ymail.com

11/1/2019 10:29:03 PM
Right

briandavison@ymail.com

11/1/2019 11:04:59 PM
It's really just up to us to manage this.

+16027694266

11/7/2019 10:11:58 PM
Dude! I'm completely over this SEC shit man. This guy is a fucking liar!!! He is wasting so much time and just killing every advisor and investor we have!!

briandavison@ymail.com
11/7/2019 10:25:08 PM
More bad news; have you seen the redemptions? We don't have cash for them

+16027694266
11/7/2019 10:26:19 PM
Not sure what to do, we are in a hole right now. I will say we did raise like 1.3 million in last couple of days but not sure that even matters right now

briandavison@ymail.com
11/7/2019 10:26:40 PM
1.3 for fund

briandavison@ymail.com
11/7/2019 10:26:43 PM
?

+16027694266
11/7/2019 10:26:45 PM
yes

briandavison@ymail.com
11/7/2019 10:26:51 PM
Maybe my report is old

+16027694266
11/7/2019 10:27:03 PM
If they keep calling it just kills all momentum

briandavison@ymail.com
11/7/2019 10:27:03 PM
Let me check it tomorrow

briandavison@ymail.com
11/7/2019 10:27:07 PM
Yep

+16027694266
11/7/2019 10:27:50 PM
My bad for the fund it was 994k. Doesn't really matter

briandavison@ymail.com
11/7/2019 10:28:09 PM
NEED the Bloomberg/BD to go or own marketing

briandavison@ymail.com
11/7/2019 10:28:18 PM
It matters

+16027694266
11/7/2019 10:29:19 PM
Its just a slow walk to China man!

briandavison@ymail.com
11/7/2019 10:29:55 PM
What?

+16027694266

11/7/2019 10:30:52 PM
Getting the BD or our own marketing is a slow walk to China....just takes forever. We are in the middle of doing our own but this time of the year is terrible for seminars, focus groups, conferences etc...

briandavison@ymail.com
11/7/2019 10:31:06 PM
Oh right

+16027694266
11/7/2019 10:31:39 PM
Everyone is on holiday and those who are not on holiday are taking calls from the SEC and than blowing us or the advisors up! LOL

+16027694266
11/7/2019 10:32:11 PM
Than you have all of Dales clients requesting out....so its just a bit of a pain right now

briandavison@ymail.com
11/7/2019 10:32:23 PM
Yep

briandavison@ymail.com
11/7/2019 10:32:47 PM
We may just need to negotiate pieces to them

briandavison@ymail.com
11/7/2019 10:33:13 PM
I have 800k in redemptions on my desk now with Ryan's last emails

briandavison@ymail.com
11/7/2019 10:36:43 PM
It is what it is. Our council should have controlled this better from the start. They are lost

briandavison@ymail.com
11/7/2019 10:37:24 PM
They did not even know the 35 accredited person rule. And they have now Experience in accounting to prepare our stuff going over

+16027694266
11/7/2019 10:41:38 PM
I just have to figure something out. This doesn't fall first on the attorneys it falls first on me and I have got to figure it out. Just pisses me off this guy says one thing and does another. I just told Rachael basically to fuck off with her PPM and pro forma request. Get it from andre I am sure he is asking the investors for it!

briandavison@ymail.com
11/7/2019 10:45:19 PM
I just landed, haven't gone through emails yet

briandavison@ymail.com
11/7/2019 10:45:41 PM
Well, it falls on both of us. The next call is to our office

briandavison@ymail.com
11/7/2019 10:45:52 PM
We do get calls from investors

+16027694266
11/7/2019 10:46:23 PM
Really?? Not sure how or why but that's weird

briandavison@ymail.com
11/7/2019 10:47:00 PM
Redemptions

+16027694266
11/7/2019 10:47:15 PM
And really my point is I have to figure this out. It's my side so I will try and sort it

briandavison@ymail.com
11/7/2019 10:47:33 PM
Your not an island

+16027694266
11/7/2019 10:47:33 PM
Gotcha

briandavison@ymail.com
11/21/2019 11:55:13 PM
90-120 days for reg A

+16027694266
11/21/2019 11:55:59 PM
Gheez. Let's get on it though because you know that really means 6-7 months

briandavison@ymail.com
11/22/2019 12:03:46 AM
Yes, but I think it's the right thing to do

briandavison@ymail.com
11/22/2019 12:04:02 AM
We have other buckets for money in the meantime

+16027694266
11/22/2019 12:24:48 AM
Exactly on both

briandavison@ymail.com
12/20/2019 2:20:33 AM
Did you get the key words list?

+16027694266
12/20/2019 2:21:37 AM
No

briandavison@ymail.com
12/20/2019 2:22:40 AM
Well looks like the Berkeley and Evergreen products will be ready very soon

+16027694266
12/20/2019 2:23:52 AM
Agreed

briandavison@ymail.com

briandavison@ymail.com
12/22/2019 5:38:06 PM
I'm pretty frustrated I can't find the article about the licensing

+16027694266
12/22/2019 5:40:00 PM
Ya all I can find is the accredited stuff that states a 65 license holder can pass for an investor to purchase private equity stuff

briandavison@ymail.com
12/22/2019 5:44:43 PM
Yeah

+16027694266
12/22/2019 5:46:35 PM
Which implies a 65 is good for a PPM but who knows

briandavison@ymail.com
12/22/2019 5:47:28 PM
Maybe only if that investor actually holds a valid 65. Not that a 65 holder can sell a PPM for compensation...

briandavison@ymail.com
12/22/2019 5:47:46 PM
Let's talk about what bank to use

+16027694266
12/22/2019 5:48:40 PM
Bank for?

briandavison@ymail.com
12/22/2019 5:49:14 PM
New entity

briandavison@ymail.com
12/22/2019 5:49:33 PM
Not sure if we should use boa for all our stuff

briandavison@ymail.com
12/22/2019 5:49:37 PM

+16027694266
12/22/2019 5:49:49 PM
Bank of America is good plus we have all the scanners

briandavison@ymail.com
12/22/2019 5:50:01 PM
Yeah.

+16027694266
12/22/2019 5:56:35 PM
Simple simple

briandavison@ymail.com
12/24/2019 2:44:30 PM
Morning. So, I have the first draft of the PPM for evergreen

+16027694266
12/24/2019 5:59:53 PM
Sounds good. Anything abnormal?

briandavison@ymail.com
12/24/2019 6:00:27 PM

No.

+16027694266
12/24/2019 6:01:47 PM
Perfect

briandavison@ymail.com
12/24/2019 6:02:26 PM
Just Incase you and Ron want input-

+16027694266
12/24/2019 6:02:44 PM
Ron said he is thinks February 1. 🤞

briandavison@ymail.com
12/24/2019 6:03:13 PM
So, I'm thinking we write a detailed year update for the funds with all plans to address the regulatory letters and calls

+16027694266
12/24/2019 6:03:32 PM
Sounds good

briandavison@ymail.com
12/27/2019 12:02:44 AM
We are allowed to raise new funds for fund 1 to replace existing debentures - Kush now to grow

+16027694266
12/27/2019 12:03:17 AM
Got it

+16027694266
12/27/2019 12:03:54 AM
Maybe we can take the million or so we raise during this break we can just throw into fund 1 and get rid of these requests???

briandavison@ymail.com
12/27/2019 12:06:22 AM
Check your email

+16027694266
12/27/2019 12:07:04 AM
Nothing yet

briandavison@ymail.com
12/27/2019 12:07:22 AM
I have to get with Denver to see about it. But 1.8 in Fund account was 3.1 earlier

briandavison@ymail.com
12/27/2019 12:07:53 AM
Doesn't show a current million into Fund1

+16027694266
12/27/2019 12:09:45 AM
We haven't deposited it or received it yet to deposit it. One fedex comes tomorrow and another just arrived today for a total of 330k I believe

briandavison@ymail.com
12/27/2019 12:10:02 AM
Oh

briandavison@ymail.com 12/27/2019 12:10:45 AM
Well, we can just schedule them to take out the existing

+16027694266 1/24/2020 12:11:02 AM
I have someone who wants to put 238k in the REIT. Can we do that? It would cover the redemption request that's already existing as well if it's possible

briandavison@ymail.com 1/24/2020 12:11:22 AM
Uggg.

briandavison@ymail.com 1/24/2020 12:11:31 AM
We know it's not going to be a reit

briandavison@ymail.com 1/24/2020 12:12:18 AM
Paul is supposed to have a statement prepared this week about that

briandavison@ymail.com 1/24/2020 12:12:36 AM
Email Paul

+16027694266 1/24/2020 12:13:39 AM
Are we liquidating the REIT to anybody who wanted the REIT for tax benefit or how is that working with existing investors

briandavison@ymail.com 1/24/2020 12:14:32 AM
Have to see what they want to do. I want to convert the REIT to an equity fund with all the same characteristics

+16027694266 1/24/2020 12:15:11 AM
So these people are only interested in 7% with the bonus versus the eight. So maybe they would fit into the new product anyways

briandavison@ymail.com 1/24/2020 12:16:03 AM
I hope so. It would functionally be the same as heh REIT for the investors, just means I don't have to work with the restrictions

briandavison@ymail.com 1/24/2020 12:16:19 AM
Last year we paid like 12% right?

briandavison@ymail.com 1/24/2020 12:16:30 AM
It's a fully audited great product

+16027694266 1/24/2020 12:16:55 AM
Yes 11 or 12 I believe. Maybe 12.5

briandavison@ymail.com 1/24/2020 12:17:07 AM

I hope it's the future

+16027694266 1/24/2020 12:17:39 AM

I'm thinking we should take this investment because I know what they're looking to do. It also gives us liquidity to get rid of the [redacted]. And when we get rid of the [redacted] they only get paid back at 90% so the fund actually makes 10% on that. Just a thought

+16027694266 1/24/2020 12:17:49 AM

Because if it swaps into exactly what they're looking for that's a win-win

briandavison@ymail.com 2/6/2020 9:58:15 PM

We have the insurance packages completed. We should schedule a call to sort out operations and accounting guidelines ASAP

briandavison@ymail.com 2/6/2020 9:58:25 PM

This is about Berkeley

+16027694266 2/6/2020 9:59:07 PM

Perfect. Do you want me to have Will set it up

briandavison@ymail.com 2/6/2020 10:22:12 PM

Only if someone from Berkeley accounting is on the call. The trust guys is not for us.

+16027694266 2/6/2020 11:24:55 PM

Becky is going to send it here shortly

briandavison@ymail.com 2/6/2020 11:31:14 PM

briandavison@ymail.com 2/7/2020 12:19:57 AM

Can you chat,

+16027694266 2/7/2020 3:53:23 AM

I sent some information to your personal email

briandavison@ymail.com 2/7/2020 4:46:55 PM

briandavison@ymail.com 2/7/2020 4:50:14 PM

Btw: 200k went in to fund 2 form hold Star.

+16027694266 2/7/2020 4:56:55 PM

When?

briandavison@ymail.com
2/7/2020 4:57:03 PM
Yesterday

briandavison@ymail.com
2/7/2020 4:57:27 PM
I have a 4:30 call today with legal about how to pay

+16027694266
2/7/2020 4:58:15 PM
Got it.

briandavison@ymail.com
2/7/2020 4:59:02 PM
Just a heads up

+16027694266
2/7/2020 5:00:18 PM
I'm wondering if that is the one from Tuesday that was held over or if it's new. Either way we will handle it. If it's new we may have to send it back if they are not ok with a transaction fee

+16027694266
2/7/2020 5:00:32 PM
Did you get my other information

briandavison@ymail.com
2/7/2020 5:01:00 PM
I did.

briandavison@ymail.com
2/7/2020 5:01:21 PM
We can hold it if they Give us a week to sort out

+16027694266
2/7/2020 5:01:24 PM
OK cool

+16027694266
2/7/2020 5:01:55 PM
Yeah no problem

+16027694266
2/7/2020 10:46:37 PM
Not wanting to overreact or sugar cot this but that puts everybody out of a job on this side than right.

briandavison@ymail.com
2/7/2020 10:47:38 PM
1. There is a very narrow exemption.

briandavison@ymail.com
2/7/2020 10:47:51 PM
2. We need to buy or build a BD

+16027694266
2/7/2020 10:48:01 PM
Ok

briandavison@ymail.com
2/7/2020 10:59:54 PM
We could still taking money and just deferred compensation until the broker dealer situation is resolved

briandavison@ymail.com
2/7/2020 11:00:16 PM
If Ron gets his stuff up and going that could be a fast fix

+16027694266
2/7/2020 11:08:34 PM
I'm meeting with everyone tomorrow to let them know the situation. Do you want to keep Becky on or just sort out the clients another way

briandavison@ymail.com
2/7/2020 11:09:46 PM
Keep becky and or you if we can meet the other criteria of the exemption.

briandavison@ymail.com
2/7/2020 11:10:26 PM
Lets just talk tomorrow. Feels like we can work a future out.

briandavison@ymail.com
2/7/2020 11:10:40 PM
Does Ron want a partner?

+16027694266
2/7/2020 11:12:31 PM
I will leave that for you guys to discuss. Do you want me to tell him you would like to talk

briandavison@ymail.com
2/7/2020 11:50:43 PM
Do you remember when that call was with Jessica Jon and Paul when Paul said we just needed a series 7 to sell this?

+16027694266
2/7/2020 11:53:57 PM
October

briandavison@ymail.com
2/7/2020 11:55:19 PM
Oct 3 or 22 - I show two conference calls that month

+16027694266
2/8/2020 12:02:11 AM
I want to say the 22nd

+16027694266
2/8/2020 12:48:01 AM
Should we send an email to the advisors tonight?

briandavison@ymail.com
2/8/2020 12:48:25 AM
I think it can wait time first thing on Monday

+16027694266
2/8/2020 12:51:14 AM
K. Should that come from the attorneys or how should we position this. We have checks coming on Monday and a few on beckys desk so want to handle when we can

briandavison@ymail.com
2/8/2020 2:02:30 PM
Let me know when your up

+16027694266
2/8/2020 4:49:49 PM

Up

briandavison@ymail.com

2/8/2020 4:52:20 PM

Will you out together the flat fee model, just a one page excel. I'm going to see if that will fly

+16027694266

2/8/2020 4:53:30 PM

I sent that to you on Wednesday or Thursday night. Sent to your personal email.

briandavison@ymail.com

2/8/2020 4:53:45 PM

Ok

+16027694266

2/8/2020 4:56:29 PM

I thought they already said it's thru a broker dealer or nothing. So it's a licensing issue not a flat fee vs commission issue

briandavison@ymail.com

2/8/2020 4:56:41 PM

I'm trying

+16027694266

2/8/2020 4:58:21 PM

If so they need to put it in writing. Otherwise we will just be getting in more trouble

briandavison@ymail.com

2/8/2020 4:58:29 PM

Yep

+16027694266

2/8/2020 5:25:05 PM

(obj)

+16027694266

2/8/2020 5:25:15 PM

(obj)

briandavison@ymail.com

2/8/2020 5:25:38 PM

dmmit

+16027694266

2/8/2020 5:25:54 PM

LOL

+16027694266

2/8/2020 5:26:02 PM

Asking 475

briandavison@ymail.com

2/8/2020 5:26:30 PM

Mine is electro blue with matte blue carbon fiber. - but at a distance that looks ALOT like mine

briandavison@ymail.com

2/8/2020 5:26:57 PM

Are you trading something in?

+16027694266

2/8/2020 5:27:40 PM
Not trading. Selling mine.

briandavison@ymail.com
2/8/2020 5:28:33 PM
Selling the 488?

+16027694266
2/8/2020 5:28:38 PM
Selling the turbo S as well. Which was a really tough conversation with Rose but she understands

+16027694266
2/8/2020 5:28:47 PM
Yes and the turbo

briandavison@ymail.com
2/8/2020 5:28:52 PM
Wow

+16027694266
2/8/2020 5:29:06 PM
Have too man

+16027694266
2/8/2020 5:29:40 PM
I need income and having 400k in cars is not smart

briandavison@ymail.com
2/8/2020 5:29:58 PM
You have all the rentals. Right?

briandavison@ymail.com
2/8/2020 5:30:19 PM
I was just talking with Nicole today about cashing up now or later....

briandavison@ymail.com
2/8/2020 5:31:19 PM
Not sure if we want to have cash when they look to fine us, or get cash after?

+16027694266
2/8/2020 5:32:00 PM
I only have 4 rentals that produce around 6500 per month. Just didn't get where I needed too.

+16027694266
2/8/2020 5:33:01 PM
No lie I am sitting down with Jason next week and going to more than likely take a job. It is what it is. I screwed up on the 44th place house and lost money so... have to make it up

briandavison@ymail.com
2/8/2020 5:33:55 PM
Family Tree?

+16027694266
2/8/2020 5:34:07 PM
Yes

+16027694266
2/8/2020 5:34:34 PM
Back to the Alpine grind baby!!

briandavison@ymail.com
2/8/2020 5:34:36 PM

I think we need to have conversations this week about how to restructure.

briandavison@ymail.com 2/8/2020 5:35:05 PM

Yeah baby. Honestly - those were good days. You had an honest kill

briandavison@ymail.com 2/8/2020 5:35:34 PM

Are you getting licensed then?

+16027694266 2/8/2020 5:35:37 PM

Ya it's all good.

+16027694266 2/8/2020 5:35:41 PM

Don't have to.

briandavison@ymail.com 2/8/2020 5:36:09 PM

Oh, what are you going to do? Manage sales guys?

+16027694266 2/8/2020 5:36:23 PM

No be a sales guy

+16027694266 2/8/2020 5:36:29 PM

Annuities life etc

briandavison@ymail.com 2/8/2020 5:36:30 PM

What products?

briandavison@ymail.com 2/8/2020 5:36:39 PM

Oh

+16027694266 2/8/2020 5:36:56 PM

It's like I always said then once we stop raising money my income is not sustainable.

+16027694266 2/8/2020 5:37:14 PM

He might say I'm too old though. We will see!! LOL

+16027694266 2/8/2020 5:37:28 PM

I just didn't get where I need to get before it crashed so to say

briandavison@ymail.com 2/8/2020 5:37:34 PM

I think there are things to look at tho

briandavison@ymail.com 2/8/2020 5:37:54 PM

Berkeley, ect

+16027694266 2/8/2020 5:38:45 PM

I can't get paid off that stuff without a salary so no matter how good it does it's not anything I can take

briandavison@ymail.com 2/8/2020 5:40:42 PM
I think we should talk through it

+16027694266 2/8/2020 5:43:02 PM
See what the attorneys say and go from there.

+16027694266 2/8/2020 5:49:59 PM
The one problem I see. Is the SEC sees me as a capital raiser so once were done raising capital and I'm no longer making money and no longer working they were right. Maybe this is DLAs plan I don't know. So I have to ask my attorney how does that look etc.

+16027694266 2/8/2020 5:52:46 PM
So in the end I'm the fall guy. Just like I told them they were trying to do in December.

briandavison@ymail.com 2/8/2020 5:52:49 PM
Lol you think they have a plan

+16027694266 2/8/2020 5:53:56 PM
Yes

briandavison@ymail.com 2/8/2020 5:54:02 PM
I do not believe that. As you said after meeting your attorneys- they will see us as "one" and my side has the fees and assets to pay the fines/ BR doesn't

+16027694266 2/8/2020 5:54:10 PM
But it's not going to work because I took Paul's advice

briandavison@ymail.com 2/8/2020 5:54:45 PM
I could not find the emails your talked about.

briandavison@ymail.com 2/8/2020 5:55:39 PM
Your in the PPM, ect. There is no way the SEC will see us as separate

+16027694266 2/8/2020 5:56:36 PM
What I'm saying is once the capital raise is shut down what is my position?

briandavison@ymail.com 2/8/2020 5:56:40 PM
They will name both of us and equialt, and set fines.

briandavison@ymail.com 2/8/2020 5:57:20 PM
Capital raise is getting reset in my mind or we have to just be a family office.

briandavison@ymail.com 2/8/2020 5:57:55 PM
We can raise capital under a limited BD. That's what we need.

briandavison@ymail.com 2/8/2020 5:59:01 PM

I have a 1:00 call with Paul

briandavison@ymail.com 2/8/2020 5:59:48 PM

I'm stuck with my end. I have to fight it through.

+16027694266 2/8/2020 5:59:49 PM

Can you ask him what it looks like if I am working with another company for income purposes?

+16027694266 2/8/2020 6:00:24 PM

Me too. What's done is done and I will fight as well.

briandavison@ymail.com 2/8/2020 6:00:46 PM

I have 170m of investor money. It will take me years to unwind it

+16027694266 2/8/2020 6:02:04 PM

Of course. Nobody is running from that at all.

+16027694266 2/8/2020 6:03:06 PM

Just ask him about that though. I don't want to screw anything up so to say

briandavison@ymail.com 2/8/2020 6:10:44 PM

I have to talk to Mary about

briandavison@ymail.com 2/8/2020 6:11:02 PM

She is review the flat fee model

+16027694266 2/8/2020 6:13:27 PM

K

briandavison@ymail.com 2/10/2020 12:56:07 AM

Did my email give you the cover you were looking for

+16027694266 2/10/2020 12:56:58 AM

Yes. All good. Thanks. Didn't know if I should respond or not. It's so crazy. Very good email. Thx

briandavison@ymail.com 2/10/2020 12:57:30 AM

Ok.

briandavison@ymail.com 2/10/2020 12:59:22 AM

Why can't you respond ?

+16027694266 2/10/2020 1:00:59 AM

Not sure. LOL

briandavison@ymail.com 2/10/2020 1:01:10 AM


+16027694266
2/10/2020 1:01:14 AM
Don't want to say the wrong thing. Who knows.
+16027694266
2/10/2020 1:01:20 AM
Exactly
briandavison@vmail.com
2/10/2020 1:01:41 AM
Well, I'm sure they are all blowing you up over this
+16027694266
2/10/2020 1:05:24 AM
Or pleasant. I understand though
briandavison@vmail.com
2/11/2020 2:34:00 PM
Give me a shout when you're up

EXHIBIT 2

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

vs. **CASE NO. 8:20-CV-00325-MSS-AEP**

BRIAN DAVISON; BARRY M. RYBICKI; EQUIALT LLC; EQUIALT FUND, LLC; EQUIALT FUND II, LLC; EQUIALT FUND III, LLC; EA SIP, LLC,

Defendants, and

128 E. DAVIS BLVD, LLC; 310 78TH AVE, LLC; 551 3D AVE S, LLC; 604 WEST AZEELE, LLC; 2101 W. CYPRESS, LLC; 2112 W. KENNEDY BLVD, LLC; 5123 E. BROADWAY AVE, LLC; BLUE WATERS TI, LLC; BNAZ, LLC; BR SUPPORT SERVICES, LLC; BUNGALOWS TI, LLC; CAPRI HAVEN, LLC; EA NY, LLC; EQUIALT 519 3RD AVE SO., LLC; MCDONALD REVOCABLE LIVING TRUST; SILVER SANDS TI, LLC; TB OLDEST HOUSE EST. 1842, LLC,

Relief Defendants.
_____/

DECLARATION OF MARIA YIP, CPA, CFE, CFF, CIRA

I, Maria Yip, declare that the following information is true and correct and that I make this declaration under the penalties of perjury ("Declaration").

1. I am over the age of 18 and have personal knowledge of the following facts.

2. I was retained as the forensic accountant by the Receiver in this matter pursuant to this Court's Order dated February 14, 2020. (ECF 11)

3. In performing our forensic accounting work, my team and I reviewed and analyzed various types of documents and information of the Defendants and Relief Defendants, including, but not limited to:

    a. Bank records;

    b. General Ledgers;

    c. Financial Statements;

    d. Income Tax Returns;

    e. Contracts and agreements;

    f. Investor files; and

    g. Sales agents files.

4. More specifically, as it relates to bank activity, we analyzed the transactions of 56 bank and brokerage accounts held in the name of the Defendants and Relief Defendants across seven banking institutions and brokerage firms.

5. Based on our review and analysis of the bank and brokerage accounts, we prepared a master database containing over 84,000 bank transactions covering a period of over eight years, from August 2011 through February 2020. From this master database, I prepared the analyses attached to this Declaration as **Attachments 1 through 6**, which are described in the following sections of this Declaration.

Equialt Fund LLC

6. In order to determine whether Equialt Fund LLC ("Fund I") made distributions[1] to its investors using other investors' funds on any given month, I analyzed the source of the funds that were in the beginning balance in the bank accounts, the sources of funds that

[1] Unless specified otherwise, the term "distributions" refers to interest payments and/or return of principal.

came in during the month and ultimately, the payments to existing investors. More specifically, I looked at the beginning balance in Fund I's bank accounts for a given month and classified the sources of funds that came into that account in the prior month as either investor funds or non-investor funds. Investor funds consisted of deposits from investors ("Investor Funds"). Non-investor funds included monies collected from rental business operations, sales of real estate properties, and all other sources not classified as Investor Funds ("Non-Investor Funds").

7. Next, I traced and identified the Non-Investor Funds deposited in the bank accounts during the month to arrive at the total amount of Non-Investor Funds included in the available bank balance. I then compared the Non-Investor Funds available to the actual distributions made to investors and determined that Fund I made distributions to investors in excess of Non-Investor Funds available and these distributions were made using other investors' funds.

8. I performed the analysis described above at six-month intervals, starting at December 2016 and ending at December 2019. Based on my analysis, Fund I made distributions to investors using other investors' funds as early as December 2016, and in all subsequent months analyzed. This analysis is included as **Attachment 1**.

9. In addition to the analysis described above, I used the same methodology to determine the extent to which Fund I had made distributions to investors using other investors' funds during the entire 2019 year. That is, we performed the analysis for the entirety of the year, rather than monthly basis. Once again, I identified the Non-Investor Funds included in Fund I's beginning bank balances as of January 1, 2019; traced all the Non-Investor Funds

deposited during 2019; and then compared the sum of the two to the total distributions made to investors made during 2019.

10. Based on my analysis, Fund I made distributions to investors of $8,646,882.81 in excess of Non-Investor Funds available from which to make distributions during 2019. In other words, Fund I made distributions to investors of $8,646,882.81 using other investors' funds. This analysis is included in this Declaration as **Attachment 2**.

Equialt Fund II LLC

11. I performed the same analysis previously described to determine whether Equialt Fund II LLC ("Fund II") had made distributions to investors using other investors' funds. Based on my analysis, I determined that Fund II made distributions to investors using other investors' funds as early as December 2017. The subsequent months analyzed also shows that Fund II made distributions to investors using other investors' funds. My analysis is included in this Declaration as **Attachment 3**.

12. In addition, my analysis of the bank activity for Fund II during 2019 also shows that Fund II made distributions to investors of at least $3,384,083.74 using other investors' funds. This analysis is included in this Declaration as **Attachment 4**.

EA SIP, LLC

13. In determining whether EA SIP, LLC ("EA SIP") had made distributions to its investors using other investors' funds, I applied the same methodology previously described. I performed my analysis for the months of December 2016, 2017, 2018 and 2019. Based on my analysis, EA SIP made distributions to investors of $193,558.20 using other investors' funds during December 2018. My analysis is included in this Declaration as **Attachment 5**.

14. In addition, my analysis of the bank activity for EA SIP during the entire 2019 year shows that EA SIP made distributions to investors of at least $209,110.81 using other investors' funds during 2019. This analysis is included in this Declaration as **Attachment 6**.

I DECLARE under penalty of perjury that the foregoing is true and correct and is executed on this July 30, 2020.

Maria M. Yip, CPA, CFE, CFF CIRA
Yip Associates

ATTACHMENT 1

Securities and Exchange Commission v. Equialt, LLC, et al.

Analysis of Ponzi Activity for Equialt Fund LLC

	For the Month of:							
	December 2016*	June 2017	October 2017**	December 2017	June 2018	December 2018	June 2019	December 2019
Non-Investor Funds at the Beginning of the Month								
Funds in Wells Fargo x1045	$ 415,615.99	$ 243,570.76	$ 248,509.93	$ 202,972.60	$ 127,929.73	$ 234,930.31		
Funds in Wells Fargo x5670	155,720.80	173,763.35	186,411.88	185,248.06	222,587.68	228,091.29		
Funds in Bank of America x3190							$ 522,636.99	$ 202,405.32
Funds in Bank of America x3200							248,585.78	284,391.89
Total Non-Investor Funds at the Beginning of the Month	571,336.79	417,334.11	434,921.81	388,220.66	350,517.41	463,021.60	771,222.77	486,797.21
Plus: Non-Investor Funds Deposited During the Month	157,278.00	170,573.31	145,614.78	168,214.26	223,085.31	311,256.87	228,245.11	309,478.03
Total Amount of Non-Investor Funds for the Month	728,614.79	587,907.42	580,536.59	556,434.92	573,602.72	774,278.47	999,467.88	796,275.24
Distributions to Investors During the Month	(2,146,878.35)	(1,219,006.56)	(590,763.43)	(688,628.72)	(691,185.03)	(964,160.94)	(1,267,105.01)	(2,382,017.55)
Distributions to Investors from Other Investor Funds	**$ (1,418,263.56)**	**$ (631,099.14)**	**$ (10,226.84)**	**$ (132,193.80)**	**$ (117,582.31)**	**$ (189,882.47)**	**$ (267,637.13)**	**$ (1,585,742.31)**

Note(s):

*Earliest month in which Distributions to Investors During the Month (including principal and interest) were paid from other investor funds.

**Earliest month in which Distributions to Investors During the Month (interest only) were paid from other investor funds.

Based on documents received through 07.06.2020.

ATTACHMENT 2

Securities and Exchange Commission v. Equialt, LLC, et al.		
Analysis of Ponzi Activity for Equialt Fund LLC		
For the Year 2019		
		Amount
Non-Investor Funds at the Beginning of the Year		
Funds in Bank of America x3190	$	203,510.43
Funds in Bank of America x3200		177,370.31
Total Non-Investor Funds at the Beginning of the Year		380,880.74
Plus: Non-Investor Funds Deposited During 2019		4,364,507.79
Total Amount of Non-Investor Funds for the Year 2019		4,745,388.53
Distributions to Investors During 2019		(13,392,271.34)
Distributions to Investors from Other Investor Funds	**$**	**(8,646,882.81)**

Based on documents received through 07.06.2020.

ATTACHMENT 3

Securities and Exchange Commission v. Equialt, LLC, et al.

Analysis of Ponzi Activity for Equialt Fund II LLC

	For the Month of:							
	December 2016	June 2017	December 2017*	February 2018**	June 2018	December 2018	June 2019	December 2019
Non-Investor Funds at the Beginning of the Month								
Funds in Wells Fargo x1717	$ 298,066.05	$ 133,381.09	$ 73,726.58	$ 25,043.74	$ 124,763.85	$ 149,851.11		
Funds in Wells Fargo x4073	51,548.75	60,545.36	77,683.18	69,826.89	76,684.20	76,440.14		
Funds in Bank of America x3284							$ 118,215.53	$ 201,887.97
Funds in Bank of America x3297							95,740.22	114,443.33
Total Non-Investor Funds at the Beginning of the Month	349,614.80	193,926.45	151,409.76	94,870.63	201,448.05	226,291.25	213,955.75	316,331.30
Plus: Non-Investor Funds Deposited During the Month	53,925.06	59,410.93	81,031.95	84,712.34	133,670.43	123,969.70	105,417.10	145,610.91
Total Amount of Non-Investor Funds for the Month	403,539.86	253,337.38	232,441.71	179,582.97	335,118.48	350,260.95	319,372.85	461,942.21
Distributions to Investors During the Month	(146,609.23)	(248,125.54)	(474,193.85)	(180,226.68)	(424,752.60)	(623,667.08)	(389,791.95)	(597,418.10)
Distributions to Investors from Other Investor Funds	**$ 256,930.63**	**$ 5,211.84**	**$ (241,752.14)**	**$ (643.71)**	**$ (89,634.12)**	**$ (273,406.13)**	**$ (70,419.10)**	**$ (135,475.89)**

Note(s):

*Earliest month in which Distributions to Investors During the Month (including principal and interest) were paid from other investor funds.

**Earliest month in which Distributions to Investors During the Month (interest only) were paid from other investor funds.

Based on documents received through 07.06.2020.

ATTACHMENT 4

Securities and Exchange Commission v. Equialt, LLC, et al.

Analysis of Ponzi Activity for Equialt Fund II LLC
For the Year 2019

	Amount
Non-Investor Funds at the Beginning of the Year	
Funds in Bank of America x3284	$ 142,854.50
Funds in Bank of America x3297	54,791.21
Total Non-Investor Funds at the Beginning of the Year	197,645.71
Plus: Non-Investor Funds Deposited During 2019	2,042,574.95
Total Amount of Non-Investor Funds for the Year 2019	2,240,220.66
Distributions to Investors During 2019	(5,624,304.40)
Distributions to Investors from Other Investor Funds	**$ (3,384,083.74)**

Based on documents received through 07.06.2020.

ATTACHMENT 5

Securities and Exchange Commission v. Equialt, LLC, et al.

Analysis of Ponzi Activity for EA SIP, LLC

	For the Month of:			
	December 2016	December 2017	December 2018	December 2019
Non-Investor Funds at the Beginning of the Month				
Funds in Wells Fargo x7000	$ 109.46	$ 29,158.28	$ 7,389.52	
Funds in Bank of America x3213				$ 28,057.99
Funds in Bank of America x5716				23,481.11
Total Non-Investor Funds at the Beginning of the Month	109.46	29,158.28	7,389.52	51,539.10
Plus: Non-Investor Funds Deposited During the Month	4,120.37	1,581.76	9,480.89	14,272.28
Total Amount of Non-Investor Funds for the Month	4,229.83	30,740.04	16,870.41	65,811.38
Distributions to Investors During the Month	-	(7,030.00)	(210,428.61)	(19,401.49)
Distributions to Investors from Other Investor Funds	**$ 4,229.83**	**$ 23,710.04**	**$ (193,558.20)**	**$ 46,409.89**

Based on documents received through 07.06.2020.

ATTACHMENT 6

Securities and Exchange Commission v. Equialt, LLC, et al.	
Analysis of Ponzi Activity for EA SIP, LLC	
For the Year 2019	
	Amount
Non-Investor Funds at the Beginning of the Year	
Funds in Bank of America x3213	$ 9,480.89
Funds in Bank of America x5716	-
Total Non-Investor Funds at the Beginning of the Year	9,480.89
Plus: Non-Investor Funds Deposited During 2019	366,508.86
Total Amount of Non-Investor Funds for the Year 2019	375,989.75
Distributions to Investors During 2019	(585,100.56)
Distributions to Investors from Other Investor Funds	**$ (209,110.81)**

Based on documents received through 07.06.2020.

ATTACHMENT 1

Securities and Exchange Commission v. Equialt, LLC, et al.

Analysis of Ponzi Activity for Equialt Fund LLC

	For the Month of:							
	December 2016*	June 2017	October 2017**	December 2017	June 2018	December 2018	June 2019	December 2019
Non-Investor Funds at the Beginning of the Month								
Funds in Wells Fargo x1045	$ 415,615.99	$ 243,570.76	$ 248,509.93	$ 202,972.60	$ 127,929.73	$ 234,930.31		
Funds in Wells Fargo x5670	155,720.80	173,763.35	186,411.88	185,248.06	222,587.68	228,091.29		
Funds in Bank of America x3190							$ 522,636.99	$ 202,405.32
Funds in Bank of America x3200							248,585.78	284,391.89
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Plus: Non-Investor Funds Deposited During the Month	157,278.00	170,573.31	145,614.78	168,214.26	223,085.31	311,256.87	228,245.11	309,478.03
Total Amount of Non-Investor Funds for the Month	728,614.79	587,907.42	580,536.59	556,434.92	573,602.72	774,278.47	999,467.88	796,275.24
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Distributions to Investors from Other Investor Funds	**$ (1,418,263.56)**	**$ (631,099.14)**	**$ (10,226.84)**	**$ (132,193.80)**	**$ (117,582.31)**	**$ (189,882.47)**	**$ (267,637.13)**	**$ (1,585,742.31)**

Note(s):

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Based on documents received through 07.06.2020.

ATTACHMENT 2

Securities and Exchange Commission v. Equialt, LLC, et al.	
Analysis of Ponzi Activity for Equialt Fund LLC	
For the Year 2019	
	Amount
Non-Investor Funds at the Beginning of the Year	
Funds in Bank of America x3190	$ 203,510.43
Funds in Bank of America x3200	177,370.31
Total Non-Investor Funds at the Beginning of the Year	380,880.74
Plus: Non-Investor Funds Deposited During 2019	4,364,507.79
Total Amount of Non-Investor Funds for the Year 2019	4,745,388.53
Distributions to Investors During 2019	(13,392,271.34)
Distributions to Investors from Other Investor Funds	**$ (8,646,882.81)**

Based on documents received through 07.06.2020.

ATTACHMENT 3

Securities and Exchange Commission v. Equialt, LLC, et al.

Analysis of Ponzi Activity for Equialt Fund II LLC

	For the Month of:							
	December 2016	June 2017	December 2017*	February 2018**	June 2018	December 2018	June 2019	December 2019
Non-Investor Funds at the Beginning of the Month								
Funds in Wells Fargo x1717	$ 298,066.05	$ 133,381.09	$ 73,726.58	$ 25,043.74	$ 124,763.85	$ 149,851.11		
Funds in Wells Fargo x4073	51,548.75	60,545.36	77,683.18	69,826.89	76,684.20	76,440.14		
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Plus: Non-Investor Funds Deposited During the Month	53,925.06	59,410.93	81,031.95	84,712.34	133,670.43	123,969.70	105,417.10	145,610.91
Total Amount of Non-Investor Funds for the Month	403,539.86	253,337.38	232,441.71	179,582.97	335,118.48	350,260.95	319,372.85	461,942.21
Distributions to Investors During the Month	(146,609.23)	(248,125.54)	(474,193.85)	(180,226.68)	(424,752.60)	(623,667.08)	(389,791.95)	(597,418.10)
Distributions to Investors from Other Investor Funds	**$ 256,930.63**	**$ 5,211.84**	**$ (241,752.14)**	**$ (643.71)**	**$ (89,634.12)**	**$ (273,406.13)**	**$ (70,419.10)**	**$ (135,475.89)**

Note(s):

*Earliest month in which Distributions to Investors During the Month (including principal and interest) were paid from other investor funds.

**Earliest month in which Distributions to Investors During the Month (interest only) were paid from other investor funds.

Based on documents received through 07.06.2020.

ATTACHMENT 4

Securities and Exchange Commission v. Equialt, LLC, et al.		
Analysis of Ponzi Activity for Equialt Fund II LLC		
For the Year 2019		
		Amount
Non-Investor Funds at the Beginning of the Year		
Funds in Bank of America x3284	$	142,854.50
Funds in Bank of America x3297		54,791.21
Total Non-Investor Funds at the Beginning of the Year		197,645.71
Plus: Non-Investor Funds Deposited During 2019		2,042,574.95
Total Amount of Non-Investor Funds for the Year 2019		2,240,220.66
Distributions to Investors During 2019		(5,624,304.40)
Distributions to Investors from Other Investor Funds	**$**	**(3,384,083.74)**

Based on documents received through 07.06.2020.

ATTACHMENT 5

Securities and Exchange Commission v. Equialt, LLC, et al.

Analysis of Ponzi Activity for EA SIP, LLC

	For the Month of:			
	December 2016	December 2017	December 2018	December 2019
Non-Investor Funds at the Beginning of the Month				
Funds in Wells Fargo x7000	$ 109.46	$ 29,158.28	$ 7,389.52	
Funds in Bank of America x3213				$ 28,057.99
Funds in Bank of America x5716				23,481.11
Total Non-Investor Funds at the Beginning of the Month	109.46	29,158.28	7,389.52	51,539.10
Plus: Non-Investor Funds Deposited During the Month	4,120.37	1,581.76	9,480.89	14,272.28
Total Amount of Non-Investor Funds for the Month	4,229.83	30,740.04	16,870.41	65,811.38
Distributions to Investors During the Month	-	(7,030.00)	(210,428.61)	(19,401.49)
Distributions to Investors from Other Investor Funds	**$ 4,229.83**	**$ 23,710.04**	**$ (193,558.20)**	**$ 46,409.89**

Based on documents received through 07.06.2020.

ATTACHMENT 6

Securities and Exchange Commission v. Equialt, LLC, et al.		
Analysis of Ponzi Activity for EA SIP, LLC		
For the Year 2019		
		Amount
Non-Investor Funds at the Beginning of the Year		
Funds in Bank of America x3213	$	9,480.89
Funds in Bank of America x5716		-
Total Non-Investor Funds at the Beginning of the Year		9,480.89
Plus: Non-Investor Funds Deposited During 2019		366,508.86
Total Amount of Non-Investor Funds for the Year 2019		375,989.75
Distributions to Investors During 2019		(585,100.56)
Distributions to Investors from Other Investor Funds	**$**	**(209,110.81)**

Based on documents received through 07.06.2020.

EXHIBIT 3

2UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

vs.

CIVIL ACTION

CASE NO. 8:20-CV-00325-MSS-AEP

BRIAN DAVISON; BARRY M. RYBICKI; EQUIALT LLC; EQUIALT FUND, LLC; EQUIALT FUND II, LLC; EQUIALT FUND III, LLC; EA SIP, LLC,

Defendants, and

128 E. DAVIS BLVD, LLC; 310 78TH AVE, LLC; 551 3D AVE S, LLC; 604 WEST AZEELE, LLC; 2101 W. CYPRESS, LLC; 2112 W. KENNEDY BLVD, LLC; 5123 E. BROADWAY AVE, LLC; BLUE WATERS TI, LLC; BNAZ, LLC; BR SUPPORT SERVICES, LLC; BUNGALOWS TI, LLC; CAPRI HAVEN, LLC; EA NY, LLC; EQUIALT 519 3RD AVE SO., LLC; MCDONALD REVOCABLE LIVING TRUST; SILVER SANDS TI, LLC; TB OLDEST HOUSE EST. 1842, LLC,

Relief Defendants.

_____/

DECLARATION OF TONY JAMES MICHAEL KELLY

Pursuant to Federal Rules of Evidence 902(13) and 902(14), Tony James Michael Kelly declares as follows:

I am currently the General Manager of EquiAlt LLC and oversee real estate operations for the Receiver, Burton W. Wiand. During the five years before the appointment of the Receiver in February 2020, I worked for EquiAlt LLC and was involved in the acquisition and operation of real estate activities of EquiAlt LLC and the EquiAlt funds. This Declaration is given on the basis of my personal knowledge of the facts and events contained herein.

In February 2019, immediately before the temporary restraining order was entered at the request of the Securities and Exchange Commission, both Barry Rybicki and Bryan Davison were pursuing raising funds from investors through two new offerings. These offerings were designed to raise money from investors for continued real estate activities directed by Mr. Davison and Mr. Rybicki. The first of these fund-raising efforts was a fund called Evergreen SI Equities, LLC. A copy of the front page of the Private Placement Memorandum is attached hereto as Exhibit 1. The fund intended to raise $25 million through direct fund-raising activities through individuals involved with EquiAlt ("Employees" of Evergreen SI Equities, LLC). Both Mr. Rybicki and Mr. Davison were actively pursuing the creation of this fund in preparation for raising funds at the time the SEC's injunction was entered. A copy of an invoice to EquiAlt LLC from DLA Piper for the preparation of documentation in connection this offering is attached hereto as Exhibit 2.

The second offering of securities that was being prepared at the time the SEC secured an injunction against EquiAlt, LLC was the Berkeley Street Affordable Housing Opportunities Zone Fund I, LP. This offering was a private offering designed to raise $75 million from public investors. A copy of a tear sheet relating to this offering is attached as Exhibit 3. A copy of a draft of the Private Placement Memorandum for this offering is attached hereto as Exhibit 4.

This offering was intended to invest in properties located in "Qualified Opportunity Zones" to provide tax benefits for investors. It was anticipated that the EquiAlt funds would sell properties held in those funds to this new investment offering. The intention was to sell properties held by the EquiAlt funds that were located in Qualified Opportunity Zones. Both Mr. Rybicki and Mr. Davison were actively working on the project at the time the Court entered its injunction against EquiAlt, LLC and its funds. This document indicates on page 79 that it was anticipated that the EquiAlt funds would continue to raise money at the same time investments in the Berkeley fund were being solicited.

I declare under the penalty of perjury that the foregoing is true and correct and is executed this 30th day of July, 2020.

Tony James Michael Kelly

EXHIBIT 1

Confidential Private Placement Memorandum

EVERGREEN SI EQUITIES, LLC

Maximum Offering of $25,000,000 in Units

Evergreen SI Equities, LLC (the "Fund") is a recently organized Florida limited liability company formed to invest in a portfolio of residential and commercial real estate properties, joint venture equity investments, and other real-estate related assets. During the term of this offering, we may supplement this Memorandum to disclose information concerning any significant investment identified or acquired by us.

We are seeking to raise up to $25,000,000 through our best efforts offering of Units to accredited investors, which amount may be increased in the sole discretion of our Manager. As of the date of this Memorandum, we have designated two classes of partnership Units: preferred units offered to investors pursuant to this private offering (the "Units") and sponsor units, which are held exclusively by the Fund's sponsor, Evergreen SI Capital, LLC. We expect this offering will terminate no later than our acceptance of subscriptions with an aggregate purchase price of $25,000,000. However, the term of this offering and the maximum offering amount may be extended in the sole discretion of our Manager. We may terminate this offering at any time.

Investing in our Units involves a degree of risk. See "Risk Factors" to read about risks investors should consider before buying our Units. These risks include the following:

- No public market currently exists for our Units, and we have no plans at this time to list our Units on an exchange. Our charter contemplates the Manager winding down the Fund within 12 months of the 10-year anniversary of the Fund, but the Manager has sole discretion to extend that term if market conditions warrant. In addition, the Units are subject to restrictions on transferability and re-sale and you may be required to bear the financial risk of this investment for an indefinite period of time.
- This Fund was recently formed and has no operating history.
- This is a fixed price offering, and we set the offering price of our Units arbitrarily. This price is unrelated to the book or net value of our assets or to our expected operating income.
- If we are unable to raise substantial funds during our offering stage, we may not be able to acquire a diverse portfolio of real estate investments and the value of our unit holders' investment may vary more widely with the performance of specific assets.
- All of our executive officers and other key professionals are also officers, managers, directors, key professionals and/or holders of an interest in our advisor and/or other affiliated entities. As such, they will face conflicts of interest, including significant conflicts created by our advisor's compensation arrangements with us and other programs sponsored by us. Fees we pay our advisor in connection with the acquisition or origination and management of our investments will be based on the cost of the investment, not on the quality of the investment or services rendered to us.
- We depend on our advisor and its affiliates to conduct our operations and this offering.
- We will pay substantial fees and expenses to our property manager, our advisor, and their affiliates.
- If you subscribe for Units in this private offering, you will grant an irrevocable authorization for our advisor to be your proxy at a meeting of our partners with permission to vote your Units on certain matters.
- Disruptions in the financial markets and uncertain economic conditions could adversely affect our ability to implement our business strategy and generate returns to unitholders.

Neither the SEC nor any other state securities regulator has approved or disapproved of our Units, determined if this Memorandum is truthful or complete, or passed on or endorsed the merits of this offering. Any representation to the contrary is a criminal offense.

This investment involves a high degree of risk. You should purchase these securities only if you can afford a complete loss of your investment. No one is permitted to make any predictions about the cash benefits or tax consequences you will receive from your investment.

The date of this Memorandum is [December ___, 2019]

EXHIBIT 2

DLA Piper LLP (US)
550 South Hope Street
Suite 2400
Los Angeles, CA 90071-2631

T 213-330-7700
F 213-330-7701
www.dlapiper.com

PRIVILEGED AND CONFIDENTIAL

EquiAlt LLC
Attn: Mr. Brian Davison
2112 W. Kennedy Blvd.
Tampa, FL 33606

February 18, 2020

P. Wassgren
Matter # 409015-000004
Invoice # 3894703

For Professional Services Through ***January 31, 2020***

Client: ***EquiAlt LLC***
Matter: ***REIT Corporate Governance***

Fees		12,583.00
Less 10% Discount		(1,258.30)
Current Fees		11,324.70
Current Disbursements		10.00
Total This Invoice	USD	11,334.70

Please send remittance to:	DLA Piper LLP (US) P.O. Box 75190 Baltimore, MD 21275	
Or wire remittance to:	Wells Fargo Bank, N.A. 1300 I Street, NW, 11th Floor West Tower Washington, DC 20005 Account Name: DLA Piper LLP (US) Account No.: 4053611935 ABA Transit No.: 121000248 Swift Code: WFBIUS6S	*To ensure proper credit, please indicate the invoice number you are paying on the wire*
Law Firm Tax Identification Number:	52-0616490	
Or pay online:	Go to www.dlapiper.com and click on "Make a Payment" at the bottom of the screen	*The invoice number and original amount due are needed for access to the payment center.*

Fees:

Date	Description	Timekeeper	Hours
01/08/20	Correspondence with Brian regarding letter to stockholders; revise letter; forward redline of same to Brian along with comments.	Wassgren, Paul	1.70
01/15/20	Address redline of investor update; commence researching conversion from REIT status.	Wassgren, Paul	0.70
01/17/20	Telephone conference with Attorney Wassgren regarding termination of REIT status.	Pfaff, Stephanie L.	0.20
01/17/20	Telephone call with tax associate regarding client's desire to terminate REIT tax status and convert to partnership.	Wassgren, Paul	0.30
01/21/20	Telephone call with tax colleague regarding conversion from REIT status to partnership status.	Wassgren, Paul	0.30
01/22/20	Research regarding REIT election revocations for Bob LeDuc.	Bowen, Allan	0.60
01/22/20	Review client file regarding formation of private REIT; analyze issues related to termination of REIT; email correspondence with Attorney LeDuc regarding same; email correspondence with Attorney Wassgren regarding same.	Pfaff, Stephanie L.	0.90
01/22/20	Correspondence with Brian regarding proposed conversion from REIT status; confer with S. Pfaff.	Wassgren, Paul	0.60
01/23/20	Research regarding Code Section 331 for Bob LeDuc.	Bowen, Allan	0.90
01/23/20	Prepare for and attend conference call on REIT termination.	LeDuc, Bob	1.00
01/23/20	Prepare for telephone conference with Attorney LeDuc regarding termination of REIT; telephone conference with Attorney LeDuc regarding same; telephone conference with Attorney Wassgren regarding same.	Pfaff, Stephanie L.	1.00
01/23/20	Confer with S. Pfaff regarding REIT conversion process; draft request to Tony regarding properties in REIT portfolio.	Wassgren, Paul	0.50
01/24/20	Correspondence with Tony regarding property portfolio.	Wassgren, Paul	0.30
01/26/20	Correspondence with Brian regarding conversion.	Wassgren, Paul	0.20
01/27/20	Receive and review spreadsheet of properties from Tony; correspondence with Brian regarding REIT conversion; forward list of properties to tax associate.	Wassgren, Paul	0.40
01/28/20	Conference with Attorney Wassgren regarding status of steps memorandum; review matter regarding same.	Pfaff, Stephanie L.	0.20
01/29/20	Analyze liquidation transaction and prepare initial draft of steps memorandum.	Pfaff, Stephanie L.	3.40
01/29/20	Correspondence with Brian regarding investor communications relating to REIT conversion.	Wassgren, Paul	0.70
	Total Hours		**13.90**

Total Fees	**12,583.00**
Less 10% Discount	**(1,258.30)**
Total Current Fees	**11,324.70**

Time Summary

The following legal services were provided by DLA Piper LLP (US):

Timekeeper	Title	Hours	Rate	Amount
LeDuc, Bob	Partner	1.00	1570.00	1,570.00
Wassgren, Paul	Partner	5.70	940.00	5,358.00
Pfaff, Stephanie L.	Associate	5.70	925.00	5,272.50
Bowen, Allan	Staff Attorney	1.50	255.00	382.50
Totals		**13.90**		**12,583.00**

Disbursements:

Date	Description	Amount
01/24/20	COURT COSTS - WELLS FARGO BANKWYN SAUNDERS - FEE FOR SERVICE OF PROCESS RECEIVED AGAINST EA SIP FL HOLDINGS LLC. 2019-12-24 Bank ID: WFB-DISB Check Number: ACH734	10.00

Total Disbursements	**10.00**
Total Current Charges	**USD 11,334.70**

EquiAlt LLC
Attn: Mr. Brian Davison
2112 W. Kennedy Blvd.
Tampa, FL 33606

P. Wassgren

February 18, 2020

Matter # 409015-000004
Invoice # 3894703

REMITTANCE ADVICE

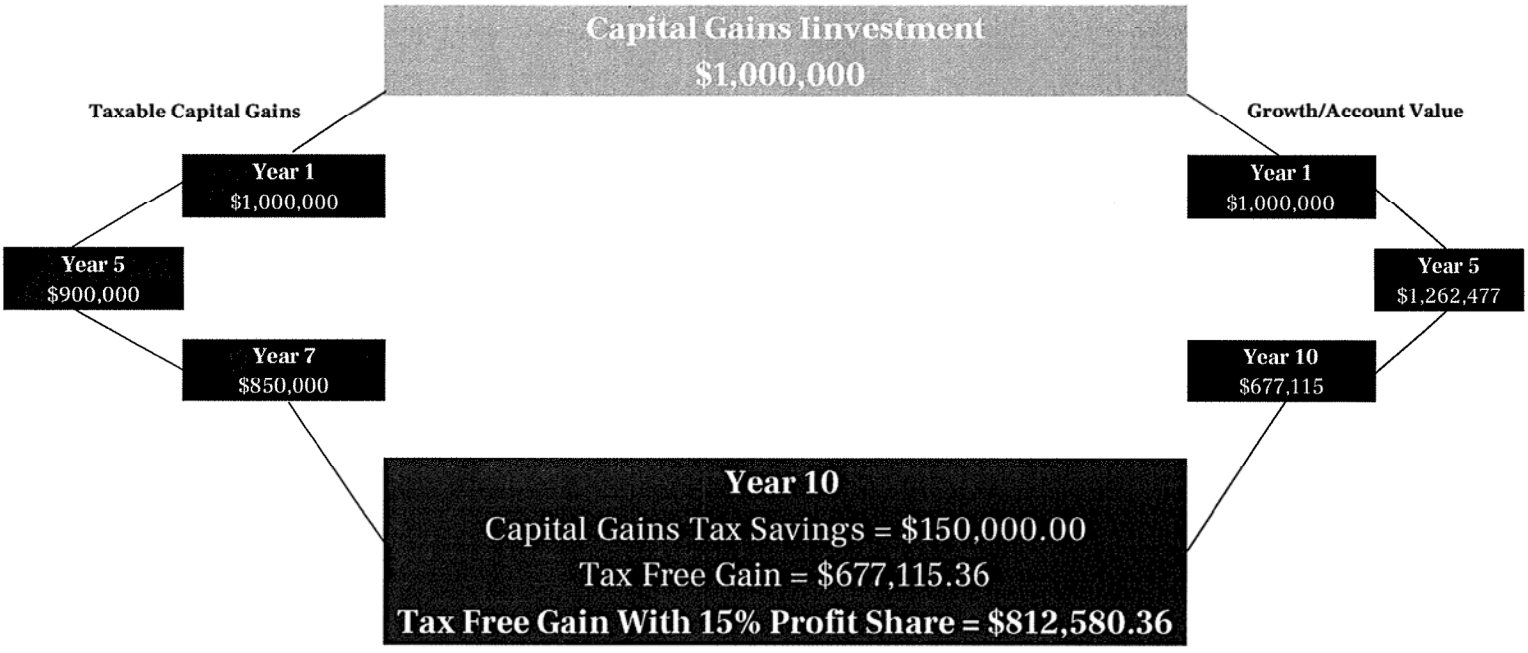
Fees		12,583.00
Less 10% Discount		(1,258.30)
Current Fees		11,324.70
Current Disbursements		10.00
Total This Invoice	USD	11,334.70

PAYMENT DUE NO LATER THAN March 19, 2020
PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE

Please send remittance to:	DLA Piper LLP (US) P.O. Box 75190 Baltimore, MD 21275	
Or wire remittance to:	Wells Fargo Bank, N.A. 1300 I Street, NW, 11th Floor West Tower Washington, DC 20005 Account Name: DLA Piper LLP (US) Account No.: 4053611935 ABA Transit No.: 121000248 Swift Code: WFBIUS6S	*To ensure proper credit, please indicate the invoice number you are paying on the wire*
Law Firm Tax Identification Number:	52-0616490	
Or pay online:	Go to www.dlapiper.com and click on "Make a Payment" at the bottom of the screen	*The invoice number and original amount due are needed for access to the payment center.*

EXHIBIT 3

Example QOZ Investment



Annual Breakdown:

Year	Tax Liability	Account Value
1	$1,000,000	$1,000,000.00
2		$1,060,000.00
3		$1,123,600.00
4		$1,191,016.00
5	$900,000	$1,262,476.96
6		$1,338,225.58
7	$850,000 Paid On Year 7	$568,519.11
8		$602,630.26
9		$638,788.07
10		$677,115.36 Plus 15% Profit Share*

These projections are presented for illustrative purposes only and do not represent a guarantee of future returns. This is not an offer to sell a security or a general solicitation; an offer to sell a security only may be made by a private placement memorandum to pre-existing sophisticated and/or accredited investors where permitted by law. This content is provided for general informational purposes only. Nothing herein shall be construed as tax, legal, investment or accounting advice. There are no guarantees that any returns will be achieved. Potential investors should consult their attorney, accountant, and financial advisors before investing.

These materials do not represent an offer of or a solicitation for advisory services under any conditions or a security in any state/jurisdiction of the United States or any country where the product is not registered, notice filed, or exempt. EquiAlt provides information on its activities based in real estate, prior results are not a guarantee of future results.

EquiAlt
EQUITY IN ALTERNATIVES

Berkeley Street 'Affordable Housing' Fund-I

Berkeley Street Affordable Housing Fund-I

Opportunity:

- Forgiveness and/or Deferment of Tax Liabilities
- Diversification Across All Real Estate Classes
  Residential, Commercial, Industrial, and Hospitality
- Complete Return of Principal Upon Maturity
- 15% share of fund profits after 10 year term
- 10 Year Term To Realize Full Benefit
- Fixed 6% Annual Rate of Return
  Compounding Annually
- Shelter From Capital Gains Tax
  Can be applied to sale of business, real estate, or investments
- Investment in Tangible Assets
- No Tax On Interest Earned

'Berkeley Street Affordable Housing Fund-I' (BSAHF-I) will be structured to provide individual investors with access to EquiAlt's institutional grade strategies that it has deployed successfully to previous private funds1. BSAHF-I in partnership with EquiAlt will acquire and directly own U.S. properties that have been stabilized to generate income across key property types with a main focus on Single Family Residences, and also including small apartment complexes, multi-family, small resorts, commercial. In perhaps one of the most favorable tax environments due to the new QOZ tax laws.

1.) Investors can defer tax on any prior gains invested in a 'QOF' if sold or exchanged, within the specified holding periods or December 31, 2026. If the 'QOF' investment is held for longer than 5 years, there is a 10% exclusion of the deferred capital gains. If held for more than 7 years, the 10% becomes 15%. If the investment is held for the full 10 year term there is a 100% tax forgiveness on profits and interest earned.

2.) If the investor holds the investment in the Opportunity Fund for at least ten years, the investor is eligible for an increase in basis of the 'QOF' investment equal to its fair market value on the date that the 'QOF' investment is sold or exchanged.

Sponsor Performance and Foundation:

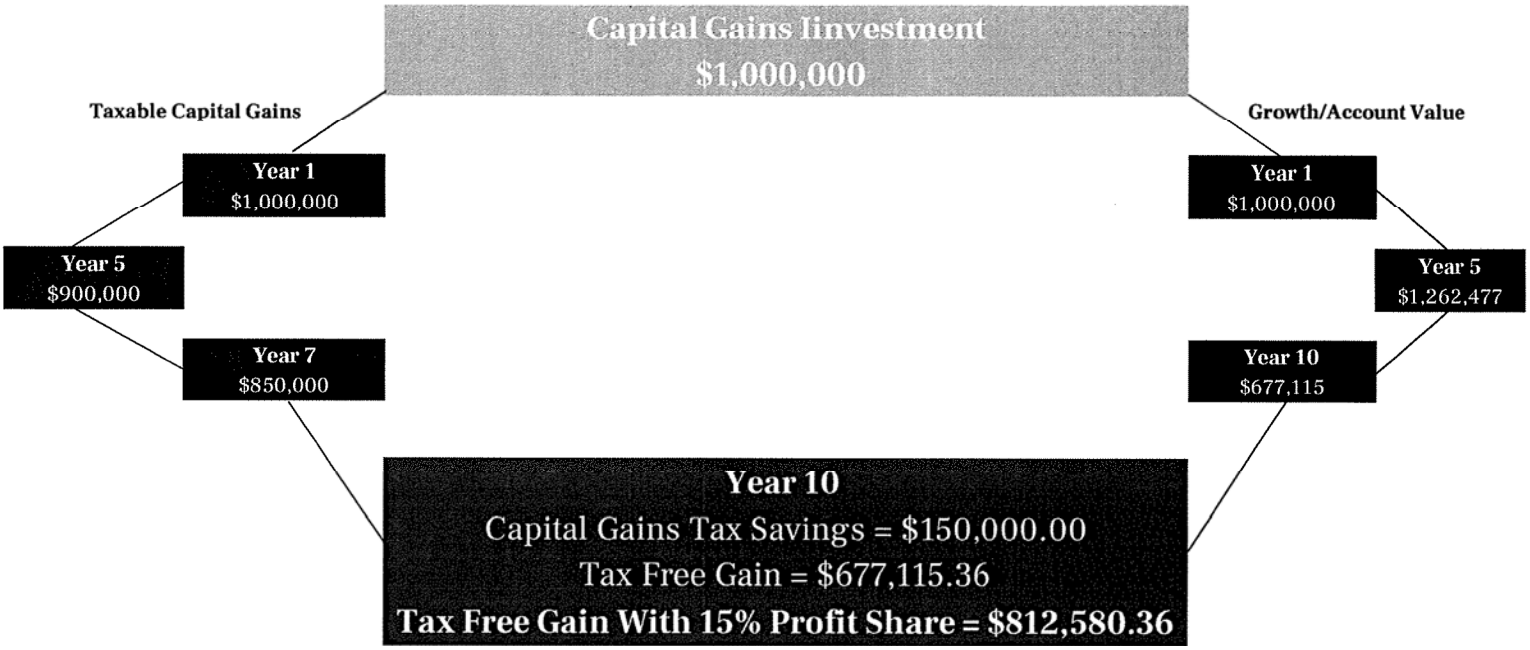
Since inception in 2009, EquiAlt has always paid investor principal and interest when due, has acquired over $345 million in assets and has liquidated over $450 million in distressed real estate. Currently, EquiAlt owns and manages over 550 thousand square feet in residential real estate and has completed over 3,000 transactions.

We believe that it matters, not only what strategy the investment manager subscribes to, but perhaps more importantly, the corporate values and individual character of the team members that manage your capital.Our core values are central to who we are individually and as a team. We are passionate about these ideas and they are the foundation that we build upon in managing this fund.

$795M
in Real Estate Transactions

Successful Track Record During The Downturn
Alignment Of Interest With Investors
Proven Risk Management Strategies
Diverse Stabilized Income Streams
Conservative Third Party Risk
Invest In Tangible Assets

Example QOZ Investment



Annual Breakdown:

Year	Tax Liability	Account Value
1	$1,000,000	$1,000,000.00
2		$1,060,000.00
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5	$900,000	$1,262,476.96
6		$1,338,225.58
7	$850,000 Paid On Year 7	$568,519.11
8		$602,630.26
9		$638,788.07
10		$677,115.36 Plus 15% Profit Share*

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These materials do not represent an offer of or a solicitation for advisory services under any conditions or a security in any state/jurisdiction of the United States or any country where the product is not registered, notice filed, or exempt. EquiAlt provides information on its activities based in real estate, prior results are not a guarantee of future results.

EXHIBIT 4

Number

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Confidential Private Placement Memorandum

Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP

Maximum Offering of $75,000,000 in Units

Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP (the "Fund") is a recently organized Delaware limited partnership formed to invest in a portfolio of residential and commercial real estate properties, joint venture equity investments, and other real-estate related assets with a focus on investments located within qualified opportunity zones, as that term is defined in Section 1400Z-1 of the Internal Revenue Code of 1986, as amended (the "Code") ("Opportunity Zones"). During the term of this offering, we will supplement this memorandum to disclose information concerning any significant investment identified or acquired by us.

We are seeking to raise up to $75,000,000 through our best efforts offering of partnership units in the Fund ("Units") to accredited investors, which amount may be increased to $100,000,000 in the sole discretion of our general partner, Berkeley Street Affordable Housing GP, LLC ("General Partner"). As of the date of this memorandum, we have only designated one class of partnership Units. We expect this offering will terminate no later than our acceptance of subscriptions with an aggregate purchase price of $75,000,000. However, the term of this offering and the maximum offering amount may be extended in the sole discretion of our General Partner. We may terminate this offering at any time.

Under the Tax Cuts and Jobs Act of 2017 ("TCJA"), through Code Sections 1400Z-1 and 1400Z-2, and the proposed implementing regulations promulgated by the U.S. Treasury Department on October 19, 2018 and on April 17, 2019 (the "Proposed OZ Regulations" and collectively with the applicable sections of the Code, the "Opportunity Zone Provisions"), Congress provided a new tax incentive for investing in Opportunity Zones. Under the Opportunity Zone Provisions, an investor who has triggered a capital gain by selling an asset, such as stocks or real estate, to an unrelated party may be able to receive special tax benefits by rolling that gain into a Qualified Opportunity Fund (as defined below) within a 180-day investment period. See Summary of the Offering - What is an Opportunity Zone Investment? Beginning on page 9 to read about the Opportunity Zone Program and the QOZ Tax Benefits (as defined below) available to eligible investors.

We intend to qualify as a qualified opportunity fund within the meaning of Code Section 1400Z-2(d)(1) (a "Qualified Opportunity Fund"). However, there is no guarantee that we will so qualify or that any investor would be able to realize any particular tax results by making an investment in us. Our ability to be treated as a Qualified Opportunity Fund is subject to considerable uncertainty.

It is possible that we may fail to meet the requirements to be treated as a Qualified Opportunity Fund, and there can be no guarantee that any investor will realize any tax advantages of investing in a Qualified Opportunity Fund as a result of making an investment in us.

Investing in our Units involves a degree of risk. See "Risk Factors" to read about risks investors should consider before buying our Units. These risks include the following:

- No public market currently exists for our Units, and we have no plans at this time to list our Units on an exchange. Our charter does not require our General Partner to provide our unitholders a liquidity event by a specified date. In addition, the Units are subject to restrictions on transferability and re-sale and you may be required to bear the financial risk of this investment for an indefinite period of time.
- This Fund was recently formed and has no operating history. ~~Our prior performance tables reflect the returns of other funds sponsored by us.~~[1]
- This is a fixed price offering, and we set the offering price of our Units arbitrarily. This price is unrelated to the book or net value of our assets or to our expected operating income.
- If we are unable to raise substantial funds during our offering stage, we may not be able to acquire a diverse portfolio of real estate investments and the value of our unitholders' investment may vary more widely with the performance of specific assets.
- All of our executive officers and other key professionals are also officers, managers, directors, key professionals and/or holders of an interest in other affiliated entities. As such, they will face conflicts of interest. Fees we pay our advisor in connection with the acquisition or origination and management of our investments will be based on the cost of the investment, not on the quality of the investment or services rendered to us.
- We depend on our advisor, sub-advisor, and their affiliates to conduct our operations and this offering.
- We will pay substantial fees and expenses to our property manager, our advisor, and their affiliates.
- If you subscribe for Units in this private offering, you will grant an irrevocable authorization for our advisor to be your proxy at a meeting of our partners with permission to vote your Units on certain matters, including amendments to our charter.
- Disruptions in the financial markets and uncertain economic conditions could adversely affect our ability to implement our business strategy and generate returns to unitholders.

[1] ~~NTD: Discuss prior performance table and whether such tables should reflect Berkeley-sponsored funds, EquiAlt-sponsored funds, or both. This initial draft reflects EquiAlt-sponsored programs as a placeholder for now.~~

Neither the SEC nor any other state securities regulator has approved or disapproved of our Units, determined if this memorandum is truthful or complete, or passed on or endorsed the merits of this offering. Any representation to the contrary is a criminal offense.

This investment involves a high degree of risk. You should purchase these securities only if you can afford a complete loss of your investment. No one is permitted to make any predictions about the cash benefits or tax consequences you will receive from your investment.

The date of this memorandum is ~~October [ ],~~ November ___, 2019

CABOT LODGE
SECURITIES

THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM (THIS "MEMORANDUM") IS BEING FURNISHED ON A CONFIDENTIAL BASIS SOLELY FOR THE INFORMATION OF THE PERSON TO WHOM IT HAS BEEN DELIVERED ON BEHALF OF US, BERKELEY STREET AFFORDABLE HOUSING OPPORTUNITY ZONE FUND 1, LP. THIS MEMORANDUM IS NOT AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO PURCHASE UNITS TO ANY PERSON IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION IS UNLAWFUL OR NOT AUTHORIZED. ANY REPRODUCTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DIVULGENCE OF ITS CONTENTS, WITHOUT OUR PRIOR WRITTEN CONSENT, IS PROHIBITED. THE OFFEREE, BY ACCEPTING DELIVERY OF THIS MEMORANDUM, AGREES TO RETURN THIS MEMORANDUM AND ALL ENCLOSED DOCUMENTS TO US IF: (i) THE OFFEREE DOES NOT SUBSCRIBE TO PURCHASE ANY OF THE UNITS OFFERED HEREBY; (ii) THE OFFEREE'S SUBSCRIPTION IS NOT ACCEPTED; OR (iii) THE OFFERING IS TERMINATED FOR ANY REASON.

THE UNITS ARE OFFERED SUBJECT TO THE ACCEPTANCE BY US OF OFFERS BY PROSPECTIVE INVESTORS. WE MAY REJECT ANY OFFER IN WHOLE OR IN PART AND NEED NOT ACCEPT OFFERS IN THE ORDER RECEIVED.

THIS OFFERING IS BEING MADE IN RELIANCE UPON THE AVAILABILITY OF AN EXEMPTION FROM THE REGISTRATION PROVISIONS OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), BASED UPON OUR INTENDED COMPLIANCE WITH THE PROVISIONS OF REGULATION D UNDER THE SECURITIES ACT. ACCORDINGLY, A SALE WILL NOT BE MADE TO ANY PERSON UNLESS WE HAVE REASONABLE GROUNDS TO BELIEVE, AND DO BELIEVE, IMMEDIATELY PRIOR TO MAKING SUCH SALE, THAT SUCH PERSON IS A SUITABLE INVESTOR AS DESCRIBED IN THE SECURITIES ACT. SEE "WHO MAY INVEST."

THE UNITS HAVE NOT BEEN APPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") NOR THE STATE SECURITIES AUTHORITIES OF ANY STATE, NOR HAS THE SEC OR ANY STATE SECURITIES AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE UNITS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE APPLICABLE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. AS A RESULT, THE UNITS MAY BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF ONLY IF, AMONG OTHER THINGS, SUCH TRANSACTION IS REGISTERED OR SUCH TRANSACTION IS EXEMPT FROM THE REGISTRATION PROVISIONS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS.

THIS MEMORANDUM SUPERSEDES ALL PREVIOUSLY PROVIDED MATERIALS, IF ANY. NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED.

INFORMATION RELATING TO OUR COMPANY IS BASED ON THE BELIEFS OF OUR COMPANY AND OUR ADVISOR, BERKELEY STREET ADVISOR, AS WELL AS ASSUMPTIONS MADE BY, AND INFORMATION CURRENTLY AVAILABLE TO, US AND OUR ADVISOR. WHEN USED IN THIS MEMORANDUM, THE WORDS "ANTICIPATE", "BELIEVE", "ESTIMATE", "INTEND", AND WORDS OR PHRASES OF SIMILAR IMPORT, AS THEY RELATE TO OUR COMPANY OR THE INVESTMENTS TO BE MADE BY US, ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. SUCH STATEMENTS REFLECT THE CURRENT RISKS, UNCERTAINTIES, AND ASSUMPTIONS RELATED TO CERTAIN FACTORS INCLUDING, WITHOUT LIMITATION, COMPETITIVE FACTORS, GENERAL ECONOMIC CONDITIONS, MARKET CONDITIONS, ONE-TIME EVENTS, AND OTHER FACTORS DESCRIBED HEREIN, PARTICULARLY IN THE SECTION ENTITLED "RISK FACTORS." BASED UPON CHANGING CONDITIONS, SHOULD ANY ONE OR MORE OF THESE RISKS OR UNCERTAINTIES MATERIALIZE OR SHOULD AN UNDERLYING ASSUMPTION PROVE INCORRECT, ACTUAL RESULTS MAY VARY MATERIALLY FROM THOSE DESCRIBED HEREIN AS ANTICIPATED, BELIEVED, ESTIMATED, EXPECTED OR INTENDED. THE DELIVERY OF THIS MEMORANDUM DOES NOT IMPLY THAT THE INFORMATION SET FORTH HEREIN IS CORRECT SUBSEQUENT TO THE DATE OF THIS MEMORANDUM. WE DO NOT INTEND TO UPDATE THESE FORWARD-LOOKING STATEMENTS. THIS MEMORANDUM MAY BE SUPPLEMENTED FROM TIME TO TIME TO SET FORTH MATERIAL SUBSEQUENT EVENTS OR INFORMATION AND ANY SUCH SUPPLEMENTS ARE INCORPORATED HEREIN BY REFERENCE.

OFFEREES ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS AS LEGAL, TAX OR INVESTMENT ADVICE. EACH OFFEREE SHOULD CONSULT HIS OWN COUNSEL, ACCOUNTANT OR BUSINESS ADVISOR AS TO LEGAL, TAX AND RELATED MATTERS COVERING THE UNITS OFFERED HEREBY. AN INVESTMENT IN OUR COMPANY DOES NOT CONSTITUTE A COMPLETE INVESTMENT PROGRAM. INVESTORS MUST FULLY UNDERSTAND AND BE WILLING TO ASSUME THE RISKS INVOLVED IN OUR INVESTMENT PROGRAM. SUBSCRIBERS FOR UNITS WILL REPRESENT THAT THEY ARE ACQUIRING THE UNITS FOR INVESTMENT PURPOSES ONLY.

DURING THE COURSE OF THE OFFERING MADE HEREBY AND PRIOR TO THE PURCHASE OF UNITS, EACH OFFEREE OF UNITS AND HIS PURCHASER REPRESENTATIVE(S), IF ANY, ARE INVITED TO ASK QUESTIONS OF, AND TO OBTAIN ADDITIONAL INFORMATION FROM, US CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING, OUR COMPANY OR ANY OTHER RELEVANT MATTERS INCLUDING ADDITIONAL INFORMATION TO VERIFY THE ACCURACY OF THE INFORMATION IN THIS MEMORANDUM TO THE EXTENT WE POSSESS SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE. IN ORDER TO BE RELIED UPON BY THE OFFEREE, ANY SUCH ADDITIONAL INFORMATION OR ANSWERS TO QUESTIONS MUST BE IN WRITING, MUST BE IDENTIFIED AS SUCH, MUST BE DELIVERED AFTER THIS MEMORANDUM, AND MUST BE PROVIDED BY OUR COMPANY. ALL DOCUMENTS REASONABLY RELATED TO THIS INVESTMENT THAT DO NOT ACCOMPANY THIS MEMORANDUM AS EXHIBITS WILL BE MADE AVAILABLE TO THE OFFEREE (OR TO ANY PURCHASER REPRESENTATIVE(S) RETAINED TO ADVISE HIM WITH RESPECT THERETO) UPON REQUEST.

NOTICE TO FLORIDA RESIDENTS: THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT AND ARE BEING OFFERED AND SOLD IN RELIANCE UPON AN EXEMPTION CONTAINED THEREIN. UNDER FLORIDA LAW, IF SECURITIES ARE SOLD TO FIVE OR MORE FLORIDA RESIDENTS, SUCH INVESTORS WILL HAVE A THREE DAY RIGHT OF RESCISSION. INVESTORS WHO HAVE EXECUTED A SUBSCRIPTION AGREEMENT MAY ELECT, WITHIN THREE BUSINESS DAYS AFTER THE FIRST TENDER OF CONSIDERATION THEREFORE, TO WITHDRAW THEIR SUBSCRIPTION AND RECEIVE A FULL REFUND OF ANY MONEY PAID BY THEM. SUCH WITHDRAWAL WILL BE WITHOUT ANY LIABILITY TO ANY PERSON. TO ACCOMPLISH SUCH WITHDRAWAL, THE WITHDRAWING INVESTOR MUST (I) PROVIDE WRITTEN NOTICE TO THE COMPANY INDICATING THE INVESTOR'S DESIRE TO WITHDRAW AND (II) NOT BE A BANK, A TRUST COMPANY, A SAVINGS INSTITUTION, AN INSURANCE COMPANY, A DEALER, AN INVESTMENT COMPANY, A PENSION OR PROFIT-SHARING TRUST, OR A QUALIFIED INSTITUTIONAL BUYER. THE WRITTEN NOTICE MUST BE SENT AND POSTMARKED PRIOR TO THE END OF THE THIRD BUSINESS DAY AFTER THE FIRST TENDER OF CONSIDERATION FOR THE SECURITIES PURCHASED. NOTICE LETTERS SHOULD BE SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND TO EVIDENCE THE TIME WHEN IT IS MAILED. ANY ORAL REQUESTS FOR RESCISSION SHOULD BE ACCOMPANIED BY A REQUEST FOR WRITTEN CONFIRMATION FROM THE COMPANY THAT THE ORAL REQUEST WAS RECEIVED ON A TIMELY BASIS.

NOTICE TO PENNSYLVANIA RESIDENTS: EACH SUBSCRIBER WHO IS A PENNSYLVANIA RESIDENT HAS THE RIGHT TO CANCEL AND WITHDRAW HIS OR HER SUBSCRIPTION AND HIS OR HER PURCHASE OF SECURITIES THEREUNDER, UPON WRITTEN NOTICE TO THE COMPANY GIVEN WITHIN TWO BUSINESS DAYS FOLLOWING THE RECEIPT BY THE COMPANY OF HIS OR HER EXECUTED SUBSCRIPTION AGREEMENT. ANY LETTER OR TELEGRAM NOTICE SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED SECOND BUSINESS DAY. IF YOU ARE SENDING A LETTER, IT IS PRUDENT TO SEND IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME WHEN IT WAS MAILED. IF YOU MAKE THE REQUEST ORALLY, YOU SHOULD ASK FOR WRITTEN CONFIRMATION FROM THE COMPANY THAT YOUR REQUEST HAS BEEN RECEIVED. UPON SUCH CANCELLATION OR WITHDRAWAL, THE SUBSCRIBER WILL HAVE NO OBLIGATION OR DUTY UNDER THE SUBSCRIPTION AGREEMENT TO THE COMPANY OR ANY OTHER PERSON AND WILL BE ENTITLED TO THE FULL RETURN OF ANY AMOUNT PAID BY HIM OR HER WITHOUT INTEREST. NEITHER THE PENNSYLVANIA SECURITIES COMMISSION NOR ANY OTHER AGENCY PASSED ON OR ENDORSED THE MERITS OF THE OFFERING, AND ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. YOUR WITHDRAWAL WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON.

WHO MAY INVEST

The Units we are offering through this memorandum are being offered and sold in reliance on an exemption from the registration requirements of the Securities Act. Accordingly, purchasers in this offering will be strictly limited to persons who meet the requirements and make the representations set forth below. We reserve the right to declare any prospective investor ineligible to purchase Units based on any information that may become known or available to us concerning the suitability of such prospective investor or for any other reason.

Investor Suitability Standards

Investment in the Units involves a high degree of risk and is suitable only for persons of substantial financial means who have no need for liquidity in this investment. Investors should be able to afford the loss of their entire investment. This investment will be sold only to investors who (i) purchase a minimum of $50,000 of Units, except that we may permit certain investors to make a smaller investment in our Units, in our sole discretion, and (ii) represent in writing that they meet the investor suitability standards established by us and as may be required under federal law.

A qualified account includes an account established for (i) an "employee pension benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA") and subject to the requirements of Title I of ERISA, (ii) an "individual retirement account" within the meaning of section 408(a) of the Code and/or a "Plan" within the meaning of section 4975(e)(1) of the Code, or (iii) a "governmental plan" within the meaning of section 3(32) of ERISA.

As a proposed investor in the Units, you must represent in writing that you meet, among others, all of the following suitability standards:

a. You are aware that an investment in the Units involves a high degree of risk of loss of your entire investment, and you understand and take full cognizance of the risk factors related to the purchase of the Units, including, but not limited to, those set forth in the section entitled "Risk Factors" in this memorandum.

b. You are aware that the Units are restricted securities, and may not be transferred or resold except as permitted under the Securities Act, and applicable state securities laws, pursuant to registration or exemption therefrom; no public market for the Units exists and none is expected to develop; and it may not be possible for you to liquidate your investment in the Units.

c. You have received and carefully read and understand this memorandum, the subscription agreement, and all other documents in connection therewith, and you confirm that all documents, records and books pertaining to the investment in the company through the Units have been made available to you and/or your purchaser representative or other personal investment, tax and legal advisers, if such advisers were utilized by yourself, and you agree to be bound by the terms of the subscription agreement and all such other documents.

d. You are the sole party in interest as to the Units subscribed for and are acquiring the Units for your own account, for investment only and have no present intention, agreement or arrangement for the distribution, transfer, assignment, resale or subdivision of the Units and you have adequate means of providing for your current needs and personal contingencies, and do not anticipate that you will have a need to liquidate or transfer the Units during the term of the company.

e. You are capable of bearing the high degree of economic risk of this investment including, but not limited to, the possibility of complete loss of investment and the lack of a public market that may make it impossible to readily liquidate the investment whenever desired, and your overall commitment to investments that are not readily marketable is not disproportionate to your net worth, and your investment in the Units will not cause such overall commitment to become excessive.

f. You have adequate means of providing for your financial requirements, both current and anticipated, and have no need for liquidity in your investment in the Units.

g. You have knowledge and experience in financial and business matters (either alone or with the aid of a purchaser representative), are capable of evaluating the merits and risks of an investment in the company and its proposed activities, have the ability to protect your interests in connection with such investment and have carefully considered the suitability of an investment in the company for your particular financial situation, and have determined that the Units are a suitable investment.

h. You are an accredited investor. Generally, to be an "accredited investor," an investor who is a natural person must, at the time of his or her purchase, (i) have a net worth, individually or jointly with one's spouse, in excess of $1,000,000 or (ii) have had an individual income in excess of $200,000 in each of the two most recent years, or joint income with one's spouse in excess of $300,000 in each of those years and have a reasonable expectation of reaching the same income level in the current year. In determining net worth, the value of the investor's principal residence, and debt secured thereby, is

excluded from the calculation, provided, that if the debt exceeds the fair market value of the principal residence, then the excess of such debt is included in total liabilities.

An organization or entity may qualify as an "accredited investor" if it is (i) a corporation, an organization described in Section 501 (c)(3) of the Internal Revenue Code, Massachusetts or similar business trusts or partnership not formed for the specific purpose of acquiring Units, with total assets in excess of $5,000,000, (ii) a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring Units, whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of an investment in a share, (iii) a broker-dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); (iv) an insurance company as defined in Section 2(13) of the Securities Act; (v) an investment company registered under the Investment Company Act of 1940 (the "Investment Company Act"); (vi) a business development company as defined in Section 2(a)(48) of the Investment Company Act; (vii) any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; (viii) a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, if such plan has total assets in excess $5,000,000; (ix) an employee Benefit Plan within the meaning of ERISA, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee Benefit Plan has total assets in excess of $5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors, (x) a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, (xi) a bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; (xii) an entity all of the equity owners of which are accredited investors.

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SUMMARY OF THE OFFERING

This summary highlights material information contained elsewhere in this memorandum. Because it is a summary, it may not contain all of the information that is important to you. To understand this offering fully, you should read the entire memorandum, as supplemented, carefully, including the "Risk Factors" section, before making a decision to invest in our Units.

What is Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP?

Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP (the "Fund") is a recently formed Delaware limited partnership that intends to qualify as a Qualified Opportunity Fund. We expect to use substantially all of the net proceeds raised during our offering stage to acquire, substantially improve, and manage a diverse portfolio of real estate properties and real estate-related assets located in Opportunity Zones. We may invest in single family residential, multifamily, commercial, industrial, or mixed-use properties. We may make our investments through the acquisition of individual assets or by acquiring portfolios of assets. While we generally expect to have little to no leverage, we may incur debt if our advisor or General Partner determines that it is in the best interests of the Fund. We plan to diversify our portfolio by geographic region, investment size, and investment risk, with the goal of acquiring a portfolio of income-producing assets that provides attractive and stable returns to our investors.

We were formed in the State of Delaware on ~~October [__]~~November ___, 2019, and as of the date of this memorandum, have not yet made any investments. Our external advisor, Berkeley Street Affordable Housing Advisors, LLC, will conduct our operations and oversee our portfolio of real estate investments. We have no paid employees and rely on the staff of our advisor, our sub-advisor, our property manager, and our property sub-manager.

Our office is located at ~~[One Cowboys Way, Suite 490, Frisco, Texas 75034. Our sub-advisor's office is located at~~ 2112 W. Kennedy Blvd., Tampa, Florida 33606. Our sub-advisor's ~~telephone number is (855) EquiAlt].~~

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What are your investment objectives?

Our primary investment objectives are to (1) preserve and return our unitholders' capital contribution and to provide them with attractive and stable returns, and (2) maintain the Fund's status as a Qualified Opportunity Fund. We will also seek to realize growth in the value of our investments by timing asset sales to maximize asset value.

We may return all or a portion of our unitholders' capital contributions in connection with the sale of the company or the assets we acquire or upon maturity or payoff of our debt investments. Alternatively, and while the sale of our unitholders' Units may be difficult for the reasons discussed in the risk factors below, our unitholders may be able to obtain a return of all or a portion of their capital contributions in connection with the sale of their Units.

Once we make our first real estate investment, our General Partner may authorize and declare distributions based on daily record dates and to pay these distributions on a quarterly basis; however, because the General Partner intends for the Fund to be a Qualified Opportunity Fund, providing long-term tax benefits to its unitholders, the Fund is likely to accrue most of its income for investment in other Qualified Property (as defined below) rather than distribute this income to our unitholders.

What is an Opportunity Zone Investment?

Under the Opportunity Zone Provisions, Congress provided a new tax incentive for investing in certain real estate projects in geographic areas identified as Opportunity Zones. Under the Opportunity Zone Provisions, an investor who has triggered a capital gain by selling an asset, such as stocks or real estate, to an unrelated party may be able to receive special tax benefits by rolling that gain into a Qualified Opportunity Fund within a 180-day investment period. The 180-day investment period generally commences on the date an asset is sold or an investor otherwise recognizes capital gain; under recently issued proposed Treasury Regulations, however, the 180-day investment period for net gains from the sale or other disposition of property (including real property) described in Section 1231 of the Code begins on the last day of the investor's taxable year (typically, December 31). Making a qualifying investment in a Qualified Opportunity Fund may allow electing investors to receive the following benefits (collectively, the "QOZ Tax Benefits"): (i) defer federal taxes on eligible capital gains invested in the Qualified Opportunity Fund until as late as December 31, 2026 ("Reinvested Gain Deferral"); (ii) permanently reduce the amount of reinvested gain that is subject to taxes by up to 15% (the "Reinvested Gain Partial Reduction"); and (iii) pay as little as zero taxes on any additional gains re-invested in a Qualified Opportunity Fund if the investment is held for at least 10 years and is sold no later than 2047 (the "Gain Elimination on QZ Investment").

For investors to obtain the QOZ Tax Benefits, a Qualified Opportunity Fund must invest in Qualified Opportunity Zone Property. Under Code Section 1400Z-2(d)(1), a "Qualified Opportunity Fund" means an investment vehicle that is organized as a corporation or a partnership for the purposes of investing in Qualified Opportunity Zone Property (other than another Qualified Opportunity Fund) that holds at least 90 percent of its assets in Qualified Opportunity Zone Property. Under Code Section 1400Z-

2(d)(2), "Qualified Opportunity Zone Property" is property that is (i) Qualified Opportunity Zone Stock; (ii) a Qualified Opportunity Zone Partnership Interest; or (iii) Qualified Opportunity Zone Business Property.

The term "Qualified Opportunity Zone Partnership Interest" is defined in Code Section 1400Z-2(d)(2)(C) to mean any capital or profits interest in a domestic partnership if (i) such interest is acquired by the Qualified Opportunity Fund after December 31, 2017, from the partnership solely in exchange for cash; (ii) as of the time such interest was acquired, such partnership was a Qualified Opportunity Zone Business (or, in the case of a new partnership, such partnership was being organized for purposes of being a Qualified Opportunity Zone Business); and (iii) during substantially all of the Qualified Opportunity Fund's holding period for such interest, such partnership qualified as a Qualified Opportunity Zone Business.

A "Qualified Opportunity Zone Business" is defined in Code Section 1400Z-2(d)(3) to meet the following requirements: (i) substantially all of the tangible property owned or leased by the entity consists of Qualified Opportunity Zone Business Property; (ii) the entity must make at least 50% of its gross income from the active conduct of the trade or business in an Opportunity Zone; (iii) a substantial portion of the entity's intangible property (e.g., licenses and trademarks) must be used in the active conduct the trade or business in the Opportunity Zone; (iv) certain financial property besides working capital (e.g., stocks and bonds) must be less than 5% of the entity's assets; and (v) the entity does not operate or lease land in certain enumerated prohibited business categories (e.g., golf courses and racetracks).

"Qualified Opportunity Zone Business Property" is defined in Code Section 1400Z-2(d)(2)(D) to mean tangible property used in a trade or business of the Qualified Opportunity Zone Business if (i) such property was acquired by the Qualified Opportunity Zone Business by purchase (as defined in Code Section 179(d)(2)) after December 31, 2017, (ii) the original use of such property in the Opportunity Zone commences with the Qualified Opportunity Zone Business or the Qualified Opportunity Zone Business substantially improves the property, and (iii) during substantially all of the Qualified Opportunity Zone Business' holding period for such property, substantially all of the use of such property was in an Opportunity Zone.

The Fund is organized as a Qualified Opportunity Fund. We plan to own substantially all of our assets and conduct our operations through one or more limited liability companies, which will act as single-purpose vehicles. Each limited liability company in which the Fund will invest intends to qualify as a Qualified Opportunity Zone Business (each, a "QOZB"). A membership interest in a QOZB will not qualify as a Qualified Opportunity Zone Partnership Interest unless such QOZB carries on a trade or business that satisfies the following requirements:

(i) substantially all of the tangible property owned or leased by the QOZB must consist of Qualified Opportunity Zone Business Property;

(ii) at least 50% of the gross income of the QOZB must be derived from the active conduct of its trade or business in an Opportunity Zone;

(iii) a substantial portion of the QOZB's intangible property (e.g., intellectual property, licenses and goodwill) must be used in carrying on the trade or business in an Opportunity Zone;

(iv) less than 5% of property (measured by the average unadjusted tax bases of all property) of the QOZB's assets may be nonqualified financial property (which includes stock, partnership interests, debt, options and other similar passive investment assets); and

(v) the QOZB may not operate a golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other gambling facility, or a liquor store.

Special provisions have been added in the Proposed OZ Regulations that provide that working capital assets will be deemed reasonable in amount if the following are satisfied:

(1) The amounts are designated in writing for the acquisition, construction, and/or substantial improvement of tangible property in an Opportunity Zone.

(2) There is a written schedule consistent with the ordinary start-up of a trade or business for the expenditure of the working capital assets. Under the schedule, the working capital assets must be spent within 31 months of the receipt by the business of the assets.

(3) The working capital assets are actually used in a manner that is substantially consistent with the above provisions.

As a result of the limitation set forth above in (iv), each QOZB must hold its cash pursuant to a written plan of implementation and must use the cash in conformance with such plan. A copy of that plan will be an exhibit to such QOZB's respective operating agreement.

Each prospective investor's tax situation is different and multiple factors could impact a prospective investor's ability to realize the tax benefits of an investment in a Qualified Opportunity Fund. ***Prospective investors are advised to consult their own tax advisors regarding the federal, state, local, foreign and other tax consequences of ownership of Units in the Fund, including the potential consequences of the Fund failing to qualify as Qualified Opportunity Zone Business, or the Property failing to qualify as Qualified Opportunity Zone Business Property.***

Are there any risks involved in an investment in your Units?

Investing in our Units involves a degree of risk. You should carefully review the "Risk Factors" section of this memorandum, which contains a detailed discussion of the material risks that you should consider before you invest in our Units. Some of the more significant risks relating to an investment in our Units include:

- No public market currently exists for our Units, and we have no plans at this time to list our Units on a national securities exchange. Our governing documents do not require our General Partner to provide our unitholders with a liquidity event by a specified date or at all. In addition, the Units are subject to restrictions on transferability and resale and you will be required to bear the financial risk of this investment for an indefinite period of time. Further, any sale must comply with applicable state and federal securities laws. Our Units cannot be readily sold.
- We have no operating history. As of the date of this memorandum, we did not own any real estate investments.
- This is a fixed price offering, and we set the offering price of our Units arbitrarily. This price may not be indicative of the price at which our Units would trade if they were listed on an exchange or actively traded, and this price bears no relationship to the book or net value of our assets or to our expected operating income.
- If we are unable to raise substantial funds during our offering stage, we may not be able to acquire a diverse portfolio of real estate investments, which may cause the value of an investment in us to vary more widely with the performance of specific assets and cause our general and administrative expenses to constitute a greater percentage of our revenue. Raising fewer proceeds during our offering stage, therefore, could increase the risk that our unitholders will lose money in their investment.
- We depend on our advisor, sub-advisor, and their affiliates to select and manage our investments and conduct our operations and this offering.
- All of our executive officers and other key real estate professionals are also officers, directors, managers, key professionals and/or holders of a direct or indirect controlling interest in our advisor and/or other affiliated entities. As a result, our executive officers and some of our key real estate professionals, our advisor and its affiliates will face conflicts of interest, including significant conflicts created by our advisor's and its affiliates' compensation arrangements with us and other EquiAlt-sponsored programs and conflicts in allocating time among us and these other programs. Furthermore, these individuals may become employees of another program sponsored by us in an internalization transaction or, if we internalize our advisor, may not become our employees as a result of their relationship with other EquiAlt-sponsored programs. These conflicts could result in action or inaction that is not in the best interests of our unitholders.
- We may fund distributions from any source, including, without limitation, offering proceeds (which may constitute a return of capital). We may also fund distributions from the sale of assets or from the maturity, payoff or settlement of debt investments. If we pay distributions from sources other than our cash flow from operations, we will have less funds available for investment in assets, the overall return to our unitholders may be reduced and subsequent investors will experience dilution.
- Because investment opportunities that are suitable for us may also be suitable for other ~~EquiAlt programs~~ sponsored programs by our advisor or sub-advisor, our advisor, sub-advisor and itstheir affiliates could face conflicts of

interest relating to the purchase of properties and other investments. Any such conflicts in directing investment opportunities may not be resolved in our favor, meaning that we could invest in less attractive assets, which could reduce the investment return to our unitholders. Currently, the only other ~~EquiAlt-programs~~ sponsored ~~programsby~~ our advisor and sub-advisor are no longer making acquisitions of properties. Accordingly, any conflicts we face would be with respect to future ~~EquiAlt-sponsored~~ programs, none of which are contemplated at this time.

- Our advisor and its affiliates will receive fees in connection with transactions involving the acquisition or origination and management of our investments. These fees will be based on the cost of the investment, and not based on the quality of the investment or the quality of the services rendered to us.
- We will pay substantial fees to and expenses of our advisor, its affiliates, and broker-dealers, which payments increase the risk that our unitholders will not earn a profit on their investment. We may also pay significant fees during our liquidation stage.
- If we are unable to locate investments with attractive yields while we are investing the proceeds raised in our offering stage, our distributions and the long-term returns of our investors may be lower.
- If you subscribe for Units in this offering, you will grant an irrevocable authorization for our advisor to be your proxy at a meeting of our unitholders with permission to vote your Units on certain matters, including certain amendments to our governing documents.
- We will depend on tenants for the revenue generated by any real estate investments we make and, accordingly, the revenue generated by our real estate investments is dependent upon the success and economic viability of our tenants. Revenues from any properties we acquire could decrease due to a reduction in occupancy (caused by factors including, but not limited to, tenant defaults, tenant insolvency, early termination of tenant leases and non-renewal of existing tenant leases) and/or lower rental rates, making it more difficult for us to meet any debt service obligations we have incurred and limiting our ability to pay distributions to our unitholders.
- Our future real estate investments may be affected by unfavorable real estate market and general economic conditions, which could decrease the value of those assets and reduce the investment return to our unitholders. Revenues from such real estate properties and assets directly securing any real estate-related investments we acquire or originate could decrease. Such events would make it more difficult for the borrowers under such investments to meet their payment obligations to us and could in turn make it more difficult for us to meet debt service obligations and limit our ability to pay distributions to our unitholders.
- Disruptions in the financial markets and uncertain economic conditions could adversely affect our ability to implement our business strategy and generate returns to our unitholders.
- We may incur debt obligations that have variable interest rates with interest and related payments that vary with the movement of the prime rate or other indexes. Increases in the indexes could increase the amount of payments on such debt obligations and limit our ability to pay distributions to our unitholders.
- We cannot predict with any certainty whether and to what extent the current tax code will be revised by the U.S. Congress, which could impact the Fund's status as a Qualified Opportunity Fund.

Who is your advisor and sub-advisor and what will ~~the advisor~~they do?

As our advisor, Berkeley Street Affordable Housing Advisor, LLC ("Berkeley Street Advisor") will manage our day-to-day operations and our portfolio of real estate investments, all subject to the supervision of our General Partner. Berkeley Street Advisor then makes recommendations on all investments to our General Partner. Berkeley Street Advisor will also provide asset management, marketing, investor-relations and other administrative services on our behalf with the goal of maximizing our cash flow from operations.

Berkeley Street Advisor will appoint EquiAlt Capital Advisors LLC ("EquiAlt Capital Advisors") to serve as our sub-advisor. Our sub-advisor is indirectly owned and controlled by Brian Davison. Mr. Davison and his team of real estate professionals, acting through EquiAlt Capital Advisors will make most of the decisions regarding the selection and the negotiation of our real estate investments. ~~[Address role of EquiAlt Capital Advisors as sub-advisor]~~

~~What is the experience of~~Who owns ~~your sponsor?~~ advisor and sub-advisor?

~~[~~Berkeley ~~Sponsor Entity]~~Real Estate Advisors LLC

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~~[Include experience information for Berkeley Sponsor Entity]~~

Berkeley Real Estate Advisors, LLC ("BSREA") owns Berkeley Street Advisor and Berkeley Street Affordable Housing Property Manager, LLC, our property manager ("Berkeley Street Property Manager"). BSREA also currently acts as the sponsor and general partner of Berkeley Street Income Fund LP.

EquiAlt Holdings LLC

EquiAlt Holdings LLC, which is owned and controlled by Brian Davison, ~~acts as our [co-sponsor]. EquiAlt Holdings~~ owns and controls EquiAlt Capital Advisors, our sub-advisor, and EquiAlt Property Management LLC, our sub-property manager. Mr. Davison actively participates in the management and operations of our advisor and our property manager.

Mr. Davison works at EquiAlt Capital Advisors with his team of key real estate professionals. The key real estate professionals at our advisor include Mr. Davison, Barry Rybicki, Tony James Michael Kelly, Bertram Andy Nyka and Michelle Rodriquez Diaz. These key real estate professionals, collectively, have over 50 years of real estate experience. The key real estate professionals at our advisor have been through multiple real estate cycles in their careers and have the expertise gained through hands-on experience in acquisitions, originations, asset management, dispositions, development, leasing and property and portfolio management.

Collectively, EquiAlt Fund, LLC ("EquiAlt Fund I"), EquiAlt Fund II, LLC ("EquiAlt Fund II"), EA SIP, LLC ("EA SIP"), EquiAlt Secured Income Portfolio REIT, Inc. ("EquiAlt REIT"), and EquiAlt, LLC own approximately 400 properties, largely consisting of single-family residential properties and multifamily properties, primarily in Florida and Tennessee.

When we refer to a "EquiAlt-sponsored program," we are referring to the real estate programs sponsored by an investment advisor affiliated with Mr. Davison and our company, that have been or are currently being sponsored by Mr. Davison. As noted above, Mr. Davison has sponsored EquiAlt Fund I, EquiAlt Fund II, EA SIP, and EquiAlt Qualified Opportunity Zone Fund, LP, which continue to manage properties. Mr. Davison also sponsored EquiAlt Fund III, LLC ("EquiAlt Fund III"), which returned all principal plus a fixed 9% annual return to third-party investors. EquiAlt, LLC was the manager of EquiAlt Fund I, EquiAlt Fund II, EquiAlt Fund III and EA SIP.

Mr. Davison is the Chief Executive Officer and a principal of our sub-advisor and our sub-property manager. Mr. Davison is the founder of the EquiAlt family of companies, and has served as the Chief Executive Officer of EquiAlt, LLC since the company's inception in 2011. Mr. Davison has extensive executive management experience and more than 20 years of experience in the real estate industry, with an emphasis on the single-family residential market. In 2009, Mr. Davison founded EquityAlt, LLC through which he acquired real property with third-party investors, typically structured as tenancies in common. Under his leadership, EquityAlt, LLC began acquiring distressed real estate assets, including single-family properties sold at auction. Having successfully completed numerous transactions between 2009 and 2011, Mr. Davison founded EquiAlt, LLC in early 2011 to introduce a fixed-return fund concept for its investors. EquiAlt, LLC served as the manager for four EquiAlt-sponsored program, EquiAlt Fund I, EquiAlt Fund II, EquiAlt Fund III and EA SIP. These programs offered investors fixed-rate debentures and targeted the single-family residential market. EA SIP, however, focuses on single-family residential and multifamily developments. Mr. Davison has purchased, rehabilitated, and either sold or rented more than $300 million in single-family and multi-family properties on behalf of the EquiAlt-sponsored program, delivering impressive returns to the funds.

From 2003 to the start of 2008, Mr. Davison served as the Chief Executive Officer of Affinity Capital LLC, a national mortgage brokerage with offices in three states, where he successfully completed over $600 million in funded projects for single-family residential property, commercial property, and tenants-in-common transactions before the U.S. economy suffered its severe downtown.

Prior to that experience, he served as an officer or director of several real estate lending or investment companies beginning in 1995, with a focus on single-family residential products.

Mr. Davison studied political science at California State University San Marcos, and holds, or has held, mortgage broker licenses in Nevada and Florida, and real estate licenses in California and Nevada.

Mr. Rybick has served as our Chief Financial Officer, Treasurer, Secretary and Executive Vice President since October 2017 and as a member of the sub-advisor since August 2017. Mr. Rybicki is also the Chief Operating Officer of our sub-advisor and our sub-property manager. Mr. Rybicki has served as Managing Director of EquiAlt, LLC since its inception in January 2011. He served as President of Operations of EquityAlt, LLC from June 2009 to early 2011, when he and Mr. Davison formed EquiAlt, LLC.

Mr. Rybicki has over 20 years of experience in residential real estate investment, banking, and investment funds. For the past six years, he has managed a $100 million capital raise for the EquiAlt family of funds, and he oversaw the successful dissolution of EquiAlt Fund III.

Mr. Rybicki also founded and successfully grew Integrity Funding, LLC, a mortgage bank, from March 2003, until its dissolution in June 2009. During that time, Mr. Rybicki acted as Chief Executive Officer and oversaw the origination of over $500 million in real estate loans, ranking it within the top five financial institutions in the Western region of the United States, before the collapse of the real estate lending industry. He developed numerous relationships within Wells Fargo, Citi Bank, JP Morgan and Bank of America. As a result of the Great Recession and its impact on the real estate industry, including his then-employer, Mr. Rybicki filed for bankruptcy, which was discharged in 2009.

Mr. Rybicki has a thorough knowledge of business administration and management as well as an extensive experience in lending, portfolio management, marketing, acquisition analysis and contract negotiation. Mr. Rybicki has held numerous banking licenses and has many affiliations with the National Association of Mortgage Brokers.]

How do you expect your portfolio to be allocated between real estate properties and real estate-related assets?

We intend to acquire and manage a diverse portfolio of real estate investments. We plan to diversify our portfolio by geographic region, investment size and investment risk with the goal of acquiring a portfolio of income-producing assets that provides attractive and stable returns to our investors. However, in order to be a Qualified Opportunity Fund, we intend to allocate at least 90% of our portfolio to investments in assets located within Opportunity Zones.

Although this is our current target portfolio, we may make adjustments to our target portfolio based on real estate market conditions and investment opportunities. We will not forego a good investment because it does not precisely fit our expected portfolio composition. We believe that we are most likely to meet our investment objectives through the careful selection and underwriting of assets. When making an acquisition, we will emphasize the performance and risk characteristics of that investment, how that investment will fit with our portfolio-level performance objectives, the other assets in our portfolio and how the returns and risks of that investment compare to the returns and risks of available investment alternatives. Thus, to the extent that our advisor presents us with what we believe to be good investment opportunities, our portfolio composition may vary from what we initially expect. However, we will attempt to construct a portfolio that produces stable and attractive returns by spreading risk across different real estate investments.

Will you use leverage?

~~While we~~We generally expect to incur debt up to a maximum leverage of 50% LTV.

How will you structure the ownership and operation of your assets?

We plan to own substantially all of our assets and conduct our operations through one or more QOZBs.

The Fund's initial QOZB investment will be in Berkeley Street Affordable Housing QOZB 1, LLC, a Delaware limited liability company ("Berkeley Street QOZB 1"). The principal objectives of Berkeley Street QOZB 1 are to meet the above requirements and qualify as a Qualified Opportunity Zone Business and to realize income through the development, operation, management and sale of the Project. ***There can be no assurance that any of these objectives will be achieved. See Risk Factors - Qualified Opportunity Fund Requirements to read about Qualified Opportunity Zone Businesses.***

What conflicts of interest will your advisor face?

~~[Add conflicts information for~~ Berkeley Street Advisor~~]~~ and its affiliates will experience conflicts of interest in connection with the management of our business.

Lisa Simonsen, _____ of Berkeley Street Advisor and Berkeley Street Property Manager, is also the principal of The Simonsen Group at Douglas Elliman Real Estate in New York City, and as a result will not be spending all of her time and effort at Berkeley Street Advisor.

Ryan A. Morfin, Managing Director at BSREA and _____ at Berkeley Street Advisor and Berkeley Street Property Manager, has an indirect ownership interest in BSREA and is also a registered representative of Cabot Lodge Securities LLC ("Cabot Lodge"), the dealer manager for the Offering. Mr. Morfin is also the Chief Executive Officer of, and has an indirect ownership

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interest in, Wentworth Management Services LLC ("WMS"), the indirect 100% owner of Cabot Lodge and Purshe Kaplan Sterling Investments, Inc. ("PKSI") and is one of three (3) managers of WMS. As such, Mr. Morfin may receive an indirect economic benefit from the sale of Units by Cabot Lodge or PKSI.

Craig Gould, Managing Director at BSREA and _____ at Berkeley Street Advisor and Berkeley Street Property Manager, has an indirect ownership interest in BSREA. Mr. Gould is also the Chief Executive Officer, and a registered representative of, Cabot Lodge, is the Chief Executive Officer of Cabot Lodge, is the President of, and has an indirect ownership interest in, WMS. As such, potential investors in Units should be aware that Mr. Gould may receive an indirect economic benefit from the sale of Units by Cabot Lodge or PKSI.

Frederick Lim, Managing Director at BSREA and _____ at Berkeley Street Advisor and Berkeley Street Property Manager, is also a registered representative of Cabot Lodge and has an indirect ownership interest in WMS. As such, potential investors in Units should be aware that Mr. Lim may receive an indirect economic benefit from the sale of Units by Cabot Lodge or PKSI.

Some of the material conflicts that Berkeley Street Advisor and its affiliates will face include the following:

- The real estate professionals at our advisor must determine which investment opportunities to recommend to us and any future BSREA-sponsored programs, or programs for whom Berkeley Street Advisor-affiliated entities serve as an advisor;
- The team of professionals at Berkeley Street Advisor and its affiliates have to allocate their time between us and other programs and activities in which they are involved;
- Berkeley Street Advisor and its affiliates will receive fees in connection with transactions involving the acquisition or origination, management and sale of our assets regardless of the quality of the asset acquired or the services provided to us;
- Berkeley Street Advisor and its affiliates will receive fees and expense reimbursements in connection with our offerings of equity securities;
- The negotiations of the advisory agreement and the property management agreement (including the substantial fees Berkeley Street Advisor and its affiliates will receive thereunder) were not at arm's length;
- Berkeley Street Advisor may terminate the advisory agreement without cause or penalty upon 60 days' written notice;
- The key real estate and finance professionals at our advisor may become employees of another Berkeley Street Advisor-sponsored program in an internalization transaction or, if we internalize our advisor, may not become our employees as a result of their relationship with other Berkeley Street-sponsored programs.
- Berkeley Street Advisor and its affiliates may structure the terms of joint ventures between us and other BSREA-sponsored programs or BSREA-advised entities.

What conflicts of interest will your sub-advisor face?

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EquiAlt Capital Advisors and its affiliates will experience conflicts of interest in connection with the management of our business. Mr. Davison controls and indirectly owns both our sub-advisor and our sub-property manager. Some of the material conflicts that EquiAlt Capital Advisors and its affiliates will face include the following:

- The team of real estate professionals at our advisor must determine which investment opportunities to recommend to us and any future EquiAlt-sponsored programs, or programs for whom EquiAlt-affiliated entities serve as an advisor;
- The team of professionals at EquiAlt Capital Advisors and its affiliates have to allocate their time between us and other programs and activities in which they are involved;
- EquiAlt Capital Advisors and its affiliates will receive fees in connection with transactions involving the acquisition or origination, management and sale of our assets regardless of the quality of the asset acquired or the services provided to us;

- EquiAlt Capital Advisors and its affiliates will receive fees in connection with our offerings of equity securities;
- The negotiations of the sub-advisory agreement and the sub-property management agreement (including the substantial fees EquiAlt Capital Advisors and its affiliates will receive thereunder) were not at arm's length;
- EquiAlt Capital Advisors may terminate the sub-advisory agreement without cause or penalty upon 60 days' written notice;
- The key real estate, debt finance, management and accounting professionals at our sub-advisor may become employees of another EquiAlt-sponsored program in an internalization transaction or, if we internalize our sub-advisor, may not become our employees as a result of their relationship with other EquiAlt-sponsored programs sponsored by EquiAlt.
- EquiAlt Capital Advisors and its affiliates may structure the terms of joint ventures between us and other EquiAlt-sponsored programs or EquiAlt-advised entities.

Who owns and controls the advisor?

The following chart shows the current ownership structure of Berkeley Street Advisor, Berkeley Street Property Management, EquiAlt Capital Advisors, EquiAlt Property Management and their affiliates that will perform services for us:

[TO BE INSERTED]

What are the fees that you will pay to the advisor and its affiliates?

Berkeley Street Advisor, EquiAlt Capital Advisors, and/or their affiliates will receive compensation and reimbursement for services related to this offering and the investment, management, and disposition of our assets. The most significant items of compensation are included in the table below. The table assumes the maximum commissions, allowances, expense reimbursements and placement fees (collectively, the "Selling Commissions and Expenses") (with no discounts to any categories of purchasers). No Selling Commissions and Expenses are payable on Units sold through our distribution reinvestment plan if we create one.

Type of Compensation and Recipient	Determination of Amount	Estimated Amount for Maximum Primary Offering $75,000,000 in Units
	Organization and Offering Stage	
Selling Commissions – Cabot Lodge Securities, LLC	Up to 7% of the purchase price of the Units sold in the offering will be paid to ~~broker-dealers or other licensed professionals~~Cabot Lodge as a selling commission, which will be re-allowed to the selling broker dealer.	$5,250,000
Dealer Manager – Cabot Lodge Securities, LLC	Up to 3% of the purchase price of the Units sold in the offering will be paid to broker-Cabot Lodge as a dealer manager fee, a portion of which may be re-allowed to selling broker dealers ~~as an allowance for marketing and due diligence~~.	$2,250,000
Organization and Other Offering Expenses	To date, EquiAlt LLC has paid organization and other offering expenses on our behalf. We will reimburse EquiAlt LLC for these costs and future organization and other offering costs it may incur on our behalf. These organization and other offering expenses include all expenses (other than Selling Commissions and Expenses) to be paid by us in connection with the offering, including our legal, accounting, printing, mailing and filing fees,	Actual amounts are dependent upon a variety of third-parties, including the Fund's outside legal counsel and accounting professionals; we cannot determine these amounts at the present time.

Type of Compensation and Recipient	Determination of Amount	Estimated Amount for Maximum Primary Offering $75,000,000 in Units
	charges of our advisor or sub-advisor for administrative services related to the issuance of Units in this offering, reimbursement of due diligence expenses of broker-dealers, reimbursement of our advisor or sub-advisor for costs in connection with preparing supplemental sales materials, the cost of training and education meetings held by us (primarily the travel, meal and lodging costs of registered representatives of broker-dealers), attendance and sponsorship fees, wholesaling compensation expenses and travel, meal and lodging costs for registered persons associated with broker-dealers and officers and employees of our affiliates to attend retail seminars conducted by broker-dealers. If we raise the maximum offering amount, we expect our organization and other offering expenses to be [less than 0.5%] of gross offering proceeds; however, there is no limit on the amount of organization and other offering expenses we may incur.	
	Acquisition and Development Stage	
Acquisition and Origination Fees – Berkeley Street Advisor	1.5% of the cost of investments acquired by us, or the amount to be funded by us to acquire or originate loans, including any acquisition expenses associated with the purchase of such investment or the acquisition or origination of such loan, and any debt attributable to such investment or loan, plus significant capital expenditures budgeted as of the date of acquisition related to the development, construction or improvement of a real estate property. Acquisition fees calculated based on capital expenditures budgeted as of the date of acquisition shall be paid at the time funds are disbursed pursuant to a final approved budget upon receipt of an invoice by us. Berkeley Street Advisor will pay EquiAlt Capital Advisors 50% of this acquisition fee for assets that are currently held by entities owned by EquiAlt.[2] Berkeley Street Advisor will pay EquiAlt Capital Advisors 100% of this acquisition fee for assets that are currently held by parties other than affiliates of EquiAlt that are brought to the Fund by EquiAlt.	$_____ (assumes maximum offering and no debt)
Acquisition and Origination Expenses	Reimbursement of customary acquisition and origination expenses (including expenses relating to potential investments that we do not close), such as legal fees and expenses (including fees of independent contractor in-house counsel that are not employees of our advisor), costs of due diligence (including, as necessary, updated appraisals, surveys and environmental site assessments), travel and communications expenses, accounting fees and expenses and other closing costs and miscellaneous expenses relating to the acquisition or origination of real estate	$_____ (assumes maximum offering and no debt)

[2] NTD: Analyze ownership percentages in light of related party rules under QOZ Provisions.

Type of Compensation and Recipient	Determination of Amount	Estimated Amount for Maximum Primary Offering $75,000,000 in Units
	properties and real estate-related investments. We estimate that these expenses will average approximately 0.6% of the purchase price or origination amount of our investments, excluding fees and expenses associated with such investments.	
	Operational Stage	
Asset Management Fees – Berkeley Street Advisor	A monthly fee equal to one-twelfth of 1.6% of the cost of our investments, less any debt secured by or attributable to our investments. The cost of our real property investments will be calculated as the amount paid or allocated to acquire the real property, plus budgeted capital improvement costs for the development, construction or improvements to the property once such funds are disbursed pursuant to a final approved budget and fees and expenses associated with the purchase of such real property, but excluding acquisition fees paid or payable to our advisor or its affiliates. The cost of our real estate-related investments and any investments other than real property will be calculated as the lesser of: (x) the amount paid or allocated to acquire, originate or fund the investment, including fees and expenses associated with the acquisition, origination or funding of such investment (but excluding acquisition or origination fees paid or payable to our advisor or its affiliates), and (y) the outstanding principal amount of such investment, including fees and expenses associated with the acquisition, origination or funding of such investment (but excluding acquisition or origination fees paid or payable to our advisor or its affiliates). In the case of investments made through joint ventures, the asset management fee will be determined based on our proportionate share of the underlying investment.	Actual amounts are dependent upon the total capital we raise, the cost of our investments and the results of our operations; we cannot determine these amounts at the present time.
Other Operating Expenses – Berkeley Street Advisor and EquiAlt Property Management	We may reimburse the expenses incurred by our advisor and sub-advisor in connection with its provision of services to us, including our allocable share of our advisor's overhead, such as rent, employee costs, utilities and IT costs. Our advisor or sub-advisor may seek reimbursement for employee costs under the advisory agreement. However, we will not reimburse our advisor, sub-advisor, or their affiliates for employee costs in connection with services for which our advisor earns acquisition or origination fees or disposition fees (other than reimbursement of travel and communication expenses) or for the salaries or benefits our advisor, sub-advisor, or their affiliates may pay to our named executive officers. We will reimburse our property manager for all expenses and liabilities incurred in connection with certain utility and service contracts entered into on our behalf. We will reimburse the costs and expenses incurred by our property manager on our behalf,	Actual amounts are dependent upon the results of our operations; we cannot determine these amounts at the present time.

Type of Compensation and Recipient	Determination of Amount	Estimated Amount for Maximum Primary Offering $75,000,000 in Units
	including the wages and salaries and other employee-related expenses and benefits of all on-site employees of our property manager who are engaged in the operation, management, maintenance and leasing or access of our properties, including taxes, insurance and benefits relating to such employees, costs of technology related to specific properties, and legal, travel and other out-of-pocket expenses that are directly related to the management of specific properties. We will not be obligated to reimburse our property manager for any expense allocable to (i) time spent on properties other than those properties the property manager manages under the property management agreement and (ii) any personnel other than on-site personnel or personnel spending a portion of their working hours (to be charged on a pro rata basis) on-site. We may also reimburse our property manager for certain third-party charges and miscellaneous expenses.	
Property Management Fee – Berkeley Street Property Manager and EquAltEquiAlt Property Management	A monthly management fee equal to the following: (a) for any single-family residential property, (i) [10%] of gross revenues for each such property for such month payable monthly in arrears, and (ii) the first month's rent payment for any property for which property manager has placed a new tenant, plus (b) for any property that is not a single-family residence, including multifamily and commercial properties, [4.5%] of gross revenues for each such property for such month payable monthly in arrears. "Gross revenues" means all amounts actually collected as rents or other charges for use and occupancy of properties, whether, residential or commercial, and concessionaires (if any) in respect of each property, including furniture rental, parking fees, forfeited security deposits, application fees, late charges, income from coin operated machines, proceeds from rental interruption insurance, and other miscellaneous income collected at each property; but shall exclude all other receipts, including but not limited to, income derived from interest on investments or otherwise, proceeds of claims on account of insurance policies (other than rental interruptions insurance), abatement of taxes, and awards arising out of eminent domain proceedings, discounts and dividends on insurance policies. Berkeley Street Property Manager will pay EquiAlt Property Management 100% of the property management fees allocable to any properties that EquiAlt Property Management is actively managing.	Actual amounts are dependent upon the results of our operations; we cannot determine these amounts at the present time.
Oversight Fee – Berkeley Street Property Manager and EquiAlt Property Management	If we hire a third-party property manager not affiliated with the property manager in respect of a property for which we, in our sole discretion, have the ability to appoint or hire the property manager, we will pay the property manager an oversight fee equal to 0.50% of gross revenues of such property.	Actual amounts are dependent upon the results of our operations; we cannot determine these amounts at the present time.

Type of Compensation and Recipient	Determination of Amount	Estimated Amount for Maximum Primary Offering $75,000,000 in Units
	Berkeley Street Property Manager will pay EquiAlt Property Management 50% of the property management fees allocable to any properties that are managed by a third party and subject to oversight by EquiAlt Property Management.	
	Liquidation	
Disposition Fees–Berkeley Street Advisor and EquiAlt Capital Advisors or their affiliates	In connection with the sale of our assets, which includes the sale of a single asset or the sale of all or a portion of our assets through a portfolio sale, merger or business combination transaction, we will pay our advisor or its affiliates a percentage of the contract sales price of the assets sold (including residential or commercial mortgage-backed securities issued by a subsidiary of ours as part of a securitization transaction). For dispositions with a contract sales price less than or equal to $1.5 billion, the disposition fee will equal 1.5% of the contract sales price. For dispositions with a contract sales price greater than $1.5 billion, the disposition fee will equal 1.5% of the first $1.5 billion of the contract sales price, plus 1.1% of the amount of the contract sales price in excess of $1.5 billion. [Provided, however, that upon commencement of an initial public offering, the disposition fees paid to our advisor, sub-advisor, their affiliates and unaffiliated third parties may not exceed 6% of the contract sales price. We will not pay a disposition fee upon the maturity, prepayment or workout of a loan or other debt-related investment, provided that if we negotiate a discounted payoff with the borrower, we will pay a disposition fee and if we take ownership of a property as a result of a workout or foreclosure of a loan, we will pay a disposition fee upon the sale of such property. We do not intend to sell assets to affiliates. However, if we do sell assets to an affiliate, our organizational documents would not prohibit us from paying our advisor a disposition fee. Although we are most likely to pay disposition fees during our liquidation stage, these fees may also be incurred during our operational stage.] [NEED TO DISCUSS – IS IT ACTUALLY CONTEMPLATED THAT THIS WILL EVER GO PUBLIC?] Any disposition fee will be split equally between Berkeley Street Advisor and EquiAlt Capital Advisors.	Actual amounts are dependent upon the results of our operations; we cannot determine these amounts at the present time.

How many real estate investments do you currently own?

As of the date of this memorandum, we did not own any real estate investments. Our Affiliates own approximately [400][3] properties. As other significant investments become probable, we will supplement this memorandum to provide information regarding

[3] NTD: Update as to EquiAlt.

the likely investment. We will describe material changes to our portfolio, including the closing of significant asset acquisitions or originations, by means of a supplement to this memorandum.

If I buy Units, will I receive distributions and how often?

After we have made an initial investment, we expect our General Partner to authorize and declare distributions based on daily record dates, and we expect to pay these distributions on a quarterly basis. Our General Partner has not pre-established a percentage rate of return for distributions to unitholders. We have not established a minimum distribution level, and our governing documents do not require that we make distributions to our unitholders.

We may authorize and declare cash distributions. Generally, our policy will be to pay cash distributions from cash flow from operations. However, we expect to have little, if any, cash flow from operations available for distribution until we make substantial investments. During our offering stage, when we may raise capital more quickly than we acquire income-producing assets, and for some period after our offering stage, we may not be able to pay distributions solely from our cash flow from operations. Further, because we may receive income from interest or rents at various times during our fiscal year and because we may need cash flow from operations during a particular period to fund capital expenditures and other expenses, we expect that, at least during the early stages of our development and from time to time during our operational stage, we will declare distributions in anticipation of cash flow that we expect to receive during a later period and we will pay these distributions in advance of our actual receipt of these funds. In these instances, we expect to utilize offering proceeds to fund at least a portion of our distributions. We may also fund such distributions from the sale of assets or from the maturity, payoff or settlement of debt investments. We may fund distributions from any source, including, without limitation, offering proceeds (which may constitute a return of capital). If we pay distributions from sources other than our cash flow from operations, we will have less funds available for investment in assets, the overall return to our unitholders may be reduced and subsequent investors will experience dilution.

How will you use the proceeds raised in this offering?

The following table sets forth information about how we intend to use the proceeds raised in this offering assuming that we sell a maximum of $75,000,000 in Units in this offering. Many of the amounts set forth below represent management's best estimate since they cannot be precisely calculated at this time. This table assumes the maximum Selling Commissions and Expenses (with no discounts to any categories of purchasers).

We estimate that we will use 90% of the gross proceeds in the primary offering to acquire real estate and real estate-related investments in Opportunity Zones.

We may fund distributions from any source, including, without limitation, offering proceeds (which may constitute a return of capital). If we pay distributions from sources other than our cash flow from operations, we will have less funds available to make real estate investments, the overall return to our unitholders may be reduced and subsequent investors may experience dilution.

	Primary Offering $75,000,000 in Units	
	$	% of Offering Proceeds
Gross Offering Proceeds	75,000,000	100.00
Less Offering Expenses:		
Selling Commissions	5,250,000	7.00
Dealer Manager Fee	2,250,000	3.00
Amount Available for Investment	67,500,000	90.00

What kind of offering is this?

We are seeking to raise a maximum of $75,000,000 of our Units through a best efforts offering of our Units to accredited investors, which amount may be increased to $1,000,000,000 in the sole discretion of our General Partner. We are offering up to $75,000,000 of Units at an initial purchase price of $10.00 per Unit. Discounts will be available to some categories of purchasers.

How does a "best efforts" offering work?

When Units are offered on a "best efforts" basis, we will be required to use only our best efforts to sell the Units, and we have no firm commitment or obligation to purchase any of the Units. Therefore, we may sell fewer Units than anticipated.

How long will this offering last?

We currently expect our primary offering to terminate upon our acceptance of subscriptions with an aggregate purchase price of $75,000,000; however, in our sole discretion and without notice to you, we may increase the size of this offering and offer additional Units on the same or different terms and conditions. If we decide to increase the size of our primary offering or otherwise extend the term of this offering, we will provide that information in a supplement to this memorandum. We may terminate this offering at any time.

Who can buy Units?

An investment in our Units is suitable only for persons who have adequate financial means and who will not need immediate liquidity from their investment. An investment in our Units is strictly limited to persons who meet certain minimum financial and other requirements. See "Who May Invest."

Who might benefit from an investment in our Units?

An investment in our Units may be beneficial for you if you seek to roll over a capital gain from a prior investment, including the sale of stock, investment property, or a business, and seek to diversify your portfolio with a real estate-based investment, seek to preserve capital, seek to obtain the potential QOZ Tax Benefits, long-term capital appreciation and are able to hold your investment for a time period consistent with our liquidity strategy and the rules governing investments in Opportunity Zones. On the other hand, we caution persons who require immediate liquidity or guaranteed income, or who seek a short-term investment, that an investment in our Units will not meet those needs.

See Risk Factors – QOZ Tax Benefits for Electing Investors to read about the potential tax benefits available to eligible investors.

Is there any minimum investment required?

You must generally initially invest at least $50,000 in our Units to be eligible to participate in this offering. In our sole discretion, we may permit certain investors to invest less. If you are not a qualified account and have satisfied the applicable minimum purchase requirement, any additional purchase must be in amounts of at least $100. The investment minimum for subsequent purchases does not apply to Units purchased pursuant to our distribution reinvestment plan. [NOTE: CONFIRM THAT THERE WILL BE A DRIP.]

A qualified account includes an account established for (i) an "employee pension benefit plan" within the meaning of Section 3(3) of ERISA and subject to the requirements of Title I of ERISA, (ii) an "individual retirement account" within the meaning of section 408(a) of the Code and/or a "Plan" within the meaning of section 4975(e)(1) of the Code, or (iii) a "governmental plan" within the meaning of section 3(32) of ERISA.

Are there any special restrictions on the ownership or transfer of Units?

Yes, the Units in this offering have not been registered under the Securities Act or by the securities regulatory authority of any state. The Units may not be resold unless they are registered under the Securities Act and registered or qualified under applicable state securities laws or unless exemptions from such registration and qualification are available.

Are there any special considerations that apply to employee benefit plans subject to ERISA or other retirement plans that are investing in Units?

Yes. The section of this memorandum entitled "ERISA Considerations" describes special procedures for the purchase of our Units that apply to Benefit Plan investors, and the effect the purchase of Units will have on, individual retirement accounts and retirement plans subject to ERISA, and/or the Internal Revenue Code. We refer to these types of accounts as "Benefit Plan" investors. ERISA is a federal law that regulates the operation of certain tax advantaged retirement plans. Any retirement plan trustee or individual considering purchasing Units for a retirement plan or an individual retirement account should carefully read that section of the memorandum. Unitholders in this Fund may not own more than 24.9% of the outstanding Units.

We may make some investments that generate "excess inclusion income" which, when passed through to our tax exempt unitholders, can be taxed as unrelated business taxable income ("UBTI") or, in certain circumstances, can result in a tax being imposed on us. Although we do not expect the amount of such income to be significant, there can be no assurance in this regard.

May I make an investment through my IRA, SEP or other tax-deferred account?

Yes, you may make an investment through your individual retirement account ("IRA"), a simplified employee pension ("SEP") plan or other tax deferred account but only if the ~~decisions~~decision is made by ~~a~~a sophisticated fiduciary. In making these investment decisions, the fiduciary should consider, at a minimum, (i) whether the investment is in accordance with the documents and instruments governing your IRA, plan or other account, (ii) whether the investment satisfies the fiduciary requirements associated with your IRA, plan or other account, (iii) whether the investment will generate UBTI for your IRA, plan or other account, (iv) whether there is sufficient liquidity for such investment under your IRA, plan or other account, (v) the need to value the assets of the IRA, plan or other account annually or more frequently, and (vi) whether the investment would constitute a prohibited transaction under applicable law. See above for considerations related to investments through an IRA, SEP or other tax-deferred account.

How do I subscribe for Units?

If you choose to purchase Units in this offering, you will need to complete and sign a subscription agreement (in the form attached to this memorandum as Appendix A) for a specific dollar amount of Units and pay for the Units at the time of your subscription. Units in this offering will be purchased at the offering price and either (i) processed by us or our advisor, or (ii) confirmed for acceptance into the escrow account applicable to subscription proceeds received from Benefit Plan investors, as applicable to your Units.

If I buy Units in this offering, how may I sell them later?

The Units will not be registered under the Securities Act or any other securities laws and are being offered and sold in reliance on exemptions from registration under the Securities Act for offers and sales of securities that do not involve any public offering contained in Section 4(2) of the Securities Act and Regulation D promulgated thereunder and analogous exemptions under state securities laws. At the time you purchase the Units, they will not be listed for trading on any national securities exchange or over-the-counter market. The Units may not be sold or transferred unless they are registered under the laws of the relevant jurisdictions, or unless such sale, transfer, or disposition is exempt from such registration under the Securities Act and under all other applicable laws.

Our General Partner has adopted a redemption program pursuant to which our unitholders may be able to have their Units repurchased by us, subject to numerous restrictions that limit our unitholders' ability to sell their Units to us. The price at which we repurchase Units in our redemption program will vary depending on whether we have announced an estimated NAV and the circumstances under which the redeeming unitholder is requesting redemption. The terms of our redemption program are more generous with respect to redemptions sought upon a unitholder's death, "qualifying disability", or "determination of incompetence" (each as defined in the program and collectively, "Special Redemptions"), as described below.

If and when we do have funds available for redemption, with respect to Units submitted for redemption, other than in connection with a Special Redemption (an "Ordinary Redemption"), for those Units held by the redeeming unitholder for at least one year, we expect to initially redeem Units submitted for redemption at 95.0% of the price paid to acquire the Units from us. Once we establish an estimated NAV per Unit of our Units, for those Units held by the redeeming unitholder for at least one year, we will redeem all Units submitted in connection with an Ordinary Redemption at 95.0% of our estimated NAV per Unit as of the applicable redemption date.

For purposes of determining whether a redeeming unitholder has held the Unit submitted for redemption for at least one year, the time period begins as of the date the unitholder acquired the Unit; provided, that Units purchased by the redeeming unitholder pursuant to our distribution reinvestment plan will be deemed to have been acquired on the same date as the initial Unit to which the distribution reinvestment plan Units relate. The date of the Unit's original issuance by us is not determinative.

The terms of our redemption program are more generous with respect to Special Redemptions:

- There is no one-year holding requirement;
- Until we establish an estimated NAV per unit, the redemption price is the amount paid to acquire the Units from us; and
- Once we have established an estimated NAV per unit, the redemption price for all Units will be the estimated NAV per unit.

In order for a determination of disability or incompetence to entitle a unitholder to these special redemption terms, the determination of disability or incompetence must be made by the government entities specified in our redemption program.

Our redemption program contains numerous other restrictions on our unitholders' ability to sell their Units to us. During each calendar year, redemptions are limited to the amount of net proceeds from the sale of Units under our distribution reinvestment plan during the prior calendar year; however, we may increase or decrease the funding available for the redemption of Units upon 10 business days' notice to our unitholders. Further, during any calendar year, we may redeem no more than 5% of the weighted-average number of Units outstanding during the prior calendar year. We also have no obligation to redeem Units if the redemption would violate the restrictions on distributions under Delaware law, which prohibits distributions that would cause a corporation to fail to meet statutory tests of solvency. We may amend, suspend or terminate the program for any reason upon 10 business days' notice to unitholders.

Units held by an electing unitholder that are repurchased by the Fund prior to December 31, 2026 will cause the electing unitholder to recognize gain in an amount equal to (x) the lesser of (i) the unitholder's deferred gain; or (ii) the fair market value of the unitholder's Units in the Fund minus (y) the tax basis of the unitholder's Units in the Fund. See Risk Factors – QOZ Tax Benefits for Electing Investors to read about Reinvested Gain Deferral.

Will you register as an investment company?

We intend to conduct our operations so that neither we nor any of our subsidiaries will be required to register as an investment company under the Investment Company Act of 1940, as amended, or the Investment Company Act. Under the relevant provisions of Section 3(a)(1) of the Investment Company Act, an investment company is any issuer that:

- is or holds itself out as being engaged primarily, or proposes to engage primarily, in the business of investing, reinvesting or trading in securities (the "primarily engaged test"); or
- is engaged or proposes to engage in the business of investing, reinvesting, owning, holding or trading in securities and owns or proposes to acquire "investment securities" having a value exceeding 40% of the value of such issuer's total assets (exclusive of U.S. government securities and cash items) on an unconsolidated basis (the "40% test"). "Investment securities" excludes U.S. government securities and securities of majority-owned subsidiaries that are not themselves investment companies and are not relying on the exception from the definition of investment company under Section 3(c)(1) or Section 3(c)(7) (relating to private investment companies).

We believe that we will not be required to register as an investment company based on the following analysis. With respect to the 40% test, most of the entities through which we will own our assets will be majority-owned subsidiaries that will not themselves be investment companies and will not be relying on the exceptions from the definition of investment company under Section 3(c)(1) or Section 3(c)(7).

With respect to the primarily engaged test, we will be holding companies and do not intend to invest or trade in securities ourselves. Rather, through the majority-owned subsidiaries, we will be primarily engaged in the non-investment company businesses of these subsidiaries, namely the business of purchasing or otherwise acquiring real estate and real estate-related assets.

We believe that most of our subsidiaries will be able to rely on Section 3(c)(5)(C) of the Investment Company Act for an exception from the definition of an investment company. (Any other subsidiaries will be able to rely on the exceptions for private investment companies pursuant to Section 3(c)(1) and Section 3(c)(7) of the Investment Company Act.) As reflected in no-action letters, the SEC staff's position on Section 3(c)(5)(C) generally requires that an issuer maintain at least 55% of its assets in "mortgages and other liens on and interests in real estate," or qualifying assets; at least 80% of its assets in qualifying assets plus real estate-related assets; and no more than 20% of the value of its assets in other than qualifying assets and real estate-related assets, which we refer to as miscellaneous assets. To constitute a qualifying asset under this 55% requirement, a real estate interest must meet various criteria based on no-action letters. We expect that each of our subsidiaries relying on Section 3(c)(5)(C) will invest at least 55% of its assets in qualifying assets, and approximately an additional 25% of its assets in other types of real estate-related assets. We expect to rely on guidance published by the SEC staff or on our analyses of guidance published with respect to types of assets to determine which assets are qualifying real estate assets and real estate-related assets.

To avoid registration as an investment company, we expect to limit the investments that we make, directly or indirectly, in assets that are not qualifying assets and in assets that are not real estate-related assets. In 2011, the SEC issued a concept release indicating that the SEC and its staff were reviewing interpretive issues relating to Section 3(c)(5)(C) and soliciting views on the application of Section 3(c)(5)(C) to companies engaged in the business of acquiring mortgages and mortgage-related instruments. To the extent that the SEC or its staff provides guidance regarding any of the matters bearing upon the exceptions we and our subsidiaries

will rely on from registration as an investment company, we may be required to adjust our strategy accordingly. Any guidance from the SEC or its staff could further inhibit our ability to pursue the strategies we have chosen.

When will the company seek a liquidity event?

It is currently contemplated that 10 years after we have invested substantially all of the proceeds from our offering, our General Partner will begin to explore and evaluate various strategic options to provide our unitholders with liquidity of their investment, either in whole or in part. These options may include, but are not limited to, (i) our sale, merger or other transaction in which our unitholders either receive, or have the option to receive, cash, securities redeemable for cash, and/or securities of a publicly traded company, and (ii) a sale of all or substantially all of our assets where our unitholders either receive, or have the option to receive, cash or other consideration. We do not know at this time what circumstances will exist in the future and therefore we do not know what factors our General Partner will consider in determining whether to pursue a liquidity event in the future. Therefore, we have not established any pre-determined criteria. We are not required to pursue a liquidity event or any transaction to provide liquidity to our unitholders.

Qualifying unitholders holding their Units for at least 10 years may elect to have the tax basis of their Units be equal to the fair market value of the Units on the date the Units are sold or exchanged. See Risk Factors – QOZ Tax Benefits for Electing Investors to read about Gain Elimination on OZ Investment.

Will I be notified of how my investment is doing?

Yes, we will provide our unitholders with detailed quarterly distribution reports. We will provide this information to our unitholders via one or more of the following methods, in our discretion and with their consent, if necessary: U.S. mail or other courier; facsimile; electronic delivery; or by posting on our website.

How will you report an estimated per Unit value of your Units?

We intend to use the gross offering price of Units in this offering (ignoring purchase price discounts for certain categories of purchasers), or $10.00 per unit, as the estimated per Unit value of our Units initially. Once we announce an estimated NAV per Unit we generally expect to update the estimated NAV per Unit at least once per calendar year.

Until we report an estimated NAV, the initial reported values will likely differ from the price that a unitholder would receive in the near term upon a resale of his or her Units or upon a liquidation of our company because (i) there is no public trading market for the Units at this time; (ii) when based solely on the offering price, the primary offering price includes the payment of underwriting compensation and other directed selling efforts, which payments and efforts are likely to produce a higher sale price than could otherwise be obtained; (iii) the estimated value will not reflect, and will not be derived from, the fair market value of our assets, nor will it represent the amount of net proceeds that would result from an immediate liquidation of our assets; (iv) the estimated value will not take into account how market fluctuations affect the value of our investments; and (v) the estimated value will not take into account how developments related to individual assets may increase or decrease the value of our portfolio.

Who will be the third party administrator and transfer agent for the Fund?

The Fund has engaged FGMK to act as third party administrator and transfer agent for the Fund. As third party administrator, FGMK will [DESCRIBE DUTIES PERFORMED BY FGMK].

When do you expect to announce an estimated NAV per unit?

We expect to calculate and announce an estimated NAV by the end of 2020.

When will I get my detailed tax information?

Our unitholders' Form K-1 tax information, if required, will be mailed by January 31 of each year.

Who can help answer my questions about this offering?

If you have more questions about this offering, or if you would like additional copies of this memorandum, you should contact your financial advisor or contact:

EquiAlt Capital Advisors

~~Berkeley Street Advisor~~

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{2112 W. Kennedy Blvd.
Tampa, Florida 33606}
(855) EQUIALT

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RISK FACTORS

Investing in our Units involves a high degree of risk. Potential purchasers of our Units should carefully consider the following risk factors, and all other information contained in this memorandum before purchasing our Units. If any of the following risks were to occur, our business, financial condition or results of operations could be materially and adversely affected. In these circumstances, the value of our Units may decline, and our unitholders could lose some or all of their investment.

Risks Related to an Investment in Our Units

The Units offered hereby are subject to restrictions on transferability and re-sale and no public trading market for our Units currently exists; therefore, it will be difficult for our unitholders to sell their Units and, if our unitholders are able to sell their Units, they will likely sell them at a loss.

There is no public market for our Units and we have no plans at this time to list our Units on a national securities exchange. In addition, each investor in this offering will be required to represent that such investor is acquiring the Units for investment and not with a view to distribution or re-sale, that such investor understands the Units are not freely transferable and, in any event, that such investor must bear the economic risk of investment in us for an indefinite period of time because the Units have not been registered under the Securities Act or certain applicable state securities laws, and that the Units cannot be sold unless they are subsequently registered or an exemption from such registration is available. There will be no market for the Units and an investor cannot expect to be able to liquidate his or her investment in case of an emergency. Further, the redemption program includes numerous restrictions that will severely limit your ability to sell your Units. We describe these restrictions in more detail under "Description of Units—Redemption Program." Therefore, it will be difficult for you to sell your Units promptly or at all. If you are able to sell your Units, you would likely have to sell them at a loss. It is also likely that your Units would not be accepted as the primary collateral for a loan. Because of the illiquid nature of our Units, you should purchase our Units only as a long-term investment and be prepared to hold them for an indefinite period of time.

If we are unable to raise substantial funds during our offering stage, we will be limited in the number and type of investments we make and the value of our unitholders' investment in us will fluctuate with the performance of the specific assets we acquire.

Our Units are being offered on a "best efforts" basis, meaning that we are only required to use our best efforts to sell our Units. As a result, there is no assurance that we will raise substantial proceeds during our offering stage and the amount of proceeds we raise during our offering stage may be substantially less than the amount we would need to achieve a fully diversified portfolio of investments. If we are unable to raise substantial funds, we will make fewer investments resulting in less diversification in terms of the number, size and geographic location of investments that we make. In that case, the likelihood that any single property's performance would adversely affect our profitability will increase. If most of our properties are located in a single geographic area, our operating results and ability to make distributions are likely to be impacted by economic changes affecting the real estate market in that area. Our unitholders' investment in our Units will be subject to greater risk to the extent that we lack a diversified portfolio of investments. Further, we will have certain fixed operating expenses regardless of whether we are able to raise substantial funds during our offering stage. Our inability to raise substantial funds would increase our fixed operating expenses as a percentage of gross income, reducing our net income and cash flow and limiting our ability to pay distributions to our unitholders.

Purchasers in this offering will grant an irrevocable authorization for our advisor, Berkeley Street Advisor, to be their proxy at a meeting of our unitholders with permission to vote their Units on certain matters.

Purchasers in this offering will grant an irrevocable authorization for our advisor, Berkeley Street Advisor, to be their proxy at a meeting of our unitholders with permission to vote their Units on any proposal put to a unitholder vote that our General Partner believes is necessary to comply with any state or federal rule, law or regulation. Such proposals may include, among other things, amendments to our governing documents. Unitholders may not agree with the votes cast by Berkeley Street Advisor pursuant to this irrevocable proxy authorization.

There is no assurance that aspects of our company and an investment in our Units that are in effect now will remain as described in this memorandum.

In this memorandum, we describe our investment objectives, borrowing policy, distribution policy, our partnership agreement and other governing documents, compensation to our advisor and its affiliates, and other aspects of our company and an investment in our Units. However, except for certain amendments, we may change any of these aspects of our company and an investment in our Units without unitholder approval, whether for business, regulatory or other reasons. Accordingly, there is no assurance that such aspects of our company and an investment in our Units that are in effect now will remain as described in this memorandum.

We will face significant competition for real estate investment opportunities, which may limit our ability to acquire suitable investments. If we are unable to find suitable investments, we may not be able to achieve our investment objectives or pay distributions.

Our ability to achieve our investment objectives and to pay distributions will depend upon the performance of our advisor in the acquisition or origination of our investments, including the determination of any financing arrangements. We will face competition from various entities for real estate investment opportunities, including other funds, pension funds, banks and insurance companies, investment funds and companies, partnerships and developers. Many of these entities have substantially greater financial resources than we do and may be able to accept more risk than we can prudently manage, including risks with respect to the creditworthiness of a tenant or the geographic location of their investments. Competition from these entities may reduce the number of suitable investment opportunities offered to us or increase the bargaining power of property owners seeking to sell. In addition, the number of entities and the amount of funds competing for suitable investments may increase. If we acquire investments at higher prices and/or by using less-than-ideal capital structures, our returns will be lower and the value of our assets may not appreciate or may decrease significantly below the amount we paid for such assets.

We also depend upon the performance of our property manager in the selection of tenants and negotiation of leasing arrangements. The highly competitive U.S. residential and commercial real estate industries have created increased pressure on real estate investors and their property managers to find new tenants and keep existing tenants. In order to do so, we may have to offer inducements, such as free rent and tenant improvements, to compete for attractive tenants. We are also subject to competition in seeking to acquire real estate-related investments. The more Units we sell during our offering stage, the greater our challenge will be to invest the net offering proceeds on attractive terms. Our investors must rely entirely on the management abilities of our advisor, the property manager and the oversight of our General Partner. We can give no assurance that our advisor will be successful in obtaining suitable investments on financially attractive terms or that, if our advisor makes investments on our behalf, our objectives will be achieved. If we, through our advisor, are unable to find suitable investments promptly, we will hold the proceeds from this offering in an interest-bearing account or invest the proceeds in short-term assets. If we would continue to be unsuccessful in locating suitable investments, we may ultimately decide to liquidate. In the event we are unable to timely locate suitable investments, we may be unable or limited in our ability to pay distributions, we may not be able to meet our investment objectives and our unitholders may experience a lower return on their investment.

Disruptions in the financial markets and uncertain economic conditions could adversely affect market rental rates, real estate values and our ability to make distributions to our unitholders.

Disruptions in the financial markets and uncertain economic conditions could adversely affect the values of any investments we make. The United States economy experienced a significant downturn in 2008, from which it is still recovering. While there has been a substantial recovery in the real estate sector, it is still unclear how stable the real estate markets currently are or will be once the government pulls back from its unprecedented participation in the bond market to keep interest rates low. As a result, there can be no assurance that our assets will achieve anticipated cash flow levels. Turmoil in the capital markets constrained equity and debt capital available for investment in single-family residential, multifamily and commercial properties, resulting in fewer buyers seeking to acquire such properties and possible increases in capitalization rates and lower property values. Further, recent world events evolving out of increased terrorist activities and the political and military responses of the targeted countries have created an air of uncertainty concerning security and the stability of world and United States economies. Historically, successful terrorist attacks have resulted in decreased travel and tourism to the affected areas, increased security measures and disturbances in financial markets. It is impossible to determine the likelihood of any future terrorist attacks on United States targets, the nature of any United States response to such attacks or the social and economic results of such events. Furthermore, uncertain economic conditions could negatively impact commercial real estate fundamentals and result in lower occupancy, lower rental rates and declining values in our future real estate portfolio and in the collateral securing any loan investments we may make. These could have the following negative effects, any of which could impair our ability to make distributions to you:

- the values of any investments in single-family residential, multifamily and commercial properties could decrease below the amounts we pay for such investments;
- the value of collateral securing any loan investments could decrease below the outstanding principal amounts of such loans;
- revenues from the properties we acquire could decrease due to fewer tenants and/or lower rental rates, making it more difficult for us to make distributions; and/or

- revenues generated by any properties we acquire and other assets underlying any loan investments we make could decrease, making it more difficult for the borrowers to meet their payment obligations to us, which could in turn make it more difficult for us to pay distributions.

All of these factors could reduce our unitholders' return and decrease the value of an investment in us.

Our unitholders will not have the opportunity to evaluate all of our investments before we make them. We may make investments with which our unitholders do not agree.

As of the date of this memorandum, we did not own any real estate investments. We intend to make investments that have not yet been identified. As a result, we are not able to provide our unitholders with detailed information to assist them in evaluating the merits of the assets we have not identified. We will seek to invest substantially all of the net proceeds from our offering stage, after the payment of fees and expenses, in real estate investments. Our General Partner and our advisor have broad discretion when identifying, evaluating, and making such investments.

With respect to the investments we have not identified, our unitholders will have no opportunity to evaluate the transaction terms or other financial or operational data before we invest in such assets. Furthermore, our General Partner will have broad discretion in implementing policies regarding tenant or mortgagor creditworthiness and our unitholders will likewise have no opportunity to evaluate potential tenants, managers or borrowers. As a result, our unitholders must rely on our General Partner and our advisor to identify and evaluate our investment opportunities, and they may not be able to achieve our business objectives, may make unwise decisions or may make investments with which our unitholders do not agree.

If we fail to diversify our investment portfolio, downturns relating to certain geographic regions, types of assets, industries or business sectors may have a more significant adverse impact on our assets and our ability to pay distributions than if we had a diversified investment portfolio.

While we intend to diversify our portfolio of investments in the manner described in this memorandum, we are not required to observe specific diversification criteria. Therefore, our investments may at times be concentrated in certain asset types that are subject to higher risk or are located in a limited number of geographic locations, or secured by assets concentrated in a limited number of geographic locations. To the extent that our portfolio is concentrated in limited geographic regions, types of assets, industries or business sectors, downturns relating generally to such region, type of asset, industry or business sector may result in defaults on a number of our investments within a short time period, which may reduce our net income and the value of our Units and accordingly limit our ability to pay distributions to our unitholders.

We have no operating history and we may not be able to operate our business successfully or generate sufficient revenue to make or sustain distributions to our unitholders.

We were formed in the State of Delaware on [~~October~~November ___, 2019], and have no operating history. As of the date of this memorandum, we have not made any investments [and our total assets consist of $_____ of cash]. We cannot assure our unitholders that we will be able to operate our business successfully or implement our operating policies and strategies described in this memorandum. We can provide no assurance that our performance will replicate the past performance of other EquiAlt-sponsored programs. Our investment returns could be substantially lower than the returns achieved by other EquiAlt-sponsored programs. The results of our operations depend on several factors, including the availability of opportunities for the acquisition of target assets, the level and volatility of rental rates, and conditions in the financial markets and economic conditions.

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Because we depend upon our advisor and its affiliates to conduct our operations, adverse changes in the financial health of our advisor or its affiliates could cause our operations to suffer.

We depend on Berkeley Street Advisor to manage our operations and our portfolio of assets. Our advisor depends upon the fees and other compensation that it will receive from us in connection with the purchase, management and sale of assets to conduct its operations. Any adverse changes to our relationship with, or the financial condition of, our advisor and its affiliates, could hinder their ability to successfully manage our operations and our portfolio of investments.

Investors in this offering will likely experience immediate dilution of their investment in us because of the organization and offering expenses incurred prior to the commencement of this offering.

Organization and offering expenses in this offering are not subject to a cap, and in connection with this offering, our advisor and its affiliates had incurred organization and offering costs on our behalf in connection with this offering which we will be obligated to reimburse. To date, we have not made any investments that would offset the dilutive effect of the incurrence of significant organization and offering expenses in this offering; therefore, the value per Unit for investors purchasing our Units in this offering will initially be below the offering price.

If we pay distributions from sources other than our cash flow from operations, we will have less funds available for investment in assets, the overall return to our unitholders may be reduced and subsequent investors may experience dilution.

We expect to have little, if any, cash flow from operations available for distribution until we make substantial investments. During our offering stage, when we may raise capital more quickly than we acquire income-producing assets, and for some period after our offering stage, we may not be able to pay distributions solely from our cash flow from operations, in which case distributions may be paid in whole or in part from offering proceeds. Further, because we may receive income at various times during our fiscal year and because we may need cash flow from operations during a particular period to fund expenses, we expect that from time to time during our operational stage, we will declare distributions in anticipation of cash flow that we expect to receive during a later period and we will pay these distributions in advance of our actual receipt of these funds. We may fund distributions from any source, including, without limitation, offering proceeds (which may constitute a return of capital). We may also fund such distributions from the sale of assets or from the maturity, payoff or settlement of debt investments. If we fund distributions from the sale of assets or the maturity, payoff or settlement of debt investments, this will affect our ability to generate cash flow from operations in future periods. To the extent that we pay distributions from sources other than our cash flow from operations, we will have fewer funds available with which to make real estate investments, the overall return to our unitholders may be reduced and subsequent investors will experience dilution. In addition, to the extent distributions exceed cash flow from operations, a unitholder's basis in our stock will be reduced and, to the extent distributions exceed a unitholder's basis, the unitholder may recognize capital gain. There is no limit on the amount of distributions we may fund from sources other than from cash flow from operations.

The loss of or the inability to retain or obtain key real estate professionals at our advisor could delay or hinder implementation of our investment strategies, which could limit our ability to make distributions and decrease the value of an investment in our Units.

[Our success depends to a significant degree upon the contributions of Messrs. Davison and Rybicki, each of whom would be difficult to replace.] Neither we nor our affiliates have employment agreements with these individuals and they may not remain associated with us, our advisor or its affiliates. If any of these persons were to cease their association with us, our advisor or its affiliates, we may be unable to find suitable replacements and our operating results could suffer as a result. We do not intend to maintain key person life insurance on any person. We believe that our future success depends, in large part, upon our advisor's and its affiliates' ability to attract and retain highly skilled managerial, operational and marketing professionals. Competition for such professionals is intense, and our advisor and its affiliates may be unsuccessful in attracting and retaining such skilled professionals. Further, our sponsor and co-sponsor have established and intends to establish strategic relationships with firms that have special expertise in certain services or detailed knowledge regarding real properties in certain geographic regions. Maintaining such relationships will be important for us to effectively compete with other investors for properties and tenants in such regions. We may be unsuccessful in growing and retaining such relationships. If we lose or are unable to obtain the services of highly skilled professionals or do not establish or maintain appropriate strategic relationships, our ability to implement our investment strategies could be delayed or hindered.

Our rights and the rights of our unitholders to take action against our General Partner and officers are limited.

Delaware law provides that a General Partner has no liability in that capacity if he or she performs his or her duties in good faith, in a manner he or she reasonably believes to be in our best interests and with the care that an ordinarily prudent person in a like position would use under similar circumstances.

We may change our targeted investments without unitholder consent.

We intend to allocate at least 90% of our portfolio to investments in Qualified Property in Opportunity Zones. Although this is our current target portfolio, we may make adjustments to our target portfolio based on real estate market conditions and investment opportunities, and we may change our targeted investments and investment guidelines at any time without the consent of our unitholders, which could result in our making investments that are different from, and possibly riskier than, the investments described in this memorandum. A change in our targeted investments or investment guidelines may increase our exposure to interest rate risk, default risk and real estate market fluctuations, all of which could adversely affect the value of our Units and our ability to make distributions to our unitholders. We will not forego a good investment because it does not precisely fit our expected portfolio composition. We believe that we are most likely to meet our investment objectives through the careful selection and underwriting of assets. When making an acquisition, we will emphasize the performance and risk characteristics of that investment, how that investment will fit with our portfolio-level performance objectives, the other assets in our portfolio and how the returns and risks of that investment compare to the returns and risks of available investment alternatives. Thus, to the extent that our advisor presents us with what we believe to be good investment opportunities that allow us to meet the Qualified Opportunity Fund requirements under the Code, our portfolio composition may vary from what we initially expect. However, we will attempt to construct a portfolio that produces stable and attractive returns by spreading risk across different real estate investments.

Risks Related to Conflicts of Interest

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Berkeley Street Advisor

Berkeley Street Advisor and its affiliates, including all of our executive officers and other key real estate professionals, will face conflicts of interest caused by their compensation arrangements with us and with other Berkeley-sponsored programs, which could result in actions that are not in the long-term best interests of our unitholders.

~~[Address for Berkeley Street Advisor]~~

~~Our advisor and its affiliates will face conflicts of interest relating to the~~ All of Berkeley Street Advisor's executive officers are also officers, directors, managers, key professionals and/or holders of a direct or indirect controlling interest in Berkeley Street Property Management and/or other BREA-affiliated entities. Berkeley Street Advisor and its affiliates will receive substantial fees from us. These fees could influence our advisor's advice to us as well as the judgment of its affiliates. Among other matters, these compensation arrangements could affect their judgment with respect to:

- the continuation, renewal or enforcement of our agreements with Berkeley Street Advisor and its affiliates, including the advisory agreement and the property management agreement;
- offerings of equity by us, which will likely entitle Berkeley Street Advisor to increased **acquisition and origination** ~~of assets and leasing of properties due to their relationship with other Berkeley-sponsored programs, which could result in decisions~~fees and asset management fees;
- sales of real estate investments, which will entitle Berkeley Street Advisor to disposition fees and possible subordinated incentive fees;
- acquisitions of real estate investments, which will entitle Berkeley Street Property Management to property management fees and oversight fees and will entitle Berkeley Street Advisor to acquisition or origination fees based on the cost of the investment and asset management fees based on the cost of the investment, and not based on the quality of the investment or the quality of the services rendered to us, which may influence our advisor to recommend riskier transactions to us and/or transactions **that are not in our best interest** ~~or the best interests of our unitholders~~ and, in the case of acquisitions of investments from other BSREA-sponsored programs, which might entitle affiliates of Berkeley Street Advisor to disposition fees and possible subordinated incentive fees in connection with its services for the seller; and

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- whether and when we seek to sell the company or its assets, which sale could entitle Berkeley Street Advisor to disposition fees or a subordinated incentive fee and terminate the asset management fee, property management fee and oversight fee.

Our advisor and its affiliates will face conflicts of interest relating to joint ventures that we may form with affiliates of our advisor, which conflicts could result in a disproportionate benefit to other venture partners at our expense.

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~~[Address for Berkeley Street Advisor]~~

~~*Our advisor and its affiliates will face conflicts of interest relating to joint ventures that we may form with affiliates of our advisor, which conflicts could result in a disproportionate benefit to other venture partners at our expense.*~~

~~[Address for Berkeley Street Advisor]~~

Existing and future BSREA-sponsored programs and the management personnel of Berkley Street Advisor generally are not and will not be prohibited from engaging, directly or indirectly, in any business or from possessing interests in any other business venture or ventures, including businesses and ventures involved in the acquisition, origination, development, ownership, leasing or sale of real estate-related investments.

In addition, we may enter into joint venture agreements with other current or future BSREA-sponsored programs or affiliated entities for the acquisition, development or improvement of properties or other investments. Berkeley Street Advisor and its affiliates may have some of the same executive officers, and other key professionals; and these persons will face conflicts of interest in structuring the terms of the relationship between our interests and the interests of the BSREA-affiliated co-venturer and in managing the joint venture. Any joint venture agreement or transaction between us and a BSREA-affiliated co-venturer will not have the benefit of arm's-length negotiation of the type normally conducted between unrelated co-venturers. The BSREA-affiliated co-venturer may

have economic or business interests or goals that are or may become inconsistent with our business interests or goals. These co-venturers may thus benefit to our and your detriment.

Our General Partner, our advisor and the ~~real estate, debt finance, management and accounting professionals~~personnel assembled by our advisor will face competing demands on their time and this may cause our operations and our unitholders' investment to suffer.

~~[Address for Berkeley Street Advisor]~~

We rely on our officers, our advisor and the key professionals that our advisor retains, to provide services to us for the day-to-day operation of our business. As a result of their interests in other BSREA-sponsored programs, their obligations to the advisor and the Fund, and the fact that they engage in and will continue to engage in other business activities on behalf of themselves and others, they may face conflicts of interest in allocating their time among such endeavors. In addition, Berkeley Street Advisor and its affiliates share many of the same key professionals. During times of intense activity in other programs and ventures, these individuals may devote less time and fewer resources to our business than are necessary or appropriate to manage our business. Furthermore, some or all of these individuals may become employees of another BSREA-sponsored program in an internalization transaction or, if we internalize our advisor, may not become our employees as a result of their relationship with other BSREA-sponsored programs or their other business activities. If these events occur, the returns on our investments, and the value of our unitholders' investment, may decline.

All of our executive officers and the key real estate professionals assembled by our advisor face conflicts of interest related to their positions and/or interests in Berkeley Street ~~Advisors~~Advisor and its affiliates, including our ~~sub-~~property manager, which could hinder our ability to implement our business strategy and to generate returns to our unitholders.

~~[Address for Berkeley Street Advisor]~~

~~EquiAlt Capital Advisors~~

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All of our executive officers are also key professionals at other BSREA-affiliated businesses or other businesses, and as a result will have competing demands on their time, which could result in them not spending the time necessary to manage our business and operations.

Lisa Simonsen, _____ of Berkeley Street Advisor and Berkeley Street Property Manager, is also the principal of The Simonsen Group at Douglas Elliman Real Estate in New York City.

Ryan A. Morfin, Managing Director at BSREA and _____ at Berkeley Street Advisor and Berkeley Street Property Manager, has an indirect ownership interest in BSREA and is also a registered representative of Cabot Lodge, the dealer manager for the Offering. Mr. Morfin is also the Chief Executive Officer of, and has an indirect ownership interest in, WMS, the indirect 100% owner of Cabot Lodge and PKSI, and is one of three (3) managers of WMS. As such, Mr. Morfin may receive an indirect economic benefit from the sale of Units by Cabot Lodge or PKSI.

Craig Gould, Managing Director at BSREA and _____ at Berkeley Street Advisor and Berkeley Street Property Manager, has an indirect ownership interest in BSREA. Mr. Gould is also the Chief Executive Officer, and a registered representative of, Cabot Lodge, is the Chief Executive Officer of Cabot Lodge, is the President of, and has an indirect ownership interest in, WMS. As such, potential investors in Units should be aware that Mr. Gould may receive an indirect economic benefit from the sale of Units by Cabot Lodge or PKSI.

Frederick Lim, Managing Director at BSREA and _____ at Berkeley Street Advisor and Berkeley Street Property Manager, is also a registered representative of Cabot Lodge and has an indirect ownership interest in WMS. As such, potential investors in Units should be aware that Mr. Lim may receive an indirect economic benefit from the sale of Units by Cabot Lodge or PKSI.

EquiAlt Capital Advisors

EquiAlt Capital Advisors and its affiliates, including all of ~~our~~its executive officers and other key real estate professionals, will face conflicts of interest caused by their compensation arrangements with us~~Berkeley Street Advisor~~ and with other EquiAlt-sponsored programs, which could result in actions that are not in the long-term best interests of our unitholders.

All of ~~our~~EquiAlt Capital Advisors' executive officers and other key real estate professionals are also officers, directors, managers, key professionals and/or holders of a direct or indirect controlling interest in ~~our advisor, our property manager~~EquiAlt

Capital Advisors, EquiAlt Property Management and/or other EquiAlt-affiliated entities. EquiAlt Capital Advisors and its affiliates will receive substantial fees from us. These fees could influence our advisor's advice to us as well as the judgment of its affiliates. Among other matters, these compensation arrangements could affect their judgment with respect to:

- the continuation, renewal or enforcement of our agreements with ~~EquiAlt Capital Advisors~~Berkeley Street Advisor and its affiliates, including the sub-advisory agreement and the sub-property management agreement;
- offerings of equity by us, which will likely entitle EquiAlt Capital Advisors to increased acquisition and origination fees and asset management fees;
- sales of real estate investments, which will entitle EquiAlt Capital Advisors to disposition fees and possible subordinated incentive fees;
- acquisitions of real estate investments, which will entitle EquiAlt Property Management to sub-property management fees and oversight fees and will entitle EquiAlt Capital Advisors to acquisition or origination fees based on the cost of the investment and asset management fees based on the cost of the investment, and not based on the quality of the investment or the quality of the services rendered to us, which may influence our advisor to recommend riskier transactions to us and/or transactions that are not in our best interest and, in the case of acquisitions of investments from other EquiAlt-sponsored programs, which might entitle affiliates of EquiAlt Capital Advisors to disposition fees and possible subordinated incentive fees in connection with its services for the seller; and
- whether and when we seek to sell the company or its assets, which sale could entitle EquiAlt Capital Advisors to disposition fees or a subordinated incentive fee and terminate the asset management fee, property management fee and oversight fee.

Our sub-advisor and its affiliates will face conflicts of interest relating to the acquisition and origination of assets and leasing of properties due to their relationship with other EquiAlt-sponsored programs, which could result in decisions that are not in our best interest or the best interests of our unitholders.

We rely on key real estate professionals at our sub-advisor, including Messrs. Davison and Rybicki, to identify suitable investment opportunities for us. EquiAlt Capital Advisors may, in the future, advise other EquiAlt-affiliated funds. Messrs. Davison and Rybicki at EquiAlt Capital Advisors are also the key real estate professionals at EquiAlt Property Management. Many investment opportunities that are suitable for us may also be suitable for other EquiAlt-sponsored programs. When these real estate professionals direct an investment opportunity to any EquiAlt-sponsored program, they, ~~in their sole discretion~~subject to the oversight of Berkeley Street Advisor, will offer the opportunity to the program for which the investment opportunity is most suitable based on the investment objectives, portfolio and criteria of each program.

The real estate professionals of EquiAlt Capital Advisors could direct attractive investment opportunities to other EquiAlt-sponsored programs. Such events could result in us investing in properties that provide less attractive returns, which would reduce the level of distributions we may be able to pay our unitholders.

We and other EquiAlt-sponsored programs also rely on these real estate professionals to supervise the property management and leasing of properties. If the EquiAlt team of real estate professionals directs creditworthy prospective tenants to properties owned by another EquiAlt-sponsored program when it could direct such tenants to our properties, our tenant base may have more inherent risk and our properties' occupancy may be lower than might otherwise be the case.

Further, existing and future EquiAlt-sponsored programs and Messrs. Davison and Rybicki generally are not and will not be prohibited from engaging, directly or indirectly, in any business or from possessing interests in any other business venture or ventures, including businesses and ventures involved in the acquisition, origination, development, ownership, leasing or sale of real estate-related investments.

Our sub-advisor and its affiliates will face conflicts of interest relating to joint ventures that we may form with affiliates of our sub-advisor, which conflicts could result in a disproportionate benefit to other venture partners at our expense.

~~***Our advisor and its affiliates will face conflicts of interest relating to joint ventures that we may form with affiliates of our advisor, which conflicts could result in a disproportionate benefit to other venture partners at our expense.***~~

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We may enter into joint venture agreements with other EquiAlt-sponsored programs or affiliated entities for the acquisition, development or improvement of properties or other investments. EquiAlt Capital Advisors, our sub-advisor, and its affiliates have some of the same executive officers, affiliated directors and other key real estate and debt finance professionals; and these persons will face conflicts of interest in structuring the terms of the relationship between our interests and the interests of the EquiAlt-affiliated co-

venturer and in managing the joint venture. Any joint venture agreement or transaction between us and aan EquiAlt-affiliated co-venturer will not have the benefit of arm's-length negotiation of the type normally conducted between unrelated co-venturers. The EquiAlt-affiliated co-venturer may have economic or business interests or goals that are or may become inconsistent with our business interests or goals. These co-venturers may thus benefit to our and your detriment.

Our sub- advisor and the real estate, debt finance, management and accounting professionals assembled by our sub-advisor will face competing demands on their time and this may cause our operations and our unitholders' investment to suffer.

We rely on our officers, our advisor and the real estate, debt finance, management and accounting professionals that our advisor retains, including Messrs. Davison and Rybicki, to provide services to us for the day-to-day operation of our business. As a result of their interests in other EquiAlt-sponsored programs, their obligations to the advisor and the company, and the fact that they engage in and will continue to engage in other business activities on behalf of themselves and others, they may face conflicts of interest in allocating their time among such endeavors. In addition, EquiAlt Capital Advisors and its affiliates share many of the same key real estate, management and accounting professionals. During times of intense activity in other programs and ventures, these individuals may devote less time and fewer resources to our business than are necessary or appropriate to manage our business. Furthermore, some or all of these individuals may become employees of another EquiAlt-sponsored program in an internalization transaction or, if we internalize our advisor, may not become our employees as a result of their relationship with other EquiAlt-sponsored programs. If these events occur, the returns on our investments, and the value of our unitholders' investment, may decline.

All of our executive officers and the key real estate professionals assembled by our advisor face conflicts of interest related to their positions and/or interests in EquiAlt Capital Advisors and its affiliates, including our sub-property manager, which could hinder our ability to implement our business strategy and to generate returns to our unitholders.

All of our executive officers and the key real estate professionals assembled by our advisor are also executive officers, directors, managers, key professionals and/or holders of a direct or indirect controlling interest in our advisor, our property manager and/or other EquiAlt-affiliated entities. As a result, they owe fiduciary duties to each of these entities, their members and their limited partners, which fiduciary duties may from time to time conflict with the duties that they owe to us and our unitholders. Their loyalties to these other entities and investors could result in action or inaction that is detrimental to our business, which could harm the implementation of our business strategy and our investment and leasing opportunities. Further, Messrs. Davison and Rybicki are not and will not be prohibited from engaging, directly or indirectly, in any business or from possessing interests in any other business venture or ventures, including businesses and ventures involved in the acquisition, development, ownership, leasing or sale of real estate investments.

Risks Related to Our Structure

If we are unable to find suitable investments in Opportunity Zones, we may not be able to achieve our investment objectives or pay distributions.

Our ability to achieve our investment objectives and to pay distributions depends upon the performance of our advisor in the acquisition of suitable investments in Opportunity Zones and the ability of our advisor to source investment opportunities for us. The more money we raise in this offering, the greater our challenge will be to invest all of the net offering proceeds on attractive terms, and in particular to ensure that the Fund holds at least 90% of its assets in properties within Opportunity Zones. Except for investments that may be described in supplements to this memorandum prior to the date you subscribe for our Units, you will have no opportunity to evaluate the economic merits or the terms of our investments before making a decision to invest in the Fund. You must rely entirely on the management abilities of our advisor. We cannot assure you that our advisor will be successful in obtaining suitable investments on financially attractive terms or that, if our advisor makes investments on our behalf, our objectives will be achieved. If we, through our advisor, are unable to find suitable investments in Opportunity Zones promptly, we may hold the proceeds from this offering in an interest-bearing account or invest the proceeds from this offering in short-term assets in a manner that is consistent with our qualification as a Qualified Opportunity Fund, and we may also otherwise make such alternative investments to maintain our status as a Qualified Opportunity Fund. If we would continue to be unsuccessful in locating suitable investments, we may ultimately decide to liquidate. In the event we are unable to timely locate suitable investments, we may be unable or limited in our ability to pay distributions and we may not be able to meet our investment objectives.

We may suffer from delays in locating suitable investments in Opportunity Zones, which could limit our ability to make distributions and lower the overall return on your investment.

The current market for properties that meet our investment objectives is highly competitive, as is the leasing market for such properties. The more Units we sell in this offering, the greater our challenge will be to invest all of the net offering proceeds on attractive terms. Except for investments that may be described in supplements to this memorandum prior to the date you subscribe for our Units, you will have no opportunity to evaluate the terms of transactions or other economic or financial data concerning our

investments. You must rely entirely on the oversight and management ability of our advisor and the performance of our property manager.

Our partnership agreement permits our General Partner to issue Units with terms that may subordinate the rights of our Unitholders or discourage a third party from acquiring us in a manner that could result in a premium price to our unitholders.

Our General Partner may classify or reclassify any unissued Units and establish the preferences, conversion or other rights, voting powers, restrictions, limitations as to distributions, qualifications and terms or conditions of redemption of any such Units. Thus, our General Partner could authorize the issuance of Units with priority as to distributions and amounts payable upon liquidation over the rights of the holders of our Units. Such Units could also have the effect of delaying, deferring or preventing a change in control of us, including an extraordinary transaction (such as a merger, tender offer or sale of all or substantially all of our assets) that might provide a premium price to holders of our Units.

Our unitholders' investment return may be reduced if we are required to register as an investment company under the Investment Company Act; if we or our subsidiaries become an unregistered investment company, we could not continue our business.

Neither we nor any of our subsidiaries intend to register as investment companies under the Investment Company Act. If we or our subsidiaries were obligated to register as investment companies, we would have to comply with a variety of substantive requirements under the Investment Company Act that impose, among other things:

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

Under the relevant provisions of Section 3(a)(1) of the Investment Company Act, an investment company is any issuer that:

- is or holds itself out as being engaged primarily, or proposes to engage primarily, in the business of investing, reinvesting or trading in securities (the "primarily engaged test"); or
- is engaged or proposes to engage in the business of investing, reinvesting, owning, holding or trading in securities and owns or proposes to acquire "investment securities" having a value exceeding 40% of the value of such issuer's total assets (exclusive of U.S. government securities and cash items) on an unconsolidated basis (the "40% test"). "Investment securities" excludes U.S. government securities and securities of majority-owned subsidiaries that are not themselves investment companies and are not relying on the exception from the definition of investment company under Section 3(c)(1) or Section 3(c)(7) (relating to private investment companies).

We believe that we will not be required to register as an investment company based on the following analysis. With respect to the 40% test, most of the entities through which we will own our assets will be majority-owned subsidiaries that will not themselves be investment companies and will not be relying on the exceptions from the definition of investment company under Section 3(c)(1) or Section 3(c)(7).

With respect to the primarily engaged test, we will be a holding company and do not intend to invest or trade in securities ourselves. Rather, through our majority-owned subsidiaries, we will be primarily engaged in the non-investment company businesses of these subsidiaries, namely the business of purchasing or otherwise acquiring real estate and real estate-related assets.

We will be able to rely on Section 3(c)(5)(C) of the Investment Company Act for an exception from the definition of an investment company. As reflected in no-action letters, the SEC staff's position on Section 3(c)(5)(C) generally requires that an issuer maintain at least 55% of its assets in "mortgages and other liens on and interests in real estate," or qualifying assets; at least 80% of its assets in qualifying assets plus real estate-related assets; and no more than 20% of the value of its assets in other than qualifying assets and real estate-related assets, which we refer to as miscellaneous assets. To constitute a qualifying asset under this 55% requirement, a real estate interest must meet various criteria based on no-action letters. We expect that each of our subsidiaries relying on Section 3(c)(5)(C) will invest at least 55% of its assets in qualifying assets, and approximately an additional 25% of its assets in other types of real estate-related assets. We expect to rely on guidance published by the SEC staff or on our analyses of guidance published with respect to types of assets to determine which assets are qualifying real estate assets and real estate-related assets.

To maintain compliance with the Investment Company Act, our subsidiaries may be unable to sell assets we would otherwise want them to sell and may need to sell assets we would otherwise wish them to retain. In addition, our subsidiaries may have to acquire additional assets that they might not otherwise have acquired or may have to forego opportunities to make investments that we

would otherwise want them to make and would be important to our investment strategy. Moreover, the SEC or its staff may issue interpretations with respect to various types of assets that are contrary to our views and current SEC staff interpretations are subject to change, which increases the risk of non-compliance and the risk that we may be forced to make adverse changes to our portfolio. In this regard, we note that in 2011 the SEC issued a concept release indicating that the SEC and its staff were reviewing interpretive issues relating to Section 3(c)(5)(C) and soliciting views on the application of Section 3(c)(5)(C) to companies engaged in the business of acquiring mortgages and mortgage-related instruments. If we were required to register as an investment company but failed to do so, we would be prohibited from engaging in our business and criminal and civil actions could be brought against us. In addition, our contracts would be unenforceable unless a court required enforcement and a court could appoint a receiver to take control of us and liquidate our business.

Our unitholders will have limited control over changes in our policies and operations, which increases the uncertainty and risks our unitholders face.

Our General Partner determines our major policies, including our policies regarding financing, growth, debt capitalization, tax qualification and distributions. Our General Partner may amend or revise these and other policies without a vote of the unitholders. Under Delaware law and our certificate of limited partnership, our unitholders have a right to vote only on limited matters. Our General Partner's broad discretion in setting policies and our unitholders' inability to exert control over those policies increases the uncertainty and risks our unitholders face.

Our unitholders may not be able to sell their Units under our redemption program and, if our unitholders are able to sell their Units under the program, they may not be able to recover the amount of their investment in our Units.

Our redemption program includes numerous restrictions that severely limit our unitholders' ability to sell their Units should they require liquidity and will limit our unitholders' ability to recover the value they invested in our Units. Our unitholders must hold their Units for at least one year in order to participate in our redemption program, except for Special Redemptions. We limit the number of Units redeemed pursuant to our redemption program as follows: during any calendar year, we may redeem no more than 5% of the weighted-average number of Units outstanding during the prior calendar year; however, we may increase or decrease the funding available for the redemption of Units upon 10 business days' notice to our unitholders. Further, we have no obligation to redeem Units if the redemption would violate the restrictions on distributions under Delaware law, which prohibits distributions that would cause a partnership to fail to meet statutory tests of solvency. These limits may prevent us from accommodating all redemption requests made in any year.

If and when we do have funds available for redemption, with respect to Ordinary Redemptions, for those Units held by the redeeming unitholder for at least one year, we expect to initially redeem Units submitted for redemption at 95.0% of the price paid to acquire the Units from us. Once we establish an estimated NAV per Unit of our Units, for those Units held by the redeeming unitholder for at least one year, we will redeem all Units submitted in connection with an Ordinary Redemption at 95.0% of our estimated NAV per Unit as of the applicable redemption date.

For purposes of determining whether a redeeming unitholder has held the Units submitted for redemption for at least one year, the time period begins as of the date the unitholder acquired the unit.

Our General Partner may amend, suspend or terminate our redemption program upon 10 business days' notice to our unitholders.

The offering price of our Units to be sold in the offering was not established on an independent basis and bears no relationship to the net value of our assets. The offering price is likely to be higher than the amount our unitholders would receive per Unit if we were to liquidate because of the upfront fees that we pay in connection with the issuance of our Units.

We set the offering price of our Units arbitrarily. The offering price of our Units bears no relationship to our book or asset values or to any other established criteria for valuing Units. Because the offering price is not based upon any independent valuation, the offering price is likely to be higher than the proceeds that our unitholders would receive upon liquidation or a resale of their Units if they were to be listed on an exchange or actively traded by broker-dealers, especially in light of the upfront fees that we pay in connection with the issuance of our Units.

We intend to use the gross offering price of Units in this offering (ignoring purchase price discounts for certain categories of purchasers), or $10.00 per unit, as the estimated per Unit value of our Units initially. We expect to calculate and disclose an estimated NAV per Unit by late 2020. Once we announce an estimated NAV per unit, we generally expect to update the estimated NAV per Unit at least once per calendar year.

Until we report an estimated NAV, the initial reported values will likely differ from the price that a unitholder would receive in the near term upon a resale of his or her Units or upon a liquidation of our company because (i) there is no public trading market for

the Units at this time; (ii) when based solely on the offering price, the offering price includes the payment of underwriting compensation and other directed selling efforts, which payments and efforts are likely to produce a higher sale price than could otherwise be obtained; (iii) the estimated value will not reflect, and will not be derived from, the fair market value of our assets, nor will it represent the amount of net proceeds that would result from an immediate liquidation of our assets; (iv) the estimated value will not take into account how market fluctuations affect the value of our investments; and (v) the estimated value will not take into account how developments related to individual assets may increase or decrease the value of our portfolio.

Even when determining the estimated value of our Units by estimating an NAV per unit, we will estimate the value of our Units based upon a number of assumptions that may not be accurate or complete. Accordingly, these estimates may not be an accurate reflection of the fair market value of our investments and will not likely represent the amount of net proceeds that would result from an immediate sale of our assets.

The actual value of Units that we repurchase under our redemption program may be substantially less than what we pay.

Under our redemption program, Units currently may be repurchased at varying prices depending on (i) the purchase price paid for the Units, (ii) whether the redemptions qualify as Special Redemptions, and (iii) whether we have reported an estimated NAV per unit. The current maximum price that may be paid under the program is $10.00 per unit, which is the offering price for our Units in the primary offering (ignoring purchase price discounts for certain categories of purchasers). Although this value will initially represent the most recent price at which investors will be willing to purchase Units in this primary offering, this value is likely to differ from the price at which a unitholder could resell his or her Units for the reasons discussed in the risk factor above. Thus, if we repurchase our Units based on the purchase price paid to acquire a share, the actual value of the respective Units that we repurchase is likely to be less and the repurchase is likely to be dilutive to our remaining unitholders.

Our investors' interest in us will be diluted if we issue additional Units, which could reduce the overall value of their investment.

Our Unitholders do not have preemptive rights to any Units we issue in the future. Our General Partner may increase the number of authorized Units of capital stock without unitholder approval. After our investors purchase Units in this offering, our General Partner may elect to (i) sell additional Units in this or in future offerings; (ii) issue Units to our advisor, or its successors or assigns, in payment of an outstanding fee obligation; (iii) issue Units to sellers of properties or assets we acquire; or (iv) otherwise issue additional Units. To the extent we issue additional equity interests after our investors purchase Units, whether in this or future primary offerings or otherwise, our investors' percentage ownership interest in us would be diluted. In addition, depending upon the terms and pricing of any additional issuances of Units, the use of the proceeds and the value of our real estate investments, our investors may also experience dilution in the book value and fair value of their Units and in the earnings and distributions per unit.

Payment of fees to Berkeley Street Advisor and its affiliates will reduce cash available for investment and distribution to unitholders and increases the risk that our unitholders will not be able to recover the amount of their investment in our Units.

Berkeley Street Advisor and its affiliates will perform services for us in connection with the selection and acquisition or origination of our real estate investments, the management and leasing of our real estate properties, the administration of our real estate-related investments and the disposition of our real estate investments. We will pay them substantial fees for these services, which will result in immediate dilution of the value of our unitholders' investment and will reduce the amount of cash available for investment or distribution to unitholders. Compensation to be paid to our advisor may be increased subject to any limitations in our charter, which would further dilute our unitholders' investment and reduce the amount of cash available for investment or distribution to unitholders. We estimate that we will use 90% of the gross proceeds in the offering to acquire real estate and real estate-related investments. We will use the remainder of the gross proceeds from the offering to pay Selling Commissions and Expenses and organization and other offering expenses.

We may also pay significant fees during our listing/liquidation stage. Therefore, these fees increase the risk that the amount available for distribution to Unitholders upon a liquidation of our portfolio would be less than the purchase price of the Units in this offering. These substantial fees and other payments also increase the risk that our unitholders will not be able to resell their Units at a profit, even if our Units are listed on a national securities exchange. For a discussion of our fee arrangement with Berkeley Street Advisor and its affiliates, see "Management Compensation."

If we are unable to obtain funding for future capital needs, cash distributions to our unitholders and the value of our investments could decline.

When tenants do not renew their leases or otherwise vacate their space, we will often need to expend substantial funds for improvements to the vacated space in order to attract replacement tenants. Even when tenants do renew their leases we may agree to make improvements to their space as part of our negotiations. If we need additional capital in the future to improve or maintain our properties or for any other reason, we may have to obtain funding from sources other than our cash flow from operations or proceeds from our distribution reinvestment plan, such as borrowings or future equity offerings. These sources of funding may not be available

on attractive terms or at all. If we cannot procure additional funding for capital improvements, our investments may generate lower cash flows or decline in value, or both, which would limit our ability to make distributions to our unitholders and could reduce the value of our unitholders' investment.

Our unitholders may be more likely to sustain a loss on their investment because our sponsor [and co-sponsor] do not have as strong an economic incentive to avoid losses as do sponsors who have made significant equity investments in their companies.

Our sponsor has not purchased Units. With this limited exposure, our investors may be at a greater risk of loss because our sponsor and co-sponsor do not have as much to lose from a decrease in the value of our Units as do those sponsors who make more significant equity investments in their companies.

General Risks Related to Investments in Real Estate

Economic, market and regulatory changes that impact the real estate market generally may decrease the value of our real estate properties and weaken our operating results.

The performance of the real estate properties we acquire will be subject to the risks typically associated with real estate, any of which could decrease the value of our real estate properties and could weaken our operating results, including:

- downturns in national, regional and local economic conditions;
- competition from other single-family residential properties, multifamily properties and office and industrial buildings;
- adverse local conditions, such as oversupply or reduction in demand for single-family residential properties, multifamily apartment Units and office and industrial buildings and changes in real estate zoning laws that may reduce the desirability of real estate in an area;
- vacancies, changes in market rental rates and the need to periodically repair, renovate and re-let space;
- changes in interest rates and the availability of permanent mortgage financing, which may render the sale of a property or loan difficult or unattractive;
- changes in tax (including real and personal property tax), real estate, environmental and zoning laws;
- natural disasters such as hurricanes, earthquakes and floods;
- acts of war or terrorism, including the consequences of terrorist attacks, such as those that occurred on September 11, 2001;
- the potential for uninsured or underinsured property losses;
- periods of high interest rates and tight money supply;
- failure of tenants to pay rent when due or otherwise perform their lease obligations;
- increases in HOA fees and insurance costs; and
- the short-term nature of most residential leases and the costs and potential delays in re-leasing.

Any of the above factors, or a combination thereof, could result in a decrease in our cash flow from operations and a decrease in the value of our real estate properties, which would have an adverse effect on our operations, on our ability to pay distributions to our unitholders and on the value of our unitholders' investment.

We may not be able to effectively manage our growth, and any failure to do so may have an adverse effect on our business and operating results.

Our future operating results may depend on our ability to effectively manage our growth which is dependent, in part, on our ability to:

- stabilize and manage an increasing number of properties and tenant relationships across a geographically dispersed portfolio while maintaining a high level of tenant satisfaction, and building and enhancing our brand;
- attract, integrate and retain new management and operations personnel; and
- continue to improve our operational and financial controls and reporting procedures and systems.

We can provide no assurance that we will be able to manage our properties or grow our business efficiently or effectively, or without incurring significant additional expenses. Any failure to do so may have an adverse effect on our business and operating results.

A significant portion of our costs and expenses are fixed and we may not be able to adapt our cost structure to offset declines in our revenue.

Many of the expenses associated with our business, such as real estate taxes, HOA fees, personal and property taxes, insurance, utilities, acquisition, renovation and maintenance costs, and other general corporate expenses are relatively inflexible and will not necessarily decrease with a reduction in revenue from our business. Some components of our fixed assets will depreciate more rapidly and require ongoing capital expenditures. Our expenses and ongoing capital expenditures are also affected by inflationary increases and certain of our cost increases may exceed the rate of inflation in any given period or market. By contrast, rental income is affected by many factors beyond our control, such as the availability of alternative rental housing and economic conditions in our markets. In addition, state and local regulations may require us to maintain properties that we own, even if the cost of maintenance is greater than the value of the property or any potential benefit from renting the property, or pass regulations that limit our ability to increase rental rates. As a result, we may not be able to fully offset rising costs and capital spending by increasing rental rates, which could have a material adverse effect on our results of operations and cash available for distribution.

Increasing property taxes, HOA fees and insurance costs may negatively affect our financial results.

It is anticipated that the cost of property taxes and insuring our properties will be a significant component of our expenses. Our properties will be subject to real and personal property taxes that may increase as tax rates change and as the real properties are assessed or reassessed by taxing authorities. As the owner of our properties, we are ultimately responsible for payment of the taxes to the applicable government authorities. If real property taxes increase, our expenses will increase. If we fail to pay any such taxes, the applicable taxing authority may place a lien on the real property and the real property may be subject to a tax sale.

In addition, our properties may be located within HOAs, making such properties subject to HOA rules and regulations. HOAs have the power to increase monthly charges and make assessments for capital improvements and common area repairs and maintenance. Property taxes, HOA fees, and insurance premiums are subject to significant increases, which can be outside of our control. If the costs associated with property taxes, HOA fees and assessments or insurance rise significantly and we are unable to increase rental rates due to rent control laws or other regulations to offset such increases, our results of operations would be negatively affected.

We may not be able to effectively control the timing and costs relating to the renovation and maintenance of our properties, which may adversely affect our operating results and ability to make distributions to our unitholders.

Nearly all of our properties will require some level of renovation either immediately upon their acquisition or in the future following expiration of a lease or otherwise. We may acquire properties that we plan to extensively renovate. We may also acquire properties that we expect to be in good condition only to discover unforeseen defects and problems that require extensive renovation and capital expenditures. [To the extent properties are leased to existing tenants, renovations may be postponed until the tenant vacates the premises, and we will pay the costs of renovating.][4] In addition, from time to time, we may perform ongoing maintenance or make ongoing capital improvements and replacements and perform significant renovations and repairs that tenant deposits and insurance may not cover. If our portfolio consists of geographically dispersed properties, our ability to adequately monitor or manage any such renovations or maintenance may be more limited or subject to greater inefficiencies than if our properties were more geographically concentrated.

Our properties will have infrastructure and appliances of varying ages and conditions. Consequently, we will routinely retain independent contractors and trade professionals to perform physical repair work and will be exposed to all of the risks inherent in property renovation and maintenance, including potential cost overruns, increases in labor and materials costs, delays by contractors in completing work, delays in the timing of receiving necessary work permits, certificates of occupancy and poor workmanship. If our assumptions regarding the costs or timing of renovation and maintenance across our properties prove to be materially inaccurate, our operating results and ability to make distributions to our unitholders may be adversely affected.

We face significant competition in the leasing market for quality tenants, which may limit our ability to lease our properties on favorable terms.

We will depend on rental income from single-family residential and multifamily property tenants for a significant portion, if not all, of our revenues. As a result, our success depends in large part upon our ability to attract and retain qualified tenants for our

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[4] NTD: Analyze timing of improvements in light of substantial improvement test under the QOZ Provisions.

properties. We face competition for tenants from other lessors of single-family residential properties, apartment buildings and condominium Units. Competing properties may be newer, better located and more attractive to tenants. Potential competitors may have lower rates of occupancy than we do or may have superior access to capital and other resources, which may result in competing owners more easily locating tenants and leasing available housing at lower rental rates than we might offer at our homes. Many of these competitors may successfully attract tenants with better incentives and amenities, which could adversely affect our ability to obtain quality tenants and lease our properties on favorable terms. Additionally, some competing housing options may qualify for government subsidies that may make such options more accessible and therefore more attractive than our properties. This competition may affect our ability to attract and retain tenants and may reduce the rental rates we are able to charge.

In addition, increases in unemployment levels and other adverse changes in economic conditions in our markets may adversely affect the creditworthiness of potential tenants, which may decrease the overall number of qualified tenants for our properties within such markets. We could also be adversely affected by overbuilding or high vacancy rates of homes in our markets, which could result in an excess supply of homes and reduce occupancy and rental rates. Development of apartment buildings and condominium Units in any of our target markets would increase the supply of housing and exacerbate competition for tenants.

In addition, improving economic conditions, along with the availability of low residential mortgage interest rates and government sponsored programs to promote home ownership, have made home ownership more accessible for potential renters who have strong credit. These factors may encourage potential renters to purchase residences rather than lease them, thereby causing a decline in the number and quality of potential tenants available to us.

No assurance can be given that we will be able to attract and retain suitable tenants. If we are unable to lease our single-family residential properties to suitable tenants, we would be adversely affected and the value of our Units could decline.

We intend to acquire properties from time to time consistent with our investment strategy even if the rental and housing markets are not as favorable as they have been in the recent past, which could adversely impact anticipated yields.

We intend to acquire properties from time to time consistent with our investment strategy, even if the rental and housing markets are not as favorable as they have been in the recent past. The following factors, among others, may cause acquisitions to be more expensive:

- improvements in the overall economy and employment levels;
- greater availability of consumer credit;
- improvements in the pricing and terms of mortgages;
- the emergence of increased competition for single-family residential properties from private investors and entities with similar investment objectives to ours; and
- tax or other government incentives that encourage homeownership.

We plan to acquire properties as long as we believe such properties offer an attractive total return opportunity. Accordingly, future acquisitions may have lower yield characteristics than present opportunities and, if such future acquisitions are funded through equity issuances, the yield and distributable cash per Unit will be reduced, and the value of our Units may decline.

Competition in identifying and acquiring our properties could adversely affect our ability to implement our business and growth strategies, which could materially and adversely affect us.

In acquiring our properties, we compete with a variety of institutional investors, including other funds, specialty finance companies, public and private funds, savings and loan associations, banks, mortgage bankers, insurance companies, institutional investors, investment banking firms, financial institutions, governmental bodies and other entities. We also compete with individual private home buyers and small scale investors. Certain of our competitors may be larger in certain of our target markets and may have greater financial or other resources than we do. Some competitors may have a lower cost of funds and access to funding sources that may not be available to us. As a result, there can be no assurance that we will be able to identify and finance investments that are consistent with our investment objectives or to achieve positive investment results, and our failure to accomplish any of the foregoing could have a material adverse effect on us and cause the value of our Units to decline.

Compliance with governmental laws, regulations and covenants that are applicable to our properties or that may be passed in the future, including permit, license and zoning requirements, may adversely affect our ability to make future acquisitions or renovations, result in significant costs or delays, and adversely affect our growth strategy.

Rental homes are subject to various covenants and local laws and regulatory requirements, including permitting, licensing and zoning requirements. Local regulations, including municipal or local ordinances, restrictions and restrictive covenants imposed by

community developers may restrict our use of our properties and may require us to obtain approval from local officials or community standards organizations at any time with respect to our properties, including prior to acquiring any of our properties or when undertaking renovations of any of our properties. Among other things, these restrictions may relate to fire and safety, seismic, asbestos-cleanup or hazardous material abatement requirements. Additionally, such local regulations may cause us to incur additional costs to renovate or maintain our properties in accordance with the particular rules and regulations. We cannot assure you that existing regulatory policies will not adversely affect us or the timing or cost of any future acquisitions or renovations, or that additional regulations will not be adopted that would increase such delays or result in additional costs. Our business and growth strategies may be materially and adversely affected by our ability to obtain permits, licenses and approvals. Our failure to obtain such permits, licenses and approvals could have a material adverse effect on us and cause the value of our Units to decline.

Tenant relief laws, including laws regulating evictions, rent control laws and other regulations that limit our ability to increase rental rates may negatively impact our rental income and profitability.

We may be involved from time to time in evicting tenants who are not paying their rent or who are otherwise in material violation of the terms of their lease. Eviction activities impose legal and managerial expenses that raise costs and expose us to potential negative publicity. The eviction process is typically subject to legal barriers, mandatory "cure" policies, our internal policies and procedures and other sources of expense and delay, each of which may delay our ability to gain possession and stabilize the property. Additionally, state and local landlord-tenant laws may impose legal duties to assist tenants in relocating to new housing, or restrict the landlord's ability to remove the tenant on a timely basis or to recover certain costs or charge tenants for damage tenants cause to the landlord's premises. Because such laws vary by state and locality, we must be familiar with and take all appropriate steps to comply with all applicable landlord-tenant laws, and need to incur supervisory and legal expenses to ensure such compliance. To the extent that we do not comply with state or local laws, we may be subjected to civil litigation filed by individuals, in class actions or actions by state or local law enforcement and our reputation and financial results may suffer. We may be required to pay our adversaries' litigation fees and expenses if judgment is entered against us in such litigation or if we settle such litigation.

Furthermore, state and local governmental agencies may introduce rent control laws or other regulations that limit our ability to increase rental rates, which may affect our rental income. Especially in times of recession and economic slowdown, rent control initiatives can acquire significant political support. If rent controls unexpectedly became applicable to certain of our properties, our revenue from and the value of such properties could be adversely affected.

We may become a target of legal demands, litigation (including class actions) and negative publicity by tenant and consumer rights organizations, which could directly limit and constrain our operations and may result in significant litigation expenses and reputational harm.

Numerous tenant rights and consumer rights organizations exist throughout the country and operate in our target markets, and we may attract attention from some of these organizations and become a target of legal demands, litigation and negative publicity. While we intend to conduct our business lawfully and in compliance with applicable landlord-tenant and consumer laws, such organizations might work in conjunction with trial and pro bono lawyers in one or multiple states to attempt to bring claims against us on a class action basis for damages or injunctive relief and to seek to publicize our activities in a negative light. We cannot anticipate what form such legal actions might take, or what remedies they may seek.

Additionally, such organizations may lobby local county and municipal attorneys or state attorneys general to pursue enforcement or litigation against us, may lobby state and local legislatures to pass new laws and regulations to constrain or limit our business operations, adversely impact our business or may generate negative publicity for our business and harm our reputation. If they are successful in any such endeavors, they could directly limit and constrain our operations and may impose on us significant litigation expenses, including settlements to avoid continued litigation or judgments for damages or injunctions.

Our evaluation of properties involves a number of assumptions that may prove inaccurate, which could result in us paying too much for properties we acquire and/or overvaluing our properties or our properties failing to perform as we expect.

We are authorized to follow a broad investment policy established by our General Partner and subject to implementation by our management and our advisor. Our General Partner periodically reviews and updates the investment policy and also reviews our portfolio of real estate and real estate-related assets. Our success depends on our ability to acquire properties that can be quickly renovated, repaired, upgraded and rented with minimal expense and maintained in quality condition. In determining whether a particular property meets our investment criteria, we make a number of assumptions, including, among other things, assumptions related to estimated time of possession and estimated renovation costs and time frames, annual operating costs, market rental rates and potential rent amounts, time from purchase to leasing and tenant default rates. These assumptions may prove inaccurate, particularly since the properties that we acquire may vary materially in terms of renovation, quality and type of construction, geographic location and hazards. As a result, we may pay too much for properties we acquire and/or overvalue our properties, or our properties may fail to

perform as anticipated. Adjustments to the assumptions we make in evaluating potential purchases may result in fewer properties qualifying under our investment criteria, including assumptions related to our ability to lease properties we have purchased.

We have in the past and may from time to time in the future acquire some of our properties through the auction process, which could subject us to significant risks that could adversely affect us.

We may from time to time in the future acquire some of our properties through the auction process, including auctions of homes that have been foreclosed upon by third party lenders. Such auctions may occur simultaneously in a number of markets, including monthly auctions on the same day of the month in certain markets. As a result, we may only be able to visually inspect properties from the street and will purchase these properties without a contingency period and in "as is" condition with the risk that unknown defects in the property may exist. Upon acquiring a new property, we may have to evict tenants who are in unlawful possession before we can secure possession and control of such property. The holdover occupants may be the former owners or tenants of a property, or they may be squatters or others who are illegally in possession. Securing control and possession from these occupants can be both costly and time-consuming or generate negative publicity for our business and harm our reputation.

Allegations of deficiencies in auction practices could result in claims challenging the validity of some auctions, potentially placing our claim of ownership to the properties at risk. Since we do not obtain title insurance policies for properties we acquire through the auction process until we place the property into a securitization facility in connection with a mortgage loan financing, such instances or such proceedings may result in a complete loss without compensation.

Title defects could lead to material losses on our investments in our properties.

Our title to a property may be challenged for a variety of reasons, and in such instances title insurance may not prove adequate. For example, while we do not lend to homeowners and accordingly do not foreclose on a home, our title to properties we acquire at foreclosure auctions may be subject to challenge based on allegations of defects in the foreclosure process undertaken by other parties. In addition, we may from time to time acquire a number of our properties on an "as is" basis, at auctions or otherwise. When acquiring properties on an "as is" basis, title commitments are often not available prior to purchase and title reports or title information may not reflect all senior liens, which may increase the possibility of acquiring single-family residential properties outside predetermined acquisition and price parameters, purchasing residences with title defects and deed restrictions, HOA restrictions on leasing, or purchasing the wrong residence without the benefit of title insurance prior to closing. Although we use various policies, procedures, and practices to assess the state of title prior to purchase and obtain title insurance once an acquired property is placed into a securitization facility in connection with a mortgage loan financing, there can be no assurance that these policies and procedures will be effective, which could lead to a material if not complete loss on our investment in such properties.

For properties we acquire at auction, we similarly do not obtain title insurance prior to purchase, and we are not able to perform the type of title review that is customary in acquisitions of real property. As a result, our knowledge of potential title issues will be limited, and no title insurance protection will be in place. This lack of title knowledge and insurance protection may result in third parties having claims against our title to such properties that may materially and adversely affect the values of the properties or call into question the validity of our title to such properties. Without title insurance, we are fully exposed to, and would have to defend ourselves against, such claims. Further, if any such claims are superior to our title to the property we acquired, we risk loss of the property purchased.

Increased scrutiny of title matters could lead to legal challenges with respect to the validity of the sale. In the absence of title insurance, the sale may be rescinded and we may be unable to recover our purchase price, resulting in a complete loss. Title insurance obtained subsequent to purchase offers little protection against discoverable defects because they are typically excluded from such policies. In addition, any title insurance on a property, even if acquired, may not cover all defects or the significant legal costs associated with obtaining clear title.

Any of these risks could adversely affect our operating results, cash flows, and ability to make distributions to our unitholders.

We are subject to certain risks associated with bulk portfolio acquisitions and dispositions.

We may acquire and dispose of properties in bulk. When we purchase properties in this manner, we often do not have the opportunity to conduct interior inspections or conduct more than cursory exterior inspections on a portion of the properties. Such inspection processes may fail to reveal major defects associated with such properties, which may cause the amount of time and cost required to renovate and/or maintain such properties to substantially exceed our estimates. Moreover, to the extent the management and leasing of such properties has not been consistent with our property management and leasing standards, we may be subject to a variety of risks, including risks relating to the condition of the properties, the credit quality and employment stability of the tenants and compliance with applicable laws, among others. In addition, financial and other information provided to us regarding such portfolios during our due diligence may be inaccurate and we may not discover such inaccuracies until it is too late to seek remedies

against such sellers. To the extent we pursue such remedies, we may not be able to successfully prevail against the seller in an action seeking damages for such inaccuracies. If we conclude that certain individual properties purchased in bulk portfolio sales do not fit our target investment criteria, we may decide to sell, rather than renovate and rent, such properties, which could take an extended period of time and may not result in a sale at an attractive price.

From time to time we may engage in bulk portfolio dispositions of properties consistent with our business and investment strategy. With respect to any such disposition, the purchaser may default on payment or otherwise breach the terms of the relevant purchase agreement, and it may be difficult for us to pursue remedies against such purchaser or retain or resume possession of the relevant properties. To the extent we pursue such remedies, we may not be able to successfully prevail against the purchaser.

Vacant properties could be difficult to lease, which could adversely affect our revenues.

The properties we acquire may often be vacant at the time of closing and we may not be successful in locating tenants to lease the individual properties that we acquire as quickly as we had expected or at all. Even if we are able to place tenants as quickly as we had expected, we may incur vacancies in the future and may not be able to re-lease those properties without longer-than-assumed delays, which may result in increased renovation and maintenance costs. In addition, the value of a vacant property could be substantially impaired. As a result, if vacancies continue for a longer period of time than we expect or indefinitely, we may suffer reduced revenues, which may have a material adverse effect on us.

We rely on information supplied by prospective tenants in managing our business.

We will make leasing decisions based on our review of rental applications completed by the prospective tenant. While we may seek to confirm or build on information provided in such rental applications through our own due diligence, including by conducting background checks, we rely on the information supplied to us by prospective tenants to make leasing decisions, and we cannot be certain that this information is accurate. These applications are submitted to us at the time we evaluate a prospective tenant and we do not require tenants to provide us with updated information during the terms of their leases, notwithstanding the fact that this information can, and frequently does, change over time. For example, increases in unemployment levels or adverse economic conditions in certain of our markets may adversely affect the creditworthiness of our tenants in such markets. Even though this information is not updated, we will use it to evaluate the characteristics of our portfolio over time. If tenant-supplied information is inaccurate or our tenants' creditworthiness declines over time, we may make poor or imperfect leasing decisions and our portfolio may contain more risk than we believe.

We depend on our tenants and their willingness to meet their lease obligations and renew their leases for substantially all of our revenues. Poor tenant selection and defaults and nonrenewals by our tenants may adversely affect our reputation, financial performance and ability to make distributions to our unitholders.

We will depend on rental income from tenants for substantially all of our revenues. As a result, our success depends in large part upon our ability to attract and retain qualified tenants for our properties. Our reputation, financial performance and ability to make distributions to our unitholders would be adversely affected if a significant number of our tenants fail to meet their lease obligations or fail to renew their leases. For example, tenants may default on rent payments, make unreasonable and repeated demands for service or improvements, make unsupported or unjustified complaints to regulatory or political authorities, use our properties for illegal purposes, damage or make unauthorized structural changes to our properties that are not covered by security deposits, refuse to leave the property upon termination of the lease, engage in domestic violence or similar disturbances, disturb nearby residents with noise, trash, odors or eyesores, fail to comply with HOA regulations, sublet to less desirable individuals in violation of our lease or permit unauthorized persons to live with them. Damage to our properties may delay re-leasing after eviction, necessitate expensive repairs or impair the rental income or value of the property resulting in a lower than expected rate of return. Increases in unemployment levels and other adverse changes in economic conditions in our markets could result in substantial tenant defaults. In the event of a tenant default or bankruptcy, we may experience delays in enforcing our rights as landlord at that property and will incur costs in protecting our investment and re-leasing the property.

Properties that have significant vacancies could be difficult to sell, which could diminish the return on these properties and adversely affect our ability to pay distributions to our unitholders.

A property may incur vacancies either by the expiration and non-renewal of tenant leases or the continued default of tenants under their leases. If vacancies continue for a long period of time, we may suffer reduced revenues resulting in less cash available for distribution to our unitholders. In addition, the resale value of the property could be diminished because the market value of the single-family residential properties, which we intend to target depends principally upon the value of the cash flow generated by the leases associated with that property. Such a reduction in the resale value of a property could also reduce the value of our unitholders' investment.

We may enter into long-term leases with tenants in certain properties, which may not result in fair market rental rates over time.

We may enter into long-term leases with tenants of certain of our properties, or include renewal options that specify a maximum rate increase. These leases would provide for rent to increase over time; however, if we do not accurately judge the potential for increases in market rental rates, we may set the terms of these long-term leases at levels such that, even after contractual rent increases, the rent under our long-term leases is less than then-current market rates. Further, we may have no ability to terminate those leases or to adjust the rent to then-prevailing market rates. As a result, our cash available for distribution could be lower than if we did not enter into long-term leases.

Certain property types that we may acquire may not have efficient alternative uses and we may have difficulty leasing them to new tenants and/or have to make significant capital expenditures to them to do so.

Certain property types, particularly industrial properties, can be difficult to lease to new tenants, should the current tenant terminate or choose not to renew its lease. These properties generally have received significant tenant-specific improvements and only very specific tenants may be able to use such improvements, making the properties very difficult to re-lease in their current condition. Additionally, an interested tenant may demand that, as a condition of executing a lease for the property, we finance and construct significant improvements so that the tenant could use the property. This expense may decrease cash available for distribution, as we likely would have to (i) pay for the improvements up-front or (ii) finance the improvements at potentially unattractive terms.

Any retail tenants we may have will face competition from numerous retail channels, and retail tenants may be disproportionately affected by current economic conditions. These events could reduce our profitability at any retail properties we acquire and affect our ability to pay distributions.

To the extent we acquire any commercial properties, retailers will face continued competition from discount or value retailers, factory outlet centers, wholesale clubs, mail order catalogues and operators, television shopping networks and shopping via the Internet. The retail industry is facing reductions in sales revenues and increased bankruptcies throughout the United States. Such conditions could adversely affect any retail tenants we may have and, consequently, our funds available for distribution.

To the extent we acquire retail properties, our revenue will be significantly impacted by the success and economic viability of our retail anchor tenants. Our reliance on a single tenant or significant tenants in certain buildings may decrease our ability to lease vacated space and adversely affect the returns on our unitholders' investment.

In the retail sector, a tenant occupying all or a large portion of the gross leasable area of a retail center, commonly referred to as an anchor tenant, may become insolvent, may suffer a downturn in business and default on or terminate its lease, or may decide not to renew its lease. Any of these events would result in a reduction or cessation in rental payments to us from that tenant and would adversely affect our financial condition. A lease termination by an anchor tenant could result in lease terminations or reductions in rent by other tenants whose leases may permit cancellation or rent reduction if an anchor tenant's lease is terminated. In such event, we may be unable to re-lease the vacated space. Similarly, the leases of some anchor tenants may permit those anchor tenants to transfer their leases to other retailers. The transfer to a new anchor tenant could cause customer traffic in the retail center to decrease and thereby reduce the income generated by that retail center. A lease transfer to a new anchor tenant could also allow other tenants, under the terms of their respective leases, to make reduced rental payments or to terminate their leases. In the event that we are unable to re-lease the vacated space to a new anchor tenant, we may incur additional expenses in order to renovate and subdivide the space to be able to re-lease the space to more than one tenant.

We depend on tenants for our revenue generated by our real estate properties and, accordingly, our revenue generated by our real estate properties and our ability to make distributions to our unitholders are partially dependent upon the success and economic viability of our tenants and our ability to retain and attract tenants. Non-renewals, terminations or lease defaults could reduce our net income and limit our ability to make distributions to our unitholders.

The success of our real estate properties materially depends upon the financial stability of the tenants leasing the properties we own. The inability of a significant number of tenants to meet their rental obligations could significantly lower our net income. A non-renewal after the expiration of a lease term, termination or default by a tenant on its lease payments to us would cause us to lose the revenue associated with such lease. In the event of a tenant default or bankruptcy, we may experience delays in enforcing our rights as landlord of a property and may incur substantial costs in protecting our investment and re-leasing the property. Tenants may have the right to terminate their leases upon the occurrence of certain customary events of default and, in other circumstances, may not renew their leases or, because of market conditions, may only be able to renew their leases on terms that are less favorable to us than the terms of their initial leases. If a tenant does not renew, terminates or defaults on a lease, we may be unable to lease the property for the rent previously received or sell the property without incurring a loss. Because the market value of a particular property generally depends upon the value of the cash flow generated by the leases associated with such property, we may incur a loss upon the sale of a property with significant vacant space. These events could cause us to reduce distributions to unitholders.

The bankruptcy or insolvency of our tenants or delays by our tenants in making rental payments could seriously harm our operating results and financial condition.

Any bankruptcy filings by or relating to any of our tenants could bar us from collecting pre-bankruptcy debts from that tenant, unless we receive an order permitting us to do so from the bankruptcy court. A tenant bankruptcy could delay our efforts to collect past due balances under the relevant leases, and could ultimately preclude full collection of these sums. If a lease is rejected by a tenant in bankruptcy, we would have only a general unsecured claim for damages. Any unsecured claim we hold against a bankrupt entity may be paid only to the extent that funds are available and only in the same percentage as is paid to all other holders of unsecured claims. We may recover substantially less than the full value of any unsecured claims, which would harm our financial condition.

Our inability to sell a property at the time and on the terms we want could limit our ability to pay distributions to our unitholders.

Many factors that are beyond our control affect the real estate market and could affect our ability to sell properties for the price, on the terms or within the time frame that we desire. These factors include general economic conditions, the availability of financing, interest rates and other factors, including supply and demand. Because real estate investments are relatively illiquid, we have a limited ability to vary our portfolio in response to changes in economic or other conditions. Further, before we can sell a property on the terms we want, it may be necessary to expend funds to correct defects or to make improvements. However, we can give no assurance that we will have the funds available to correct such defects or to make such improvements. We may be unable to sell our properties at a profit. Our inability to sell properties at the time and on the terms we want could reduce our cash flow, limit our ability to make distributions to our unitholders and reduce the value of our unitholders' investment.

If we sell a property by providing financing to the purchaser, we will bear the risk of default by the purchaser, which could delay or reduce cash available for distribution to our unitholders.

If we decide to sell any of our properties, we intend to use our best efforts to sell them for cash; however, in some instances, we may sell our properties by providing financing to purchasers. When we provide financing to a purchaser, we will bear the risk that the purchaser may default, which could reduce our cash distributions to our unitholders. Even in the absence of a purchaser default, the distribution of the proceeds of the sale to our unitholders, or the reinvestment of the proceeds in other assets, will be delayed until the promissory note or other property we may accept upon a sale is actually paid, sold, refinanced or otherwise disposed.

Actions of our potential future joint venture partners could reduce the returns on joint venture investments and decrease our unitholders' overall return.

We may enter into joint ventures with third parties or our affiliates to acquire assets. We may also purchase and develop properties in joint ventures or in partnerships, co-tenancies or other co-ownership arrangements. Such investments may involve risks not otherwise present with other methods of investment, including, for example, the following risks:

- that our co-venturer, co-tenant or partner in an investment could become insolvent or bankrupt;
- that such co-venturer, co-tenant or partner may at any time have economic or business interests or goals that are or that become inconsistent with our business interests or goals;
- that such co-venturer, co-tenant or partner may be in a position to take action contrary to our instructions or requests or contrary to our policies or objectives; or
- that disputes between us and our co-venturer, co-tenant or partner may result in litigation or arbitration that would increase our expenses and prevent our officers from focusing their time and effort on our operations.

Any of the above might subject a property to liabilities in excess of those contemplated and thus reduce our returns on that investment and the value of our unitholders' investment in us. In addition, see the risks discussed under the heading "Our advisor and its affiliates will face conflicts of interest relating to joint ventures that we may form with affiliates of our advisor, which conflicts could result in a disproportionate benefit to other venture partners at our expense" with respect to joint ventures with affiliates.

Costs imposed pursuant to laws and governmental regulations may reduce our net income and our cash available for distribution to our unitholders.

Real property and the operations conducted on real property are subject to federal, state and local laws and regulations relating to protection of the environment and human health. We could be subject to liability in the form of fines, penalties or damages for noncompliance with these laws and regulations. These laws and regulations generally govern wastewater discharges, air emissions, the operation and removal of underground and above-ground storage tanks, the use, storage, treatment, transportation and disposal of

solid and hazardous materials, the remediation of contamination associated with the release or disposal of solid and hazardous materials, the presence of toxic building materials and other health and safety-related concerns.

Some of these laws and regulations may impose joint and several liability on the tenants, owners or operators of real property for the costs to investigate or remediate contaminated properties, regardless of fault, whether the contamination occurred prior to purchase, or whether the acts causing the contamination were legal. Activities of our tenants, the condition of properties at the time we buy them, operations in the vicinity of our properties, such as the presence of underground storage tanks, or activities of unrelated third parties may affect our properties.

The presence of hazardous substances, or the failure to properly manage or remediate these substances, may hinder our ability to sell, rent or pledge such property as collateral for future borrowings. Any material expenditures, fines, penalties or damages we must pay will reduce our ability to pay distributions to our unitholders and may reduce the value of our unitholders' investment.

The costs of defending against claims of environmental liability, of complying with environmental regulatory requirements, of remediating any contaminated property or of paying personal injury or other damage claims could reduce our cash available for distribution to our unitholders.

Under various federal, state and local environmental laws, ordinances and regulations, a current or previous real property owner or operator may be liable for the cost of removing or remediating hazardous or toxic substances on, under or in such property. These costs could be substantial. 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 liens on property or restrictions on the manner in which property may be used or businesses may be operated, and these restrictions may require substantial expenditures or prevent us from entering into leases with prospective tenants that may be impacted by such laws. Environmental laws provide for sanctions for noncompliance and may be enforced by governmental agencies or, in certain circumstances, by private parties. Certain environmental laws and common law principles could be used to impose liability for the release of and exposure to hazardous substances, including asbestos-containing materials and lead-based paint. Third parties may seek recovery from real property owners or operators for personal injury or property damage associated with exposure to released hazardous substances and governments may seek recovery for natural resource damage. The costs of defending against claims of environmental liability, of complying with environmental regulatory requirements, of remediating any contaminated property, or of paying personal injury, property damage or natural resource damage claims could reduce our cash available for distribution to our unitholders.

Our multifamily and commercial real estate acquisitions will be subject to Phase I environmental assessments prior to the time they are acquired; however, such assessments may not provide complete environmental histories due, for example, to limited available information about prior operations at the properties or other gaps in information at the time we acquire the property. A Phase I environmental assessment is an initial environmental investigation to identify potential environmental liabilities associated with the current and past uses of a given property. If any of our properties were found to contain hazardous or toxic substances after our acquisition, the value of our investment could decrease below the amount paid for such investment. In addition, real estate-related investments in which we invest may be secured by properties with recognized environmental conditions. Where we are secured creditors, we will attempt to acquire contractual agreements, including environmental indemnities, that protect us from losses arising out of environmental problems in the event the property is transferred by foreclosure or bankruptcy; however, no assurances can be given that such indemnities would fully protect us from responsibility for costs associated with addressing any environmental problems related to such properties.

Costs associated with complying with the Americans with Disabilities Act may decrease our cash available for distribution.

Some of our properties may be subject to the Americans with Disabilities Act of 1990, as amended, or the Disabilities Act. Under the Disabilities Act, all places of public accommodation are required to comply with federal requirements related to access and use by disabled persons. The Disabilities Act has separate compliance requirements for "public accommodations" and "commercial facilities" that generally require that buildings and services be made accessible and available to people with disabilities. The Disabilities Act's requirements could require removal of access barriers and could result in the imposition of injunctive relief, monetary penalties or, in some cases, an award of damages. Any funds used for Disabilities Act compliance will reduce our net income and the amount of cash available for distribution to our unitholders.

Uninsured losses relating to real property or excessively expensive premiums for insurance coverage could reduce our cash flow from operations and the return on our unitholders' investment.

There are types of losses, generally catastrophic in nature, such as losses due to wars, acts of terrorism, earthquakes, floods, hurricanes, pollution or environmental matters, that are uninsurable or not economically insurable, or may be insured subject to limitations, such as large deductibles or co-payments. Insurance risks associated with potential acts of terrorism could sharply increase the premiums we pay for coverage against property and casualty claims. Additionally, mortgage lenders in some cases have begun to

insist that commercial property owners purchase coverage against terrorism as a condition to providing mortgage loans. Such insurance policies may not be available at reasonable costs, if at all, which could inhibit our ability to finance or refinance our properties. In such instances, we may be required to provide other financial support, either through financial assurances or self-insurance, to cover potential losses. We may not have adequate coverage for such losses. If any of our properties incurs a casualty loss that is not fully insured, the value of our assets will be reduced by any such uninsured loss, which will reduce the value of our unitholders' investment. In addition, other than any working capital reserve or other reserves we may establish, we have no source of funding to repair or reconstruct any uninsured property. Also, to the extent we must pay unexpectedly large amounts for insurance, we could suffer reduced earnings that would result in lower distributions to our unitholders.

We are highly dependent on information systems and systems failures could significantly disrupt our business, which may, in turn, negatively affect us and the value of our Units.

Our operations are dependent upon our tenant portal and property management platforms, which include certain automated processes that require access to telecommunications or the internet, each of which is subject to system security risks. Certain critical components of our platform are dependent upon third party service providers and a significant portion of our business operations are conducted over the internet. As a result, we could be severely impacted by a catastrophic occurrence, such as a natural disaster or a terrorist attack, or a circumstance that disrupted access to telecommunications, the internet or operations at our third party service providers, including viruses or experienced computer programmers that could penetrate network security defenses and cause system failures and disruptions of operations. Even though we believe we utilize appropriate duplication and back-up procedures, a significant outage in telecommunications, the internet or at our third party service providers could negatively impact our operations.

Security breaches and other disruptions could compromise our information systems and expose us to liability, which would cause our business and reputation to suffer.

Information security risks have generally increased in recent years due to the rise in new technologies and the increased sophistication and activities of perpetrators of cyberattacks. In the ordinary course of our business we acquire and store sensitive data, including intellectual property, our proprietary business information and personally identifiable information of our prospective and current tenants, employees and third party service providers. The secure processing and maintenance of such information is critical to our operations and business strategy. Despite our security measures, our information technology and infrastructure may be vulnerable to attacks by hackers or breached due to employee error, malfeasance or other disruptions. Any such breach could compromise our networks and the information stored therein could be accessed, publicly disclosed, misused, lost or stolen. Any such access, disclosure or other loss of information could result in legal claims or proceedings, liability under laws that protect the privacy of personal information, regulatory penalties, disruption to our operations and the services we provide to customers or damage our reputation, any of which could adversely affect our results of operations, reputation and competitive position.

We are subject to risks from natural disasters such as earthquakes and severe weather.

Natural disasters and severe weather such as earthquakes, tornadoes, hurricanes or floods may result in significant damage to our properties. The extent of our casualty losses and loss in operating income in connection with such events is a function of the severity of the event and the total amount of exposure in the affected area. When we have geographic concentration of exposures, a single catastrophe (such as an earthquake) or destructive weather event (such as a hurricane) affecting a region may have a significant negative effect on our financial condition and results of operations. As a result, our operating and financial results may vary significantly from one period to the next. Our financial results may be adversely affected by our exposure to losses arising from natural disasters or severe weather.

Eminent domain could lead to material losses on our investments in our properties.

Governmental authorities may exercise eminent domain to acquire the land on which our properties are built in order to build roads and other infrastructure. Any such exercise of eminent domain would allow us to recover only the fair value of the affected properties. In addition, "fair value" could be substantially less than the real market value of the property for a number of years, and we could effectively have no profit potential from properties acquired by the government through eminent domain.

We may have difficulty selling our real estate investments and our ability to distribute all or a portion of the net proceeds from any such sale to our unitholders may be limited.

Real estate investments are relatively illiquid and, as a result, we may have a limited ability to sell our properties. When we sell any of our properties, we may recognize a loss on such sale. We may elect not to distribute any proceeds from the sale of properties to our unitholders. Instead, we may use such proceeds for other purposes, including:

- purchasing additional properties;

- repaying debt or buying back Units;
- creating working capital reserves; or
- making repairs, maintenance or other capital improvements or expenditures to our remaining properties.

Our operating results may be negatively affected by potential development and construction delays and result in increased costs and risks, which could diminish the return on your investment.

We may use some or all of the offering proceeds available to us to acquire, develop and/or redevelop properties upon which we will develop single-family residential, multifamily, commercial, industrial, mixed use, or resort properties. We will be subject to risks relating to uncertainties associated with rezoning for development and environmental concerns of governmental entities and/or community groups and our developer's ability to control construction costs or to build in conformity with plans, specifications and timetables. The developer's failure to perform may necessitate legal action by us to rescind the purchase or the construction contract or to compel performance. Performance may also be affected or delayed by conditions beyond the developer's control. Delays in completion of a property also could give residents the right to terminate preconstruction leases at a newly developed project. We may incur additional risks when we make periodic progress payments or other advances to such developers prior to completion of construction. These and other such factors can result in increased costs of a project or loss of our investment. In addition, we will be subject to normal lease up risks relating to newly constructed projects. Furthermore, we must rely upon projections of rental income and expenses and estimates of the fair market value of property upon completion of construction when agreeing upon a price to be paid for the property at the time of acquisition of the property. If our projections are inaccurate, we may pay too much for a property, and the return on our investment could suffer.

In addition, we may invest in unimproved real property (which we define as property not acquired for the purpose of producing rental or other operating income, has no development or construction in process at the time of acquisition and no development or construction is planned to commence within one year of the acquisition) or mortgage loans on unimproved property. Returns from development of unimproved properties are also subject to risks and uncertainties associated with rezoning the land for development and environmental concerns of governmental entities and/or community groups. Although our intention is to limit any investment in unimproved property to property we intend to develop, your investment nevertheless is subject to the risks associated with investments in unimproved real property.

Risks Related to Real Estate-Related Investments

Our real estate-related investments, to the extent we make any, will be subject to the risks typically associated with real estate.

Any real estate-related investments we make generally will be directly or indirectly secured by a lien on real property (or the equity interests in an entity that owns real property) that, upon the occurrence of a default on the loan, could result in our taking ownership of the property. The values of these properties may change after the dates of acquisition or origination of the loans. If the values of the underlying properties drop, our risk will increase because of the lower value of the security associated with such loans. In this manner, real estate values could impact the values of our loan investments. Any investments we make in residential and commercial mortgage-backed securities and other real estate-related investments may be similarly affected by real estate property values. Therefore, our real estate-related investments will be subject to the risks typically associated with real estate, which are described above under the heading "—General Risks Related to Investments in Real Estate."

Any real estate-related investments we make will be subject to interest rate fluctuations that will affect our returns as compared to market interest rates; accordingly, the value of our unitholders' investment in us would be subject to fluctuations in interest rates.

With respect to any fixed rate, long-term loans receivable we acquire or originate, if interest rates rise, the loans could yield a return that is lower than then-current market rates. If interest rates decrease, we will be adversely affected to the extent that loans are prepaid because we may not be able to reinvest the proceeds at as high of an interest rate. If we invest in variable-rate loans receivable and interest rates decrease, our revenues will also decrease. For these reasons, any real estate-related loans we acquire or originate and the value of our unitholders' investment in us will be subject to fluctuations in interest rates.

Any mortgage loans we acquire or originate and the mortgage loans underlying any mortgage securities we may invest in are subject to delinquency, foreclosure and loss, which could result in losses to us.

Commercial real estate loans generally are secured by commercial real estate properties and are subject to risks of delinquency and foreclosure. The ability of a borrower to repay a loan secured by an income-producing property typically is dependent primarily upon the successful operation of such property rather than upon the existence of independent income or assets of the borrower. If the net operating income of the property is reduced, the borrower's ability to repay the loan may be impaired. Net

operating income of an income-producing property can be affected by, among other things: tenant mix, success of tenant businesses, occupancy rates, property management decisions, property location and condition, competition from comparable types of properties, changes in laws that increase operating expenses or limit rents that may be charged, any need to address environmental contamination at the property, the occurrence of any uninsured casualty at the property, changes in national, regional or local economic conditions and/or specific industry segments, declines in regional or local real estate values, declines in regional or local rental or occupancy rates, increases in interest rates, real estate tax rates and other operating expenses, changes in governmental rules, fiscal policies and regulations (including environmental legislation), natural disasters, terrorism, social unrest and civil disturbances.

In the event of any default under any mortgage loan held by us, we will bear a risk of loss of principal and accrued interest to the extent of any deficiency between the value of the collateral and the principal and accrued interest of the mortgage loan, which could have a material adverse effect on our cash flow from operations. Foreclosure on a property securing a mortgage loan can be an expensive and lengthy process that could have a substantial negative effect on our anticipated return on the foreclosed investment. In the event of the bankruptcy of a mortgage loan borrower, the mortgage loan to such borrower will be deemed to be secured only to the extent of the value of the underlying collateral at the time of bankruptcy (as determined by the bankruptcy court), and the lien securing the mortgage loan will be subject to the avoidance powers of the bankruptcy trustee or debtor-in-possession to the extent the lien is unenforceable under state law.

Delays in liquidating defaulted mortgage loans could reduce our investment returns.

If there are defaults under any mortgage loan we acquire or originate, we may not be able to repossess and sell the underlying properties quickly. The resulting time delay could reduce the value of our investment in the defaulted mortgage loans. An action to foreclose on a property securing a mortgage loan is regulated by state statutes and regulations and is subject to many of the delays and expenses of other lawsuits if the borrower raises defenses or counterclaims. In the event of default by a borrower, these restrictions, among other factors, may impede our ability to foreclose on or sell the mortgaged property or to obtain proceeds sufficient to repay all amounts due to us on the mortgage loan.

The mezzanine loans that we may acquire or originate would involve greater risks of loss than senior loans secured by the same properties.

We may acquire or originate mezzanine loans that take the form of subordinated loans secured by a pledge of the ownership interests of the entity owning (directly or indirectly) the real property. These types of investments may involve a higher degree of risk than long-term senior mortgage lending secured by income-producing real property because the investment may become unsecured as a result of foreclosure by the senior lender. In the event of a bankruptcy of the entity providing the pledge of its ownership interests as security, we may not have full recourse to the assets of such entity, or the assets of the entity may not be sufficient to satisfy our mezzanine loan. If a borrower defaults on our mezzanine loan or debt senior to our loan, or in the event of a borrower bankruptcy, our mezzanine loan will be satisfied only after the senior debt. As a result, we may not recover some or all of our investment. In addition, mezzanine loans may have higher loan-to-value ratios than conventional mortgage loans, resulting in less equity in the real property and increasing the risk of loss of principal.

Bridge loans may involve a greater risk of loss than conventional mortgage loans.

We may provide bridge loans secured by first-lien mortgages on properties to borrowers who are typically seeking short-term capital to be used in an acquisition, development or refinancing of real estate. The borrower may have identified an undervalued asset that has been undermanaged or is located in a recovering market. If the market in which the asset is located fails to recover according to the borrower's projections, or if the borrower fails to improve the quality of the asset's management or the value of the asset, the borrower may not receive a sufficient return on the asset to repay the bridge loan, and we may not recover some or all of our investment.

In addition, owners usually borrow funds under a conventional mortgage loan to repay a bridge loan. Therefore, we may be dependent on a borrower's ability to obtain permanent financing to repay our bridge loan, which could depend on market conditions and other factors. Bridge loans are also subject to risks of borrower defaults, bankruptcies, fraud, losses and special hazard losses that are not covered by standard hazard insurance. In the event of any default under bridge loans held by us, we bear the risk of loss of principal and nonpayment of interest and fees to the extent of any deficiency between the value of the mortgage collateral and the principal amount of the bridge loan. To the extent we suffer such losses with respect to our investments in bridge loans, the value of our company and of our Units may be adversely affected.

Investment in non-conforming and non-investment grade loans may involve increased risk of loss.

Loans we may acquire or originate may not conform to conventional loan criteria applied by traditional lenders and may not be rated or may be rated as non-investment grade. Non-investment grade ratings for these loans typically result from the overall leverage of the loans, the lack of a strong operating history for the properties underlying the loans, the borrowers' credit history, the

properties' underlying cash flow or other factors. As a result, any non-conforming or non-investment grade loans we acquire or originate may have a higher risk of default and loss than conventional loans. Any loss we incur may reduce distributions to unitholders and adversely affect the value of our Units.

Subordinated loans and subordinated mortgage-backed securities may be subject to losses.

We may acquire or originate subordinated loans and invest in subordinated mortgage-backed securities. In the event a borrower defaults on a subordinated loan and lacks sufficient assets to repay our loan, we may suffer a loss of principal or interest. In the event a borrower declares bankruptcy, we may not have full recourse to the assets of the borrower, or the assets of the borrower may not be sufficient to repay the loan. If a borrower defaults on our loan or on debt senior to our loan, or in the event of a borrower bankruptcy, our loan will be repaid only after the senior debt is paid in full. Where debt senior to our loan exists, the presence of intercreditor arrangements may limit our ability to amend our loan documents, assign our loans, accept prepayments, exercise our remedies (through "standstill periods") and control decisions made in bankruptcy proceedings relating to borrowers.

In general, losses on a mortgage loan included in a securitization will be borne first by the owner of the property securing the loan, then by a cash reserve fund or letter of credit, if any, and then by the "first loss" subordinated security holder. In the event of default and the exhaustion of any equity support, reserve fund, letter of credit and any classes of securities junior to those in which we invest, we may not be able to recover all of our investment in securities we purchase. In addition, if the underlying mortgage portfolio has been overvalued by the originator, or if the values subsequently decline and, as a result, less collateral is available to satisfy interest and principal payments due on the related mortgage-backed securities, securities in which we invest may effectively become the "first loss" position behind the more senior securities, which may result in significant losses to us.

Risks of cost overruns and non-completion of the construction or renovation of the properties underlying loans we make or acquire may materially adversely affect our investments.

The renovation, refurbishment or expansion by a borrower under a mortgaged or leveraged property involves risks of cost overruns and non-completion. Costs of construction or improvements to bring a property up to standards established for the market position intended for that property may exceed original estimates, possibly making a project uneconomical. Other risks may include environmental risks and the possibility of construction, rehabilitation and subsequent leasing of the property not being completed on schedule. If such construction or renovation is not completed in a timely manner, or if it costs more than expected, the borrower may experience a prolonged impairment of net operating income and may not be able to make payments on our investment, and we may not recover some or all of our investment.

To close loan transactions within a time frame that meets the needs of borrowers of loans we may originate, we may perform underwriting analyses in a very short period of time, which may result in credit decisions based on limited information.

We may gain a competitive advantage by, from time to time, being able to analyze and close loan transactions within a very short period of time. Our underwriting guidelines require a thorough analysis of many factors, including the underlying property's financial performance and condition, geographic market assessment, experience and financial strength of the borrower and future prospects of the property within the market. If we make the decision to extend credit to a borrower prior to the completion of one or more of these analyses, we may fail to identify certain credit risks that we would otherwise have identified.

The commercial mortgage-backed securities in which we may invest are subject to all of the risks of the underlying mortgage loans and the risks of the securitization process.

Commercial mortgage-backed securities, or CMBS, are securities that evidence interests in, or are secured by, a single commercial mortgage loan or a pool of commercial mortgage loans. Accordingly, these securities are subject to all of the risks of the underlying mortgage loans. The value of CMBS may be adversely affected when payments on underlying mortgages do not occur as anticipated, resulting in the extension of the security's effective maturity and the related increase in interest rate sensitivity of a longer-term instrument. The value of CMBS may also change due to shifts in the market's perception of issuers and regulatory or tax changes adversely affecting the mortgage securities market as a whole. In addition, CMBS are subject to the credit risk associated with the performance of the underlying mortgage properties. In certain instances, third-party guarantees or other forms of credit support can reduce the credit risk.

CMBS are also subject to several risks created through the securitization process. Subordinate CMBS are paid interest only to the extent that there are funds available to make payments after paying the senior class. To the extent that we invest in a subordinate class, we will be paid interest only to the extent that there are funds available after paying the senior class. To the extent the collateral pool includes delinquent loans, there is a risk that interest payments on subordinate CMBS will not be fully paid. Subordinate CMBS are also subject to greater credit risk than senior CMBS that are more highly rated. Further, the ratings assigned to any particular class of CMBS may prove to be inaccurate. Thus, any particular class of CMBS may be riskier and more volatile than the rating may suggest, which may cause the returns on any CMBS investment to be less than anticipated.

We will not have the right to foreclose on commercial mortgage loans underlying CMBS in which we invest since we will not directly own such underlying loans. Accordingly, we must rely on third parties to initiate and execute any foreclosure proceedings upon a default of such mortgage loans.

To the extent that we make investments in real estate-related securities and loans, a portion of those investments may be illiquid and we may not be able to adjust our portfolio in response to changes in economic and other conditions.

Certain of the real estate-related securities that we may purchase in connection with privately negotiated transactions will not be registered under the relevant securities laws, resulting in a prohibition against their transfer, sale, pledge or other disposition except in a transaction that is exempt from the registration requirements of, or is otherwise in accordance with, those laws. The mezzanine and bridge loans we may purchase or originate will be particularly illiquid investments due to their short life, their unsuitability for securitization and the greater difficulty of recoupment in the event of a borrower's default. This illiquidity may limit our ability to vary our portfolio in response to changes in economic and other conditions, which could increase the likelihood that the value of our unitholders' investment will decrease as a result of such changes in economic and other conditions.

Delays in restructuring or liquidating non-performing real estate securities could reduce the return on our unitholders' investment.

Real estate securities may become non-performing after acquisition for a wide variety of reasons. Such non-performing real estate investments may require a substantial amount of workout negotiations and/or restructuring, which may entail, among other things, a substantial reduction in the interest rate and a substantial write-down of such loan or asset. However, even if a restructuring is successfully accomplished, upon maturity of such real estate security, replacement "takeout" financing may not be available. We may find it necessary or desirable to foreclose on some of the collateral securing one or more of our investments. Intercreditor provisions may substantially interfere with our ability to do so. Even if foreclosure is an option, the foreclosure process can be lengthy and expensive. Borrowers often resist foreclosure actions by asserting numerous claims, counterclaims and defenses including, without limitation, lender liability claims and defenses, in an effort to prolong the foreclosure action. In some states, foreclosure actions can take up to several years or more to litigate. At any time during the foreclosure proceedings, the borrower may file for bankruptcy, which would have the effect of staying the foreclosure action and further delaying the foreclosure process. Foreclosure litigation tends to create a negative public image of the collateral property and may result in disrupting ongoing leasing and management of the property. Foreclosure actions by senior lenders may substantially affect the amount that we may earn or recover from an investment.

We will depend on borrowers for the revenue generated by our real estate-related investments and, accordingly, our revenue and our ability to make distributions to our unitholders will be dependent upon the success and economic viability of such borrowers.

The success of any real estate-related investments we acquire or originate will materially depend on the financial stability of the borrowers under such investments. The inability of a single major borrower or a number of smaller borrowers to meet their payment obligations could result in reduced revenue or losses for us. In the event of a borrower default or bankruptcy, we may experience delays in enforcing our rights as a creditor, and such rights may be subordinated to the rights of other creditors. These events could negatively affect the cash available for distribution to our unitholders and the value of their investment in us.

Our dependence on the management of other entities in which we invest may adversely affect our business.

We will not control the management, investment decisions or operations of the companies in which we may invest. Management of those enterprises may decide to change the nature of their assets, or management may otherwise change in a manner that is not satisfactory to us. We will have no ability to affect these management decisions and we may have only limited ability to dispose of our investments.

Prepayments can adversely affect the yields on our real estate-related investments.

The yields on any real estate-related investments we acquire or originate may be affected by the rate of prepayments differing from our projections. Prepayments on real estate-related investments, where permitted under the applicable documents, are influenced by changes in current interest rates and a variety of economic, geographic and other factors beyond our control, and consequently, such prepayment rates cannot be predicted with certainty. If we are unable to invest the proceeds of any prepayments we receive in assets with at least an equivalent yield, the yield on our portfolio will decline. In addition, we may acquire real estate-related investments at a discount or premium and if the investment is not repaid when expected, our anticipated yield may be impacted. Under certain interest rate and prepayment scenarios we may fail to recoup fully our cost of acquisition of certain investments.

If credit spreads widen before we obtain long-term financing for our investments, the value of our investments may suffer.

We will price our investments based on our assumptions about future credit spreads for financing of those investments. We may obtain longer-term financing for our investments using structured financing techniques in the future. In such financings, interest rates are typically set at a spread over a certain benchmark, such as the yield on United States Treasury obligations, swaps, or LIBOR.

If the spread that borrowers will pay over the benchmark widens and the rates we charge on our investments to be securitized are not increased accordingly our income may be reduced or we may suffer losses.

Hedging against interest rate exposure may adversely affect our earnings, limit our gains or result in losses, which could adversely affect cash available for distribution to our unitholders.

We may enter into interest rate swap agreements or pursue other interest rate hedging strategies. Our hedging activity will vary in scope based on the level of interest rates, the type of investments we hold, and other changing market conditions. Interest rate hedging may fail to protect or could adversely affect us because, among other things:

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

Any hedging activity we engage in may adversely affect our earnings, which could adversely affect cash available for distribution to our unitholders. Therefore, while we may enter into such transactions to seek to reduce interest rate risks, unanticipated changes in interest rates may result in poorer overall investment performance than if we had not engaged in any such hedging transactions. In addition, the degree of correlation between price movements of the instruments used in a hedging strategy and price movements in the investments being hedged or liabilities being hedged may vary materially. Moreover, for a variety of reasons, we may not seek to establish a perfect correlation between such hedging instruments and the interest rate risk sought to be hedged. Any such imperfect correlation may prevent us from achieving the intended accounting treatment and may expose us to risk of loss.

We will assume the credit risk of our counterparties with respect to derivative transactions.

We may enter into derivative contracts for risk management purposes to hedge our exposure to cash flow variability caused by changing interest rates on our future variable rate real estate loans receivable and variable rate notes payable. These derivative contracts generally are entered into with bank counterparties and are not traded on an organized exchange or guaranteed by a central clearing organization. We would therefore assume the credit risk that our counterparties will fail to make periodic payments when due under these contracts or become insolvent. If a counterparty fails to make a required payment, becomes the subject of a bankruptcy case, or otherwise defaults under the applicable contract, we would have the right to terminate all outstanding derivative transactions with that counterparty and settle them based on their net market value or replacement cost. In such an event, we may be required to make a termination payment to the counterparty, or we may have the right to collect a termination payment from such counterparty. We assume the credit risk that the counterparty will not be able to make any termination payment owing to us. We may not receive any collateral from a counterparty, or we may receive collateral that is insufficient to satisfy the counterparty's obligation to make a termination payment. If a counterparty is the subject of a bankruptcy case, we will be an unsecured creditor in such case unless the counterparty has pledged sufficient collateral to us to satisfy the counterparty's obligations to us.

We will assume the risk that our derivative counterparty may terminate transactions early.

If we fail to make a required payment or otherwise default under the terms of a derivative contract, the counterparty would have the right to terminate all outstanding derivative transactions between us and that counterparty and settle them based on their net market value or replacement cost. In certain circumstances, the counterparty may have the right to terminate derivative transactions early even if we are not defaulting. If our derivative transactions are terminated early, it may not be possible for us to replace those transactions with another counterparty, on as favorable terms or at all.

We may be required to collateralize our derivative transactions.

We may be required to secure our obligations to our counterparties under our derivative contracts by pledging collateral to our counterparties. That collateral may be in the form of cash, securities or other assets. If we default under a derivative contract with a counterparty, or if a counterparty otherwise terminates one or more derivative contracts early, that counterparty may apply such collateral toward our obligation to make a termination payment to the counterparty. If we have pledged securities or other assets, the counterparty may liquidate those assets in order to satisfy our obligations. If we are required to post cash or securities as collateral, such cash or securities will not be available for use in our business. Cash or securities pledged to counterparties may be repledged by

counterparties and may not be held in segregated accounts. Therefore, in the event of a counterparty insolvency, we may not be entitled to recover some or all collateral pledged to that counterparty, which could result in losses and have an adverse effect on our operations.

There can be no assurance that the direct or indirect effects of the Dodd-Frank Act and other applicable non-U.S. regulations will not have an adverse effect on our interest rate hedging activities.

Title VII of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "Dodd-Frank Act") imposed additional regulations on derivatives markets and transactions. Such regulations and, to the extent we trade with counterparties organized in non-US jurisdictions, any applicable regulations in those jurisdictions, are still being implemented, and will affect our interest rate hedging activities. While the full impact of the regulation on our interest rate hedging activities cannot be fully assessed until all final implementing rules and regulations are promulgated, such regulation may affect our ability to enter into hedging or other risk management transactions, may increase our costs in entering into such transactions, and/or may result in us entering into such transactions on less favorable terms than prior to implementation of such regulation. For example, subject to an exception under the Dodd-Frank Act for "end-users" of swaps upon which we may seek to rely, we may be required to clear certain interest rate hedging transactions by submitting them to a derivatives clearing organization. In addition, to the extent we are required to clear any such transactions, we will be required to, among other things, post margin in connection with such transactions. The occurrence of any of the foregoing events may have an adverse effect on our business and our unitholders' return.

Declines in the market values of our investments may adversely affect periodic reported results of operations and credit availability, which may reduce our earnings and, in turn, cash available for distribution to our unitholders.

A portion of our assets may be classified for accounting purposes as "available-for-sale." These investments are carried at estimated fair value, and temporary changes in the market values of those assets will be directly charged or credited to unitholders' equity without impacting net income on the income statement. Moreover, if we determine that a decline in the estimated fair value of an available-for-sale security below its amortized value is other-than-temporary, we will recognize a loss on that security on our income statement, which will reduce our earnings in the period recognized.

A decline in the market value of our assets may adversely affect us, particularly in instances where we have borrowed money based on the market value of those assets. As a result, if the market value of those assets declines, the lender may require us to post additional collateral to support the loan. If we were unable to post the additional collateral, we may have to sell assets at a time when we might not have otherwise chosen to do so. A reduction in available credit may reduce our earnings and, in turn, cash available for distribution to unitholders.

Further, credit facility providers may require us to maintain a certain amount of cash reserves or to set aside unleveraged assets sufficient to maintain a specified liquidity position, which would allow us to satisfy our collateral obligations. If the market value of our investments declines, we may not be able to leverage our assets as fully as we would choose, which could reduce our return on equity. In the event that we are unable to meet these contractual obligations, our financial condition could deteriorate rapidly.

Market values of our real estate-related investments may decline for a number of reasons, such as changes in prevailing market rates, increases in defaults related to the underlying collateral, increases in voluntary prepayments for our investments that are subject to prepayment risk, widening of credit spreads and downgrades of ratings of the securities by ratings agencies.

Some of our real estate-related investments may be carried at estimated fair value as determined by us and, as a result, there may be uncertainty as to the value of these investments.

Some of our investments may be in the form of securities that are recorded at fair value but that have limited liquidity or are not publicly traded. The fair value of securities and other investments that have limited liquidity or are not publicly traded may not be readily determinable. We will estimate the fair value of these investments on a quarterly basis. Because such valuations are inherently uncertain, may fluctuate over short periods of time and may be based on numerous estimates, our determinations of fair value may differ materially from the values that would have been used if a ready market for these securities existed. The value of our Units could be adversely affected if our determinations regarding the fair value of these real estate-related investments are materially higher than the values that we ultimately realize upon their disposal.

Federal Income Tax Risks

There is no assurance that we will be successful in qualifying as a Qualified Opportunity Fund under the TCJA.

We were organized with the express purposes of qualifying as a Qualified Opportunity Fund. The Opportunity Zone Provisions were recently enacted as part of the TCJA, and, while the IRS has issued the Proposed OZ Regulations, there are many subjects related to the Opportunity Zone Provisions that are not covered by the Proposed OZ Regulations and for which there is

limited, or no, guidance. In addition, it is possible that the final regulations will deviate significantly from the Proposed OZ Regulations. Accordingly, while we intend to meet the requirements to be treated as a Qualified Opportunity Fund, our ability to be treated as a Qualified Opportunity Fund is subject to considerable uncertainty. It is possible that we may fail to meet the requirements to be treated as a Qualified Opportunity Fund, and there can be no guarantee that any investor will realize any tax advantages of investing in a Qualified Opportunity Fund as a result of an investment in the Fund.

As of the date of this memorandum, we have not made or located any potential investments in Opportunity Zones. Therefore, you should not assume that we will be successful in achieving our investment objectives.

Qualified Opportunity Fund Tax Matters – General Overview

The Fund has been organized to operate in such a manner as to qualify for taxation as a Qualified Opportunity Fund, as defined in Section 1400Z-2(d)(1) of the Code.

The law firm of DLA Piper LLP (US) ("DLA Piper") has acted as tax counsel in connection with this offering. While the Fund intends to operate so that it will qualify as a Qualified Opportunity Fund, given the ongoing importance of factual determinations, and the possibility of future changes in circumstances, no assurance can be given by DLA Piper or by the General Partner that the Fund will qualify as a Qualified Opportunity Fund for any particular year. DLA Piper has rendered a legal opinion regarding the qualification of the Fund as a Qualified Opportunity Fund as of the date of this memorandum in connection with the offering. [A copy of that opinion attached as Exhibit ___ to this memorandum.] It must be emphasized that the opinion of DLA Piper was based on various assumptions relating to the Fund's organization and proposed operation and will be conditioned upon fact-based representations and covenants made by our General Partner regarding the Fund's and Berkeley Street QOZB 1's organization, assets, and income, and the past, present and future conduct of our business operations. While Berkeley Street QOZB 1's intends to operate so that it will be a Qualified Opportunity Zone Business, given the highly complex nature of the proposed rules and regulations, the ongoing importance of factual determinations, and the possibility of future changes in our circumstances, no assurance can be given by DLA Piper or by us or Berkeley Street QOZB 1 that Berkeley Street QOZB 1 will qualify as a Qualified Opportunity Zone Business for any particular year or that the Fund will qualify as a Qualified Opportunity Fund for any particular year. The opinion is expressed as of the date of this memorandum and will not cover subsequent periods. Counsel will have no obligation to advise us or our unitholders of any subsequent change in the matters stated, represented, or assumed, or of any subsequent change in the applicable law. You should be aware that opinions of counsel are not binding on the IRS, and no assurance can be given that the IRS will not challenge the conclusions set forth in such opinions.

The Fund expects to be taxed as a partnership for purposes of federal, state, and local income taxes, as applicable. Otherwise, the Fund makes no specific representations as to the taxation of an investment in the Fund and has not obtained any opinion of tax counsel. There are material tax issues associated with the purchase of Units. **Each prospective investor is urged to consult with and rely upon the investor's own tax advisors with respect to the possible tax results of this investment. Investors should not invest in the Fund solely because of anticipated tax benefits.**

Qualified Opportunity Zone Requirements

Qualified Opportunity Fund Requirements

As discussed above, we intend to operate in conformity with the requirements to be classified as a Qualified Opportunity Fund pursuant to Opportunity Zone Provisions and any guidance issued or subsequently issued thereunder. Consistent with that intent, we intend to file a certification with our first U.S. federal income tax return certifying our status as a Qualified Opportunity Fund.

In general, a Qualified Opportunity Fund is any investment vehicle classified as a corporation or a partnership for the purpose of investing in qualified opportunity zone property as defined in Section 1400Z-2(d)(2) of the Code ("Qualified Property") and that holds at least 90% of its assets in Qualified Property.

The 90% asset test noted above will be applied by calculating the average between the percentage of Qualified Property we own on the last day of the first six-month period of our taxable year and the percentage we own on the last day of our taxable year. For the first year of our election to be treated as a Qualified Opportunity Fund, the 90% asset test may only be applied on the last day of our taxable year depending on which month that the Fund so elects. For purposes of the 90% asset test, the value of each of our assets will be the value reported on the Fund's financial statements if those financial statements meet certain requirements, or otherwise the Fund's cost of each asset. The Fund has not yet made a determination regarding if its financial statements will meet the applicable requirements for this purpose. We intend to meet the 90% asset test by investing substantially all of the contributions we receive from unitholders into one or more QOZBs in exchange for limited liability company membership interests herein, and by having such QOZB invest substantially all of its assets in Qualified Property. As more fully discussed below, we expect that our limited liability company membership interests in such "qualified opportunity zone businesses" will be treated as Qualified Property, provided the interest satisfies the additional requirements that apply to "qualified opportunity zone partnership interests."

Qualified Property

Qualified Property includes (i) "qualified opportunity zone stock," (ii) "qualified opportunity zone partnership interests" and (iii) "qualified opportunity zone business property." Qualified opportunity zone stock includes newly-issued stock (including preferred stock) in an entity classified as a domestic corporation for U.S. federal tax purposes, where the corporation is a "qualified opportunity zone business" (or, in the case of a new corporation, the corporation was organized for the purpose of being a qualified opportunity zone business). The stock also must be acquired after December 31, 2017 solely in exchange for cash. A qualified opportunity zone partnership interest includes any capital or profits interest in an entity classified as a domestic partnership for U.S. federal tax purposes, where the partnership is a qualified opportunity zone business (or, in the case of a new partnership, the partnership was organized for the purposes of being a qualified opportunity zone business), and the capital or profits interest is acquired by a Qualified Opportunity Fund directly from the partnership after December 31, 2017 solely in exchange for cash.

Qualified opportunity zone business property is tangible property used in a trade or business of a Qualified Opportunity Fund, if (i) the property was acquired by the Qualified Opportunity Fund by purchase from an unrelated party after December 31, 2017; (ii) either the original use of the property in the opportunity zone commences with the Qualified Opportunity Fund or the Qualified Opportunity Fund substantially improves the property; and (iii) during substantially all of the Qualified Opportunity Fund's holding period of the property, substantially all of the use of the property was in an Opportunity Zone. A property is generally considered substantially improved if, after any 30-month period after the property is acquired, the Qualified Opportunity Fund's additions to the property's basis exceed the adjusted basis of the property at the beginning of the period.

The requirements for qualified opportunity zone stock and qualified opportunity zone partnership interests are heavily dependent on the issuing corporation or partnership (or limited liability company that is taxed as a partnership), respectively, being a Qualified Opportunity Zone Business. In order to be a Qualified Opportunity Zone Business, a corporation or partnership must meet the following requirements:

(i) substantially all of the tangible property owned or leased by the entity consists of qualified opportunity zone business property;

(ii) at least 50% of its gross income must be derived from the active conduct of the Qualified Opportunity Zone Business;

(iii) a substantial portion of the entity's intangible property (e.g., licenses and trademarks) must be used in the active conduct of the trade or business in the Opportunity Zone;

(iv) certain financial property (other than reasonable amounts of working capital) must be less than 5% of the entity's assets; and

(v) the entity does not operate or lease land in certain enumerated prohibited business categories (e.g., golf courses and racetracks).

A Qualified Opportunity Zone Business is treated as satisfying the "substantially all" requirement in item (i) above if at least 70% of the tangible property owned or leased by the qualified opportunity zone business is Qualified Property. In determining if a Qualified Opportunity Zone Business meets the 70% threshold, the Qualified Opportunity Zone Business uses the values on its financial statements if the financial statements meet the same requirements applicable to Qualified Opportunity Funds for purposes of the 90% asset test mentioned above. If the financial statements do not meet such requirements, then, the Qualified Opportunity Fund may use either (i) its own "Compliance Methodology" (as defined in the Proposed OZ Regulations); or (ii) the Compliance Methodology that is both used by a "Five-Percent Zone Taxpayer" (as defined in the Proposed OZ Regulations) and produces the highest percentage of Qualified Property for the entity to value the Qualified Opportunity Zone Business's assets.

[It is anticipated that Berkeley Street QOZB 1 will invest will satisfy the 70% asset test as a result of the [project to be constructed on the property qualifying as "original use" property for purposes of Section 1400Z-2(d)(2)(D)(i)(II) of the Code. To that end, the Berkeley Street QOZB 1 Operating Agreement includes, as an exhibit, a business plan detailing the timely deployment of Berkeley Street QOZB 1's working capital pursuant to the Working Capital Safe Harbor described below.[5]]

A safe harbor treats certain amounts held for investment by a Qualified Opportunity Zone Business as "reasonable amounts of working capital" that do not count towards the 5% threshold for certain financial property (the "Working Capital Safe Harbor"). The Working Capital Safe Harbor is available when (i) the Qualified Opportunity Zone Business designates in writing the amounts to be spent for the acquisition, construction and/or substantial improvement of tangible property in a Qualified Opportunity Zone; (ii)

[5] NTD: To be updated.

there is a written schedule consistent with the ordinary start-up of a trade or business for the expenditure of the working capital assets (with such schedule calling for the working capital assets to be spent within 31 months of receipt by the qualified opportunity zone business); and (iii) the working capital assets are actually used in a manner consistent with the written designation and schedule. Any income generated by the assets eligible for the Working Capital Safe Harbor is counted as qualifying income towards the requirement that at least 50% of the entity's gross income is from the active conduct of the Qualified Opportunity Zone Business. In addition, the requirement for a substantial portion of the entity's intangible property to be used in the active conduct the trade or business of the Qualified Opportunity Zone Business in the Opportunity Zone is deemed satisfied for the duration of the application of the Working Capital Safe Harbor.

If the Working Capital Safe Harbor applies and the tangible property to which the Working Capital Safe Harbor relates is expected to satisfy the requirements to be treated as Qualified Property once the funds are expended, the tangible property is not treated as failing to satisfy the requirements to be treated as Qualified Property solely because the scheduled consumption of the working capital is not yet complete. In other words, the tangible property to which Working Capital Safe Harbor relates can still be treated as Qualified Property for the duration of the application of the Working Capital Safe Harbor, as long as the tangible property is expected to be treated as Qualified Property after the designated funds are spent. It is unclear whether the working capital to which the Working Capital Safe Harbor applies is itself treated as Qualified Property during the application of the Working Capital Safe Harbor. Berkeley Street QOZB 1 currently expects to operate in a manner that generally allows Berkeley Street QOZB 1 to qualify for the Working Capital Safe Harbor and its resulting benefits.

Berkeley Street QOZB 1 intends to meet the requirements for an interest in Berkeley Street QOZB 1 to be treated as a Qualified Opportunity Zone Partnership Interest.

Failure to Maintain Qualified Opportunity Fund Status

In the event that we do not meet the requirement for at least 90% of our assets to be treated as Qualified Property, we would be subject to a penalty for each month we do not meet the 90% test. The penalty is an amount calculated as the (i) the excess of the amount equal to 90% of the Company's aggregate assets, over the aggregate amount of Qualified Property held by the Company; multiplied by (ii) the Federal short-term rate (as determined from time to time by the IRS) plus 3 percentage points (or the underpayment rate otherwise in effect under the Code). No penalty would be imposed with respect to a failure to meet the 90% requirement if we were able to establish that the failure is due to reasonable cause, though there is no guidance regarding what reasonable cause would entail.

If our interest in Berkeley Street QOZB 1 or another QOZB in which we invest fails to qualify as a Qualified Opportunity Zone Partnership Interest, and we were not able to establish reasonable cause, the penalty might be significantly greater than if we had invested in Qualified Property directly because the excess amount described in clause (i) above generally would be equal to the fair market value of our entire interest in Berkeley Street QOZB 1 or such other QOZB in which we invest. The extent to which we may be subject to the penalty may also depend on whether the Fund's financial statements meet the requirements discussed above, as the outcome of the 90% test may be different depending on whether the Fund uses the value of the property on its financial statements or the cost of the property to the Fund. In the event that we were subject to the penalty, the amount of the penalty generally would be treated as a Fund expense, which could adversely impact the returns of the Fund, perhaps substantially.

The various requirements for us to be treated as a Qualified Opportunity Fund and for an interest in Berkeley Street QOZB 1 and any other QOZB in which we invest to be treated as a Qualified Opportunity Zone Partnership Interest are complex, unclear and require additional significant regulatory or other formal guidance. In addition, given that the Qualified Opportunity Fund rules were only recently enacted as part of the TCJA, standard practices for structuring Qualified Opportunity Funds and Qualified Opportunity Zone Businesses have not been established. ***Each investor, therefore, is urged to consult their own tax advisors regarding any investment in the Fund, the Fund's intended approach for qualifying as a Qualified Opportunity Fund and the considerable uncertainty in this area.***

QOZ Tax Benefits for Electing Unitholders

There are several potential U.S. federal tax advantages that a unitholder may realize in connection with an investment in a Qualified Opportunity Fund, which may be applicable to an investment in the Fund if the Fund meets the requirements to be treated as a Qualified Opportunity Fund and carries out its operations as planned. However, there can be no assurance that we will meet these requirements or that a unitholder would realize any tax advantages as a result of an investment in the Fund.

Reinvested Gain Deferral. Qualified Opportunity Funds offer electing unitholders a temporary deferral of gains from recent sales or exchanges in certain circumstances. Specifically, in the case of certain capital gain from the sale or exchange of property with an unrelated person, a unitholder may elect under Section 1400Z-2 of the Code to exclude such gain from gross income to the extent the unitholder reinvests the gain in a Qualified Opportunity Fund within a 180-day investment period. Generally, the 180-day

investment period begins on the date of the sale or exchange of the property; however, the 180-day investment period for net gains realized from the sale of real property or other property described in Section 1231 of the Code commences at the end of the unitholders taxable year (typically, December 31). Only capital gains are eligible for deferral, though the gain can be either short-term or long-term. A unitholder may make a deferral election with respect to some but not all gain eligible to be deferred, and can make separate elections in multiple Qualified Opportunity Funds with respect to separate portions of the eligible gain. A unitholder makes the deferral election by attaching a form, currently IRS Form 8949 for individual unitholders, to the unitholder's U.S. federal tax return for the taxable year in which the gain would have been recognized had it not been deferred. While unitholders generally do not need to trace or allocate the funds invested in a Qualified Opportunity Fund to the specific gain being deferred, the investment in the Qualified Opportunity Fund generally must occur within the 180-day period beginning on the date the deferred gain was realized.

In the event that a unitholder is a partner in a partnership (or a member of a limited liability company taxed as a partnership), the partnership (or limited liability company) will have the ability to invest in a Qualified Opportunity Fund and make a deferral election at the partnership-level within 180 days of the partnership (or limited liability company) realizing qualifying gain. If the partnership (or limited liability company) does not so elect for all of the eligible gain, a partner (or member) may elect to defer all or a portion of the gain for which an election has not been made allocable to the partner (or member). The partner's (or member's) 180-day period generally begins on the last day of the partnership (or LLC) taxable year in which the gain is taken into account, though a partner (or member) may also elect for the 180-day period to be the same as the partnership's (or LLC's). Unitholders should consult their own tax advisors regarding if realized gains in a unitholder's individual circumstances are eligible for deferral by investment into a Qualified Opportunity Fund.

This temporary deferral ends upon the earlier of the unitholder's disposition of its Units in the Qualified Opportunity Fund or December 31, 2026. As a result, at the time of such disposition (or December 31, 2026, if earlier), and provided that the Fund qualifies as a Qualified Opportunity Fund, a unitholder that properly elects to treat its investment in the Fund as a Qualified Opportunity Fund investment will recognize gain in an amount equal to (x) the lesser of (i) the unitholder's deferred gain; or (ii) the fair market value of the unitholder's Units in the Fund minus (y) the tax basis of the unitholder's Units in the Fund (adjusted as described below). The attributes of gain for which a deferral election is made carryover until when the gain is taken into account. For example, a unitholder that invests qualifying short-term capital gain in a Qualified Opportunity Fund would be taxed at the rates applicable to short-term capital gain when the temporary deferral ends, regardless of the unitholder's holding period for its Units in the Qualified Opportunity Fund. It is unclear if the tax rate in effect in the year of deferral is a tax attribute that carries over to the year of recognition. The Fund does not expect to make distributions with respect to any liabilities of the unitholders from the recognition of temporarily deferred gains. Such unitholders that hold their Units until December 31, 2026, therefore, generally will need to utilize cash from sources other than the Fund to satisfy their tax obligations with respect to any deferred gain that is required to be recognized at that time.

Reinvested Gain Partial Reduction. An investment in a Qualified Opportunity Fund also potentially allows a unitholder to permanently eliminate a portion of its reinvested gains if the unitholder holds its Units in the Qualified Opportunity Fund for certain periods of time. Upon making an eligible investment in a Qualified Opportunity Fund, a unitholder's tax basis of their Units in the Qualified Opportunity Fund is $0, reflecting the temporary deferral of gain described above. In the case of a Qualified Opportunity Fund investment held for at least five years, the basis of such investment will be increased by an amount equal to 10% of the amount of deferred gain invested. In the case of a Qualified Opportunity Fund investment held for at least seven years, the basis of such investment will be increased by an amount equal to 5% of the amount of deferred gain invested. For example, assuming the applicable holding period has been satisfied prior to December 31, 2026, once the unitholder has held its Units in the Qualified Opportunity Fund for seven years, the unitholder's tax basis would equal 15% of the unitholder's original deferred gain and the amount of gain the unitholder would recognize on December 31, 2026, or any earlier taxable disposition of its Units, would be no greater than 85% of the original deferred gain.

Gain Elimination on OZ Investment. In addition, if a unitholder holds its Units in a Qualified Opportunity Fund for ten years or more, the unitholder may elect to have the tax basis of the Units be equal to the fair market value of the Units on the date that the Units are sold or exchanged ("Gain Elimination on OZ Investment"). A unitholder may take advantage of the Gain Elimination on OZ Investment until December 31, 2047, even if the designation of the Opportunity Zone (or Opportunity Zones) in which the Qualified Opportunity Fund invested has terminated under Section 1400Z-1 of the Code. If a unitholder in a Qualified Opportunity Fund properly elected to treat its investment as a Qualified Opportunity Fund investment, holds its Units in the Qualified Opportunity Fund for ten or more years and properly elects to apply the Gain Elimination on OZ Investment, then the unitholder would have no gain and owe no U.S. federal tax in connection with the sale or exchange of its Units in the Qualified Opportunity Fund.

Under the Proposed OZ Regulations issued in April 2019, a unitholder in a Qualified Opportunity Fund can obtain the benefits of Gain Elimination on OZ Investment in one of two ways. First, the unitholder can sell the unitholder's qualifying investment (ownership interest) in the Qualified Opportunity Fund as described above. Alternatively, the unitholder can make a special election to eliminate gain allocated to the unitholder by the Qualified Opportunity Fund that is recognized by the Qualified Opportunity Fund from

the sale of Qualified Property. Currently, there is uncertainty whether this alternative approach can be used to eliminate gain from the sale of individual properties held by a Qualified Opportunity Zone Business (as opposed to a sale by the Qualified Opportunity Fund of its investment in a Qualified Opportunity Zone Business). It is generally anticipated that the IRS and Treasury Department will clarify the open issues regarding how the Gain Elimination on OZ Investment will apply to a unitholder who holds an investment in a Qualified Opportunity Fund for ten (10) years or more where individual properties held by a subsidiary Qualified Opportunity Zone Business are sold.

If a Qualified Opportunity Fund (or a Qualified Opportunity Zone Business in which the Qualified Opportunity Fund has invested) sells property before the end of a unitholder's 10-year holding period, the gain that is recognized from the sale of the property will not qualify for the Gain Elimination on OZ Investment and will be subject to tax in the manner generally applicable to taxable gains recognized by a partnership.

Mixed Funds. If a unitholder makes an investment in a Qualified Opportunity Fund in an amount exceeding the unitholder's gains that are eligible for deferral within the 180-day period, the unitholder's investment is treated as two separate investments, consisting of one investment to which the unitholder's election to treat the investment as a Qualified Opportunity Fund applies, and a separate investment consisting of other amounts invested. Therefore, if a unitholder invests an amount in a Qualified Opportunity Fund that exceeds the amount of the unitholder's qualifying deferred gain, the unitholder would only be eligible for the tax benefits described above to the extent of the unitholder's qualifying deferred gain, and other amounts invested in the Fund would be treated in the same manner as if the investment were not a Qualified Opportunity Fund. However, the Fund does not expect to treat a unitholder's investment any differently to the extent that this "mixed funds" rule applies, and any adverse results the Fund may have relating to meeting the requirements to be a Qualified Opportunity Fund, such as the imposition of penalties, is expected to apply to a unitholder's investment generally regardless of the portion of a unitholder's investment to which the Qualified Opportunity Fund election applies.

You are urged to consult your tax advisor regarding the federal, state, local and foreign income and other tax consequences to you in light of the enactment of Section 1400Z-2 of the Code and the issuance of the Proposed OZ Regulations.

Not a Tax Shelter

The Fund is not a tax shelter. Unitholders in the Fund should not expect that any tax deduction, credit, loss or other tax benefit will be available to them or may be used to reduce their federal income tax or federal taxable income as a result of their investment in the Fund.

Our investment decisions may be affected by our efforts to qualify as a Qualified Opportunity Fund.

Because we intend to qualify as a Qualified Opportunity Fund and to meet the requirements for achieving certain tax advantages for investors who invest qualifying gains a Qualified Opportunity Fund, we may make investment decisions that are different from those we would make if we were not intending to so qualify. For example, we intend to invest substantially all of the Fund's commitments in properties located within Opportunity Zones. We may also hold fund investments for longer periods than if we were not intending to qualify as a Qualified Opportunity Fund, as in order to take advantage of certain tax benefits regarding the exclusion of future gain of investing in a Qualified Opportunity Fund, each investor must hold its interest in the Fund for at least 10 years. This long-term holding requirement may require the Fund to sell investments at inopportune times and may result in lower returns than if the Fund were to sell each investment when market conditions are most favorable.

Investors must make appropriate timely investments and elections in order to take advantage of the benefits of a Qualified Opportunity Fund.

In order for an investor to receive the Opportunity Fund benefits that the Fund is intended to enable, each such investor must make a timely investment of gains in the Fund and timely election to treat such investment as a Qualified Opportunity Fund investment under Section 1400Z-2 of the Code and the Proposed OZ Regulations. In particular, any gain deferred by investing in the Fund must have been generated from a sale to an unrelated party within 180 days of investment in the Fund. The Fund has no control over these circumstances, and investors will have to rely on their own tax advisors and determinations.

We have not identified the first month in which we will be a Qualified Opportunity Fund.

The Proposed OZ Regulations provide that, as part of its self-certification process, an entity that is eligible to be a Qualified Opportunity Fund mat identify the first month of the taxable year in which it wants to be a Qualified Opportunity Fund. Any investment made in an eligible entity prior to the first month in which such eligible entity is a Qualified Opportunity Fund does not receive the tax deferral benefits under Section 1400Z-2(a)(1) of the Code. We have not yet determined which month will be our first as a Qualified Opportunity Fund. Accordingly, any investment made in the Fund prior to the first month in which we are a Qualified Opportunity Fund will not be eligible for the tax benefits under Section 1400Z-2 of the Code.

Because the Fund will be taxed as a partnership, you may incur tax liabilities based on your investment in the Fund without a corresponding cash distribution with which to pay such liabilities.

The Fund will be treated as a partnership for United States federal income tax purposes. As such, the Fund, itself, will not be subject to United States federal income tax. Rather, such taxes will be paid by the investors based on their respective shares of the Fund's net income. Each Investor will be allocated his, her or its pro rata share of items of income, gain, loss, deduction, and credit attributable to the Fund each year, and will be required to include this allocable share in computing each investor's respective federal income tax liability for that year. This will be the case, even though the Fund may not have made any cash distributions to its investors in that year. Thus, it is possible that your investment will increase your federal income tax burden, without a corresponding cash distribution with which to pay such taxes, in which case you would be required to satisfy tax liabilities attributable to your share of Fund income with case from sources other than the Fund.

Taxation of Unitholders

Tax-exempt Investors will be subject to U.S. federal income tax on all or a portion of their allocable share of the Fund's taxable income.

A tax-exempt investor generally will recognize unrelated business taxable income for U.S. federal income tax purposes as a result of an investment in the Fund. As a result, tax-exempt investors generally will be subject to U.S. federal income tax on all or a portion of their allocable share of the Fund's taxable income. Furthermore, tax-exempt investors may be subject to state and local income or franchise taxes in jurisdictions where the Fund owns real estate or otherwise conducts activities or is deemed to be engaged in business.

Non-US Investors will be required to file income tax returns in the U.S. and will be required to pay income taxes in the U.S. on their allocable share of the Fund's taxable income.

A foreign investor will be treated as engaged in the conduct of a U.S. trade or business for U.S. federal income tax purposes as a result of an investment in the Fund, and the foreign investor's allocable share of the Fund's taxable income (and, if the investor's investment in the Fund does not qualify for deferral under Section 1400Z-2 of the Code, gain from the sale or disposition of an interest in the Fund) generally will be treated as income "effectively connected" with such U.S. trade or business. As a result, foreign investors will be required to file U.S. federal income tax returns, and will be subject to U.S. federal income tax on their allocable share of the Fund's taxable income in the same manner as similarly-situated U.S. investors. Furthermore, foreign corporations will also be subject to an additional U.S. "branch profits tax" on their allocable share of Fund earnings and profits at the time that such earnings and profits are repatriated or deemed repatriated. Foreign investors may also be subject to state and local income or franchise taxes in jurisdictions where the Fund owns real estate or otherwise conducts activities or is deemed to be engaged in business.

The Fund will be required to withhold and remit taxes to the IRS with respect to foreign Investors' allocable share of the Fund's taxable income, which may reduce the cash flow available for distributions to investors.

If foreign investors were to invest in the Fund, the Fund would be required to remit to the IRS, on or before certain due dates during the course of each taxable year, withholding taxes with respect to the foreign investors' allocable share of the Fund's taxable income. This withholding requirement is based on the foreign investors' allocable share of the Fund's taxable income, and thus is triggered by the recognition of such income by the Fund. The withholding requirement is not triggered by, or dependent on, cash distributions that are actually made to the foreign investors. Accordingly, these withholding taxes must be paid by the Fund, regardless of whether the Fund will be making cash distributions to the investors on or around the dates on which the Fund is required to remit such amounts. As a result, the withholding obligations imposed on the Fund as a result of investment by foreign investors may reduce the amount of cash available for use by the Fund and/or distribution to the investors.

For fiscal years ending after December 31, 2017, a designee of the General Partner will be the "partnership representative" of the Fund. Because of the partnership representative's ability to bind both the Fund and its investors (including both current and former investors), certain conflicts of interest may arise.

For fiscal years ending after December 31, 2017, new partnership audit rules contained in the Bipartisan Budget Act of 2015 and enacted as Sections 6221 through 6241 of the Code (the "BBA Rules") will apply. Under the new rules, the Fund, and not the investors, will become responsible for the payment of any tax assessed by the IRS in an audit of the Fund. In addition, the position of tax matters partner is replaced with "partnership representative," who is given the authority to exercise certain procedural and related rights related to tax audits and controversies. The General Partner will designate the partnership representative of the Fund. If the

General Partner so chooses, the General Partner may designate one of its affiliates as the partnership representative of the Fund. The initial partnership representative will be Brian Davison. The partnership representative of the Fund will have all the rights, powers, obligations and duties set forth in the BBA Rules for a "partnership representative," including, without limitation, the power to agree to an assessment against the Fund by the IRS, provided, however, that the partnership representative must act, and only at, the direction of the General Partner. If a tax audit results in the imposition of a tax liability on the Fund, the General Partner has the authority to allocate the economic burden of that liability among the persons who were investors in the Fund during the year that was audited, or to shift that liability from the Fund to the persons who were investors in the year that was audited. Accordingly, a conflict of interest may arise between the General Partner and/or the partnership representative, on the one hand, and certain investors, on the other hand, with respect to the partnership representative's acceptance of an assessment by the IRS and the allocation of any resulting tax liability among the applicable investors.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This memorandum contains forward-looking statements about our business, including, in particular, statements about our plans, strategies and objectives. You can generally identify forward-looking statements by our use of forward-looking terminology such as "may," "will," "expect," "intend," "anticipate," "estimate," "believe," "continue" or other similar words. You should not rely on these forward-looking statements because the matters they describe are subject to known and unknown risks, uncertainties and other unpredictable factors, many of which are beyond our control. Our actual results, performance and achievements may be materially different from those expressed or implied by these forward-looking statements.

You should carefully review the "Risk Factors" section of this memorandum, and those contained in any supplement to this memorandum, for a discussion of the risks and uncertainties that we believe are material to our business, operating results, prospects and financial condition. Except as otherwise required by federal securities laws, we do not undertake to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

ESTIMATED USE OF PROCEEDS

The following table sets forth information about how we intend to use the proceeds raised in this offering assuming that we sell the maximum of $75,000,000 in Units in this offering. Many of the amounts set forth below represent management's best estimate since they cannot be precisely calculated at this time. The following table assumes the maximum Selling Commissions and Expenses (with no discounts to any categories of purchasers). Raising less than the maximum offering amount will alter the amounts of commissions, fees, and expenses set forth below.

Depending primarily upon the number of Units we sell in this offering, we estimate that we will use 90% of the gross proceeds in the offering to acquire real estate and real estate-related investments. We will use the remainder of the gross proceeds from the offering to pay Selling Commissions and Expenses and organization and other offering expenses and to pay acquisition and origination expenses and, upon the acquisition or origination of real estate investments, to pay a fee to our advisor for its services in connection with the selection and acquisition or origination of such real estate investments.

We may fund distributions from any source, including, without limitation, offering proceeds (which may constitute a return of capital). If we pay distributions from sources other than our cash flow from operations, we will have less funds available for the acquisition or origination of real estate investments, the overall return to our unitholders may be reduced and subsequent investors may experience dilution.

	Primary Offering $75,000,000 in Units	
	$	% of Offering Proceeds
Gross Offering Proceeds	75,000,000	100.00
Less Offering Expenses:		
Selling Commissions	5,250,000	7.00
Dealer Manager Fee	2,250,000	3.00
Amount Available for Investment	67,500,000	90.00

MANAGEMENT

General Partner

We operate under the direction of our General Partner. Our General Partner is responsible for the management and control of our affairs. Our General Partner has retained Berkeley Street Advisor to manage our day-to-day operations and our portfolio of real estate investments, subject to our General Partner's supervision.

Our General Partner is managed by ~~[Berkeley Sponsor Entity]~~BSREA.

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Our general investment and borrowing policies are set forth in this memorandum. Our General Partner may establish further written policies on investments and borrowings and will monitor our administrative procedures, investment operations and performance to ensure that our executive officers and advisor follow these policies and that these policies continue to be in the best interests of our unitholders. Unless modified by our General Partner, we will follow the policies on investments and borrowings set forth in this memorandum.

Executive ~~Officer~~Officers

We have provided below certain information about our executive ~~officer~~officers.

*Name**	*Age***	*Positions*
Lisa Simonsen	____	_____
Craig Gould	____	_____
Frederick Lim	____	_____
Ryan Morfin	____	_____

* The address of our executive ~~officer~~officers listed is ~~[2412 W. Kennedy Blvd., Tampa, Florida 33606]~~ One Cowboys Way, Suite 490, Frisco, Texas 75034.

**As of ~~August~~October 31, 2019.

~~[Add information for Executive Officer]~~

Lisa Simonsen, age __, is the _____ of Berkley Street Advisor and Berkeley Street Property Manager. In addition to her duties as _____ of Berkeley Street Advisor, for the last 12 years Ms. Simonsen has served as the principal of The Simonsen Group, which is a residential real estate brokerage group within Douglas Elliman Real Estate. Prior to Douglas Elliman Real Estate, Ms. Simonsen began her career as a real estate agent at The Corcoran Group in New York City. Ms. Simonsen studied at the University of Alberta and the Lee Strasberg Theater & Film Institute. Ms. Simonsen is also actively involved with the Hearts of Gold Foundation and the Coalition for the Homeless in New York City.

Craig Gould, age ___, is the _____ of Berkley Street Advisor and Berkeley Street Property Manager. Mr. Gould is also the President of Wentworth Management Services and the CEO of Cabot Lodge Securities LLC. Mr. Gould started in the securities industry with Merrill Lynch, Pierce, Fenner, and Smith. He left the firm in August of 1994 to help coordinate an investor group to acquire National Securities Corporation. From May 1995 thru April 2002, Mr. Gould held several positions with National Securities and its affiliated companies including its parent company Olympic Cascade Financial Corporation, a publicly traded company on the American Stock Exchange. During his tenure, Mr. Gould held various positions head of investment banking, and Vice Chairman. While Mr Gould held these various senior management titles, the organization grew from $7 million in revenue to over $60 million, the number of registered representatives grew from 70 to over 400, and the company's investment banking departments raised over $500 million in public and private offerings. From March 2004- 2009, Mr. Gould was part of the senior management team for Wunderlich Securities. He was the firm's National Sales Manager and saw the revenues of the firm grow from about $14 million in 2004 to over $40 million in 2009. Mr. Gould left Wunderlich Securities in January 2009 to become the President of Compass Financial Holdings and between 2009-2010 was the President/CEO of Fintegra, LLC , a wholly owned subsidiary. In 2012, Mr. Gould joined Cabot Lodge Securities as it President. Mr. Gould graduated from the University of Wisconsin- Madison with a B.A. in political science.

Frederick Lim, age ___, is the _____ of Berkley Street Advisor and Berkeley Street Property Manager. Mr. Lim is also the Executive Vice President of Wentworth Management Services and a registered representative of Cabot Lodge Securities. Prior to these roles, Mr. Lim was a partner at MCG from _____ to _____, and is an experienced investment banker and advisor with over 20 years of experience in the origination, structuring and execution of capital markets transactions in a variety of assets and industries. Prior to MCG, from _____ to _____ Mr. Lim was an Executive Director at Morgan Stanley in Global Capital Markets where he focused on securitization and structured finance. Mr. Lim has advised clients in a broad range of industries including energy & power, telecommunications, private equity, hedge funds and other financial institutions. While at Morgan Stanley, he executed several innovative financings including transactions that won the awards for North American Securitization Deal of the Year from International Financial Review (IFR) in 2000, 2001 and 2004. Prior to Morgan Stanley, from _____ to _____ Mr. Lim was a corporate lawyer at Paul, Weiss, Rifkind, Wharton & Garrison, where he specialized in capital markets transactions and mergers and acquisitions. Mr. Lim earned his Juris Doctorate at Columbia University, where he was a Harlan Fiske Stone Scholar; he received his Bachelor of Science in Mathematics from the University of Chicago.

Ryan Morfin, age ___, is the CEO of Wentworth Management Services, a holding company that acquires and manages businesses in the wealth management industry. Currently WMS owns two broker dealers with over 1,400 financial advisors with offices in 47 states in the United States. Mr. Morfin is also a part of the general partner and a member of the investment committee for IronGate Capital Advisors, a defense technology investment vehicle. Prior to these roles, from _____ to _____ Mr. Morfin was a founding partner at Maroon Capital Group ("MCG"), a New York-based merchant bank, which focuses on five sectors: healthcare, energy, real estate/infrastructure and technology. He has held several C-suite roles for advisory clients' and family offices' portfolio companies both in the US and abroad. Prior to MCG, from _____ to _____ Mr. Morfin worked at Countrywide Merchant Banking to establish and scale the firm's expansion into private equity. Mr. Morfin worked with capital from the firm's institutional clientele and wrote the business plan for the firm's fund management business as well as sourced, evaluated and underwrote investment opportunities across the capital structure. From _____ to _____, Mr. Morfin was an Associate in Morgan Stanley's Merchant Banking Division. During his tenure in private equity, Ryan worked in the group that made principal investments for the various MSRE fund vehicles and on behalf of institutional clients. Ryan began his career at Morgan Stanley as an Analyst in the CMBS/CRE CDO group. Mr. Morfin attended the University of Chicago and received a BA in Physics.

Compensation of Executive Officer

We do not anticipate paying ~~the executive~~ any of our executives officer a salary. However, ~~heeach~~ of our executive officers will derive indirect compensation through ~~his role~~their roles with our advisor and property manager.~~[]~~ In addition, Messrs. Gould, Lim and Morfin will indirectly receive compensation through their indirect ownership in BSREA, Cabot Lodge and PKSI. See "_____".

Our ~~Advisors~~Advisor and Sub-Advisor

Our advisor is Berkeley Street Advisor, a limited liability company formed in the State of ~~[_____]~~Delaware on ~~[_____]~~October 4, 2019 and our sub-advisor is EquiAlt Capital Advisors, a limited liability company formed in the State of Delaware on June 22, 2017. Our advisors currently are not registered as an investment adviser with the SEC. As our advisor and sub-advisor, Berkeley Street Advisor and EquiAlt Capital Advisors have contractual responsibilities to us and our unitholders and would have fiduciary responsibilities to us and our unitholders if we commence an initial public offering.

The principal officers of Berkeley Street Advisor are as follows:

Name	*Age***	*Positions*
Lisa Simonsen		
~~[_____]~~Craig Gould	~~[__]~~	~~Chief Executive Officer~~
~~[_____]~~Frederick Lim	~~[__]~~	~~Chief Operating Officer~~
Ryan Morfin		

*As of ~~August~~October 31, 2019.

~~[ADD DETAILS]~~

~~Below is a brief description of the background and experience of the key real estate professionals at Berkeley Street Advisor who are not also one of our executive officers.~~

~~[ADD DETAILS]~~

The principal officers of EquiAlt Capital Advisors are as follows:

Name	Age*	Positions
Brian Davison	47	Chief Executive Officer
Barry Rybicki	48	Chief Operating Officer

*As of ~~August~~October 31, 2019.

Brian Davison indirectly owns a controlling interest in and serves as the Chief Executive Officer of ~~Berkeley Street Advisor~~ EquiAlt Capital Advisors. Messrs. Rybicki, Kelly, Nyka and Diaz all actively participate in the management and operations of our sub-advisor. For more information regarding the background and experience of Messrs. Davison and Rybicki, see ~~"Management—Executive Officers and Directors" and "—Other Affiliates—Our Sponsors."~~ "_____."

Below is a brief description of the background and experience of the key real estate professionals at EquiAlt Capital Advisors who are not also one of ~~our~~the executive officers at EquiAlt Capital Advisors.

Tony James Michael Kelly is Senior Portfolio Manager of EquiAlt Capital Advisors and EquiAlt Property Management. As Senior Portfolio Manager, Mr. Kelly oversees and coordinates ongoing property repair and construction projects in addition to assisting with tenant issues, property acquisition and data coordination. Mr. Kelly has served as Senior Portfolio Manager of EquiAlt, LLC, an affiliate of our co-sponsor, since June 2014. Mr. Kelly graduated from the University of South Florida with a ~~bachelor~~Bachelor of ~~arts~~Arts degree in political science and holds a real estate license in the state of Florida.

Bertram Andy Nkya is Portfolio Manager of EquiAlt Capital Advisors and EquiAlt Property Management. As Portfolio Manager, Mr. Nkya oversees and coordinates acquisition analysis, property repair evaluation, contractor oversight, tenant placement, budget reviews and marketing property for rent or sale. Mr. Nkya has served as Portfolio Manager of EquiAlt, LLC an affiliate of our co-sponsor, since September 2016. Mr. Nkya holds a ~~bachelor~~Bachelor of ~~arts~~Arts degree in finance and a number of licenses, including a real estate license in South Carolina, Broker Price Opinion Resource Certification, Relocation Professional Certification and Business Analysis Fundamentals.

Michelle Rodriquez Diaz is Junior Portfolio Manager of EquiAlt Capital Advisors and EquiAlt Property Management. As Junior Portfolio Manager, Ms. Diaz oversees and coordinates tenant financial matters, accounting interface, vendor billing and HOA matters. Ms. Diaz has served as Back Office Administration - Junior Portfolio Manager of EquiAlt, LLC an affiliate of our co-sponsor, since May 2016. Ms. Diaz holds an associate degree in liberal arts.

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The Advisory Agreement

Under the terms of the advisory agreement, Berkeley Street Advisor will use its best efforts to present to us investment opportunities that provide a continuing and suitable investment program for us consistent with our investment policies and objectives as adopted by our General Partner. Pursuant to the advisory agreement, Berkeley Street Advisor will, subject to the oversight of our General Partner, manage our day-to-day operations and perform other duties, including, but not limited to, the following:

- finding, presenting and recommending to us real estate investment opportunities consistent with our investment policies and objectives;
- structuring the terms and conditions of our investments, sales and joint ventures;
- acquiring real estate investments on our behalf in compliance with our investment objectives and policies;
- sourcing and structuring our loan originations;
- arranging for financing and refinancing of our real estate investments;
- reviewing and analyzing the operating and capital budgets of our properties and the properties securing our real estate-related investments;
- assisting us in obtaining insurance;
- generating an annual budget for us;
- reviewing and analyzing financial information for each of our assets and the overall portfolio;
- formulating and overseeing the implementation of strategies for the administration, promotion, management, operation, maintenance, improvement, financing and refinancing, marketing, leasing and disposition of our real estate investments;
- performing investor-relations services;
- maintaining our accounting and other records and assisting us in filing all reports required to be filed with the SEC, the IRS and other regulatory agencies, as applicable;
- engaging and supervising the performance of our agents; and
- performing any other services reasonably requested by us.

See "Management Compensation" for a detailed discussion of the fees payable to Berkeley Street Advisor under the advisory agreement. We also describe in that section our obligation to reimburse Berkeley Street Advisor for certain expenses, including organization and offering expenses, the costs of providing services to us (other than for the employee costs in connection with services for which it earns acquisition and origination fees or disposition fees, though we may reimburse our advisor for travel and communication expenses) and payments made by Berkeley Street Advisor in connection with potential investments, whether or not we ultimately acquire or originate the investment.

Berkeley Street Advisor and its affiliates expect to engage in other business ventures and, as a result, they will not dedicate their resources exclusively to our business. However, pursuant to the advisory agreement, Berkeley Street Advisor must devote sufficient resources to our business to discharge its obligations to us.

During the term of the advisory agreement and for one year following its termination, we have agreed that we will not, without our advisor's prior written consent, (i) solicit or encourage any person to leave the employment or other service of our advisor or any of its affiliates or (ii) hire, on our behalf or on behalf of any other person or entity, any person who has left the employment of our advisor or its affiliate within the one-year period following termination of that person's employment with our advisor or any of its affiliates. In addition, during the same time period, we have agreed that we will not intentionally interfere with the relationship of our advisor or any of its affiliates with, or endeavor to entice away from our advisor or any of its affiliates, any person who during the term of the advisory agreement is, or during the preceding one-year period was, a tenant, co-investor, co-developer, joint venture or other customer of our advisor or any of its affiliates.

Berkeley Street Advisor may assign the advisory agreement to an affiliate upon our approval. We may assign or transfer the advisory agreement to a successor entity.

Our Property Manager

We have entered into a property management agreement with Berkeley Street ~~Affordable Housing~~ Property Manager~~, LLC~~, which will be responsible for property management and leasing services for our properties. In some instances, our property manager may contract with an affiliated entity to provide certain property management services requiring state-specific licenses or a non-affiliated third-party property manager to whom our property manager may subcontract its property management duties. ~~[~~Berkeley ~~Entity]~~ Berkeley Street Property Manager has delegated property management responsibilities to EquiAlt Property Management, LLC as sub-property manager. BSREA controls our property manager. See "Prospectus Summary—Organizational Structure" and "Conflicts of Interest."

The principal officers of our property manager are as follows:

Name	Age*	Positions
[ ]Lisa Simonsen	[ ]	Chief Executive Officer
[ ]Craig Gould	[ ]	Chief Operating Officer
Frederick Lim		
Ryan Morfin		

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*As of August 31, 2019.

For more information regarding the background and experience of [ ]and[ ],the officers of our property manager, see "—Executive Officers and Directors" above.

Berkeley Street Affordable Housing Property Manager, LLC was formed in Delaware on [October ,4, 2019]. Consistent with market custom, we will pay our property manager property management fees equal to [10%] of the gross revenues from the single-family residential properties managed by our property manager plus a one-time tenant placement fee equal to the first month's rent. For other property types, including commercial and multifamily, we will pay our property manager property management fees equal to [4.5%] of the gross revenues from the properties managed by our property manager. Our property manager's engagement will not commence with respect to any particular project until we, in our sole discretion, have the ability to appoint or hire our property manager. In the event that we contract directly with a non-affiliated third-party property manager in respect of a property, we will pay our property manager an oversight fee of 0.50% of the gross revenues from the property. In no event will we pay both a property management fee and an oversight fee to our property manager with respect to any particular property.

We will reimburse our property manager for all expenses and liabilities incurred in connection with certain utility and service contracts entered into on our behalf. We will reimburse the costs and expenses incurred by our property manager on our behalf, including the wages and salaries and other employee-related expenses and benefits of all on-site employees of our property manager who are engaged in the operation, management, maintenance and leasing or access of our properties, including taxes, insurance and benefits relating to such employees, costs of technology related to specific properties, and legal, travel and other out-of-pocket expenses that are directly related to the management of specific properties. We will not be obligated to reimburse our property manager for any expense allocable to (i) time spent on properties other than those properties the property manager manages under the property management agreement and (ii) any personnel other than on-site personnel or personnel spending a portion of their working hours (to be charged on a pro rata basis) on-site. We may also reimburse our property manager for certain third-party charges and miscellaneous expenses.

Our property manager may subcontract on-site property management duties to other management companies with experience in the applicable markets that also will be authorized to lease our properties consistent with the leasing guidelines promulgated by our advisor. The information our property manager learns from the local property management companies about the market and residents' needs could assist us in acquiring "off market" properties on attractive terms and/or prices and aiding in resident retention. Our property manager nonetheless will continue to supervise any subcontracted, on-site property managers. Our property manager also will be responsible for paying such subcontractors' fees and expenses. We will have no obligation to make any payments to the subcontractors, unless we and Berkeley Street Affordable Housing Property Manager, LLC otherwise agree in writing. In addition, our property manager may remain directly involved in many property management activities including, leasing decisions, budgeting, vendor relations (especially national vendor relations), selection and provision of professional services and their providers (i.e., accounting, legal, and banking services), and general property-level problem solving. To the extent our property manager directly performs on-site management, it will hire, direct and establish policies for employees who will have direct responsibility for such property's operations, including resident managers and assistant managers, as well as building and maintenance personnel.

Our property manager will use its diligent efforts to investigate, hire, pay, supervise and discharge duly qualified and licensed personnel necessary to be employed by it to properly maintain, operate and lease our properties, including without limitation, a property manager or business manager at such properties. Our property manager will also direct the purchase of equipment and

supplies and will supervise all maintenance activity. Our property manager will continuously consider alternatives to provide the most efficient property management services to us.

Pursuant to separately negotiated agreements, however, our company and our property manager may agree that our property manager will supervise the construction and/or installation of certain capital improvements or other major repairs outside of normal maintenance and repair at any property. In such case, we will pay additional compensation to our property manager pursuant to such separately negotiated agreements. Our property management agreement has an initial term of five years ending in 2023, and is subject to successive five-year renewals. If no party gives written notice to the other at least 30 days prior to the expiration date, then the property management agreement will automatically continue for consecutive two-year periods until terminated by any party by written notice given at least 30 days in advance of such termination. We may also terminate the agreement upon 30 days' prior written notice in the event of willful misconduct, gross negligence or deliberate malfeasance by the property manager. If we materially breach our obligations under the agreement and such breach remains uncured for a period of ten (10) days after written notification of such breach, the property manager may terminate the agreement.

Under our property management agreement, during the term of the agreement and for one year after its termination, we are restricted from soliciting any employee of our property manager or its affiliates or from hiring a prior employee of our property manager or its affiliates within the one-year period following the termination of that person's employment with the property manager or its affiliate.

The principal office of our property manager is located at ~~[2112 W. Kennedy Blvd., Tampa, Florida 33606]~~ One Cowboys Way, Suite 490, Frisco, Texas 75034.

[ADD DISCLOSURE REGARDING EQUIALT PROPERTY MANAGER]

Our Sponsor

~~[Add information for Berkeley Sponsor Entity]~~

Our sponsor is BSREA. See "Management—Executive Officers ~~and Directors~~" for more information regarding the background and experience of the individuals who own and control our sponsor.

Management Decisions

The primary responsibility for the management decisions of Berkeley Street Advisor and its affiliates, including the selection of real estate investments to be recommended to our General Partner, the negotiation for these investments and asset management decisions, will reside in the investment committee formed by our advisor. This responsibility has been delegated to EquiAlt Capital Advisors as our sub-advisor.

MANAGEMENT COMPENSATION

Although we have an executive officer who will manage our operations, we have no paid employees. Our advisor and the real estate professionals at our advisor will manage our day-to-day affairs and our portfolio of real estate investments, subject to our General Partner's supervision. The following table summarizes all of the compensation and fees that we will pay to financial intermediaries, our advisor and its affiliates, including amounts to reimburse their costs in providing services. Selling Commissions and Expenses may vary for different categories of purchasers as described under "Plan of Distribution." This table assumes the maximum Selling Commissions and Expenses (with no discounts to any categories of purchasers). No Selling Commissions and Expenses are payable on Units sold through our distribution reinvestment plan, if we were to create one.

Type of Compensation and Recipient	Determination of Amount	Estimated Amount for Maximum Primary Offering $75,000,000 in Units
	Organization and Offering Stage	
Selling Commissions – Cabot Lodge Securities, LLC	Up to 7% of the purchase price of the Units sold in the offering will be paid to ~~broker-dealers or other licensed professionals~~Cabot Lodge as a selling commission, which will be re-allowed to the selling broker dealer.	$5,250,000
Dealer Manager – Cabot Lodge Securities, LLC	Up to 3% of the purchase price of the Units sold in the offering will be paid to ~~broker~~-Cabot Lodge as a dealer manager fee, a portion of which may be re-allowed to selling broker dealers ~~as an allowance for marketing and due diligence~~.	$2,250,000
Organization and Other Offering Expenses [1]	To date, EquiAlt LLC has paid organization and other offering expenses on our behalf. We will reimburse EquiAlt LLC for these costs and future organization and other offering costs it may incur on our behalf. These organization and other offering expenses include all expenses (other than Selling Commissions and Expenses) to be paid by us in connection with the offering, including our legal, accounting, printing, mailing and filing fees, charges of our advisor or sub-advisor for administrative services related to the issuance of Units in this offering, reimbursement of due diligence expenses of broker-dealers, reimbursement of our advisor or sub-advisor for costs in connection with preparing supplemental sales materials, the cost of training and education meetings held by us (primarily the travel, meal and lodging costs of registered representatives of broker-dealers), attendance and sponsorship fees, wholesaling compensation expenses and travel, meal and lodging costs for registered persons associated with broker-dealers and officers and employees of our affiliates to attend retail seminars conducted by broker-dealers. If we raise the maximum offering amount, we expect our organization and other offering expenses to be [less than 0.5%] of gross offering proceeds; however, there is no limit on the amount of organization and other offering expenses we may incur.	Actual amounts are dependent upon a variety of third-parties, including the Fund's outside legal counsel and accounting professionals; we cannot determine these amounts at the present time.

Type of Compensation and Recipient	Determination of Amount	Estimated Amount for Maximum Primary Offering $75,000,000 in Units
	Acquisition and Development Stage	
Acquisition and Origination Fees – Berkeley Street Advisor	1.5% of the cost of investments acquired by us, or the amount to be funded by us to acquire or originate loans, including any acquisition expenses associated with the purchase of such investment or the acquisition or origination of such loan, and any debt attributable to such investment or loan, plus significant capital expenditures budgeted as of the date of acquisition related to the development, construction or improvement of a real estate property. Acquisition fees calculated based on capital expenditures budgeted as of the date of acquisition shall be paid at the time funds are disbursed pursuant to a final approved budget upon receipt of an invoice by us. Berkeley Street Advisor will pay EquiAlt Capital Advisors 50% of this acquisition fee for assets that are currently held by entities owned by EquiAlt. Berkeley Street Advisor will pay EquiAlt Capital Advisors 100% of this acquisition fee for assets that are currently held by parties other than affiliates of EquiAlt that are brought to the Fund by EquiAlt.	$_____ (assumes maximum offering and no debt)
Acquisition and Origination Expenses	Reimbursement of customary acquisition and origination expenses (including expenses relating to potential investments that we do not close), such as legal fees and expenses (including fees of independent contractor in-house counsel that are not employees of our advisor), costs of due diligence (including, as necessary, updated appraisals, surveys and environmental site assessments), travel and communications expenses, accounting fees and expenses and other closing costs and miscellaneous expenses relating to the acquisition or origination of real estate properties and real estate-related investments. We estimate that these expenses will average approximately 0.6% of the purchase price or origination amount of our investments, excluding fees and expenses associated with such investments.	$_____ (assumes maximum offering and no debt)
	Operational Stage	
Asset Management Fees – Berkeley Street Advisor	A monthly fee equal to one-twelfth of 1.6% of the cost of our investments, less any debt secured by or attributable to our investments. The cost of our real property investments will be calculated as the amount paid or allocated to acquire the real property, plus budgeted capital improvement costs for the development, construction or improvements to the property once such funds are disbursed pursuant to a final approved budget and fees and expenses associated with the purchase of such real property, but excluding acquisition fees paid or payable to our advisor or its affiliates.	Actual amounts are dependent upon the total capital we raise, the cost of our investments and the results of our operations; we cannot determine these amounts at the present time.

Type of Compensation and Recipient	Determination of Amount	Estimated Amount for Maximum Primary Offering $75,000,000 in Units
	The cost of our real estate-related investments and any investments other than real property will be calculated as the lesser of: (x) the amount paid or allocated to acquire, originate or fund the investment, including fees and expenses associated with the acquisition, origination or funding of such investment (but excluding acquisition or origination fees paid or payable to our advisor or its affiliates), and (y) the outstanding principal amount of such investment, including fees and expenses associated with the acquisition, origination or funding of such investment (but excluding acquisition or origination fees paid or payable to our advisor or its affiliates). In the case of investments made through joint ventures, the asset management fee will be determined based on our proportionate share of the underlying investment.	
Other Operating Expenses – Berkeley Street Advisor and EquiAlt Property Management	We may reimburse the expenses incurred by our advisor and sub-advisor in connection with its provision of services to us, including our allocable share of our advisor's overhead, such as rent, employee costs, utilities and IT costs. Our advisor or sub-advisor may seek reimbursement for employee costs under the advisory agreement. However, we will not reimburse our advisor, sub-advisor, or their affiliates for employee costs in connection with services for which our advisor earns acquisition or origination fees or disposition fees (other than reimbursement of travel and communication expenses) or for the salaries or benefits our advisor, sub-advisor, or their affiliates may pay to our named executive officers. We will reimburse our property manager for all expenses and liabilities incurred in connection with certain utility and service contracts entered into on our behalf. We will reimburse the costs and expenses incurred by our property manager on our behalf, including the wages and salaries and other employee-related expenses and benefits of all on-site employees of our property manager who are engaged in the operation, management, maintenance and leasing or access of our properties, including taxes, insurance and benefits relating to such employees, costs of technology related to specific properties, and legal, travel and other out-of-pocket expenses that are directly related to the management of specific properties. We will not be obligated to reimburse our property manager for any expense allocable to (i) time spent on properties other than those properties the property manager manages under the property management agreement and (ii) any personnel other than on-site personnel or personnel spending a portion of their working hours (to be charged on a pro rata basis) on-site. We may also reimburse our property manager for certain third-party charges and miscellaneous expenses.	Actual amounts are dependent upon the results of our operations; we cannot determine these amounts at the present time.

Type of Compensation and Recipient	Determination of Amount	Estimated Amount for Maximum Primary Offering $75,000,000 in Units
Property Management Fee – [Berkeley Street Property Manager] and EquiAltEquiAlt Property Management	A monthly management fee equal to the following: (a) for any single-family residential property, (i) [10%] of gross revenues for each such property for such month payable monthly in arrears, and (ii) the first month's rent payment for any property for which property manager has placed a new tenant, plus (b) for any property that is not a single-family residence, including multifamily and commercial properties, [4.5%] of gross revenues for each such property for such month payable monthly in arrears. "Gross revenues" means all amounts actually collected as rents or other charges for use and occupancy of properties, whether residential or commercial, and concessionaires (if any) in respect of each property, including furniture rental, parking fees, forfeited security deposits, application fees, late charges, income from coin operated machines, proceeds from rental interruption insurance, and other miscellaneous income collected at each property; but shall exclude all other receipts, including but not limited to, income derived from interest on investments or otherwise, proceeds of claims on account of insurance policies (other than rental interruptions insurance), abatement of taxes, and awards arising out of eminent domain proceedings, discounts and dividends on insurance policies. [Berkeley Street Property Manager] will pay EquiAlt Property Management 100% of the property management fees allocable to any properties that EquiAlt Property Management is actively managing.	Actual amounts are dependent upon the results of our operations; we cannot determine these amounts at the present time.
Oversight Fee – Berkeley Street Property Manager and EquiAlt Property Management	If we hire a third-party property manager not affiliated with the property manager in respect of a property for which we, in our sole discretion, have the ability to appoint or hire the property manager, we will pay the property manager an oversight fee equal to 0.50% of gross revenues of such property. Berkeley Street Property Manager will pay EquiAlt Property Management 50% of the property management fees allocable to any properties that are managed by a third party and subject to oversight by EquiAlt Property Management.	Actual amounts are dependent upon the results of our operations; we cannot determine these amounts at the present time.
	Liquidation	
Disposition Fees– Berkeley Street Advisor and EquiAlt Capital Advisors or their affiliates	In connection with the sale of our assets, which includes the sale of a single asset or the sale of all or a portion of our assets through a portfolio sale, merger or business combination transaction, we will pay our advisor or its affiliates a percentage of the contract sales price of the assets sold (including residential or commercial mortgage-backed securities issued by a subsidiary of ours as part of a securitization transaction). For dispositions with a contract sales price less than or equal to $1.5 billion, the disposition fee will equal 1.5% of the contract sales price. For dispositions with a contract sales price greater than $1.5 billion, the disposition fee will equal 1.5% of the first $1.5 billion of the	Actual amounts are dependent upon the results of our operations; we cannot determine these amounts at the present time.

Type of Compensation and Recipient	Determination of Amount	Estimated Amount for Maximum Primary Offering $75,000,000 in Units
	contract sales price, plus 1.1% of the amount of the contract sales price in excess of $1.5 billion. Provided, however, that upon commencement of an initial public offering, the disposition fees paid to our advisor, sub-advisor, their affiliates and unaffiliated third parties may not exceed 6% of the contract sales price. We will not pay a disposition fee upon the maturity, prepayment or workout of a loan or other debt-related investment, provided that if we negotiate a discounted payoff with the borrower, we will pay a disposition fee and if we take ownership of a property as a result of a workout or foreclosure of a loan, we will pay a disposition fee upon the sale of such property. We do not intend to sell assets to affiliates. However, if we do sell assets to an affiliate, our organizational documents would not prohibit us from paying our advisor a disposition fee. Although we are most likely to pay disposition fees during our liquidation stage, these fees may also be incurred during our operational stage. Any disposition fee will be split equally between Berkeley Street Advisor and EquiAlt Capital Advisors.	

EQUITY OWNERSHIP

The following table shows, as of the date of this memorandum, the amount of our Units beneficially owned (unless otherwise indicated) by (i) any person who is known by us to be the beneficial owner of more than 5% of the outstanding our Units, (ii) each of our key principals, and (iii) all of our key principals as a group.

Name of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of All Units
_____	_____	____%
_____	_____	____%
_____	_____	____%

CONFLICTS OF INTEREST – BERKELEY STREET ADVISOR

We are subject to various conflicts of interest arising out of our relationship with our sub-advisor, Berkeley Street Advisor, and its affiliates.

~~*[ADD CONFLICTS INFORMATION FOR BERKELEY STREET ADVISOR]*~~General

Lisa Simonsen, _____ of Berkeley Street Advisor and Berkeley Street Property Manager, is also the principal of The Simonsen Group at Douglas Elliman Real Estate in New York City, and as a result will not be spending all of her time and effort at Berkeley Street Advisor.

Ryan A. Morfin, Managing Director at BSREA and _____ at Berkeley Street Advisor and Berkeley Street Property Manager, has an indirect ownership interest in BSREA and is also a registered representative of Cabot Lodge, the dealer manager for the Offering. Mr. Morfin is also the Chief Executive Officer of, and has an indirect ownership interest in, WMS, the indirect 100% owner of Cabot Lodge and PKSI and is one of three (3) managers of WMS. As such, Mr. Morfin may receive an indirect economic benefit from the sale of Units by Cabot Lodge or PKSI.

Craig Gould, Managing Director at BSREA and _____ at Berkeley Street Advisor and Berkeley Street Property Manager, has an indirect ownership interest in BSREA. Mr. Gould is also the Chief Executive Officer, and a registered representative of, Cabot Lodge, is the Chief Executive Officer of Cabot Lodge, is the President of, and has an indirect ownership interest in, WMS. As such, potential investors in Units should be aware that Mr. Gould may receive an indirect economic benefit from the sale of Units by Cabot Lodge or PKSI.

Frederick Lim, Managing Director at BSREA and _____ at Berkeley Street Advisor and Berkeley Street Property Manager, is also a registered representative of Cabot Lodge and has an indirect ownership interest in WMS. As such, potential investors in Units should be aware that Mr. Lim may receive an indirect economic benefit from the sale of Units by Cabot Lodge or PKSI.

Our executive officers are also officers, directors, managers, key professionals and/or holders of a direct or indirect controlling interest in our advisor and/or the sponsors of or directly in other BSREA-sponsored programs. These individuals have legal and financial obligations with respect to those programs that are similar to their obligations to us. In the future, these individuals and other affiliates of our advisor may organize other BSREA-sponsored programs and acquire for their own account real estate investments that may be suitable for us.

Existing and future BSREA-sponsored programs and the management personnel of Berkley Street Advisor generally are not and will not be prohibited from engaging, directly or indirectly, in any business or from possessing interests in any other business venture or ventures, including businesses and ventures involved in the acquisition, origination, development, ownership, leasing or sale of real estate-related investments.

In addition, we may enter into joint venture agreements with other current or future BSREA-sponsored programs or affiliated entities for the acquisition, development or improvement of properties or other investments. Berkeley Street Advisor and its affiliates may have some of the same executive officers, and other key professionals; and these persons will face conflicts of interest in structuring the terms of the relationship between our interests and the interests of the BSREA-affiliated co-venturer and in managing the joint venture. Any joint venture agreement or transaction between us and a BSREA-affiliated co-venturer will not have the benefit of arm's-length negotiation of the type normally conducted between unrelated co-venturers. The BSREA-affiliated co-venturer may have economic or business interests or goals that are or may become inconsistent with our business interests or goals. These co-venturers may thus benefit to our and your detriment.

We rely on our officers, our advisor and the key professionals that our advisor retains, to provide services to us for the day-to-day operation of our business. As a result of their interests in other BSREA-sponsored programs, their obligations to the advisor and the Fund, and the fact that they engage in and will continue to engage in other business activities on behalf of themselves and others, they may face conflicts of interest in allocating their time among such endeavors. In addition, Berkeley Street Advisor and its affiliates share many of the same key professionals. During times of intense activity in other programs and ventures, these individuals may devote less time and fewer resources to our business than are necessary or appropriate to manage our business. Furthermore, some or all of these individuals may become employees of another BSREA-sponsored program in an internalization transaction or, if we internalize our advisor, may not become our employees as a result of their relationship with other BSREA-sponsored programs or their other business activities. If these events occur, the returns on our investments, and the value of our unitholders' investment, may decline.

Our sponsor believes that our executive officers and the other key professionals have sufficient time to discharge fully their responsibilities to us and to the other businesses in which they are involved. We believe that our affiliates and executive officers will

devote the time required to manage our business and expect that the amount of time a particular executive officer or affiliate devotes to us will vary during the course of the year and depend on our business activities at the given time. Because we have not commenced operations, it is difficult to predict specific amounts of time an executive officer or affiliate will devote to us. We expect that our executive officers and affiliates will generally devote more time to programs raising and investing capital than to programs that have completed their offering stages, though from time to time each program will have its unique demands.

Receipt of Fees and Other Compensation by Berkeley Street Advisor and its Affiliates

Berkeley Street Advisor and its affiliates will receive substantial fees as advisor, which fees will not be negotiated at arm's length. These fees could influence our advisor's advice to us as well as the judgment of its affiliates, some of whom also serve as our executive officers. Among other matters, these compensation arrangements could affect their judgment with respect to:

- the continuation, renewal or enforcement of our agreements with Berkeley Street Advisor and its affiliates, including the advisory agreement and the property management agreement;
- offerings of equity by us, which will likely entitle Berkeley Street Advisor to increased acquisition and origination fees and asset management fees;
- sales of real estate investments, which will entitle Berkeley Street Advisor to disposition fees and possible subordinated incentive fees;
- acquisitions of real estate investments, which will entitle Berkeley Street Property Management to property management fees and oversight fees and will entitle Berkeley Street Advisor to acquisition or origination fees based on the cost of the investment and asset management fees based on the cost of the investment, and not based on the quality of the investment or the quality of the services rendered to us, which may influence our advisor to recommend riskier transactions to us and/or transactions that are not in our best interest and, in the case of acquisitions of investments from other BSREA-sponsored programs, which might entitle affiliates of Berkeley Street Advisor to disposition fees and possible subordinated incentive fees in connection with its services for the seller; and
- whether and when we seek to sell the company or its assets, which sale could entitle Berkeley Street Advisor to disposition fees or a subordinated incentive fee and terminate the asset management fee, property management fee and oversight fee.

Our General Partner's Loyalties to Future BSREA-sponsored programs

Our executive officers are also involved with, or have a controlling interest in, BSREA and its affiliates. This may influence the judgment of our advisor when considering issues for us that also may affect other future BSREA-sponsored programs, such as the following:

- Under the terms of the advisory agreement, our advisor is required to present to us our fair share of investment opportunities. If our advisor is not presenting a sufficient number of investment opportunities to us because it is presenting many opportunities to other BSREA-sponsored programs or if our advisor is giving preferential treatment to other BSREA-sponsored programs in this regard, our General Partner may not be well-suited to enforce our rights under the terms of the advisory agreement or to seek a new advisor.
- We could enter into transactions with other BSREA-sponsored programs, such as property sales, acquisitions or financing arrangements. Such transactions might entitle our advisor or its affiliates to fees and other compensation from both parties to the transaction. For example, acquisitions from other BSREA-sponsored programs might entitle our advisor or its affiliates to disposition fees and possible subordinated incentive fees in connection with its services for the seller in addition to acquisition or origination fees and other fees that we might pay to our advisor in connection with such transaction. Similarly, property sales to other BSREA-sponsored programs might entitle our advisor or its affiliates to acquisition or origination fees in connection with its services to the purchaser in addition to disposition and other fees that we might pay to our sub-advisor in connection with such transaction.
- A decision by our General Partner regarding the timing of a debt or equity offering could be influenced by concerns that the offering would compete with offerings of other BSREA-sponsored programs.
- A decision by our advisor regarding the timing of property sales could be influenced by concerns that the sales would compete with those of other BSREA-sponsored programs.

Fiduciary Duties Owed by Some of Our Affiliates to Our Advisor and Our Advisor's Affiliates

All of the executive officers and the key real estate professionals at our advisor are also officers, directors, managers, key professionals and/or holders of a direct or indirect controlling interest in or for BSREA and its affiliates.

As a result, they may owe fiduciary duties to BSREA and its affiliates, their owners, members and limited partners. These fiduciary duties may from time to time conflict with the duties that they owe to us.

CONFLICTS OF INTEREST – EQUIALT CAPITAL ADVISORS

We are subject to various conflicts of interest arising out of our relationship with our sub-advisor, EquiAlt Capital Advisors, and its affiliates.

Our Affiliates' Interests in Other EquiAlt-sponsored programs

General

Our executive officer and other key real estate professionals at our sub-advisor are also officers, directors, managers, key professionals and/or holders of a direct or indirect controlling interest in our sub-advisor and/or the sponsors of or directly in other EquiAlt-sponsored programs. These individuals have legal and financial obligations with respect to those EquiAlt-sponsored programs that are similar to their obligations to us. In the future, these individuals and other affiliates of our sub-advisor may organize other EquiAlt-sponsored programs and acquire for their own account real estate investments that may be suitable for us.

Conflicts of interest may arise between us and the programs that have not yet been liquidated and between us and future programs.

Allocation of Investment Opportunities

We rely on the real estate professionals of our sub-advisor to identify suitable investments. EquiAlt Fund I, EquiAlt Fund II, EA SIP, and EquiAlt REIT rely on many of these same professionals. Messrs. Davison and Rybicki and other real estate professionals at EquiAlt Capital Advisors are also the key real estate professionals at EquiAlt, LLC and its affiliates, the sponsors to the private EquiAlt-sponsored programs. As such, other EquiAlt-sponsored programs that are seeking investment opportunities as of the date of this memorandum all rely on many of the same professionals, as will future programs. Many investment opportunities that are suitable for us may also be suitable for other EquiAlt-sponsored programs.

Our acquisition stage will overlap to some extent with EquiAlt Fund I, EquiAlt Fund II, EA SIP, and EquiAlt REIT. We expect EA SIP and EquiAlt REIT to continue to raise offering proceeds at the same time we are conducting this offering.

When the EquiAlt real estate professionals direct an investment opportunity to any EquiAlt-sponsored program they, ~~in their sole discretion~~subject to oversight by Berkeley Street Advisor, will offer the opportunity to the program for which the investment opportunity is most suitable based on the investment objectives, portfolio and criteria of each program. As a result, these EquiAlt real estate professionals could direct attractive investment opportunities to other entities.

Competition for Tenants and Others

Conflicts of interest may exist to the extent that we acquire properties in the same geographic areas where other EquiAlt-sponsored programs or affiliated entities own properties. In such a case, a conflict could arise in the leasing of properties in the event that we and another EquiAlt-sponsored program or affiliated entity were to compete for the same tenants in negotiating leases, or a conflict could arise in connection with the resale of properties in the event that we and another EquiAlt-sponsored program or affiliated entity were to attempt to sell similar properties at the same time. See "Risk Factors—Risks Related to Conflicts of Interest." Conflicts of interest may also exist at such time as we or EquiAlt Capital Advisors seek to employ developers, contractors, building managers or other third parties. Our sub-advisor and the advisors of other EquiAlt-sponsored programs and affiliated entities will seek to reduce conflicts that may arise with respect to properties available for sale or rent by making prospective purchasers or tenants aware of all such properties. Our sub-advisor and the advisors of other EquiAlt-sponsored programs and affiliated entities will also seek to reduce conflicts relating to the employment of developers, contractors or building managers by making prospective service providers aware of all properties in need of their services. However, our sub-advisor and the other EquiAlt-sponsored programs and affiliated entities cannot fully avoid these conflicts because they may establish differing terms for resales or leasing of the various properties or differing compensation arrangements for service providers at different properties.

Joint Ventures with Affiliates

We may enter into joint ventures with EquiAlt Capital Advisors, any of our officers or directors or any of their affiliates for the acquisition, development or improvement of properties or other investments if a majority of the General Partner (including a majority of the members of the conflicts committee) not otherwise interested in the transactions concludes that the transaction is fair and reasonable to us and on substantially the same terms and conditions as those received by other joint venturers. EquiAlt Capital Advisors, our sub-advisor, and its affiliates have some of the same executive officers, affiliated directors and other key real estate and debt finance professionals; and these persons will face conflicts of interest in structuring the terms of the relationship between our interests and the interests of the EquiAlt-affiliated co-venturer and in managing the joint venture. Any joint venture agreement or transaction between us and aan EquiAlt-affiliated co-venturer will not have the benefit of arm's-length negotiation of the type normally conducted between unrelated co-venturers. The EquiAlt-affiliated co-venturer may have economic or business interests or

goals that are or may become inconsistent with our business interests or goals. These co-venturers may thus benefit to our and your detriment

Allocation of Our Affiliates' Time

We rely on EquiAlt Capital Advisors and the key real estate, debt finance, management and accounting professionals our sub-advisor has assembled, including Messrs. Davison and Rybicki, for the day-to-day operation of our business. EquiAlt Fund I, EquiAlt Fund II, EA SIP, and EquiAlt REIT rely on many of the same real estate, debt finance, management and accounting professionals, as will future EquiAlt-sponsored programs. Further, our officers and directors are also officers and/or directors of some or all of the other private EquiAlt-sponsored programs. As a result of their interests in other EquiAlt-sponsored programs and the fact that they engage in and they will continue to engage in other business activities on behalf of themselves and others, Messrs. Davison and Rybicki will face conflicts of interest in allocating their time among us, EquiAlt Capital Advisors, other EquiAlt-sponsored programs and other business activities in which they are involved. In addition, EquiAlt Capital Advisors and their affiliates share many of the same key real estate, debt finance, management and accounting professionals. Our executive officers and the key real estate, debt finance, management and accounting professionals affiliated with our sponsor who provide services to us are not obligated to devote a fixed amount of their time to us.

Our sponsor believes that our executive officers and the other key professionals have sufficient time to discharge fully their responsibilities to us and to the other businesses in which they are involved. We believe that our affiliates and executive officers will devote the time required to manage our business and expect that the amount of time a particular executive officer or affiliate devotes to us will vary during the course of the year and depend on our business activities at the given time. Because we have not commenced operations, it is difficult to predict specific amounts of time an executive officer or affiliate will devote to us. We expect that our executive officers and affiliates will generally devote more time to programs raising and investing capital than to programs that have completed their offering stages, though from time to time each program will have its unique demands. Because many of the operational aspects of EquiAlt-sponsored programs are very similar, there are significant efficiencies created by the same team of individuals at our sub-advisor providing services to multiple programs.

Receipt of Fees and Other Compensation by EquiAlt Capital Advisors and its Affiliates

EquiAlt Capital Advisors and its affiliates will receive substantial fees ~~from us~~as sub-advisor, which fees will not be negotiated at arm's length. These fees could influence our sub-advisor's advice to us as well as the judgment of its affiliates, some of whom also serve as our executive officers and directors, and the key real estate, debt finance, management and accounting professionals at our sub-advisor. Among other matters, these compensation arrangements could affect their judgment with respect to:

- the continuation, renewal or enforcement of our agreements with EquiAlt Capital Advisors and its affiliates, including the advisory agreement and the property management agreement;
- offerings of equity by us, which will likely entitle EquiAlt Capital Advisors to increased acquisition and origination fees and asset management fees;
- sales of real estate investments, which will entitle EquiAlt Capital Advisors to disposition fees and possible subordinated incentive fees;
- acquisitions of real estate investments, which will entitle EquiAlt Property Management to property management fees and oversight fees and will entitle EquiAlt Capital Advisors to acquisition or origination fees based on the cost of the investment and asset management fees based on the cost of the investment, and not based on the quality of the investment or the quality of the services rendered to us, which may influence our sub-advisor to recommend riskier transactions to us and/or transactions that are not in our best interest and, in the case of acquisitions of investments from other EquiAlt-sponsored programs, which might entitle affiliates of EquiAlt Capital Advisors to disposition fees and possible subordinated incentive fees in connection with its services for the seller; and
- whether and when we seek to sell the company or its assets, which sale could entitle EquiAlt Capital Advisors to disposition fees or a subordinated incentive fee and terminate the asset management fee, property management fee and oversight fee.

Our ~~General Partner's~~Sub-Advisor's Loyalties to EquiAlt Fund I, EquiAlt Fund II, EA SIP, EquiAlt REIT and Possibly to Future EquiAlt-sponsored programs

The manager of ~~our General Partner~~EquiAlt Capital Advisors, Brian Davison, is also a key professional involved with, or a controlling interest holder of, EquiAlt Fund I, EquiAlt Fund II, EA SIP and EquiAlt REIT. This may influence the judgment of ~~our~~

~~General Partner~~sub-advisor when considering issues for us that also may affect other EquiAlt-sponsored programs, such as the following:

- Under the terms of the advisory agreement, our sub-advisor is required to present to us our fair share of investment opportunities. If our sub-advisor is not presenting a sufficient number of investment opportunities to us because it is presenting many opportunities to other EquiAlt-sponsored programs or if our sub-advisor is giving preferential treatment to other EquiAlt-sponsored programs in this regard, our General Partner may not be well-suited to enforce our rights under the terms of the advisory agreement or to seek a new advisor.
- We could enter into transactions with other EquiAlt-sponsored programs, such as property sales, acquisitions or financing arrangements. Such transactions might entitle our sub-advisor or its affiliates to fees and other compensation from both parties to the transaction. For example, acquisitions from other EquiAlt-sponsored programs might entitle our sub-advisor or its affiliates to disposition fees and possible subordinated incentive fees in connection with its services for the seller in addition to acquisition or origination fees and other fees that ~~we~~it might ~~pay to~~receive as our sub-advisor in connection with such transaction. Similarly, property sales to other EquiAlt-sponsored programs might entitle our sub-advisor or its affiliates to acquisition or origination fees in connection with its services to the purchaser in addition to disposition and other fees that ~~we~~our sub-advisor might ~~pay to our sub-advisor~~receive from the Fund in connection with such transaction. ~~Decisions of our General Partner regarding the terms of these~~ Any such transactions ~~may~~would be ~~influenced by our General Partner's loyalties to such other EquiAlt-sponsored programs~~subject to the oversight and approval of Berkeley Street Advisor.
- A ~~decision of our General Partner~~recommendation by EquiAlt Capital Advisors regarding the timing of a debt or equity offering could be influenced by concerns that the offering would compete with offerings of other EquiAlt-sponsored programs.
- A recommendation or decision ~~of our General Partner~~by EquiAlt Capital Advisors regarding the timing of property sales could be influenced by concerns that the sales would compete with those of other EquiAlt-sponsored programs.

Fiduciary Duties Owed by Some of Our Affiliates to Our Sub-advisor and Our Sub-advisor's Affiliates

All of ~~our~~the executive officers~~, our directors~~ and the key real estate professionals at our sub-advisor are also officers, directors, managers, key professionals and/or holders of a direct or indirect controlling interest in or for:

- EquiAlt Capital Advisors, our sub-advisor;
- EquiAlt Property Management, our sub-property manager; and
- other EquiAlt-sponsored programs (see the "Prior Performance Summary" section of this memorandum).

As a result, they owe fiduciary duties to each of these EquiAlt-sponsored programs, their unitholders, members and limited partners. These fiduciary duties may from time to time conflict with the duties that they owe to us.

INVESTMENT OBJECTIVES AND CRITERIA

General

We intend to acquire and manage a diverse portfolio of real estate investments. We may make our investments through the acquisition of individual assets or by acquiring portfolios of assets. We may incur debt if our advisor or our General Partner deem it advisable and in our best interest. We plan to diversify our portfolio by geographic region, investment size and investment risk with the goal of acquiring a portfolio of income-producing assets that provides attractive and stable returns to our investors. Our primary investment objectives are:

- to preserve and return our unitholders' capital contribution; and
- to maintain our status as a Qualified Opportunity Fund.

We will also seek to realize growth in the value of our investments by timing asset sales to maximize their value.

We may return all or a portion of our unitholders' capital contribution in connection with the sale of the company or the assets we acquire or upon the maturity or payoff of our debt investments. Alternatively, and subject to the risks disclosed in the "Risk Factors" section of this memorandum, our unitholders may be able to obtain a return of all or a portion of their capital contribution in connection with the sale of their Units.

It is currently contemplated that upon the ten-year anniversary of this fund, our General Partner will begin to explore and evaluate various strategic options to provide our unitholders with liquidity of their investment, either in whole or in part. These options may include, but are not limited to, (i) our sale, merger or other transaction in which our unitholders either receive, or have the option to receive, cash, securities redeemable for cash, and/or securities of a publicly traded company, and (ii) a sale of all or substantially all of our assets where our unitholders either receive, or have the option to receive, cash or other consideration. We do not know at this time what circumstances will exist in the future and therefore we do not know what factors our General Partner will consider in determining whether to pursue a liquidity event in the future. Therefore, we have not established any pre-determined criteria. We are not required, by our partnership agreement or otherwise, to pursue a liquidity event or any transaction to provide liquidity to our unitholders.

Our General Partner may revise our investment policies, which we describe in more detail below, without the approval of our unitholders.

Acquisition and Investment Policies

Primary Investment Focus

We intend to focus our investment activities on, and use the proceeds raised during our offering stage principally for, the acquisition and management of a diverse portfolio of real estate investments, consisting primarily of assets within Opportunity Zones. We may invest in single family residential properties, multifamily properties, resorts, mixed use, industrial property and commercial properties. We plan to diversify our portfolio by geographic region, investment size and investment risk with the goal of acquiring a portfolio of income-producing real estate investments that provides attractive and stable returns to our investors. As part of our unique approach, we may invest in enhanced-return properties, which are higher-yield than core real estate properties. Examples of enhanced-return properties that we may acquire and reposition include properties with moderate vacancies; poorly managed and positioned properties; properties owned by distressed sellers; and built-to-suit properties.

Although this is our plan as of the date of this memorandum, we may make adjustments to our target portfolio based on real estate market conditions and investment opportunities. We will not forego a good investment because it does not precisely fit our expected portfolio composition. We believe that we are most likely to meet our investment objectives through the careful selection and underwriting of assets. When making an acquisition, we will emphasize the performance and risk characteristics of that investment, how that investment will fit with our portfolio-level performance objectives, the other assets in our portfolio and how the returns and risks of that investment compare to the returns and risks of available investment alternatives. Thus, to the extent that our advisor presents us with what we believe to be good investment opportunities that allow us to meet the Qualified Opportunity Fund requirements under the Internal Revenue Code, our portfolio composition may vary from what we initially expect. However, we will attempt to construct a portfolio that produces stable and attractive returns by spreading risk across different real estate investments.

Investments in Real Properties

We intend to target properties that will require a substantial level of additional investment for capital expenditures and tenant improvement costs in order to satisfy the federal tax code requirements to be a Qualified Opportunity Fund.

We will generally hold fee title in the properties we acquire. We may also invest in or acquire operating companies or other entities that own and operate assets that meet our investment objectives. We will make investments in other entities when we consider it more efficient to acquire an entity that already owns assets meeting our investment objectives than to acquire such assets directly. We may also participate with other entities (including affiliated entities) in property ownership through joint ventures, limited liability companies, partnerships and other types of common ownership.

Our advisor intends to diversify our real estate property investments by investment type, geographic region and investment size. We will focus on markets where EquiAlt-affiliated entities have an established market presence, market knowledge and access to potential investments, as well as an ability to direct property management and leasing operations efficiently. We will review and change our target markets periodically in response to changing market opportunities and to maintain a diverse portfolio. Economic and real estate market conditions vary widely both region to region and among different property types within each region and submarket, and we intend to spread our investments both across regions and among the submarkets within regions.

We generally intend to hold our real estate properties for five to seven years. However, economic and market conditions may influence us to hold our properties for different periods of time. We may sell an asset before the end of the expected holding period if we believe that market conditions and asset positioning have maximized its value to us or the sale of the asset would otherwise be in the best interests of our unitholders.

Conditions to Closing Real Property Investments. Our sub-advisor will perform a diligence review on each property that we purchase. We will not close the purchase of any property unless we are generally satisfied with the environmental status of the property. For any multifamily, resort or commercial properties, our acquisitions will also be supported by an appraisal prepared by a competent, independent appraiser who is a member-in-good standing of the Appraisal Institute. We will also generally seek to condition our obligation to close the purchase of any investment on the delivery of certain documents from the seller or developer. Such documents include, where available:

- plans and specifications;
- surveys;
- evidence of readily transferable title to the proposed investment property, subject to such liens and encumbrances as are acceptable to Berkeley Street Advisor;
- title insurance policies; and
- financial statements covering recent operations of properties that have operating histories.

Tenant Improvements. We anticipate that tenant improvements required at the time of our acquisition of a property will be funded from our offering proceeds.

Terms of Leases. We expect that the vast majority of the leases we enter into will include provisions that increase the amount of base rent payable at various points during the lease term. However, the terms and conditions of any leases we acquire as part of an acquisition of a property or into which we enter with respect to the properties we acquire may vary substantially from those described.

Tenant Creditworthiness. We will execute new tenant leases and tenant lease renewals, expansions and extensions with terms dictated by the current submarket conditions and the verifiable creditworthiness of each particular tenant. We will use a number of industry credit rating services to determine the creditworthiness of potential tenants and any personal guarantor or corporate guarantor of each potential tenant. The reports produced by these services will be compared to the relevant financial data collected from these parties before consummating a lease transaction. Relevant financial data from potential tenants and guarantors includes income statements and balance sheets for the current year and for prior periods, net worth or cash flow statements of guarantors and other information we deem relevant.

Real Estate-Related Investments

We may allocate a small percentage of our portfolio to real estate-related investments including mortgage, mezzanine, bridge and other loans; debt, including mortgage-backed securities; equity securities such as common stock, preferred stocks and convertible preferred securities of other real estate funds and companies.

Acquisitions and Originations of Loans

We may make investments in real estate-related loans, including first and second mortgage loans, mezzanine loans, bridge loans, convertible mortgages, wraparound mortgage loans, construction mortgage loans and participations in such loans. We may structure, underwrite and originate some of the debt products in which we invest. Our underwriting process will involve comprehensive financial, structural, operational and legal due diligence to assess the risks of investments so that we can optimize

pricing and structuring. By originating loans directly, we will be able to efficiently structure a diverse range of products. For instance, we may sell some components of the debt we originate while retaining attractive, risk-adjusted strips of the debt for ourselves. Our advisor will source our debt investments. We will pay our advisor origination fees for loans that we acquire or originate as well as asset management fees for the loans that we hold for investment.

We may sell some of the loans (or portions of the loans after separating them into tranches) that we originate to third parties for a profit. We expect to hold other loans (or portions of loans) for investment.

We will fund the loans we originate with proceeds from our offerings.

Described below are some of the types of loans we may originate or acquire:

Mortgage Loans. We may originate or acquire mortgage loans structured to permit us to (i) retain the entire loan or (ii) sell or securitize the lower yielding senior portions of the loan and retain the higher yielding subordinate investment (or vice-versa). We expect these loans to be secured by commercial or residential properties and generally range in size from $500,000 to $5 million, with exceptions, such as high-quality loans with low loan-to-value ratios. We may also acquire seasoned mortgage loans in the secondary market secured by single assets as well as portfolios of performing and sub-performing loans that were originated by third-party lenders such as banks, life insurance companies and other owners.

Second Mortgages. We may invest in second mortgages, which are loans secured by second deeds of trust on real property that is already subject to prior mortgage indebtedness, in an amount which, when added to the existing indebtedness, does not generally exceed 75% of the appraised value of the mortgage property.

Mezzanine Loans. The mezzanine loans we may originate or acquire will generally take the form of subordinated loans secured by a pledge of the ownership interests of an entity that directly or indirectly owns real property. We may hold senior or junior positions in mezzanine loans, such senior or junior position denoting the particular leverage strip that may apply.

We may require other collateral to provide additional security for mezzanine loans, including letters of credit, personal guarantees or collateral unrelated to the underlying property. We may structure our mezzanine loans so that we receive a stated fixed or variable interest rate on the loan as well as a percentage of gross revenues and a percentage of the increase in the fair market value of the underlying property, payable upon maturity of the loan, or upon the refinancing or sale of the underlying property. Our mezzanine loans may also have prepayment lockouts, penalties, minimum profit hurdles and other mechanisms to protect and enhance returns in the event of premature repayment.

These investments typically range in size, have terms from two to ten years and bear interest at a rate of 275 to 800 basis points over the applicable interest rate index. Mezzanine loans may have maturities that match the maturity of the related mortgage loan but also may have shorter terms. Mezzanine loans usually have loan-to-value ratios between 66% and 90%.

These types of investments generally involve a lower degree of risk than an equity investment in an entity that owns real property because the mezzanine investment is generally secured by the ownership interests in the property-owning entity and, as a result, is senior to the equity. Upon a default by the borrower under the mezzanine loan, the mezzanine lender generally can take immediate control and ownership of the property-owning entity, subject to the senior mortgage on the property that stays in place in the event of a mezzanine default and change of control of the borrower.

These types of investments involve a higher degree of risk relative to the long-term senior mortgage secured by the underlying real property because the investment may become unsecured as a result of foreclosure by the senior lender. In the event of a bankruptcy of the entity providing the pledge of its ownership interests as security, the mezzanine lender may not have full recourse to the assets of such entity, or the assets of the entity may not be sufficient to satisfy the mezzanine loan. If a borrower defaults on a mezzanine loan or debt senior to a mezzanine loan, or in the event of a borrower bankruptcy, the mezzanine loan will be satisfied only after the senior debt.

Bridge Loans. We may offer bridge financing products to borrowers who are typically seeking short-term capital to be used in an acquisition, development or refinancing of a given property. From the borrower's perspective, shorter term bridge financing is advantageous because it allows time to improve the property value through repositioning without encumbering it with restrictive long-term debt. The terms of these loans generally do not exceed three years.

Convertible Mortgages. Convertible mortgages are similar to equity participations. We may invest in and/or originate convertible mortgages if our directors conclude that we may benefit from the cash flow or any appreciation in the value of the subject property.

Wraparound Mortgages. A wraparound mortgage loan is secured by a wraparound deed of trust on a real property that is already subject to prior mortgage indebtedness, in an amount which, when added to the existing indebtedness, does not generally

exceed 75% of the appraised value of the mortgage property. A wraparound loan is one or more junior mortgage loans having a principal amount equal to the outstanding balance under the existing mortgage loan, plus the amount actually to be advanced under the wraparound mortgage loan. Under a wraparound loan, we would generally make principal and interest payments on behalf of the borrower to the holders of the prior mortgage loans.

Construction Loans. Construction loans are loans made for either original development or renovation of real property. Construction loans in which we would generally consider an investment would be secured by first deeds of trust on real property for terms of six months to two years.

Loans on Leasehold Interests. Loans on leasehold interests are secured by an assignment of the borrower's leasehold interest in the particular real property. These loans are generally for terms of six months to 15 years. Leasehold interest loans are either amortized over a period that is shorter than the lease term or have a maturity date prior to the date the lease terminates. These loans would generally permit us to cure any default under the lease.

Fund Level or Corporate Level Debt. We may invest in various real estate ventures by providing financing to or purchasing the debt obligations of funds or corporate entities with a primary focus on the commercial real estate and real estate finance industries. We do not expect such investments would exceed 10% of the proceeds raised during our offering stage, assuming we raise substantial proceeds during our offering stage.

Participations. Participation investments are investments in partial interests of loans of the type described above that are made and administered by third-party lenders.

Underwriting Loans. Upon commencement of an initial public offering, our charter would require that we not make or invest in mortgage loans unless we obtain an appraisal concerning the underlying property, except for mortgage loans insured or guaranteed by a government or government agency. We would maintain each appraisal in our records for at least five years and make it available during normal business hours for inspection and duplication by any unitholder at such unitholder's expense. In addition to the appraisal, regardless of whether we have commenced an initial public offering, we will seek to obtain a customary lender's title insurance policy or commitment as to the priority of the mortgage or condition of the title.

In evaluating prospective acquisitions and originations of loans, our management and our advisor will consider factors such as the following:

- the ratio of the amount of the investment to the value of the underlying property;
- the amount of existing debt on the underlying property and the priority thereof relative to our prospective investment;
- the underlying property's potential for capital appreciation;
- expected levels of rental and occupancy rates and the potential for rental rate increases at the underlying property;
- current and projected cash flow of the underlying property;
- the degree of liquidity of the investment;
- the geographic location of the underlying property;
- the condition and use of the underlying property;
- the underlying property's income-producing capacity;
- the quality, experience and creditworthiness of the borrower; and
- general economic conditions in the area where the underlying property is located.

Our advisor will evaluate all potential loan investments to determine if the security for the loan and the loan-to-value ratio meets our investment criteria and objectives. One of the real estate or debt finance professionals at our advisor or their agent may inspect material underlying properties during the loan approval process, if such an inspection is deemed necessary. Inspection of an underlying property may be deemed necessary if that property is considered material to the transaction (such as a property representing a significant portion of the collateral underlying a pool of loans) or if there are unique circumstances related to such property, such as recent capital improvements or possible functional obsolescence. We also may engage trusted third-party professionals to inspect underlying properties on our behalf.

Most loans that we will consider for investment would provide for monthly payments of interest and some may also provide for principal amortization, although we expect that most of the loans in which we will invest will provide for payments of interest only during the loan term and a payment of principal in full at the end of the loan term. We do not expect to make or invest in loans with a maturity of more than ten years from the date of our investment and anticipate that most loans will have a term of five years. We may hold some of our investments in loans for four to seven years, though we expect to hold some for two to three years. As discussed above, some of the loans we make may be sold shortly after origination.

Our loan investments may be subject to regulation by federal, state and local authorities and subject to laws and judicial and administrative decisions imposing various requirements and restrictions, including, among other things, regulating credit granting activities, establishing maximum interest rates and finance charges, requiring disclosure to customers, governing secured transactions and setting collection, repossession and claims handling procedures and other trade practices. In addition, certain states have enacted legislation requiring the licensing of mortgage bankers or other lenders, and these requirements may affect our ability to effectuate our proposed investments in loans. Commencement of operations in these or other jurisdictions may be dependent upon a finding of our financial responsibility, character and fitness. We will not make loans in any jurisdiction in which the regulatory authority believes that we have not complied in all material respects with applicable requirements.

As discussed above, we may allocate a small percentage of our portfolio to real estate-related investments once we have fully invested the proceeds from our offering stage. Although this is our target portfolio as of the date of this memorandum, we may make adjustments to our target portfolio based on real estate market conditions and investment opportunities. We will not forego a good investment because it does not precisely fit our expected portfolio composition. Our charter does not limit the amount of gross offering proceeds that we may apply to loan investments. Our charter also does not place any limit or restriction on:

- the percentage of our assets that may be invested in any type of loan or in any single loan; or
- the types of properties subject to mortgages or other loans in which we may invest.

When determining whether to make investments in mortgages and other loans, we will consider such factors as: positioning the overall portfolio to achieve a mix of real estate properties and real estate-related investments; the diversification benefits of the loans relative to the rest of the portfolio; the potential for the investment to deliver high current income and attractive risk-adjusted total returns; and other factors considered important to meeting our investment objectives.

Other Possible Investments

Although we expect that most of our investments will be of the types described above, we may make other investments. We may acquire properties that are mixed-use properties, properties that are under development or construction, undeveloped land, options to purchase properties and other real estate-related assets. We may enter into arrangements with the seller or developer of a property whereby the seller or developer agrees that if, during a stated period, the property does not generate a specified cash flow, the seller or developer will pay in cash to us a sum necessary to reach the specified cash flow level, subject in some cases to negotiated dollar limitations. In fact, we may invest in whatever types of interests in real estate that we believe are in our best interests.

Investment Decisions and Asset Management: The EquiAlt Approach [UPDATE FOR BERKELEY STREET ADVISOR]

Within our investment policies and objectives, our advisor will have substantial discretion with respect to the selection of specific investments and the purchase and sale of our assets.

EquiAlt Capital Advisors believes that successful real estate investment requires the implementation of strategies that permit favorable purchases and originations, effective asset management and timely disposition of those assets. As such, EquiAlt Capital Advisors has developed a disciplined investment approach that combines the experience of its team of real estate professionals with a structure that emphasizes thorough market research, stringent underwriting standards and an extensive down-side analysis of the risks of each investment. The EquiAlt approach also includes active and aggressive management of each asset acquired. EquiAlt Capital Advisors believes that active management is critical to creating value. Our advisor develops a well-defined exit strategy for each investment we make and periodically performs a hold-sell analysis on each asset. These periodic analyses focus on the remaining available value enhancement opportunities for the asset, the demand for the asset in the marketplace, market conditions and our overall portfolio objectives to determine if the sale of the asset, whether via an individual sale or as part of a portfolio sale or merger, would generate a favorable return to our unitholders. Economic and market conditions may influence us to hold our assets for different periods of time. We may sell an asset before the end of the expected holding period if we believe that market conditions and asset positioning have maximized its value to us or the sale of the asset would otherwise be in the best interests of our unitholders.

Messrs. Davison and Rybicki collectively have over 40 years of real estate experience and have been through multiple real estate cycles in their careers. Messrs. Davison and Rybicki work together with their team of real estate professionals in the identification, acquisition and management of our investments. The key real estate professionals at our advisor include Messrs.

Davison, Rybicki, Kelly, and Nkya and Ms. Diaz. These seasoned professionals have the expertise gained through hands-on experience in acquisitions and originations, financing, asset management, dispositions, development, leasing, property management and portfolio management.

In an effort to both find better investment opportunities and enhance the performance of those investments, EquiAlt Capital Advisors will utilize a market-focused investment strategy. The investment focus has been on second-tier cities. These are markets that have strong, predictable growth combined with good fundamentals. Tampa, for example, demonstrates the attributes of a strong growth environment with limited natural threats. Competition for properties in second-tier markets is generally less sophisticated, allowing for greater economic opportunities. Nashville is another example. Although the State of Texas also has several second-tier markets, EquiAlt Capital Advisors avoids investment in states with oil-driven economies, given the economic uncertainty generated by volatility with that commodity. We also look for strong fundamentals. One measure of this is average household income of at least $50,000 and a median home price of around $200,000. That ratio, we believe, limits the downside risk of investment. In primary markets such as Miami or Los Angeles, the median home price is substantially higher while the median income has not followed proportionately. In other words, while we look to follow demographic trends and benefit from growth created by baby boomers, millennials and others, we look to avoid the "hottest" real estate markets in order to limit downside exposure.

Once we establish the right market in which to invest for a 5 to 10-year horizon, we then look for specific opportunities within that market. Utilizing our network of brokers, agents, attorneys, and other professionals, we have established a strong deal-flow. In many cases, we succeed by making all cash offers with short escrows and few contingencies to secure the lowest price. Both before and after the acquisition, we analyze the asset and determine how best to maximize the economic benefit of the property, whether through the termination of existing tenancies, rehabilitation of the property, rezoning, or rebuilding in order to satisfy current tastes.

To execute our advisor's disciplined investment approach, a team of its real estate professionals takes responsibility for the business plan of each investment. The following practices summarize EquiAlt Capital Advisors' investment approach:

- *National Market Research* — The investment team extensively researches the acquisition and/or origination and underwriting of each investment, utilizing both real time market data and the transactional knowledge and experience of EquiAlt Capital Advisors' network of professionals.
- *Underwriting Discipline* — EquiAlt Capital Advisors follows a tightly controlled and managed process to examine all elements of a potential investment including, with respect to real property, its location, income-producing capacity, prospects for long-range appreciation, income tax considerations and liquidity. Only those assets meeting our investment criteria will be accepted for inclusion in our portfolio. In an effort to keep an asset in compliance with those standards, the underwriting team remains involved through the investment life cycle of the asset and consults with our advisor's other real estate professionals responsible for the asset. This team of experts reviews and develops comprehensive reports for each asset throughout the holding period.
- *Risk Management* — Risk management is a fundamental principle in our advisor's construction of our portfolio and in the management of each investment. Diversification by geographic region, investment size and investment risk is critical to controlling portfolio-level risk. Operating or performance risks arise at the investment level and often require real estate operating experience to cure. EquiAlt Capital Advisors' real estate professionals continuously review the operating performance of investments against projections and provide the oversight necessary to detect and resolve issues as they arise.

Joint Venture Investments

We may enter into joint ventures, partnerships and other co-ownership arrangements (including preferred equity investments) or participations for the purpose of obtaining interests in real estate properties and other real estate investments. We may also enter into joint ventures for the development or improvement of properties. Joint venture investments permit us to own interests in large properties and other investments without unduly restricting the diversity of our portfolio. In determining whether to invest in a particular joint venture, Berkeley Street Advisor will evaluate the real estate investments that such joint venture owns or is being formed to own under the same criteria described elsewhere in this memorandum for the selection of our investments.

Berkeley Street Advisor will also evaluate the potential joint venture partner as to its financial condition, operating capabilities and integrity. We may enter into joint ventures with third parties or other EquiAlt-sponsored programs or affiliated entities; however, upon commencement of an initial public offering, we may only enter into joint ventures with other EquiAlt-sponsored programs or affiliated entities if a majority of the General Partner (including a majority of the members of the conflicts committee) not otherwise interested in the transaction concludes that the transaction is fair and reasonable to us and on substantially the same terms and conditions as those received by other joint venturers. At such time during the term of this offering that Berkeley

Street Advisor believes that there is a reasonable probability that we will enter into a joint venture for the acquisition or origination of a significant investment, we will supplement this memorandum to disclose the terms of such proposed transaction. Our unitholders should not rely upon such initial disclosure of any proposed transaction as an assurance that we will ultimately consummate the proposed transaction or that the information we provide in any supplement to this memorandum concerning any proposed transaction will not change after the date of the supplement.

We have not established the specific terms we will require in the joint venture agreements we may enter. Instead, we will establish the terms with respect to any particular joint venture agreement on a case-by-case basis after our General Partner considers all of the relevant facts, such as the nature and attributes of our other potential joint venture partners, the proposed structure of the joint venture, the nature of the operations, the liabilities and assets associated with the proposed joint venture and the size of our interest when compared to the interests owned by other partners in the venture. With respect to any joint venture we enter, we expect to consider the following types of concerns and safeguards:

- Our ability to manage and control the joint venture — We will consider whether we should obtain certain approval rights in joint ventures we do not control. For proposed joint ventures in which we are to share control with another entity, we will consider the procedures to address decisions in the event of an impasse.
- Our ability to exit a joint venture — We will consider requiring buy/sell rights, redemption rights or forced liquidation rights.
- Our ability to control transfers of interests held by other partners to the venture — We will consider requiring consent provisions, a right of first refusal and/or forced redemption rights in connection with transfers.

Borrowing Policies

We may incur indebtedness in the form of bank borrowings, purchase money obligations to the sellers of properties we purchase, publicly and privately-placed debt instruments and/or financings from institutional investors or other lenders. This indebtedness may be unsecured or secured by mortgages or other interests in our assets, or may be limited to the particular property to which the indebtedness relates.

The form of our indebtedness may be long-term or short-term, fixed or floating rate or in the form of a revolving credit facility. Berkeley Street Advisor will seek to obtain financing on our behalf on the most favorable terms available.

Operating Policies

Credit Risk Management. We may be exposed to various levels of credit and special hazard risk depending on the nature of our real estate investments and the nature and level of credit enhancements supporting those investments. Our advisor and our executive officers will review and monitor credit risk and other risks of loss associated with each investment. In addition, we will seek to diversify our portfolio of assets to avoid undue geographic, industry and certain other types of concentrations. Our General Partner will monitor the overall portfolio risk and levels of provision for loss.

Interest Rate Risk Management. We will follow an interest rate risk management policy intended to mitigate the negative effects of major interest rate changes. We intend to minimize our interest rate risk from borrowings by attempting to structure the key terms of our borrowings to generally correspond to the interest rate term of our assets and through interest rate hedging activities.

Disposition Policies

We generally intend to hold our real estate properties for five to seven years, which we believe is a reasonable period to enable us to capitalize on the potential for increased income and capital appreciation of the properties. We generally expect that as we move toward the end of our offering stage the hold period of assets we will consider will be shorter.

It is currently contemplated that after 10 years, our General Partner will begin to explore and evaluate various strategic options to provide our unitholders with liquidity of their investment, either in whole or in part. See the discussion above under "Investment Objectives and Criteria—General" for more details.

Investment Limitations under the Investment Company Act of 1940

We intend to conduct our operations so that neither we nor any of our subsidiaries will be required to register as an investment company under the Investment Company Act. Under the relevant provisions of Section 3(a)(1) of the Investment Company Act, an investment company is any issuer that:

- is or holds itself out as being engaged primarily, or proposes to engage primarily, in the business of investing, reinvesting or trading in securities (the "primarily engaged test"); or

- is engaged or proposes to engage in the business of investing, reinvesting, owning, holding or trading in securities and owns or proposes to acquire "investment securities" having a value exceeding 40% of the value of such issuer's total assets (exclusive of U.S. government securities and cash items) on an unconsolidated basis (the "40% test"). "Investment securities" excludes U.S. government securities and securities of majority-owned subsidiaries that are not themselves investment companies and are not relying on the exception from the definition of investment company under Section 3(c)(1) or Section 3(c)(7) (relating to private investment companies).

We believe that we will not be required to register as an investment company based on the following analysis. With respect to the 40% test, most of the entities through which we will own our assets will be majority-owned subsidiaries that will not themselves be investment companies and will not be relying on the exceptions from the definition of investment company under Section 3(c)(1) or Section 3(c)(7) (relating to private investment companies).

With respect to the primarily engaged test, we will be holding companies and do not intend to invest or trade in securities ourselves. Rather, through our majority-owned subsidiaries, we will be primarily engaged in the non-investment company businesses of these subsidiaries, namely the business of purchasing or otherwise acquiring real estate and real estate-related assets.

We believe that most of our subsidiaries will be able to rely on Section 3(c)(5)(C) of the Investment Company Act for an exception from the definition of an investment company. (Any other subsidiaries should be able to rely on the exceptions for private investment companies pursuant to Section 3(c)(1) and Section 3(c)(7) of the Investment Company Act.) As reflected in no-action letters, the SEC staff's position on Section 3(c)(5)(C) generally requires that an issuer maintain at least 55% of its assets in "mortgages and other liens on and interests in real estate," or qualifying assets; at least 80% of its assets in qualifying assets plus real estate-related assets; and no more than 20% of the value of its assets in other than qualifying assets and real estate-related assets, which we refer to as miscellaneous assets. To constitute a qualifying asset under this 55% requirement, a real estate interest must meet various criteria based on no-action letters. We expect that each of the subsidiaries relying on Section 3(c)(5)(C) will invest at least 55% of its assets in qualifying assets, and approximately an additional 25% of its assets in other types of real estate-related assets. We expect to rely on guidance published by the SEC staff or on our analyses of guidance published with respect to types of assets to determine which assets are qualifying real estate assets and real estate-related assets.

Pursuant to the language of the statute, we will treat an investment in real property as a qualifying real estate asset. The SEC staff, according to published guidance, takes the view that certain mortgage loans, participations, mezzanine loans, convertible mortgages, and other types of real estate-related loans in which we intend to invest are qualifying real estate assets. Thus, we intend to treat these investments as qualifying real estate assets. The SEC staff has not published guidance with respect to the treatment of CMBS for purposes of the Section 3(c)(5)(C) exemption. Unless we receive further guidance from the SEC or its staff with respect to residential or commercial mortgage-backed securities, we intend to treat residential or commercial mortgage-backed securities as a real estate-related asset.

To avoid registration as an investment company, we expect to limit the investments that we make, directly or indirectly, in assets that are not qualifying assets and in assets that are not real estate-related assets. In 2011, the SEC issued a concept release indicating that the SEC and its staff were reviewing interpretive issues relating to Section 3(c)(5)(C) and soliciting views on the application of Section 3(c)(5)(C) to companies engaged in the business of acquiring mortgages and mortgage-related instruments. To the extent that the SEC or its staff provides guidance regarding any of the matters bearing upon the exceptions we and our subsidiaries rely on from registration as an investment company, we may be required to adjust our strategy accordingly. Any guidance from the SEC or its staff could further inhibit our ability to pursue the strategies we have chosen.

MARKET OUTLOOK[6]

The following discussion reflects management's beliefs, observations and expectations with respect to the U.S. real estate market, with an emphasis on the residential market, which has been a focus for EquiAlt. This Fund, however, will invest in a broader range of property types. Our management team has incorporated the market outlook provided to us by a third-party consultant, John Burns Real Estate Consulting, LLC ("JBREC"), which undertook, at our request, an analysis of the national housing market.

Real Estate and Real Estate Finance Markets

The success of all multifamily and residential investments depends partially on factors beyond the control of the investor, such as the economy, interest rates and government policies. While nobody can confidently predict the future, JBREC believes that the consensus view for the next several years is that:

- the U.S. economy will continue to experience positive job growth of approximately 0.6% to 1.5% annually through 2019 followed by a slight decline of 0.1% in 2020
- 30-year fixed rate conforming mortgage rates will remain well below historical averages but will increase modestly from the current levels of 3.9% to 4.9% through 2020, and
- government policies towards housing may not change materially in the near-term, other than a moderate loosening of historically strict mortgage lender documentation requirements. JBREC's view may change when the President formalizes his position related to HUD and the GSEs.

If the aforementioned conditions occur, JBREC expects national single-family and multifamily rental rates and for-sale home values to continue appreciating through 2020, despite the fact that the rate of job growth is expected to ease over that time period. JBREC summarizes select local market outlooks later in this report.

There are 45.8 million rental households in the United States today and buildings with two or more rental Units comprise 61% (27.8 million Units), while single-family rentals comprise 35% of the overall renter market (15.9 million Units). This large rental market presents a significant opportunity to attract tenants to properties that are well managed. Further, the fragmented ownership of single-family rental homes should pose an opportunity for larger owner/operators to consolidate and grow their portfolios.

The U.S. rental housing market has highly favorable fundamentals as there is an acute supply/demand imbalance in U.S. housing in general, and a structural societal shift towards renting that we believe will persist. Secondary markets that recovered late in the current cycle will outperform gateway markets (Houston, San Francisco, Miami) as new supply is coming online later in the cycle.

National Housing Market: JBREC believes the outlook for the single-family and the multifamily rental housing market through 2020 is favorable as a result of several factors, including the following:

- **Demand is currently strong and has been strong for several years.**
- **Multifamily permit levels are at long-term historical averages while single-family residential property building permit levels are low compared to history.** Minimal residential land entitlement processing and development occurred during the prolonged housing downturn (2007 through 2012), and the supply of finished, or even approved, lots remains relatively limited in many markets. Multifamily permits showed stronger growth compared to single-family permits during the past five years, but that trend is starting to reverse due to oversupply of multifamily Units in some markets and more risk adverse development capital. Single-family permits will increase at a higher rate as builders continue to re-enter tertiary markets in search of affordable land prices and first-time homebuyer demand continues to strengthen. Our outlook for future rent growth is stronger for single-family residential properties than multifamily Units due to the strong growth in multifamily construction over the past few years.
- **Existing for-sale home supply is currently low and has been for several years.** Resale inventory is well below the historical average based on months of supply and there are not enough new single-family residential properties being built relative to demand according to the National Association of Realtors ("NAR") and the Census Bureau. As a result, the supply fundamentals remain promising for rental rate increases, occupancy and home price appreciation through 2020.

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[6] NTD: To be updated.

- **Rental occupancy rates and home sales trends are favorable.** According to data published by the Census Bureau and the U.S. Bureau of Labor Statistics (BLS), the number of adults finding employment is exceeding planned new home construction by a ratio of 1.8 to 1. A balanced ratio in a stable market is 1.1 to 1.5 jobs created for every homebuilding permit issued. Over time, the relative excess job growth to homebuilding permits is expected to put upward pressure on rental rates and home prices.
- **Homeownership is declining.** JBREC expects the U.S. homeownership to fall to 61% by 2025 as more households choose to rent rather than purchase a home. By way of perspective, the U.S. homeownership rate was 69% in 2006.
- **Affordability is weakening.** The 30-year fixed mortgage rate is near 3.9% according to Freddie Mac, significantly lower than historical averages. However, rates are expected to increase and potential home buyers impacted by rising homeownership costs may instead choose to rent. It is estimated that a 100bps increase in the current 3.9% average interest rate for a 30-year fixed rate mortgage would disqualify 4.8 million households from a $200,000 mortgage, forcing these potential buyers to rent or purchase a lower priced home.

PLAN OF OPERATION

General

We are a recently formed Delaware limited partnership that intends to qualify as a Qualified Opportunity Fund. We expect to use substantially all of the net proceeds from our offering stage to acquire and manage a diverse portfolio of real estate properties. Based on the current market outlook, we expect our focus in the U.S. market to reflect a more value-creating core strategy. We may make our investments through the acquisition of individual assets or by acquiring portfolios of assets. While we generally expect to have no leverage, we may incur debt if our advisor or General Partner determine that it is in our best interests. We plan to diversify our portfolio by geographic region, investment size and investment risk with the goal of acquiring a portfolio of income-producing assets that provides attractive and stable returns to our investors.

Berkeley Street Advisor is our advisor and will manage our day-to-day operations and our portfolio of real estate investments and make recommendations on all investments to our General Partner. Berkeley Street Advisor will also provide asset-management, marketing, investor-relations and other administrative services on our behalf. We have no paid employees.

Liquidity and Capital Resources

We are dependent upon the net proceeds from our offering stage to conduct our proposed operations. We will obtain the capital required to make real estate investments and conduct our operations from the proceeds of this offering and any future offerings we may conduct, from secured or unsecured financings from banks and other lenders and from any undistributed funds from our operations. As of the date of this memorandum, we have not made any investments[, and our total assets consist of $_____ of cash]. For information regarding the anticipated use of proceeds from this offering, see "Estimated Use of Proceeds."

If we are unable to raise substantial funds during our offering stage, we will make fewer investments resulting in less diversification in terms of the type, number and size of investments we make and the value of an investment in us will fluctuate more significantly with the performance of the specific assets we acquire. Further, we will have certain fixed operating expenses regardless of whether we are able to raise substantial funds during our offering stage. Our inability to raise substantial funds would increase our fixed operating expenses as a percentage of gross income, reducing our net income and cash flow and limiting our ability to make distributions to our unitholders. We do not expect to establish a permanent reserve from our offering proceeds for maintenance and repairs of real properties, as we expect the vast majority of leases for the properties we acquire will provide for tenant reimbursement of operating expenses. However, to the extent that we have insufficient funds for such purposes, we may establish reserves from gross offering proceeds, out of cash flow from operations or net cash proceeds from the sale of properties.

We currently have no outstanding debt. We may incur debt in the future if our advisor or General Partner determine it is in our best interests to do so.

In addition to making investments in accordance with our investment objectives, we expect to use our capital resources to make certain payments to our advisor. During our acquisition and development stage, we expect to make payments to our advisor in connection with the selection and acquisition or origination of real estate investments, the management of our assets and costs incurred by our advisor in providing services to us. For a discussion of the compensation to be paid to our advisor see "Management Compensation" and to be paid to broker dealers, see the "Plan of Distribution." The advisory agreement will continue until terminated by either party.

Results of Operations

We were formed on [October ___, 2019], and, as of the date of this memorandum, we had not commenced operations. We expect to use substantially all of the net proceeds from our offering stage to acquire and manage a diverse portfolio of real estate properties.

Critical Accounting Policies

Below is a discussion of the accounting policies that management believes will be critical once we commence operations. We consider these policies critical in that they involve significant management judgments and assumptions, require estimates about matters that will be inherently uncertain and because they are important for understanding and evaluating our reported financial results. These judgments will affect the reported amounts of assets and liabilities and our disclosure of contingent assets and liabilities as of the dates of the financial statements and the reported amounts of revenue and expenses during the reporting periods. With different estimates or assumptions, materially different amounts could be reported in our financial statements. Additionally, other companies may utilize different estimates that may impact the comparability of our results of operations to those of companies in similar businesses.

Revenue Recognition

Real Estate

We will recognize minimum rent, including rental abatements, lease incentives and contractual fixed increases attributable to operating leases, on a straight-line basis over the term of the related leases when collectability is reasonably assured and will record amounts expected to be received in later years as deferred rent receivable. If the lease provides for tenant improvements, we will determine whether the tenant improvements, for accounting purposes, are owned by the tenant or by us. When we are the owner of the tenant improvements, the tenant is not considered to have taken physical possession or have control of the physical use of the leased asset until the tenant improvements are substantially completed. When the tenant is the owner of the tenant improvements, any tenant improvement allowance (including amounts that the tenant can take in the form of cash or a credit against its rent) that is funded is treated as a lease incentive and amortized as a reduction of revenue over the lease term. Tenant improvement ownership is determined based on various factors including, but not limited to:

- whether the lease stipulates how a tenant improvement allowance may be spent;
- whether the amount of a tenant improvement allowance is in excess of market rates;
- whether the tenant or landlord retains legal title to the improvements at the end of the lease term;
- whether the tenant improvements are unique to the tenant or general-purpose in nature; and
- whether the tenant improvements are expected to have any residual value at the end of the lease.

We will record property operating expense reimbursements due from tenants for common area maintenance, real estate taxes, and other recoverable costs in the period the related expenses are incurred.

We will make estimates of the collectability of our tenant receivables related to base rents, including deferred rent receivable, expense reimbursements and other revenue or income. We will specifically analyze accounts receivable, deferred rent receivable, historical bad debts, customer creditworthiness, current economic trends and changes in customer payment terms when evaluating the adequacy of the allowance for doubtful accounts. In addition, with respect to tenants in bankruptcy, we will make estimates of the expected recovery of pre-petition and post-petition claims in assessing the estimated collectability of the related receivable. In some cases, the ultimate resolution of these claims can exceed one year. When a tenant is in bankruptcy, we will record a bad debt reserve for the tenant's receivable balance and generally will not recognize subsequent rental revenue until cash is received or until the tenant is no longer in bankruptcy and has the ability to make rental payments.

Real Estate Loans Receivable

Interest income on real estate loans receivable will be recognized on an accrual basis over the life of the investment using the interest method. Direct loan origination fees and origination or acquisition costs, as well as acquisition premiums or discounts, will be capitalized and amortized over the term of the loan as an adjustment to interest income. We will place loans on nonaccrual status when any portion of principal or interest is 90 days past due, or earlier when concern exists as to the ultimate collection of principal or interest. When a loan is placed on nonaccrual status, we will reverse the accrual for unpaid interest and generally will not recognize subsequent interest income until the cash is received, or the loan returns to accrual status. We will resume the accrual of interest if we determine the collection of interest according to the contractual terms of the loan is probable.

Real Estate Securities

We will recognize interest income on real estate securities that are beneficial interests in securitized financial assets and are rated "AA" and above on an accrual basis according to the contractual terms of the securities. Discounts or premiums will be amortized to interest income over the life of the investment using the interest method.

We will recognize interest income on real estate securities that are beneficial interests in securitized financial assets that are rated below "AA" using the effective yield method, which requires us to periodically project estimated cash flows related to these securities and recognize interest income at an interest rate equivalent to the estimated yield on the security, as calculated using the security's estimated cash flows and amortized cost basis, or reference amount. Changes in the estimated cash flows will be recognized through an adjustment to the yield on the security on a prospective basis. Projecting cash flows for these types of securities will require significant judgment, which may have a significant impact on the timing of revenue recognized on these investments.

Cash and Cash Equivalents

We will recognize interest income on our cash and cash equivalents as it is earned and will record such amounts as other interest income.

Real Estate

Depreciation and Amortization

Real estate costs related to the acquisition and improvement of properties will be capitalized and amortized over the expected useful life of the asset on a straight-line basis. Repair and maintenance costs will be charged to expense as incurred and significant replacements and betterments will be capitalized. Repair and maintenance costs will include all costs that do not extend the useful life of the real estate asset. We will consider the period of future benefit of an asset to determine its appropriate useful life. Expenditures for tenant improvements will be capitalized and amortized over the shorter of the tenant's lease term or expected useful life. We anticipate the estimated useful lives of our assets by class to be generally as follows:

Buildings	27.5 years
Building improvements	27.5 years
Tenant improvements	Shorter of lease term or expected useful life
Tenant origination and absorption costs	Remaining term of related leases, including below-market renewal periods

Real Estate Acquisition Valuation

We will evaluate property acquisitions to determine whether they meet the definition of a business combination or of an asset acquisition under GAAP. For asset acquisitions, we capitalize (1) pre-acquisition costs to the extent such costs would have been capitalized had we owned the asset when the cost was incurred, and (2) closing and other direct acquisition costs. We then allocate the total cost of the property including acquisition costs, between land and building based on their relative fair values, generally utilizing the relative allocation that was contained in the property tax assessment of the same or a similar property, adjusted as deemed necessary.

For acquisitions that do not qualify as an asset acquisition, we evaluate the acquisition to determine if it qualifies as a business combination. For acquired properties where we have determined that the property has a resident with an existing lease in place, we account for the acquisition as a business combination. For acquisitions that qualify as a business combination, we (1) expense the acquisition costs in the period in which the costs were incurred and (2) assign the cost of the property among land, building and in-place lease intangibles, if any, based on their fair value.

If, at acquisition, a property needs to be renovated before it is ready for its intended use, we commence the necessary stabilization and renovation activities. During this stabilization period, we capitalize all direct and indirect costs incurred in renovating the property. If we acquire a property with an existing lease, we capitalize the cost of the initial renovation of such property following lease expiration and resident move out. Once a property is ready for its intended use, expenditures for ordinary maintenance and repairs thereafter are expensed to operations as incurred, and we capitalize expenditures that improve or extend the life of a home.

Intangible assets include the value of in-place leases, which represents the estimated value of the net cash flows of the in-place leases to be realized, as compared to the net cash flows that would have occurred had the property been vacant at the time of acquisition and subject to lease up. Acquired in place lease value will be amortized to expense over the average remaining non-cancelable terms of the respective in-place leases, including any below-market renewal periods.

We will assess the acquisition date fair values of all tangible assets, identifiable intangibles and assumed liabilities using methods similar to those used by independent appraisers, generally utilizing a discounted cash flow analysis that applies appropriate discount and/or capitalization rates and available market information. Estimates of future cash flows will be based on a number of factors, including historical operating results, known and anticipated trends, and market and economic conditions. The fair value of tangible assets of an acquired property considers the value of the property as if it were vacant.

We will record above-market and below-market in-place lease values for acquired properties based on the present value (using a discount rate that reflects the risks associated with the leases acquired) of the difference between (i) the contractual amounts to be paid pursuant to the in-place leases and (ii) management's estimate of fair market lease rates for the corresponding in-place leases, measured over a period equal to the remaining non-cancelable term of above-market in-place leases and for the initial term plus any extended term for any leases with below-market renewal options. We will amortize any recorded above-market or below-market lease values as a reduction or increase, respectively, to rental income over the remaining non-cancelable terms of the respective lease, including any below-market renewal periods.

We will estimate the value of tenant origination and absorption costs by considering the estimated carrying costs during hypothetical expected lease up periods, considering current market conditions. In estimating carrying costs, we will include real estate taxes, insurance and other operating expenses and estimates of lost rentals at market rates during the expected lease up periods.

We will amortize the value of tenant origination and absorption costs to depreciation and amortization expense over the remaining average non-cancelable term of the leases.

Estimates of the fair values of the tangible assets, identifiable intangibles and assumed liabilities will require us to make significant assumptions to estimate market lease rates, property-operating expenses, carrying costs during lease-up periods, discount rates, market absorption periods, and the number of years the property will be held for investment. The use of inappropriate assumptions would result in an incorrect valuation of our acquired tangible assets, identifiable intangibles and assumed liabilities, which would impact the amount of our net income.

Impairment of Real Estate and Related Intangible Assets and Liabilities

We will monitor events and changes in circumstances that could indicate that the carrying amounts of our real estate and related intangible assets and liabilities may not be recoverable or realized. When indicators of potential impairment suggest that the carrying value of real estate and related intangible assets and liabilities may not be recoverable, we will assess the recoverability by estimating whether we will recover the carrying value of the real estate and related intangible assets and liabilities through its undiscounted future cash flows and its eventual disposition. If, based on this analysis, we do not believe that we will be able to recover the carrying value of the real estate and related intangible assets and liabilities, we will record an impairment loss to the extent that the carrying value exceeds the estimated fair value of the real estate and related intangible assets and liabilities.

Projecting future cash flows involves estimating expected future operating income and expenses related to the real estate and its related intangible assets and liabilities as well as market and other trends. Using inappropriate assumptions to estimate cash flows could result in incorrect fair values of the real estate and its related intangible assets and liabilities and could result in the overstatement of the carrying values of our real estate and related intangible assets and liabilities and an overstatement of our net income.

Real Estate Loans Receivable

Our real estate loans receivable will be recorded at amortized cost, net of loan loss reserves (if any), and will be evaluated for impairment at each balance sheet date. The amortized cost of a real estate loan receivable is the outstanding unpaid principal balance, net of unamortized acquisition premiums or discounts and unamortized costs and fees directly associated with the origination or acquisition of the loan. The amount of impairment, if any, will be measured by comparing the amortized cost of the loan to the present value of the expected cash flows discounted at the loan's effective interest rate, the loan's observable market price, or the fair value of the collateral if the loan is collateral dependent and collection of principal and interest is not assured. If a loan is deemed to be impaired, we will record a loan loss reserve and a provision for loan losses to recognize impairment.

The reserve for loan losses is a valuation allowance that will reflect our estimate of loan losses inherent in the loan portfolio as of the balance sheet date. The reserve will be adjusted through "Provision for loan losses" in our consolidated statements of operations and will be decreased by charge-offs to specific loans when losses are confirmed. The reserve for loan losses may include a portfolio-based component and an asset-specific component.

An asset-specific reserve relates to reserves for losses on loans considered impaired. We will consider a loan to be impaired when, based upon current information and events, we believe that it is probable that we will be unable to collect all amounts due under the contractual terms of the loan agreement. We will also consider a loan to be impaired if we grant the borrower a concession through a modification of the loan terms or if we expect to receive assets (including equity interests in the borrower) with fair values that are less than the carrying value of our loan in satisfaction of the loan. A reserve will be established when the present value of payments expected to be received, observable market prices, the estimated fair value of the collateral (for loans that are dependent on the collateral for repayment) or amounts expected to be received in satisfaction of a loan are lower than the carrying value of that loan.

A portfolio-based reserve covers the pool of loans that do not have asset-specific reserves. A provision for loan losses will be recorded when available information as of each balance sheet date indicates that it is probable that the pool of loans will incur a loss and the amount of the loss can be reasonably estimated. Required reserve balances for this pool of loans will be derived from estimated probabilities of default and estimated loss severities assuming a default occurs. On a quarterly basis, we will assign estimated probabilities of default and loss severities to each loan in the portfolio based on factors such as the debt service coverage of the underlying collateral, the estimated fair value of the collateral, the significance of the borrower's investment in the collateral, the financial condition of the borrower and/or its sponsors, the likelihood that the borrower and/or its sponsors would allow the loan to default, our willingness and ability to step in as owner in the event of default, and other pertinent factors.

Failure to recognize impairments would result in the overstatement of earnings and the carrying value of our real estate loans held for investment. Actual losses, if any, could differ significantly from estimated amounts.

Derivative Instruments

We may enter into derivative instruments for risk management purposes to hedge our exposure to cash flow variability caused by changing interest rates on any variable rate notes payable. We will record these derivative instruments at fair value on our consolidated balance sheets. Derivative instruments designated and qualifying as a hedge of the exposure to variability in expected future cash flows or other types of forecasted transactions will be considered cash flow hedges. The change in fair value of the effective portion of a derivative instrument that is designated as a cash flow hedge will be recorded as other comprehensive income (loss) on our consolidated statements of comprehensive income (loss) and consolidated statements of equity. The changes in fair value for derivative instruments that are not designated as a hedge or that do not meet the hedge accounting criteria will be recorded as gain or loss on derivative instruments on our consolidated statements of operations.

We will formally document all relationships between hedging instruments and hedged items, as well as its risk-management objectives and strategy for undertaking various hedge transactions. This process will include designating all derivative instruments that are part of a hedging relationship to specific forecasted transactions or recognized obligations on the consolidated balance sheets. We also will assess and document, both at the hedging instrument's inception and on a quarterly basis thereafter, whether the derivative instruments that are used in hedging transactions are highly effective in offsetting changes in cash flows associated with the respective hedged items. When we determine that a derivative instrument ceases to be highly effective as a hedge, or that it is probable the underlying forecasted transaction will not occur, we will discontinue hedge accounting prospectively and reclassify amounts recorded in accumulated other comprehensive income (loss) to earnings.

The termination of a cash flow hedge prior to the maturity date may result in a net derivative instrument gain or loss that will continue to be reported in accumulated other comprehensive income (loss) and is reclassified into earnings over the period of the original forecasted hedged transaction (i.e. LIBOR-based debt service payments) unless it is probable that the original forecasted hedged transaction will not occur by the end of the originally specified time period (as documented at the inception of the hedging relationship) or within an additional two-month period of time thereafter. If it is probable that the hedged forecasted transaction will not occur either by the end of the originally specified time period or within the additional two-month period of time, that derivative instrument gain or loss reported in accumulated other comprehensive income (loss) will be reclassified into earnings immediately.

Fair Value Measurements

Under GAAP, we will be required to measure certain financial instruments at fair value on a recurring basis. In addition, we will be required to measure other non-financial and financial assets and liabilities at fair value on a non-recurring basis (e.g. carrying value of impaired real estate loans receivable and long-lived assets). Fair value is defined as the price that would be received upon the sale of an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The GAAP fair value framework uses a three-tiered approach. Fair value measurements are classified and disclosed in one of the following three categories:

- Level 1: unadjusted quoted prices in active markets that are accessible at the measurement date for identical assets or liabilities;
- Level 2: quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-derived valuations in which significant inputs and significant value drivers are observable in active markets; and
- Level 3: prices or valuation techniques where little or no market data is available that requires inputs that are both significant to the fair value measurement and unobservable.

When available, we will utilize quoted market prices from independent third-party sources to determine fair value and will classify such items in Level 1 or Level 2. In instances where the market for a financial instrument is not active, regardless of the availability of a nonbinding quoted market price, observable inputs might not be relevant and could require us to make a significant adjustment to derive a fair value measurement. Additionally, in an inactive market, a market price quoted from an independent third party may rely more on models with inputs based on information available only to that independent third party. When we determine the market for a financial instrument owned by us to be illiquid or when market transactions for similar instruments do not appear orderly, we will use several valuation sources (including internal valuations, discounted cash flow analysis and quoted market prices) and will establish a fair value by assigning weights to the various valuation sources. Additionally, when determining the fair value of liabilities in circumstances in which a quoted price in an active market for an identical liability is not available, we will measure fair value using (i) a valuation technique that uses the quoted price of the identical liability when traded as an asset or quoted prices for similar liabilities when traded as assets or (ii) another valuation technique that is consistent with the principles of fair value measurement, such as the income approach or the market approach.

Changes in assumptions or estimation methodologies can have a material effect on these estimated fair values. In this regard, the derived fair value estimates cannot be substantiated by comparison to independent markets and, in many cases, may not be realized in an immediate settlement of the instrument.

We will consider the following factors to be indicators of an inactive market: (i) there are few recent transactions, (ii) price quotations are not based on current information, (iii) price quotations vary substantially either over time or among market makers (for example, some brokered markets), (iv) indexes that previously were highly correlated with the fair values of the asset or liability are demonstrably uncorrelated with recent indications of fair value for that asset or liability, (v) there is a significant increase in implied liquidity risk premiums, yields, or performance indicators (such as delinquency rates or loss severities) for observed transactions or quoted prices when compared with our estimate of expected cash flows, considering all available market data about credit and other nonperformance risk for the asset or liability, (vi) there is a wide bid-ask spread or significant increase in the bid-ask spread, (vii) there is a significant decline or absence of a market for new issuances (that is, a primary market) for the asset or liability or similar assets or liabilities, and (viii) little information is released publicly (for example, a principal-to-principal market).

We will consider the following factors to be indicators of non-orderly transactions: (i) there was not adequate exposure to the market for a period before the measurement date to allow for marketing activities that are usual and customary for transactions involving such assets or liabilities under current market conditions, (ii) there was a usual and customary marketing period, but the seller marketed the asset or liability to a single market participant, (iii) the seller is in or near bankruptcy or receivership (that is, distressed), or the seller was required to sell to meet regulatory or legal requirements (that is, forced), and (iv) the transaction price is an outlier when compared with other recent transactions for the same or similar assets or liabilities.

Industry Segments

We expect to use substantially all of the net proceeds from our offering stage to acquire and manage a diverse portfolio of real estate properties, consisting primarily of properties located within Opportunity Zones. We intend to allocate at least 90% of our assets to such investments, which may include commercial, industrial, single family residential, multi-family, and mixed use.

PRIOR PERFORMANCE SUMMARY[7] [NEED TO DISCUSS]

The information presented in this section represents the historical experience of real estate programs sponsored by Brian Davison. Through EquiAlt, LLC, Mr. Davison has sponsored five programs: EquiAlt Fund I, EquiAlt Fund II, EquiAlt Fund III, EA SIP, and EquiAlt REIT, each as defined below.

EquiAlt, LLC launched its first fund in 2011, naming it "EquiAlt Fund, LLC" ("EquiAlt Fund I"), which was followed by EquiAlt Fund II, LLC ("EquiAlt Fund II") and EquiAlt Fund III, LLC ("EquiAlt Fund III") in 2013, EA SIP, LLC ("EA SIP") in 2016, and EquiAlt Secured Income Portfolio REIT, Inc. ("EquiAlt REIT") in 2017. Except for EquiAlt REIT, each of these private offerings was structured as a debenture offering, with the investors acquiring an unsecured promissory note with a fixed yield rather than an equity interest.

As of September 30, 2018, EquiAlt had raised $64,932,490 in EquiAlt Fund I, $21,032,095 in EquiAlt Fund II, $2,897,231 in EquiAlt Fund III, $8,131,780 in EA SIP, and $3,893,000 in EquiAlt REIT. In the aggregate, EquiAlt raised this capital from approximately 980 investors. EquiAlt used the proceeds of these offerings to acquire and rehabilitate approximately 300 properties in the U.S., with an emphasis on single-family residential properties in the greater Tampa, Florida market. All of the acquired properties were residential, including a limited number of resort properties and land, and were located within the State of Florida or the State of Tennessee. EquiAlt did not use any debt financing secured by the properties.

EquiAlt Fund I and EquiAlt Fund II anticipate terminating their offerings as of the date of this memorandum. EquiAlt Fund III successfully completed its operations in 2016, and EA SIP is still offering debentures to investors. EquiAlt REIT continues to raise capital and acquire properties.

EquiAlt Fund III, which was offering investors debentures with a 9% annual return, stopped offering debentures and concluded its operations largely because the other EquiAlt-sponsored programs were able to obtain investors at a lower 8% annual return. The investors in EquiAlt Fund III all received their principal plus the contracted 9% annual return. In addition, EquiAlt, LLC, which acted as both sponsor and sole equity holder of EquiAlt Fund III, realized a net profit of approximately $300,000 on the total capital of just $2,897,231 over a 24-month period.

Investors in EquiAlt Fund I, EquiAlt Fund II and EA SIP have received their contracted debenture payments, which average 8% per annum. In addition, EquiAlt, LLC acting as sponsor and sole equity holder of these funds, has accrued an estimated unrealized profit of $18 million over the life of the funds. EquiAlt REIT, which began its operations earlier in 2018, and has declared a 6% dividend in favor of its stockholders and has achieved a "cap rate" in excess of 10%.

The existing property portfolio for the aforementioned funds consists of approximately 400 Units as of September 30, 2018. In the aggregate, the EquiAlt funds have sold or otherwise disposed of 27 properties over the past three years, including sales between funds. Of these, only nine properties have been sold to third parties. The remaining properties were conveyed by EquiAlt Fund III to the remaining funds at fair market value. For more details on the prior performance of EquiAlt Fund I, EquiAlt Fund II, EquiAlt Fund III, EA SIP and EquiAlt REIT, please see the "Prior Performance Tables" in Appendix B.

[7] NTD: To be updated.

FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of the material U.S. federal income tax consequences of an investment in our Units. The law firm of DLA Piper LLP (US) has acted as our tax counsel and reviewed this summary. For purposes of this section under the heading "Federal Income Tax Considerations," references to "Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP," "we," "our" and "us" mean only Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP and not its subsidiaries or other lower-tier entities, except as otherwise indicated. This summary is based upon the Internal Revenue Code, the regulations promulgated by the U.S. Treasury Department, rulings and other administrative pronouncements issued by the IRS, and judicial decisions, all as currently in effect, and all of which are subject to differing interpretations or to change, possibly with retroactive effect. No assurance can be given that the IRS would not assert, or that a court would not sustain, a position contrary to any of the tax consequences described below. The summary is also based upon the assumption that we will operate Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP and its subsidiaries and affiliated entities in accordance with their applicable organizational documents. This summary is for general information only and does not purport to discuss all aspects of U.S. federal income taxation that may be important to a particular investor in light of its investment or tax circumstances or to investors subject to special tax rules, such as:

- financial institutions;
- insurance companies;
- broker-dealers;
- regulated investment companies;
- partnerships and trusts;
- persons who hold our stock on behalf of other persons as nominees;
- persons who receive our stock through the exercise of employee stock options (if we ever have employees) or otherwise as compensation;
- persons holding our stock as part of a "straddle," "hedge," "conversion transaction," "constructive ownership transaction," "synthetic security" or other integrated investment;
- "S" corporations;

and, except to the extent discussed below:

- tax-exempt organizations; and
- foreign investors.

This summary assumes that investors will hold their Units as a capital asset, which generally means as property held for investment.

The federal income tax treatment of holders of our Units depends in some instances on determinations of fact and interpretations of complex provisions of U.S. federal income tax law for which no clear precedent or authority may be available. In addition, the tax consequences to any particular unitholder of holding our Units will depend on the unitholder's particular tax circumstances. You are urged to consult your tax advisor regarding the federal, state, local and foreign income and other tax consequences to you in light of your particular investment or tax circumstances of acquiring, holding, exchanging, or otherwise disposing of our Units.

Taxation of Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP

We believe that we have been organized and expect to operate in such a manner as to qualify for taxation as a Qualified Opportunity Fund.

The law firm of DLA Piper LLP (US) has acted as our tax counsel in connection with this offering. While we intend to operate so that we will qualify as a Qualified Opportunity Fund, given the ongoing importance of factual determinations, and the possibility of future changes in our circumstances, no assurance can be given by DLA Piper LLP (US) or by us that we will qualify as a Qualified Opportunity Fund for any particular year. Any such legal opinion will be expressed as of the date issued and will not cover subsequent periods. Counsel will have no obligation to advise us or our unitholders of any subsequent change in the matters stated, represented or assumed, or of any subsequent change in the applicable law. You should be aware that opinions of counsel are not binding on the IRS, and no assurance can be given that the IRS will not challenge the conclusions set forth in any such opinions.

Requirements for Qualification—General

The Code defines a Qualified Opportunity Fund as an investment vehicle that is organized as a corporation or a partnership for the purpose of investing in qualified opportunity zone property that holds at least 90 percent of its assets in qualified opportunity zone property.

Whether a Qualified Opportunity Fund holds at least 90% of its assets in Qualified Property is measured (i) on the last day of the first 6-month period of the Opportunity Fund's taxable year and (ii) the last day of the Qualified Opportunity Fund's taxable year. A Qualified Opportunity Fund will be subject to a fine for each month that it fails to meet this 90% assets test unless it can show that its failure to meet the assets test is due to reasonable cause.

Qualified Property consists of (i) qualified opportunity zone stock, (ii) qualified opportunity zone partnership interests, and (iii) qualified opportunity zone business property. Qualified opportunity zone stock is stock in a corporation that is a qualified opportunity zone business. A qualified opportunity zone partnership interest is an interest in a partnership that is a qualified opportunity zone business. Qualified opportunity zone business property is tangible property used in a trade or business that is acquired by purchase from aan unrelated party and that either (a) is substantially improved or (b) the original use of which in an Opportunity Zone commences with the Qualified Opportunity Fund.

The recognition of eligible gains invested in a Qualified Opportunity Fund is deferred until as late as December 31, 2026. In addition, the deferred gains will be reduced by 10% if the interest in the Qualified Opportunity Fund is held for at least five (5) years, and by 15% if the interest in the Qualified Opportunity Fund is held for at least seven (7) years. In addition, a Qualified Opportunity Fund investor will pay no capital gains tax on appreciation of the sale of its Qualified Opportunity Fund interest if the interest is held for at least ten (10) years.

Section 1400Z-2 of the Code and the Proposed OZ Regulations provide guidance and rules on a wide range of subjects, including what types of gains are eligible to be invested in Qualified Opportunity Funds, timing issues and dates that relate to Qualified Opportunity Funds, rules for qualified opportunity zone businesses, and how partnership liability rules apply to Qualified Opportunity Funds. ***You are urged to consult your tax advisor regarding the federal, state, local and foreign income and other tax consequences to you in light of the enactment of Section 1400Z-2 of the Code and the issuance of the Proposed OZ Regulations.***

Taxation of Unitholders

Taxation of Taxable Domestic Unitholders

Definitions. In this section, the phrase "domestic unitholder" means a holder of our Units that for federal income tax purposes is:

- a citizen or resident of the United States;
- a corporation or other entity treated as a corporation for U.S. federal income tax purposes created or organized in or under the laws of the United States or of any political subdivision thereof;
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if (i) a U.S. court is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust or (ii) it has a valid election in place to be treated as a U.S. person.

The Fund expects to be treated as a partnership for U.S. federal income tax purposes, in which case the Fund would not be subject to U.S. federal income tax.

Notwithstanding the foregoing, no ruling has been or will be sought from the IRS, and counsel to the Fund has not, and will not, render a legal opinion, regarding the treatment of the Fund for U.S. federal income tax purposes. If for any reason the Fund were taxable as a corporation in any taxable year, items of income, gain, loss and deduction would be taken into account by the Fund in determining the amount of the Fund's liability for federal income tax, rather than being passed through to the Unitholders. The Fund's taxation as a corporation would materially reduce the cash available for use by the Fund and/or for distribution to the Unitholders, and thus would likely substantially reduce the value of the Units. Any distribution made to a Unitholder at a time when the Fund was treated as a corporation would be (i) a taxable dividend to the extent of the Fund's current or accumulated earnings and profits, then (ii) a nontaxable return of basis to the extent of the Unitholder's tax basis in its Units, and thereafter (iii) taxable capital gain.

The remainder of this discussion is based on the assumption that the Fund will be treated as a partnership for U.S. federal income tax purposes.

Taxation of Unitholders. Each Unitholder will be required to report on such Unitholder's own U.S. federal income tax return his, her or its allocable share of the Fund's items of income, gain, deduction and loss ("Tax Items"), and will be required to pay U.S. federal income tax based on such Tax Items. In determining a Unitholder's allocable share of the Fund's Tax Items, the allocation provisions contained in the Fund's limited partnership agreement will govern, so long as the allocations provided for in such agreements have "substantial economic effect" (within the meaning of the Code) or are otherwise determined to be in accordance with the Unitholder's interests in the Fund. Given the complexity of the Code and Treasury Regulations in this area, there can be no assurance that the IRS will agree with all of the Fund's computations and allocations of the Fund's Tax Items. If the IRS successfully challenged the allocations of the Fund's Tax Items, the re-determination of the allocations of the Tax Items to a particular Unitholder may differ from, and be less favorable than, the allocations provided for in the Fund's limited partnership agreement, as a result of which the Unitholder may be subject to additional income tax liabilities based on the Fund's Tax Items in prior taxable years.

Any items of income, gain, loss or deduction recognized by the Fund will retain the same character in the hands of the Unitholders as they have in the hands of the Fund, and the Fund anticipates that a significant portion of the taxable income earned by the Fund will be ordinary income for U.S. federal income tax purposes or otherwise taxed at ordinary income tax rates for such purposes.

The TCJA permanently reduced the corporate tax rate to a flat 21% and lowered the maximum marginal income tax rate applicable to ordinary income earned by individuals from 39.6% to 37%. The rate reduction for individuals is scheduled to expire after 2025, unless renewed. The maximum marginal income tax rate applicable to long-term capital gains of individuals currently is 20%. Recently enacted tax legislation also provides a deduction to non-corporate taxpayers in an amount up to 20% of the non-corporate taxpayer's "qualified business income" (including a non-corporate taxpayer's share of "qualified business income" of a pass-through entity, such as the Fund) (the "Section 199A Deduction"). However, for an individual taxpayer with taxable income over $415,000 (or $207,500 if the taxpayer does not file joint returns), the Section 199A Deduction is limited to the greater of (i) 50% of the taxpayer's allocable share of the W-2 wages paid that are attributable to such "qualified business income" or (ii) the sum of (A) 25% of the taxpayer's allocable share of the W-2 wages paid that are attributable to such "qualified trade or business," plus (B) 2.5% of the taxpayer's allocable share of the unadjusted basis (determined immediately after an acquisition) of all "qualified property" held by the "qualified trade or business" at the close of the relevant taxable year. This limitation is phased in (i.e., partially applicable) if the taxpayer's taxable income is over $315,000 but not over $415,000 (or over $207,500, but not over $157,500, if the taxpayer does not file joint returns). "Qualified business income" generally includes income that is effectively connected to trades or businesses conducted within the U.S. other than certain types of investment income (such as interest, C corporation dividends and long-term capital gains) and income from certain types of personal services businesses. If the maximum amount of the Section 199A Deduction is allowed (i.e., 20% of the "qualified business income"), the highest marginal income tax rate for an individual on such qualified business income effectively is reduced from 37% to 29.6%. The Section 199A Deduction is scheduled to expire after 2025, unless renewed before then.

In addition, certain U.S. Unitholders who are individuals, estates or certain trusts are generally required to pay a 3.8% Medicare tax on their net investment income, or in the case of estates and trusts on their net investment income that is not distributed, in each case to the extent that their total adjusted income exceeds applicable thresholds.

It is possible that a Unitholder's U.S. federal income tax liability with respect to his, her or its allocable share of the Fund's Tax Items in a particular taxable year could exceed the cash distributions to the Unitholder for the taxable year. Under these circumstances, the Unitholder would be required to satisfy the U.S. federal income tax liability on his, her or its allocable share of the Company's Tax Items with cash from sources other than the Company.

The ability of a Unitholder to use losses or deductions allocated to the Unitholder with respect to its Units is limited to the amount of the Unitholder's tax basis in its Interests and may be further limited by the passive activity limitations and certain other rules, such as the "at-risk" rules, as discussed below.

Tax Basis Rules. Distributions by the Fund generally will not be taxable to a Unitholder to the extent of such Unitholder's adjusted tax basis in his, her or its Units. In addition, a Unitholder is allowed to deduct his, her or its allocable share of the Fund's losses (if any) only to the extent of such Unitholder's adjusted tax basis in his, her or its Units at the end of the taxable year in which the losses occur, subject to the "at risk" rules, the "passive activity loss" rules, and certain other limitations, in each case as discussed below. A Unitholder's tax basis in its Units initially will be the amount paid for the Units plus the Unitholder's share of the Fund's liabilities (as determined under U.S. Treasury Regulations governing the allocation of partnership liabilities among partners). That tax basis generally will be (i) increased by the Unitholder's allocable share of the Fund's income and any increases in the Unitholder's share of the Fund's liabilities (as determined under U.S. Treasury Regulations governing the allocation of partnership liabilities among

partners), and (ii) decreased, but not below zero, by the amount of all distributions received by such Unitholder, the Unitholder's allocable share of any Fund losses, and any decreased in the Unitholder's share of the Fund's liabilities (as determined under U.S. Treasury Regulations governing the allocation of partnership liabilities among partners).

Prospective investors should consult with their tax advisors regarding the effect that allocations of the Fund's profits, losses and liabilities will have on their tax basis in their Units in the Fund.

At Risk Rules. Unitholders who are either individuals, estates, trusts, or certain closely held C corporations are allowed to deduct their allocable share of the Fund's net losses (if any) for a given taxable year only to the extent of the amount that such Unitholder has "at risk" with respect to his, her or its Units in the Fund at the end of the taxable year in which the net losses are recognized. In general, a Unitholder will be at risk to the extent of its tax basis in its Units, reduced by (1) any portion of that basis attributable to the Unitholder's share of the Fund's liabilities, (2) any portion of that basis representing amounts otherwise protected against loss because of a guarantee, stop loss agreement or similar arrangement, and (3) any amount of money the Unitholder borrows to acquire or hold his, her or its Units, if the lender of those borrowed funds owns an interest in the Fund, is related to another Unitholder or can look only to the Units for repayment. A Unitholder subject to the at risk limitation must recapture losses deducted in previous years to the extent that distributions (including distributions deemed to result from a reduction in a Unitholder's share of nonrecourse liabilities) cause the Unitholder's at risk amount to be less than zero at the end of any taxable year.

Losses disallowed to a Unitholder or recaptured as a result of the basis limitations described above or the at-risk limitations will carry forward and will be allowable as a deduction in a later year to the extent that the Unitholder's tax basis or at risk amount, whichever is the limiting factor, is subsequently increased. Upon a taxable disposition of the Units, any gain recognized by a Unitholder can be offset by losses that were previously suspended by the at-risk limitation but not losses suspended by the basis limitation. Any loss previously suspended by the at risk limitation in excess of that gain can no longer be used, and will not be available to offset a Unitholder's salary or active business income.

Passive Activity Loss Rules. Unitholders who are individuals, estates, trusts, closely held C corporations and personal service corporations are subject to the "passive loss" rules under the Code. Taxpayers subject to such rules are allowed to deduct their allocable share of losses from passive activities (which generally are activities in which the taxpayer does not materially participate) only to the extent of the taxpayer's income from its passive activities. Taxpayers are not allowed to deduct passive activity losses against non-passive activity income, generally including (i) salary or other compensation for personal services, (ii) interest, dividends, annuities or royalties not derived in the ordinary course of a trade or business, and (iii) gain attributable to the disposition of property (a) producing such non-business income or (b) held for investment.

To the extent that a taxpayer's passive activity losses (including passive activity losses carried forward from earlier years) exceed income from all passive activities for such tax year, such excess losses are suspended and are carried forward to future years. Any such suspended passive activity losses may be used to offset passive income in future years and may be used to offset non-passive activity income upon the taxpayer's taxable disposition to an unrelated party of its entire interest in the passive activity to which such suspended passive activity loss relates. Consequently, to the extent that a Unitholder's allocable share of the Fund's losses is not allowed by reason of the passive activity loss rules, such disallowed losses may be carried over by the Unitholder to subsequent taxable years and will be allowed if and to the extent of the Unitholder's income from the Fund in subsequent years. A Unitholder will also be allowed to use any such suspended losses to offset non-passive activity income upon a complete disposition of the Unitholder's Units to an unrelated party.

The passive loss rules generally are applied after other applicable limitations on deductions, including the at risk and basis limitations described above.

Limitation on Deductibility of Capital Losses. It is possible that the Fund will recognize capital losses that would flow through to the Unitholders for U.S. federal income tax purposes. To the extent that capital losses are not otherwise limited by the other loss limitations described herein, capital losses would only be deductible for a Unitholder to the extent of such Unitholder's capital gains (subject to an exception for individuals under which a limited amount of capital losses may be offset against ordinary income).

Distributions. Cash distributions to a Unitholder (including cash distributions in redemption of all or a portion of a Unitholder's Units) generally will not be taxable to such Unitholder if such distributions do not exceed the Unitholder's adjusted tax basis in his, her or its Units. Instead, such distributions will reduce (but not below zero) the adjusted tax basis in the Units held by such Unitholder immediately before the distribution. If such distributions by the Fund to a Unitholder exceed the Unitholder's

adjusted tax basis in his, her or its Units, the excess will be taxable to the Unitholder as though it were gain from a sale or exchange of the Units.

Any reduction in a Unitholder's share of the Fund's liabilities (as determined under U.S. Treasury Regulations governing the allocation of partnership liabilities among partners) will be treated as a distribution by the Fund of cash to that Unitholder. A decrease in a Unitholder's percentage ownership in the Fund because of our issuance of additional equity may decrease the Unitholder's share of our liabilities.

A non-pro rata distribution of money or property (including a deemed distribution as a result of the reduction in a Unitholder's share of our liabilities as described above) may cause a Unitholder to recognize ordinary income, if the distribution reduces the Unitholder's share of our "unrealized receivables," including depreciation recapture and substantially appreciated "inventory items," in each case as defined in Section 751 of the Code ("Section 751 Assets"). To the extent of such reduction, the Unitholder would be deemed to receive its proportionate share of the Section 751 Assets and exchange such assets with the Fund in return for a portion of the non-pro rata distribution. This deemed exchange generally will result in the Unitholder's recognition of ordinary income in an amount equal to the excess of (1) the non-pro rata portion of that distribution over (2) the Unitholder's tax basis (generally zero) in the Section 751 Assets deemed to be relinquished in the exchange.

Sale of Interests. A Unitholder who sells his, her or its Units will recognize gain or loss measured by the difference between the amount realized on the sale and the Unitholder's adjusted tax basis in the Units sold. The amount realized by a Unitholder on a sale of Units generally will include any reduction in the Unitholder's allocable share of the Fund's liabilities in connection with the sale (as determined under U.S. Treasury Regulations governing the allocation of partnership liabilities among partners), in addition to any proceeds from the sale.

Any gain or loss recognized by a Unitholder on the sale of the Unitholder's Units will be treated as long-term capital gain or loss if the Unitholder held the sold Units for more than one year, except that all or a portion of such gain may be treated as ordinary income (even if the Interests are held for more than one year) to the extent that the Fund's assets consist of Section 751 Assets. Ordinary income attributable to Section 751 Assets may exceed net taxable gain realized on the sale of Units and may be recognized even if there is a net taxable loss realized on the sale of the Units. Thus, a Unitholder may recognize both ordinary income and capital gain or loss upon the same sale of Units.

The IRS has ruled that a partner who acquires interests in a partnership in separate transactions must combine those interests and maintain a single adjusted tax basis for all those interests. Upon a sale or other disposition of less than all of those interests, a portion of that tax basis must be allocated to the interests sold using an "equitable apportionment" method, which generally means that the tax basis allocated to the interest sold equals an amount that bears the same relation to the partner's tax basis in its entire interest in the partnership as the value of the interest sold bears to the value of the partner's entire interest in the partnership.

Treasury Regulations under Code Section 1223 allow a selling Unitholder who can identify Interests transferred with an ascertainable holding period to elect to use the actual holding period of the Units transferred. Thus, according to the ruling discussed above, a Unitholder will be unable to select high or low basis Interests to sell as would be the case with corporate stock, but, according to the Treasury Regulations, a Unitholder may designate specific Units sold for purposes of determining the holding period of the Units transferred. A Unitholder electing to use the actual holding period of Units transferred must consistently use that identification method for all subsequent sales or exchanges of Units. A Unitholder considering the purchase of additional Units or a sale of Interests purchased in separate transactions is urged to consult his, her or its tax advisor as to the possible consequences of this ruling and application of the Treasury Regulations.

Taxation of Foreign Unitholders

The following is a summary of certain U.S. federal income and estate tax consequences of the ownership and disposition of our stock applicable to non-U.S. holders. A "non-U.S. holder" is any person other than:

- a citizen or resident of the United States;
- a corporation (or entity treated as a corporation for U.S. federal income tax purposes) created or organized in the United States or under the laws of the United States, or of any state thereof, or the District of Columbia;
- an estate, the income of which is includable in gross income for U.S. federal income tax purposes regardless of its source; or
- a trust if a U.S. court is able to exercise primary supervision over the administration of such trust and one or more U.S. fiduciaries have the authority to control all substantial decisions of the trust.

If a partnership, including for this purpose any entity that is treated as a partnership for U.S. federal income tax purposes, holds our Units, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. An investor that is a partnership and the partners in such partnership should consult their tax advisors about the U.S. federal income tax consequences of the acquisition, ownership and disposition of our Units.

The following discussion is based on current law, and is for general information only. It addresses only selected, and not all, aspects of U.S. federal income and estate taxation.

Effectively Connected Income. Foreign persons are generally taxable on effectively connected income ("ECI"). ECI includes a foreign investor's allocable share of the Fund's income. Moreover, any partner or member of a pass-through entity that is engaged in a trade or business and has a permanent establishment within the U.S. is deemed to be engaged in a trade or business and to have a permanent establishment within the U.S. It is expected that the Fund will be engaged in the conduct of a U.S. trade or business and have a U.S. permanent establishment and, thus, that foreign investors will be deemed to also be engaged in that trade or business and have a U.S. permanent establishment.

Foreign investors will be liable for U.S. federal income tax on a net basis (with normal deductions allowed) on their distributive share of Fund ECI in the same manner and at the same rates as are applicable to U.S. investors. If the Fund is considered to be engaged in a U.S. trade or business (as expected), foreign investors would be required to file U.S. federal income tax returns even if no ECI is allocable to them. The Fund must pay a withholding tax on ECI allocated to foreign investors equal to the product of the income allocated to them and the maximum rate of tax applicable to corporations or individuals, as applicable. The Fund must pay the withholding tax whether or not it makes actual distributions to the foreign investor. Each foreign investor will be required to contribute to the Fund its share of such withholding taxes to the extent that the payment is not funded by distributions otherwise payable to the foreign investor. The withholding tax is creditable against the foreign investor's U.S. federal income tax liability and any amounts withheld in excess of that liability are refundable by the IRS; provided, that the foreign investor files the necessary tax returns.

Foreign investors in the Fund generally will be subject to tax on any gain realized on a sale, redemption, or other disposition of their Units as if any gain were ECI to the extent such gain is attributable to U.S. real property interests or assets that would give rise to ECI if sold. The transferee of an interest from a foreign investor may be required to withhold up to 15% of any gross proceeds payable to the foreign investor. This withholding is not a substantive tax, but an enforcement mechanism. The foreign investor is required to file a U.S. federal income tax return reporting any ECI.

If the amount withheld exceeds the tax actually payable, the excess is refundable by the IRS (provided, that the Foreign Investor files the necessary tax returns); if the tax exceeds the amount withheld, the Foreign Investor must pay the excess.

Investors in the Fund that are foreign corporations also may be subject to a branch profits tax at a rate of 30% on the ECI allocated to them by the Fund or realized on the sale of Units to the extent such profits are not reinvested in property treated as connected with the conduct of a trade or business within the U.S. The imposition of the branch profits tax may be reduced (or, in certain cases, eliminated) if the foreign corporate investor is eligible for the benefits of an applicable tax treaty.

In addition, if (as expected) the Fund were regarded as engaged in a U.S. trade or business, foreign investors would be viewed as being engaged in a trade or business in the U.S. and as maintaining a permanent establishment, an office or other fixed place of business in the U.S. This could in certain cases cause certain other income of the foreign investor to be treated as ECI as a result of such foreign investor's investment in the Fund. Moreover, foreign investors may in certain circumstances be deemed to be

engaged in a trade or business in the states and localities in which the Fund's activities are conducted, thus becoming subject to tax return filing and tax payment obligations in such jurisdictions.

Gain from Disposition of U.S. Real Property Interests. If the Fund owns "U.S. real property interests," as such term is defined in section 897 of the Code (including the stock of a domestic corporation the assets of which consist primarily of U.S. real estate) ("USRPI"), or if any pass-through entity in which the Fund invests owns USRPI, then a foreign investor's share of gain on the sale of such USRPI generally would be treated as ECI and would be subject to the requirements discussed above in "*Effectively Connected Income*."

Information Reporting Requirements and Backup Withholding for Non-U.S. Unitholders. Payments of distributions or proceeds from the disposition of Units made to a non-U.S. holder may be subject to information reporting and backup withholding unless such holder establishes an exemption, for example, by properly certifying its non-U.S. status on an Internal Revenue Service Form W-8BEN or another appropriate version of Internal Revenue Service Form W-8. Notwithstanding the foregoing, backup withholding and information reporting may apply if either we have, or our paying agent has actual knowledge or reason to know, that a non-U.S. holder is a United States person. Backup withholding is not an additional tax. Rather, the United States income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund or credit may be obtained, provided that the required information is furnished to the IRS.

Foreign Accounts. The Hiring Incentives to Restore Employment Act (the "HIRE Act"), which was enacted in 2010, imposes a 30% withholding tax on certain types of payments made to "foreign financial institutions" and certain other non-U.S. entities unless certain due diligence, reporting, withholding, and certification obligations requirements are satisfied. The portion of the HIRE Act that provides for this withholding tax and related provisions is known as the "Foreign Account Tax Compliance Act" or "FATCA."

As a general matter, FATCA (i) currently imposes a 30% withholding tax on distributions on our Units if paid to a foreign entity, and (ii) beginning January 1, 2019 will impose a 30% withholding tax on gross proceeds from the sale or other disposition of, our Units if paid to a foreign entity, unless (in each case) either (i) the foreign entity is a "foreign financial institution" that undertakes certain due diligence, reporting, withholding, and certification obligations, (ii) the foreign entity is not a "foreign financial institution" and identifies certain of its U.S. investors, or (iii) the foreign entity otherwise is excepted under FATCA.

If withholding is required under FATCA on a payment related to our stock, investors that otherwise would not be subject to withholding (or that otherwise would be entitled to a reduced rate of withholding) generally will be required to seek a refund or credit from the IRS to obtain the benefit of such exemption or reduction (provided that such benefit is available). We will not pay any additional amounts in respect of amounts withheld under FATCA. Prospective investors should consult their tax advisors regarding the effect of FATCA in their particular circumstances.

Taxation of Tax-Exempt Unitholders

Tax-exempt entities, including qualified employee pension and profit sharing trusts and individual retirement accounts, generally are exempt from federal income taxation. However, they may be subject to taxation on their unrelated business taxable income, or UBTI. An investment in the Fund will generate "unrelated business taxable income" for Federal income tax purposes (and may have other adverse tax consequences) for pension funds, Keogh plans, IRAs, tax-exempt institutions and other tax-exempt investors. Accordingly, such prospective investors are urged to consult their own tax advisors concerning the Federal, state, local and non-U.S. tax consequences associated with an investment in the Fund.

Backup Withholding and Information Reporting

We will report to our domestic unitholders and the IRS the amount of distributions paid during each calendar year and the amount of any tax withheld. Under the backup withholding rules, a domestic unitholder may be subject to backup withholding with respect to dividends paid unless the holder is a corporation or comes within other exempt categories and, when required, demonstrates this fact or provides a taxpayer identification number or social security number, certifies as to no loss of exemption from backup withholding and otherwise complies with applicable requirements of the backup withholding rules. A domestic unitholder that does not provide his or her correct taxpayer identification number or social security number may also be subject to penalties imposed by the IRS. Backup withholding is not an additional tax. In addition, we may be required to withhold a portion of a capital gain distribution to any domestic unitholder who fails to certify its non-foreign status.

We must report annually to the IRS and to each non-U.S. unitholder the amount of distributions paid to such holder and the tax withheld with respect to such distributions regardless of whether withholding was required. Copies of the information returns reporting such distributions and withholding may also be made available to the tax authorities in the country in which the non-U.S. unitholder resides under the provisions of an applicable income tax treaty. A non-U.S. unitholder may be subject to backup withholding unless applicable certification requirements are met.

Payment of the proceeds of a sale of our Units within the United States is subject to both backup withholding and information reporting unless the beneficial owner certifies under penalties of perjury that it is a non-U.S. unitholder (and the payor does not have actual knowledge or reason to know that the beneficial owner is a U.S. person) or the holder otherwise establishes an exemption. Payment of the proceeds of a sale of our Units conducted through certain U.S.-related financial intermediaries is subject to information reporting (but not backup withholding) unless the financial intermediary has documentary evidence in its records that the beneficial owner is a non-U.S. unitholder and specified conditions are met or an exemption is otherwise established. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against such holder's U.S. federal income tax liability provided the required information is furnished to the IRS.

Other Tax Considerations

Legislative or Other Actions Affecting Qualified Opportunity Funds

The rules dealing with federal income taxation are constantly under review by persons involved in the legislative process and by the IRS and the U.S. Treasury Department. Changes to the federal tax laws and interpretations thereof could adversely affect an investment in our Units.

State, Local and Foreign Taxes

We and our subsidiaries and unitholders may be subject to state, local or foreign taxation in various jurisdictions including those in which we or they transact business, own property or reside. We may own real property assets located in numerous jurisdictions, and may be required to file tax returns in some or all of those jurisdictions. Our state, local or foreign tax treatment and that of our unitholders may not conform to the federal income tax treatment discussed above. We may own foreign real estate assets and pay foreign property taxes, and dispositions of foreign property or operations involving, or investments in, foreign real estate assets may give rise to foreign income or other tax liability in amounts that could be substantial. Any foreign taxes that we incur do not pass through to unitholders as a credit against their U.S. federal income tax liability. Prospective investors should consult their tax advisors regarding the application and effect of state, local and foreign income and other tax laws on an investment in our Units.

ERISA CONSIDERATIONS

The following is a summary of some considerations associated with an investment in our Units by a qualified employee pension benefit plan or an individual retirement account, or IRA. This summary is based on provisions of the Employee Retirement Income Security Act of 1974, or ERISA, and the Internal Revenue Code, each as amended through the date of this memorandum, and the relevant regulations, opinions and other authority issued by the Department of Labor and the IRS. We cannot assure our unitholders that there will not be adverse tax or labor decisions or legislative, regulatory or administrative changes in the future that would significantly modify the statements expressed herein. Any such changes may apply to transactions entered into prior to the date of their enactment. We also caution investors that under the proposed rules and regulations governing investment in Qualified Opportunity Funds, there may be little or no additional tax benefit to investors using qualified money since those funds may already be exempt from certain forms of taxation under ERISA. Investors should seek the advice of their own tax professionals.

Each fiduciary of an employee pension benefit plan subject to ERISA (such as a profit sharing, Section 401(k) or pension plan) or any other retirement plan or account subject to Section 4975 of the Internal Revenue Code, such as an IRA, seeking to invest plan assets in our Units must consider, taking into account the facts and circumstances of each such plan or IRA (a "Benefit Plan"), among other matters:

- whether the investment is consistent with the applicable provisions of ERISA and the Internal Revenue Code;
- whether, under the facts and circumstances pertaining to the Benefit Plan in question, the fiduciary's responsibility to the plan has been satisfied;
- whether the investment will produce an unacceptable amount of "unrelated business taxable income," or UBTI, to the Benefit Plan (see "Federal Income Tax Considerations—Taxation of Unitholders—Taxation of Tax-Exempt Unitholders"); and
- the need to value the assets of the Benefit Plan annually.

Under ERISA, a plan fiduciary's responsibilities include the following duties:

- to act solely in the interest of plan participants and beneficiaries and for the exclusive purpose of providing benefits to them, as well as defraying reasonable expenses of plan administration;
- to invest plan assets prudently;
- to diversify the investments of the plan, unless it is clearly prudent not to do so;
- to ensure sufficient liquidity for the plan;
- to ensure that plan investments are made in accordance with plan documents; and
- to consider whether an investment would constitute or give rise to a prohibited transaction under ERISA or the Internal Revenue Code.

ERISA also requires that, with certain exceptions, the assets of an employee Benefit Plan be held in trust and that the trustee, or a duly authorized named fiduciary or investment manager, have exclusive authority and discretion to manage and control the assets of the plan.

Prohibited Transactions

Generally, both ERISA and the Internal Revenue Code prohibit Benefit Plans from engaging in certain transactions involving plan assets with specified parties, such as sales or exchanges or leasing of property, loans or other extensions of credit, furnishing goods or services, or transfers to, or use of, plan assets. The specified parties are referred to as "parties in interest" under ERISA and as "disqualified persons" under the Internal Revenue Code. These definitions generally include both parties owning threshold percentage interests in an investment entity and "persons providing services" to the Benefit Plan, as well as employer sponsors of the Benefit Plan, fiduciaries and other individuals or entities affiliated with the foregoing. For this purpose, a person generally is a fiduciary with respect to a Benefit Plan if, among other things, the person has discretionary authority or control with respect to plan assets or provides investment advice for a fee with respect to plan assets. The United States Department of Labor ("DOL") published new regulations that modify the definition of fiduciary under ERISA in connection with the provision of investment advice. The regulations became effective June 7, 2016 and became applicable on June 9, 2017. Under the new regulations the definition of fiduciary under ERISA includes anyone who renders (or has authority to render) investment advice for a fee or other compensation, direct or indirect, with respect to the money or property of a benefit plan that is subject to ERISA or the Code (including IRAs. The new regulations clarify that "investment advice" includes, among other things, any communication that (1) is about the advisability of

an investment, (2) is directed to a specific recipient, and (3) would, based on the applicable facts and circumstances, reasonably be viewed as a suggestion to take (or refrain from taking) a particular course of action. A series of actions may amount to advice when considered in the aggregate. Investment advice provided to concerning investments in our Units, whether publically placed or privately offered will fall within this rule when provided for a fee or other compensation. Berkeley Street Advisor and its affiliates are not providing investment advice or fiduciary advice (impartial or otherwise) in connection with the offering or purchase of our Units. Berkeley Street Advisor and its affiliates have financial interests associated with the purchase of Units as described in the herein including fees, expense reimbursements and other payments to be received from third parties in connection with the purchase of Units.

Benefit Plan investors must consult their own financial advisors in connection with any decision to make an investment, and any investment decision on behalf of a Benefit Plan investor must be made by a sophisticated fiduciary that qualifies as one of the following: (i) a bank as defined in section 202 of the Investment Advisers Act, as amended, or similar institution that is regulated and supervised and subject to periodic examination by a state or federal agency; (ii) an insurance carrier that is qualified under the laws of more than one state to perform the services of managing, acquiring or disposing of assets of a Benefit Plan; (iii) an investment adviser registered under the Investment Advisers Act, as amended, or, if not registered an as investment adviser under the Investment Advisers Act, as amended, by reason of paragraph (1) of section 203A of the Investment Advisers Act, as amended, is registered as an investment adviser under the laws of the State (referred to in such paragraph (1)) in which it maintains its principal office and place of business; (iv) a broker-dealer registered under the Exchange Act; or (v) an independent fiduciary that holds, or has under management or control, total assets of at least $50 million. A fiduciary acting on behalf of a Benefit Plan in connection with an investment in our Units will be required to represent that such fiduciary is (A) a fiduciary under ERISA or the Code, or both, with respect to the transaction and is responsible for exercising independent judgment in evaluating the transaction; (B) capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies; and (C) no fee or other compensation is being paid directly to the Berkeley Street Advisor or its affiliates for investment advice (as opposed to other services) in connection with the transaction.

If we are deemed to be providing investment advice for a fee or if we are deemed to hold plan assets, our management could be characterized as fiduciaries with respect to such assets, and each would be deemed to be a party in interest under ERISA and a disqualified person under the Internal Revenue Code with respect to investing Benefit Plans. Whether or not we are deemed to hold plan assets, if we or our affiliates are affiliated with a Benefit Plan investor, we might be a disqualified person or party in interest with respect to such Benefit Plan investor, resulting in a prohibited transaction merely upon investment by such Benefit Plan in our Units.

If a prohibited transaction were to occur, the Internal Revenue Code imposes an excise tax equal to 15% of the amount involved and authorizes the IRS to impose an additional 100% excise tax if the prohibited transaction is not "corrected" in a timely manner. These taxes would be imposed on any disqualified person who participates in the prohibited transaction. In addition, Berkeley Street Advisor and possibly other fiduciaries of Benefit PlaPlan unitholders subject to ERISA who permitted the prohibited transaction to occur or who otherwise breached their fiduciary responsibilities (or a non-fiduciary participating in a prohibited transaction) could be required to restore to the Benefit Plan any profits they realized as a result of the transaction or breach and make good to the Benefit Plan any losses incurred by the Benefit Plan as a result of the transaction or breach. With respect to an IRA that invests in our Units, the occurrence of a prohibited transaction involving the individual who established the IRA, or his or her beneficiary, would cause the IRA to lose its tax exempt status under Section 408(e)(2) of the Internal Revenue Code.

Plan Asset Considerations

In order to determine whether an investment in our Units by a Benefit Plan creates or gives rise to the potential for either prohibited transactions or a commingling of assets as referred to above, a fiduciary must consider whether an investment in our Units will cause our assets to be treated as assets of the investing Benefit Plan. Neither ERISA nor the Internal Revenue Code defines the term "plan assets"; however, regulations promulgated by the Department of Labor provide guidelines as to whether, and under what circumstances, the underlying assets of an entity will be deemed to constitute assets of a Benefit Plan when the plan invests in that entity. We refer to this regulation as the "Plan Assets Regulation." Under the Plan Assets Regulation, the assets of an entity in which a Benefit Plan makes an equity investment will generally be deemed to be assets of the Benefit Plan, unless one of the exceptions to this general rule applies.

In the event that our underlying assets were treated as the assets of investing Benefit Plans, our management would be treated as fiduciaries with respect to each Benefit PlaPlan unitholder and an investment in our Units might constitute an ineffective delegation of fiduciary responsibility to Berkeley Street Advisor and expose the fiduciary of the Benefit Plan to co-fiduciary liability under ERISA for any breach by Berkeley Street Advisor of the fiduciary duties mandated under ERISA. Further, if our assets are deemed to be "plan assets," an investment by an IRA in our Units might be deemed to result in an impermissible commingling of IRA assets with other property.

If Berkeley Street Advisor or its affiliates were treated as fiduciaries with respect to Benefit ~~Pla~~Plan unitholders, the prohibited transaction restrictions of ERISA and the Internal Revenue Code would apply to any transaction involving our assets. These restrictions could, for example, require that we avoid transactions with persons that are affiliated with or related to us or our affiliates or require that we restructure our activities in order to obtain an administrative exemption from the prohibited transaction restrictions. Alternatively, we might have to provide Benefit ~~Pla~~Plan unitholders with the opportunity to sell their Units to us or we might dissolve.

Exception for Insignificant Participation by Benefit Plan Investors. The Plan Assets Regulation provides that the assets of an entity will not be deemed to be the assets of a Benefit Plan if equity participation in the entity by employee Benefit Plans, including Benefit Plans, is not significant. The Plan Assets Regulation provides that equity participation in an entity by Benefit Plan investors is "significant" if at any time 25% or more of the value of any class of equity interest is held by Benefit Plan investors. The term "Benefit Plan investors" is defined for this purpose under ERISA Section 3(42) and includes any employee Benefit Plan subject to Part 4 of Subtitle B of Title I of ERISA, any plan subject Section 4975 of the Internal Revenue Code, and any entity whose underlying assets include plan assets by reasons of a plan's investment in such entity. In calculating the value of a class of equity interests, the value of any equity interests held by our affiliates must be excluded. Accordingly, we intend to limit investment by those in Benefit Plans to less than 25% of the total equity in the Fund.

Exception for "Publicly-Offered Securities. If a Benefit Plan acquires "publicly-offered securities," the assets of the issuer of the securities will not be deemed to be "plan assets" under the Plan Assets Regulation. A publicly-offered security must be:

- either (a) part of a class of securities registered under the Exchange Act, or (b) sold as part of a public offering registered under the Securities Act, and be part of a class of securities registered under the Exchange Act, within a specified time period;
- part of a class of securities that is owned by 100 or more persons who are independent of the issuer and one another; and
- "freely transferable."

Whether a security is "freely transferable" depends upon the particular facts and circumstances. The Plan Assets Regulation provides several examples of restrictions on transferability that, absent unusual circumstances, will not prevent the rights of ownership in question from being considered "freely transferable" if the minimum investment is $10,000 or less. Where the minimum investment in an offering of securities is $10,000 or less, the presence of the following restrictions on transfer will not ordinarily affect a determination that such securities are "freely transferable":

- any restriction on, or prohibition against, any transfer or assignment that would either result in a termination or reclassification of the entity for federal or state tax purposes or that would violate any state or federal statute, regulation, court order, judicial decree or rule of law;
- any requirement that not less than a minimum number of Units or Units of such security be transferred or assigned by any investor, provided that such requirement does not prevent transfer of all of the then remaining Units or Units held by an investor;
- any prohibition against transfer or assignment of such security or rights in respect thereof to an ineligible or unsuitable investor; and
- any requirement that reasonable transfer or administrative fees be paid in connection with a transfer or assignment.

Our structure has been established with the intent to satisfy the "freely transferable" requirement set forth in the Plan Assets Regulation with respect to our Units, although there is no assurance that our Units will meet such requirement. Our Units are subject to certain restrictions on transfer. The minimum initial investment in our Units is generally $50,000. However, each Unit has a value substantially below $10,000 and, after they are purchased, such Units can be sold or otherwise disposed of in a block of any number of Units. Although there can be no assurance that the freely transferable requirement will be met with respect to these classes of Units, we believe that these Units should be treated as "freely transferable."

Other Prohibited Transactions

Regardless of whether the Units qualify for one of the exceptions of the Plan Assets Regulation, a prohibited transaction could occur if we, Berkeley Street Advisor, any selected broker-dealer or any of their affiliates is a fiduciary (within the meaning of Section 3(21) of ERISA) with respect to any Benefit Plan purchasing our Units. Accordingly, unless an administrative or statutory exemption applies, Units should not be purchased by a Benefit Plan with respect to which any of the above persons is a fiduciary. A

person is a fiduciary with respect to a Benefit Plan under Section 3(21) of ERISA if, among other things, the person has discretionary authority or control with respect to the Benefit Plan or "plan assets" or provides investment advice for a fee with respect to ERISA plan or IRA account assets. Under the new DOL regulations the definition of fiduciary under ERISA includes anyone who renders (or has authority to render) investment advice for a fee or other compensation, direct or indirect, with respect to the money or property of a benefit plan that is subject to ERISA or the Code including IRAs. The new regulations clarify that "investment advice" includes, among other things, any communication that (1) is about the advisability of an investment, (2) is directed to a specific recipient, and (3) would, based on the applicable facts and circumstances, reasonably be viewed as a suggestion to take (or refrain from taking) a particular course of action. A series of actions may amount to advice when considered in the aggregate.

Annual Valuation

A fiduciary of an employee Benefit Plan subject to ERISA is required to determine annually the fair market value of each asset of the plan as of the end of the plan's fiscal year and to file a report reflecting that value with the Department of Labor. When the fair market value of any particular asset is not available, the fiduciary is required to make a good faith determination of that asset's fair market value, assuming an orderly liquidation at the time the determination is made. In addition, an IRA fiduciary must provide an IRA participant with a statement of the value of the IRA each year. Failure to satisfy these requirements may result in penalties, damages or other sanctions.

Unless and until our Units are listed on a national securities exchange, we do not expect that a public market for our Units will develop. To date, neither the IRS nor the Department of Labor has promulgated regulations specifying how a plan fiduciary or IRA fiduciary should determine the fair market value of Units when the fair market value of such Units is not determined in the marketplace.

Initially, we intend to use the gross offering price of Units in this offering (ignoring purchase price discounts for certain categories of purchasers), or $10.00 per unit, as the estimated per Unit value of our Units. Once we announce an estimated NAV per unit, we generally expect to update the estimated NAV per Unit at least once per calendar year. If we do not commence an initial public offering we are not required to report an estimated NAV per unit.

Until we report an estimated NAV, the initial reported values will likely differ from the price that a unitholder would receive in the near term upon a resale of his or her Units or upon a liquidation of our company because (i) there is no public trading market for the Units at this time; (ii) when based solely on the offering price, the primary offering price includes the payment of underwriting compensation and other directed selling efforts, which payments and efforts are likely to produce a higher sale price than could otherwise be obtained; (iii) the estimated value will not reflect, and will not be derived from, the fair market value of our assets, nor will it represent the amount of net proceeds that would result from an immediate liquidation of our assets; (iv) the estimated value will not take into account how market fluctuations affect the value of our investments; and (v) the estimated value will not take into account how developments related to individual assets may increase or decrease the value of our portfolio.

Once we report an estimated NAV our unitholders should be aware of the following:

- the estimated values may not be realized by us or by our unitholders upon liquidation (in part because estimated values do not necessarily indicate the price at which assets could be sold and because the estimates may not take into account the expenses of selling our assets);
- our unitholders may not realize these values if they were to attempt to sell their Units because there is not expected to be an active trading market for the Units; and
- the estimated values, or the method used to establish values, may not be sufficient to enable an ERISA fiduciary or an IRA fiduciary to comply with the ERISA or IRA requirements described above. The Department of Labor or the IRS may determine that a plan fiduciary or an IRA fiduciary is required to take further steps to determine the value of our Units.

The foregoing requirements of ERISA and the Internal Revenue Code are complex and subject to change. Plan fiduciaries and the beneficial owners of IRAs are urged to consult with their own advisors regarding an investment in our Units.

DESCRIPTION OF UNITS

The following descriptions of our Units, certain provisions of Delaware law, and certain provisions of our certificate of limited partnership and our limited partnership agreement are summaries and are qualified by reference to Delaware law, our certificate of limited partnership, and our limited partnership agreement.

General

We are a Delaware limited partnership organized on [October ___, 2019], under the Delaware Revised Uniform Limited Partnership Act, as amended, or Delaware Limited Partnership Act, issuing limited partnership interests. The limited partnership interests in the Fund will be denominated in Units of limited partnership interests and, if created in the future, preferred Units of limited partnership interests. Our limited partnership agreement provides that we may issue an unlimited number of Units with the approval of our General Partner and without unitholder approval.

All of the Units offered by this memorandum will be duly authorized and validly issued. Upon payment in full of the consideration payable with respect to the Units, as determined by our General Partner, the holders of such Units will not be liable to us to make any additional capital contributions with respect to such Units (except for the return of distributions under certain circumstances as required by the Delaware Limited Partnership Act). Holders of Units have no conversion, exchange, sinking fund or appraisal rights, no pre-emptive rights to subscribe for any securities of the Fund and no preferential rights to distributions. However, holders of our Units will be eligible to participate in our redemption plan, as described below in "—Redemption Plan".

We intend to have a December 31st fiscal year end and to operate as a Qualified Opportunity Fund.

Distributions

To the extent that we make distributions, we expect that our General Partner will declare and make them on a periodic basis based on taxable income, or the sale of our assets, as determined by our General Partner, in arrears. Any distributions we make will be at the discretion of our General Partner, and will be based on, among other factors, our present and reasonably projected future cash flow, the appreciated value of the underlying assets and/or our need to maintain reserves. Distributions will be paid to unitholders as of the record dates selected by the General Partner.

Any distributions that we make will directly impact our NAV, by reducing the amount of our assets.

Although our goal is to fund the payment of distributions solely from cash flow from operations, we may pay distributions from other sources, including the net proceeds of this offering, cash advances by our General Partner or sponsors, cash resulting from a waiver of fees or reimbursements due to our advisor, borrowings in anticipation of future operating cash flow and the issuance of additional securities, and we have no limit on the amounts we may pay from such other sources. If we fund distributions from financings or the net proceeds from this offering, we will have less funds available for investment in real estate properties, real estate-related assets and other investments. We expect that our cash flow from operations available for distribution will be lower in the initial stages of this offering until we have raised significant capital and made substantial investments. Further, because we may receive income at various times during our fiscal year and because we may need cash flow from operations during a particular period to fund expenses, we expect that during the early stages of our operations and from time to time thereafter, we may declare distributions in anticipation of cash flow that we expect to receive during a later period and these distributions would be paid in advance of our actual receipt of these funds. In these instances, we expect to look to third party borrowings, our offering proceeds or other sources to fund our distributions. Additionally, we will make certain payments to our Manager for services provided to us. See "Management Compensation." Such payments will reduce the amount of cash available for distributions. Finally, payments to fulfill redemption requests under our redemption plan will also reduce funds available for distribution to remaining unitholders.

Our distributions will constitute a return of capital to the extent that they exceed our current and accumulated earnings and profits as determined for U.S. federal income tax purposes. To the extent that a distribution is treated as a return of capital for U.S. federal income tax purposes, it will reduce a holder's adjusted tax basis in the holder's Units, and to the extent that it exceeds the holder's adjusted tax basis will be treated as gain resulting from a sale or exchange of such Units.

Voting Rights

Our unitholders will have voting rights only with respect to certain matters, as described below. Each outstanding Unit entitles the holder to one vote on all matters submitted to a vote of unitholders until the redemption date as described below in "—Redemption Plan". Generally, matters to be voted on by our unitholders must be approved by either a majority or supermajority, as the case may be, of the votes cast by all Units present in person or represented by proxy. Our limited partnership agreement provides that special meetings of unitholders may be called by our General Partner. If any such vote occurs, you will be bound by the majority or supermajority vote, as applicable, even if you did not vote with the majority or supermajority.

The following circumstances will require the approval of holders representing a majority or supermajority, as the case may be, of the Units:

- any amendment to our limited partnership agreement that would adversely change the rights of the Units (*majority of affected class/series*);

- removal of our General Partner for "cause" as described under "Management—Term and Removal of the General Partner" (*two-thirds*); and

- the dissolution of the issuer (only if the General Partner has been removed for "cause") (*majority*).

Unitholder Announcements; Notices. In the case of specified dispositions or a redemption, we will announce or otherwise provide specified information to our unitholders.

Meetings. Our limited partnership agreement provides that special meetings of unitholders may only be called by our General Partner. There will be no annual or regular meetings of the partners.

Fractional Units. We will not have to issue or deliver any fractional Units to any holder of Units upon any redemption or distribution under the provisions described under "— Redemptions." Instead of issuing fractional Units, we will pay cash for the fractional Unit in an amount equal to the fair market value of the fractional unit, without interest.

Payment of Taxes. If any person exchanging a certificate representing Units wants us to issue a certificate in a different name than the registered name on the old certificate, that person must pay any transfer or other taxes required by reason of the issuance of the certificate in another name or establish, to the satisfaction of us or our agent, that the tax has been paid or is not applicable.

Liquidation Rights

In the event of a liquidation, termination or winding up of the Fund, whether voluntary or involuntary, we will first pay or provide for payment of our debts and other liabilities, including the liquidation preferences of any class of preferred Units. Thereafter, holders of our Units will share in our funds remaining for distribution pro rata in accordance with their respective interests in the Fund.

Valuation Policies

Our General Partner set our initial offering price at $10.00 per unit, which will be the purchase price of our Units until the offering terminates. However, our General Partner may determine, either before the termination of the offering or in connection with our redemption plan, that it would be more appropriate to adjust the per Unit purchase price (redemption price) to reflect changes in the value of the Fund, in which event, it expects to determine the fair market value of the Fund (and its Units) using a net asset value calculation ("NAV"). If the General Partner determines to adjust the NAV, it will be the greater of (i) $10.00 per Unit or (ii) our NAV, divided by the number of our Units outstanding as of a then-current date to be determined by the General Partner.

If the General Partner determines to adjust the purchase price or the Redemption Price, our sponsors' internal accountants will calculate our NAV per Unit using a process that may reflect some or all of the following: (1) estimated values of each of our commercial real estate assets and investments, including related liabilities, based upon (a) market capitalization rates, comparable sales information, interest rates, net operating income, (b) with respect to debt, default rates, discount rates and loss severity rates, (c) for properties that have development or value add plans, progress along such development or value add plan, and (d) in certain instances reports of the underlying real estate provided by an independent valuation expert, (2) the price of liquid assets for which third party market quotes are available, (3) accruals of our periodic distributions, and (4) estimated accruals of our operating revenues and expenses. For joint venture or direct equity investments, the sponsors primarily rely on discounted cash flow method. Note, however, that the determination of our NAV is not based on, nor intended to comply with, fair value standards under GAAP, and our NAV may not be indicative of the price that we would receive for our assets at current market conditions. In instances where we determine that an appraisal of the real estate asset is necessary, including, but not limited to, instances where our General Partner is unsure of its ability on its own to accurately determine the estimated values of our commercial real estate assets and investments, or instances where third party market values for comparable properties are either nonexistent or extremely inconsistent, we will engage an appraiser that has expertise in appraising commercial real estate assets, to act as our independent valuation expert. The independent valuation expert will not be responsible for, nor for preparing, our NAV per unit.

As there is no market value for our Units as they are not expected to be listed or traded, our goal is to provide a reasonable estimate of the value of our Units in adjusting the purchase price and Redemption Price, with the understanding that our Units are not listed or traded on any stock exchange or other marketplace. As with any commercial real estate valuation protocol, the conclusions reached by our sponsors' internal asset management team or internal accountants, as the case may be, will be based on a number of judgments,

assumptions and opinions about future events that may or may not prove to be correct. The use of different judgments, assumptions or opinions would likely result in different estimates of the value of our commercial real estate assets and investments. In addition, for any given period, our published NAV per Unit may not fully reflect certain material events, to the extent that the financial impact of such events on our portfolio is not immediately quantifiable. Note, however, that the determination of our NAV is not based on, nor intended to comply with, fair value standards under GAAP, and our NAV may not be indicative of the price that we would receive for our assets at current market conditions. As a result, the calculation of our NAV per Unit may not reflect the precise amount that might be paid for your Units in a market transaction, and any potential disparity in our NAV per Unit may be in favor of either unitholders who redeem their Units, or unitholders who buy new Units, or existing unitholders. However, to the extent quantifiable, if a material event occurs in between updates of NAV that would cause our NAV per Unit to change by 5% or more from the last disclosed NAV, we will disclose the updated price and the reason for the change as promptly as reasonably practicable, and will update the NAV information provided on our website.

Our Liquidity Philosophy and Redemption Plan

Our liquidity philosophy is informed by Dalbar's 2015 Quantitative Analysis of Investor Behavior (QAIB), which found that the average investor's returns from a standard stocks and bonds portfolio were 1.7% to 2.6% over a 10 to 20 year period, as compared to an average return of approximately 7.4% annual return for the S&P 500 over a similar period. Dalbar concluded that overall investment performance is more dependent on investor behavior than on fund performance, with investors who hold their investments through market downturns outperforming those investors who try to time the market. Our redemption plan is designed to protect the Fund and its investors from such detrimental behavior.

We invest in real property because of the many potential benefits that come with owning it. However, those benefits also come with a tradeoff, primarily liquidity. By its nature, real estate is an illiquid, long-term investment with a natural duration to be measured in years or decades. Properties grow in value as macro growth trends play out around them. Selling a property before giving it sufficient time to benefit from this growth is a good way to underperform. More importantly, to do so during a financial crisis is generally not only impatient, but also can result in painful losses.

Yet in a financial crisis, investors tend to be overcome by fear and forget the fundamentals of a long-term investment strategy. In that circumstance, we expect that some investors may ask for liquidity in the form of redemptions through our adopted redemption plan. Unknowingly or not, depending on the number of investors requesting redemptions, they could be requesting that we sell an investment property in order to generate the cash required to provide that liquidity. This type of forced selling during a financial crisis is likely to yield a discount to fair value of normal periods.

Not only do we believe that forced selling is a poor investment practice, it also hurts fellow investors in the Fund who are not seeking liquidity, as it forces existing investors to lock in lower returns by having the Fund sell an investment property into a down market rather than having the patience to ride out the storm.

We want to be clear to every investor that forced selling to provide for redemption requests is not something you should expect from the Fund during a down market. We have designed our governance and redemption plan specifically to prevent this scenario. We have built an investment model to target performance over the long run, not trade in the short term — and investors should expect us to act in accordance with what we believe is in the best long-term interest of the Fund and our investors as a whole. In fact, whenever the next downturn does occurs, we think it is likely to create compelling opportunities to buy, not sell.

While unitholders should view this investment as long-term, our General Partner has adopted a redemption program pursuant to which our unitholders may be able to have their Units repurchased by us, subject to numerous restrictions that limit our unitholders' ability to sell their Units to us. The price at which we repurchase Units in our redemption program will vary depending on whether we have announced an estimated NAV and the circumstances under which the redeeming unitholder is requesting redemption. The terms of our redemption program are more generous with respect to redemptions sought upon a unitholder's death, "qualifying disability", or "determination of incompetence" (each as defined in the program and collectively, "Special Redemptions"), as described below.

If and when we do have funds available for redemption, with respect to Units submitted for redemption, other than in connection with a Special Redemption (an "Ordinary Redemption"), for those Units held by the redeeming unitholder for at least one year, we expect to initially redeem Units submitted for redemption at 95.0% of the price paid to acquire the Units from us. Once we establish an estimated NAV per Unit of our Units, for those Units held by the redeeming unitholder for at least one year, we will redeem all Units submitted in connection with an Ordinary Redemption at 95.0% of our estimated NAV per Unit as of the applicable redemption date.

For purposes of determining whether a redeeming unitholder has held the Unit submitted for redemption for at least one year, the time period begins as of the date the unitholder acquired the Unit; provided, that Units purchased by the redeeming unitholder pursuant to our distribution reinvestment plan will be deemed to have been acquired on the same date as the initial Unit to which the distribution reinvestment plan Units relate. The date of the Unit's original issuance by us is not determinative.

The terms of our redemption program are more generous with respect to Special Redemptions:

- There is no one-year holding requirement,
- Until we establish an estimated NAV per unit, the redemption price is the amount paid to acquire the Units from us; and
- Once we have established an estimated NAV per unit, the redemption price for all Units will be the estimated NAV per unit.

In order for a determination of disability or incompetence to entitle a unitholder to these special redemption terms, the determination of disability or incompetence must be made by the government entities specified in our redemption program.

Our redemption program contains numerous other restrictions on our unitholders' ability to sell their Units to us. During each calendar year, redemptions are limited to the amount of net proceeds from the sale of Units under our distribution reinvestment plan during the prior calendar year; however, we may increase or decrease the funding available for the redemption of Units upon 10 business days' notice to our unitholders. Further, during any calendar year, we may redeem no more than 5% of the weighted-average number of Units outstanding during the prior calendar year. We also have no obligation to redeem Units if the redemption would violate the restrictions on distributions under Delaware law, which prohibits distributions that would cause a corporation to fail to meet statutory tests of solvency. We may amend, suspend or terminate the program for any reason upon 10 business days' notice to unitholders.

Furthermore, a unitholder requesting redemption will be responsible for reimbursing us for any third-party costs incurred as a result of the redemption request, including but not limited to, bank transaction charges and custody fees.

Reports to Unitholders

Pursuant to our limited partnership agreement, we will prepare an audited annual report and deliver it to our unitholders within 120 days after the end of each fiscal year. Our General Partner is required to take reasonable steps to ensure that the annual report complies with our limited partnership agreement provisions. We may provide additional reports to our unitholders at the discretion of our General Partner.

We may update this memorandum if any material developments occur that our General Partner determines should be included in a supplement. We will post updated memoranda or supplements to our website. We will provide such periodic updates electronically through the EquiAlt website at www.equialt.com, and documents will be provided electronically. You may access and print ~~all periodic updates provided~~ through our website. As periodic updates become available, we will notify you of this by sending you an e-mail message that will include instructions on how to retrieve the periodic updates. If our e-mail notification is returned to us as "undeliverable," we will contact you to obtain your updated e-mail address. We will provide you with paper copies at any time upon request. The contents of the EquiAlt website are not incorporated by reference in or otherwise a part of this memorandum.

THE PARTNERSHIP AGREEMENT

Our Limited Partnership Agreement

General Partner

- Our limited partnership agreement designates Berkeley Street Affordable Housing GP, LLC, an affiliate of our sponsors, as our General Partner. Our General Partner will generally not be entitled to vote on matters submitted to our unitholders, although its approval will be required with respect to certain amendments to the limited partnership agreement that would adversely affect its rights. Our General Partner will not have any distribution, redemption, conversion or liquidation rights by virtue of its status as the General Partner.

- Our limited partnership agreement further provides that the General Partner, in exercising its rights in its capacity as the General Partner, will be entitled to consider only such interests and factors as it desires, including its own interests, and will have no duty or obligation (fiduciary or otherwise) to give any consideration to any interest of or factors affecting us or any of our unitholders and will not be subject to any different standards imposed by our limited partnership agreement, the Delaware Limited Partnership Act or under any other law, rule or regulation or in equity.

Organization and Duration

We were formed on [October ___, 2019], as a Delaware limited partnership. We will remain in existence until dissolved in accordance with our limited partnership agreement.

Purpose

Under our limited partnership agreement, we are permitted to engage in any business activity that lawfully may be conducted by a limited partnership organized under Delaware law and, in connection therewith, to exercise all of the rights and powers conferred upon us pursuant to the agreement relating to such business activity.

Agreement to be Bound by our Limited Partnership Agreement; Power of Attorney

By purchasing one or more Units, you will be admitted as a limited partner in the Fund and will be bound by the provisions of, and deemed to be a party to, our limited partnership agreement. Pursuant to this agreement, each unitholder and each person who acquires a Unit from a unitholder, grants to our General Partner a power of attorney to, among other things, execute and file documents required for our qualification, continuance, or dissolution. The power of attorney also grants our General Partner the authority to make certain amendments to, and to execute and deliver such other documents as may be necessary or appropriate to carry out the provisions or purposes of, our limited partnership agreement.

No Fiduciary Relationship with our General Partner

We operate under the direction of our General Partner, which is responsible for managing our day-to-day operations although it has delegated, subject to certain exceptions, substantially all of its obligations to the Manager pursuant to the Investments Management Agreement. Our General Partner performs its duties and responsibilities pursuant to our limited partnership agreement. Our General Partner maintains a contractual, as opposed to a fiduciary relationship, with us and our unitholders. Furthermore, we have agreed to limit the liability of our General Partner and Manager and to indemnify our General Partner and Manager against certain liabilities.

Limited Liability and Indemnification of our General Partner, our Manager and Others

Subject to certain limitations, our limited partnership agreement limits the liability of our General Partner, our advisor, their officers, managers and directors, our sponsors and our sponsors' affiliates, for monetary damages and provides that we will indemnify and pay or reimburse reasonable expenses in advance of final disposition of a proceeding to our General Partner, our advisor, their officers, managers and directors, our sponsors and our sponsors' affiliates.

Our limited partnership agreement provides that to the fullest extent permitted by applicable law, our General Partner, our advisor, their officers, managers and directors, our sponsors and our sponsors' affiliates will not be liable to us. In addition, pursuant to our limited partnership agreement, we have agreed to indemnify our General Partner, our advisor, their officers, managers and directors, our sponsors and our sponsors' affiliates, to the fullest extent permitted by law, against all expenses and liabilities (including

judgments, fines, penalties, interest, amounts paid in settlement with the approval of the Fund and attorney's fees and disbursements) arising from the performance of any of their obligations or duties in connection with their service to us or the limited partnership agreement, including in connection with any civil, criminal, administrative, investigative or other action, suit or proceeding to which any such person may hereafter be made party by reason of being or having been the advisor or one of our General Partner's or our advisor's officers, managers or directors.

Insofar as the foregoing provisions permit indemnification of directors, officers or persons controlling us for liability arising under the Securities Act, we have been informed that, in the opinion of the SEC, this indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Amendment of Our Limited Partnership Agreement; Exclusive Authority of our General Partner to Amend our Limited Partnership Agreement

Amendments to our limited partnership agreement may be proposed only by or with the consent of our General Partner. Our General Partner will not be required to seek approval of the unitholders to adopt or approve any amendment to our limited partnership agreement, except to the extent that such amendment would limit the rights of the holders of any class or series of Units or would otherwise have an adverse effect on such holders. In such a case, the proposed amendment must be approved in writing by holders representing a majority of the class or series of Units so affected.

Termination and Dissolution

We will continue as a limited partnership until terminated under our limited partnership agreement. We will dissolve upon: (1) the election of our General Partner to dissolve us; (2) the sale, exchange or other disposition of all or substantially all of our assets; (3) the entry of a decree of judicial dissolution of the Fund; or (4) at any time that we no longer have any unitholders, unless our business is continued in accordance with the Delaware Limited Partnership Act.

Books and Reports

We are required to keep appropriate books of our business at our principal offices. The books will be maintained for both tax and financial reporting purposes on a basis that permits the preparation of financial statements in accordance with GAAP. For financial reporting purposes and U.S federal income tax purposes, our fiscal year and our tax year (unless otherwise required by the Code) are the calendar year.

We will provide audited financial statements to investors within 120 days of our fiscal year end.

Determinations by our General Partner

Any determinations made by our General Partner under any provision described in our limited partnership agreement will be final and binding on our unitholders, except as may otherwise be required by law. We will prepare a statement of any determination by our General Partner respecting the fair market value of any properties, assets or securities, and will file the statement with the Fund's books and records.

Restrictions on Ownership and Transfer

All of our Units will be "restricted securities" within the meaning of Rule 144 under the Securities Act and therefore may not be transferred by a holder thereof within the United States or to a "U.S. person" unless such transfer is made pursuant to registration under the Securities Act, pursuant to an exemption therefrom, or in a transaction outside the United States pursuant to the resale provisions of Regulation S.

Anti-Takeover Effects of Our Limited Partnership Agreement and Delaware Law

The following is a summary of certain provisions of our limited partnership agreement and Delaware law that may be deemed to have the effect of discouraging, delaying or preventing transactions that involve an actual or threatened change of control of the Fund. These provisions include the following:

Authorized but Unissued Units

Our limited partnership agreement authorizes us to issue additional Units or other securities of the Fund for the consideration and on the terms and conditions established by our General Partner without the approval of our unitholders. In particular, our General

Partner is authorized to provide for the issuance of an unlimited amount of one or more classes or series of Units of the Fund, and to fix the number of Units, the relative powers, preferences and rights, and the qualifications, limitations or restrictions applicable to each class or series thereof by resolution authorizing the issuance of such class or series. Our ability to issue additional Units and other securities could render more difficult or discourage an attempt to obtain control over us by means of a tender offer, merger or otherwise.

Delaware Business Combination Statute—Section 203

We are a limited partnership organized under Delaware law. Some provisions of Delaware law may delay or prevent a transaction that would cause a change in our control. Section 203 of the DGCL, which restricts certain business combinations with interested unitholders in certain situations, does not apply to limited partnerships unless they elect to utilize it. Our limited partnership agreement does not currently elect to have Section 203 of the DGCL apply to us. In general, this statute prohibits a publicly held Delaware corporation from engaging in a business combination with an interested unitholder for a period of three years after the date of the transaction by which that person became an interested unitholder, unless the business combination is approved in a prescribed manner. For purposes of Section 203, a business combination includes a merger, asset sale or other transaction resulting in a financial benefit to the interested unitholder, and an interested unitholder is a person who, together with affiliates and associates, owns, or within three years prior did own, 15% or more of voting Units. Our General Partner may elect to amend our limited partnership agreement at any time to have Section 203 apply to us.

PLAN OF DISTRIBUTION

General

We are offering up to $75,000,000 of our Units to accredited investors on a fixed price and "best efforts" basis.

We currently expect our primary offering to terminate upon our acceptance of subscriptions with an aggregate purchase price of $75,000,000; however, in our sole discretion and without notice to you, we may increase the size of this offering and offer additional Units on the same or different terms and conditions. If we decide to increase the size of our primary offering or otherwise extend the term of this offering, we will provide that information in a supplement to this memorandum. We may terminate this offering at any time.

Offers and sales of Interests will be made on a "best efforts" basis by Cabot Lodge, a member of FINRA, as the exclusive Managing Broker-Dealer for this Offering, and any other participating broker dealers that Cabot Lodge agrees to include.

Compensation of Broker-Dealers [NEED TO DISCUSS]

We will pay commissions, allowances, expense reimbursements and placement fees (collectively, the "Selling Commissions and Expenses") in connection with the offering of our Units as described below.

~~Broker-dealers~~Cabot Lodge may receive selling commissions in an amount up to ~~10~~7% of the purchase price of the Units sold ~~by~~, which will be re-allowed to Selling Group Members who make such ~~broker-~~sales. Cabot Lodge will also receive a dealer manager fee of up to 3% of the purchase price of the Units sold, a portion of which may be re-allowed to participating Selling Group Members. Reduced selling commissions will be paid for Units with respect to sales through certain distribution channels. ~~The standard commission structure for this offering will pay a 3% commission to the broker-dealer at the time the investment is made, and, provided the investor has not withdrawn the investment, 1% on the fifth anniversary, 1% on the seventh anniversary, and 3% on the tenth anniversary of the investment.~~

We may pay a non-accountable marketing and due diligence allowance of up to 1% of the purchase price of the Units sold by broker-dealers in the offering~~, in addition to a placement fee of up to 1% of the purchase price of the Units sold by broker-dealers in the offering. A portion of the placement fee may be used for marketing expenses as agreed to by the broker-dealer and us.~~

We may sell our Units at a discount to the offering price through the following distribution channels in the event that the investor:

- pays a broker a single fee, e.g. a percentage of assets under management, for investment advisory and broker services, which is frequently referred to as a "wrap fee";
- has engaged the services of a registered investment adviser with whom the investor has agreed to pay compensation for investment advisory services or other financial or investment advice (other than a registered investment adviser that is also registered as a broker-dealer who does not have a fixed or wrap fee feature or other asset fee arrangement with the investor); or
- is investing through a bank acting as trustee or fiduciary.

If an investor purchases Units through one of these channels in the offering, we will sell the Units at a 10% discount, reflecting that selling commissions will not be paid in connection with such purchases. We will receive substantially the same net proceeds for sales of Units through these channels.

From time to time we may agree to pay reduced selling commissions, non-accountable marketing and due diligence allowances, placement fees and/or wholesaling fees in connection with certain purchases, in which case we will reduce the purchase price accordingly.

Subscription Procedures

To purchase Units in this offering, you must complete and sign a subscription agreement (in the form attached to this memorandum as Appendix A) for a specific dollar amount of Units and pay for the Units at the time of your subscription. Units in this offering will be purchased at the offering price in effect on the date your subscription agreement is received in good order and either (i) processed by us or our advisor, or (ii) confirmed for acceptance into the escrow account applicable to subscription proceeds received from Benefit Plan investors, as applicable to your Units. You should make your check payable to "Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP" Subscriptions will be effective only upon our acceptance, and we reserve the right to reject any subscription in whole or in part.

Any subscription payments not subject to an escrow will be deposited into a special account in our name until such time as we have accepted or rejected the subscriptions. We will accept or reject subscriptions within 30 days of our receipt of such subscriptions and, if rejected, we will return all funds to the rejected subscribers within ten business days. If accepted, the funds will be transferred into our general account. You will receive a confirmation of your purchase. We generally admit unitholders on a ~~daily~~weekly basis.

~~In this memorandum, we describe our investment objectives, borrowing policy, distribution policy, our charter and other governing documents, compensation to our advisor and its affiliates, and other aspects of our company and an investment in our Units. We also describe how we expect these will change at the time of an initial public offering if we were to commence such an offering. However, except for certain charter amendments, we may change any of these aspects of our company and an investment in our Units without unitholder approval, whether for business, regulatory or other reasons. Accordingly, there is no assurance that such aspects of our company and an investment in our Units that are in effect now will remain as described in this memorandum. In addition, there is no assurance as to when or whether we will conduct an initial public offering at all.~~

Irrevocable Proxy upon Subscription

If you subscribe for Units in this private offering, you will grant an irrevocable authorization for our advisor, Berkeley Street Advisor, to be your proxy at a meeting of our unitholders with permission to vote your Units on any proposal put to a unitholder vote that our General Partner believes is necessary to comply with any state or federal rule, law or regulation or to comply with any request made by a state or federal administrative body in connection with the registration of an initial public offering of our Units. Such proposals may include, among other things, amendments to our charter. This irrevocable proxy authorization will continue until our Units are initially registered (unless otherwise withdrawn) in all jurisdictions in which we have applied to register an initial public offering. You may not agree with the votes cast by Berkeley Street Advisor pursuant to this irrevocable proxy authorization.

Suitability Standards

As a proposed investor in the Units, you must represent in writing that you meet, among others, all of the following suitability standards:

a. You are aware that an investment in the Units involves a high degree of risk, including the possible loss of your entire investment, and you understand and take full cognizance of the risk factors related to the purchase of the Units, including, but not limited to, those set forth in the section entitled "Risk Factors" in this memorandum.

b. You are aware that the Units are restricted securities, and may not be transferred or resold except as permitted under the Securities Act, and applicable state securities laws, pursuant to registration or exemption therefrom; no public market for the Units exists and none is expected to develop; and it may not be possible for you to liquidate your investment in the Units.

c. You have received and carefully read and understand this memorandum, the subscription agreement, and all other documents in connection therewith, and you confirm that all documents, records and books pertaining to the investment in the company through the Units have been made available to you and/or your purchaser representative or other personal investment, tax and legal advisers, if such advisers were utilized by yourself, and you agree to be bound by the terms of the subscription agreement and all such other documents.

d. You are the sole party in interest as to the Units subscribed for and are acquiring the Units for your own account, for investment only and have no present intention, agreement or arrangement for the distribution, transfer, assignment, resale or subdivision of the Units and you have adequate means of providing for your current needs and personal contingencies, and do not anticipate that you will have a need to liquidate or transfer the Units during the term of the company.

e. You are capable of bearing the high degree of economic risk of this investment including, but not limited to, the possibility of complete loss of investment and the lack of a public market that may make it impossible to readily liquidate the investment whenever desired, and your overall commitment to investments that are not readily marketable is not disproportionate to your net worth, and your investment in the Units will not cause such overall commitment to become excessive.

f. You have adequate means of providing for your financial requirements, both current and anticipated, and have no need for liquidity in your investment in the Units.

g. You have knowledge and experience in financial and business matters (either alone or with the aid of a purchaser representative), are capable of evaluating the merits and risks of an investment in the company and its proposed activities, have the ability to protect your interests in connection with such investment and have carefully considered the

suitability of an investment in the company for your particular financial situation, and have determined that the Units are a suitable investment.

h. You are an Accredited Investor. Generally, to be an "accredited investor," an investor who is a natural person must, at the time of his or her purchase, (i) have a net worth, individually or jointly with one's spouse, in excess of $1,000,000 or (ii) have had an individual income in excess of $200,000 in each of the two most recent years, or joint income with one's spouse in excess of $300,000 in each of those years and have a reasonable expectation of reaching the same income level in the current year. In determining net worth, the value of the investor's principal residence, and debt secured thereby, is excluded from the calculation, provided, that if the debt exceeds the fair market value of the principal residence, then the excess of such debt is included in total liabilities.

An organization or entity may qualify as an "accredited investor" if it is (i) a corporation, an organization described in Section 501 (c)(3) of the Internal Revenue Code, Massachusetts or similar business trusts or partnership not formed for the specific purpose of acquiring Units, with total assets in excess of $5,000,000; (ii) a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring Units, whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of an investment in a share; (iii) a broker-dealer registered pursuant to Section 15 of the Exchange Act; (iv) an insurance company as defined in Section 2(13) of the Securities Act; (v) an investment company registered under the Investment Company Act of 1940 (the "Investment Company Act"); (vi) a business development company as defined in Section 2(a)(48) of the Investment Company Act; (vii) any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; (viii) a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, if such plan has total assets in excess $5,000,000; (ix) an employee Benefit Plan within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA"), if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee Benefit Plan has total assets in excess of $5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors; (x) a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940; (xi) a bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; or (xii) an entity all of the equity owners of which are accredited investors.

Those selling Units on our behalf and participating broker-dealers and registered investment advisers recommending the purchase of Units in this offering have the responsibility to make every reasonable effort to determine that your purchase of Units in this offering is a suitable and appropriate investment for you based on information provided by you regarding your financial situation and investment objectives. In making this determination, these persons have the responsibility to ascertain that you:

- are an accredited investor as set forth under "Who May Invest" immediately following the cover page of this memorandum;
- can reasonably benefit from an investment in our Units based on your overall investment objectives and portfolio structure;
- are able to bear the economic risk of the investment based on your overall financial situation;
- are in a financial position appropriate to enable you to realize to a significant extent the benefits described in this memorandum of an investment in our Units; and
- have apparent understanding of:
  - the fundamental risks of the investment;
  - the risk that you may lose your entire investment;
  - the lack of liquidity of our Units;
  - the restrictions on transferability of our Units; and
  - the tax consequences of your investment.

Relevant information for this purpose will include at least your age, investment objectives, investment experience, income, net worth, financial situation and other investments as well as any other pertinent factors. Our sponsors, those selling Units on our behalf and participating broker-dealers and registered investment advisers recommending the purchase of Units in this offering must

maintain, for a six-year period, records of the information used to determine that an investment in Units is suitable and appropriate for you.

Minimum Purchase Requirements

You must generally initially invest at least $50,000 in our Units to be eligible to participate in this offering. In our sole discretion we may permit certain investors to invest less. If you are a nonqualified account and have satisfied the applicable minimum purchase requirement, any additional purchase must be in amounts of at least $25,000. The investment minimum for subsequent purchases does not apply to Units purchased pursuant to our distribution reinvestment plan. In order to satisfy this minimum purchase requirement, unless otherwise prohibited by state law, a husband and wife may jointly contribute funds from their separate IRAs, provided that each such contribution is made in increments of $25,000. You should note that an investment in our Units will not, in itself, create a retirement plan and that, in order to create a retirement plan, you must comply with all applicable provisions of the Internal Revenue Code.

A qualified account includes an account established for (i) an "employee pension benefit plan" within the meaning of Section 3(3) of ERISA and subject to the requirements of Title I of ERISA, (ii) an "individual retirement account" within the meaning of section 408(a) of the Code and/or a "Plan" within the meaning of section 4975(e)(1) of the Code, or (iii) a "governmental plan" within the meaning of section 3(32) of ERISA.

Unless you are transferring all of your Units, you may not transfer your Units in a manner that causes you or your transferee to own fewer than the number of Units required to meet the minimum purchase requirements in our most recent offering, except for the following transfers without consideration: transfers by gift, transfers by inheritance, intra-family transfers, family dissolutions, transfers to affiliates and transfers by operation of law. These minimum purchase requirements are applicable until our Units are listed on a national securities exchange, and these requirements may make it more difficult for you to sell your Units. All sales must also comply with applicable state and federal securities laws.

Investments by Qualified Accounts

Funds from qualified accounts will be accepted if received in installments that together meet the minimum or subsequent investment amount, as applicable, so long as the total subscription amount was indicated on the subscription agreement and all funds are received within a 90-day period. We intend to limit investment from qualified accounts to 24.9% of the total Fund.

LEGAL MATTERS

The validity of the Units being offered hereby has been passed upon for us by DLA Piper LLP (US). DLA Piper LLP (US) has also reviewed the statements relating to certain federal income tax matters that are likely to be material to U.S. holders of our Units under the caption "Federal Income Tax Considerations."

APPENDIX A

SUBSCRIPTION AGREEMENT

Investor Instructions

Private Placement Offering

EquiAlt
EQUITY IN ALTERNATIVES

Please follow these instructions carefully. Failure to do so could result in the rejection of your subscription.

1. SUBSCRIPTION AMOUNT

PLEASE NOTE: Money Orders, Traveler's Checks, Starter Checks, Foreign Checks, Counter Checks, Third-Party Checks and Cash cannot be accepted.

A minimum initial investment of $50,000 is required. In our sole discretion, we may permit certain investors to make a smaller investment in our units. You should make your check payable to "Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP."

A qualified account includes an account established for (i) an "employee pension benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and subject to the requirements of Title I of ERISA, (ii) an "individual retirement account" within the meaning of section 408(a) of the Code and/or a "Plan" within the meaning of section 4975(e)(1) of the Code or (iii) a "governmental plan" within the meaning of section 3(32) of ERISA.

The maximum number of partnership units of Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP (the "Fund") will be purchased based on the amount set forth under "Amount of Subscription" and will vary depending on whether the sale is subject to any available discounts. If you provide payment that differs from the payment amount indicated in "Amount of Subscription," your subscription will be automatically deemed a subscription for the maximum number of units that may be purchased for the payment provided.

2. ACCOUNT TYPE

Please check the appropriate box to indicate the account type of the subscription. Please note that pension plans, profit sharing plans, KEOGH plans, 401Ks, traditional (individual) Individual Retirement Accounts ("IRAs"), simple IRAs, SEP IRAs, ROTH IRAs, and Beneficial IRAs are considered to be Benefit Plans (as defined in the PPM) and as such, investments to be held in such accounts are subject to certain limitations and escrow terms as described in the PPM. See "ERISA Considerations - Plan Asset Considerations" and "Plan of Distribution - Special Notice to Benefit Plan Investors" in the PPM. **Benefit Plans may only subscribe for units through a Broker-Dealer or a Registered Investment Advisor, and are limited to not more than 25% of the Fund.**

Please be aware that the Fund, Berkeley Street Advisor (the "Advisor"), EquiAlt Holdings LLC and their respective officers, directors, employees and affiliates are not undertaking to provide impartial investment advice or to give advice in a fiduciary capacity in connection with the Fund's private offering or the purchase of the Fund's units and that the Advisor has financial interests associated with the purchase of the Fund's units, as described in the PPM, including fees, expense reimbursements and other payments it anticipates receiving from the Fund in connection with the purchase of the Fund's units.

3. ACCOUNT INFORMATION

Enter the name(s), mailing address and telephone numbers of the registered owner of the investment. Partnerships, corporations and other organizations should include the name of an individual to whom correspondence should be addressed. Non-resident aliens must also supply IRS Form W-8BEN.

All investors must complete the space provided for taxpayer identification number or social security number. By signing in Section 8, you are certifying that the number you have provided in the Subscription Agreement is correct.

Please print the exact name(s) in which units are to be registered. Include the trust/entity name, if applicable. If the account is an IRA or custodial held account, include the names and taxpayer identification numbers of both the investor and the custodian or administrator.

You may elect to have your account documents, such as investor and proxy statements, tax forms, annual reports and other investor communications made available to you electronically, by signing in this section. If you elect this option, you (i) must provide a valid e-mail address in Section 3 of the Subscription Agreement; (ii) agree that you have the appropriate hardware and software to receive e-mail notifications and view PDF documents; (iii) understand you may incur certain costs associated with downloading and printing investor documents; and (iv) understand that electronic delivery also involves risks related to system or network outages that could impair your timely receipt of or access to your documents. Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP may choose to send one or more items to you in paper form despite your consent to electronic delivery. You may also request a paper copy of any particular investor document. Your consent will be effective until you revoke it by either written consent to Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP or by contacting Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP at (855) EquiAlt.

PLEASE NOTE: You must include a permanent street address even if your mailing address is a P.O. Box. If the investment is to be held by joint owners, you must provide the requested investor information for each joint owner.

4. CUSTODIAN/THIRD PARTY ADMINISTRATOR INFORMATION

Complete this section if the registered owner of the investment will be a Custodian Plan. The Custodian/Administrator of the plan must also complete section 7 and sign page six of the Subscription Agreement.

5. DISTRIBUTION INFORMATION

Complete this section to elect to receive distributions, if any, by direct deposit and/or to elect to receive distributions by check. If you elect direct deposit into your checking or savings account (not available for brokerage accounts), you must attach a voided check with this completed Subscription Agreement. You must indicate the percentage of your distribution to be applied to each option selected and the sum of the allocations must equal 100%. If you do not complete this section, distributions will be paid to the registered owner at the address in Section 3, or for custodial held accounts, to the address listed in Section 4 of the Subscription Agreement. Custodial account distributions to a third party require custodian approval.

6. BROKER-DEALER AND REGISTERED REPRESENTATIVE INFORMATION

PLEASE NOTE: If applicable, the Broker-Dealer or Registered Investment Adviser must complete this section of the Subscription Agreement. To subscribe through a Broker-Dealer, the Fund may require that a Selected Dealer Agreement be executed with the Fund to be listed as agent/firm of record.

7. ACCREDITED INVESTOR STATUS

Units are being sold only to certain classes of qualified investors. To become an investor, you must attest that you are an "accredited investor," as that term is defined from time to time in Regulation D as promulgated by the SEC under the Securities Act of 1933, as amended (the "Securities Act"). Please check all representations that apply.

8. SUBSCRIBER SIGNATURES

Please separately initial each of the representations in paragraphs (a) through (l). Except in the case of fiduciary accounts, you may not grant any person a power of attorney to make such representations on your behalf.

Please refer to the PPM under "Investor Suitability Standards" to verify that you meet the minimum suitability standards to invest in this offering.

By signing this Subscription Agreement, you agree to provide the information in Section 7 and 8 of the agreement and confirm the information is true and correct. If we are unable to verify your identity or that of another person authorized to act on your behalf or if we believe we have identified **potential criminal activity**, we reserve the right to take action as we deem appropriate, including, but not limited to, closing your account or refusing to establish your account.

9. FINANCIAL REPRESENTATIVE SIGNATURES

PLEASE NOTE: If applicable, the Broker-Dealer or Registered Investment Advisor must sign this section to complete the subscription.

Required Representations: By signing Section 9, the registered representative of the Broker-Dealer or Registered Investment Advisor confirms on behalf of the Broker-Dealer that:

- the investor is an "accredited investor" as the term is defined in Section 501(a) of Regulation D and meets the investor suitability requirements set forth in the PPM;

- the information and representations concerning the investor identified herein are true, correct and complete in all respects;
- he or she has discussed the investor's prospective purchase of units with such investor and believes the investor can reasonably benefit from an investment in the units of Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP based on such investor's overall investment objectives and portfolio structure;
- he or she has advised such investor of all pertinent facts with regard to the lack of liquidity and marketability of the units and other fundamental risks related to the investment in the units, the restrictions on transfer of the units and the risk that the investor could lose his or her entire investment in the units;
- he or she has delivered to the investor the PPM required to be delivered in connection with this subscription;
- the investor is purchasing these units for the account referenced in Section 3; and
- the purchase of units is a suitable investment for such investor, and such investor is in a financial position to enable the investor to realize the benefits of such an investment and to suffer any loss that may occur with respect thereto.

In addition, the registered representative of the Broker-Dealer or Registered Investment Advisor represents that he or she and the Broker-Dealer and/or Registered Investment Advisor:

- are duly licensed and may lawfully offer and sell the units in the state where the investment was made and in the state designated as the investor's legal residence in Section 3; and
- agree to maintain records of (i) the information used to determine that an investment in units is suitable and appropriate for the investor for a period of 6 years, and (ii) the documents used to establish a pre-existing relationship between the financial advisor and the Investor.

To the extent the investor identified in the Subscription Agreement is a plan, plan fiduciary, plan participant or beneficiary, IRA, or IRA owner subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), the registered representative of the Broker-Dealer or Registered Investment Advisor further represents that: (i) there is no financial interest, ownership interest, or other relationship, agreement, or understanding that would limit his or her ability to carry out his or her fiduciary responsibility to such investor beyond the control, direction, or influence of other persons involved in such investor's purchase of units; (ii) he or she is capable of evaluating investment risk independently, both in general and with regard to particular transactions and investment strategies; and (iii) he or she is a fiduciary under ERISA or the Code, or both, with respect to such investor's purchase of units, and he or she is responsible for exercising independent judgment in evaluating such investor's purchase of units.

The registered representative of the Broker-Dealer or Registered Investment Advisor also represents that he or she is not or has not been subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) of the Securities Act, i.e. that he or she is not and has not been:

- Convicted, within ten years of the date hereof (the "Effective Date"), of any felony or misdemeanor that was:
  - In connection with the purchase or sale of any security;
  - Involving or making of any false filing with the Securities and Exchange Commission (the "SEC"); or
  - Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment advisor or paid solicitor of purchasers of securities.
- Subject to any order, judgment or decree of any court of competent jurisdiction, entered within 5 years before the Effective Date, that restrains or enjoins such person from engaging or continuing in any conduct or practice:
  - In connection with the purchase or sale of any security;
  - Involving the making of any false filing with the SEC; or
  - Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment advisor or paid solicitor of purchasers of securities.
- Subject to a final order of a state securities commission (or an agency or officer of a state performing like functions), a state authority that supervises or examines banks, savings associations or credit unions, a state insurance commission (or an agency or officer of a state performing like functions), an appropriate federal banking agency, the U.S. Commodity Futures Trading Commission or the National Credit Union Administration that:
  - As of the Effective Date, bars the person from:
    - Association with an entity regulated by such commission, authority, agency or officer;
    - Engaging in the business of securities, insurance, or banking; or
    - Engaging in savings association or credit union activities.
  - Constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct entered within 10 years before the Effective Date.

- Subject to an order of the SEC pursuant to Sections 15(b) or 15B(c) of the Exchange Act of 1934, as amended (the "Exchange Act"), or Section 203(e) or (f) of the Investment Advisers Act of 1940, as amended (the "Investment Advisers Act"), that, at the time of such sale:
  - Suspends or revokes such person's registration as a broker, dealer, municipal securities dealer or investment advisor;
  - Places limitations on the activities, functions or operations of such person; or
  - Bars such person from being associated with any entity or from participating in the offering of any penny stock.
- Subject to any order of the SEC entered within 5 years before the Effective Date, as of the date hereof, that orders the person to cease and desist from committing or causing a violation or future violation of:
  - Any scienter-based anti-fraud provisions of the federal securities laws, including, without limitation, Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act, and 17 CFR 240.10b-5, Section 15(c)(1) of the Exchange Act and Section 206(1) of the Investment Advisers Act, or any other rule or regulation thereunder; or
  - Section 5 of the Securities Act.
- Suspended or expelled from membership in, or suspended or barred from association with, a member of a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade.
- Filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within 5 years of the Effective Date, was the subject of a refusal order, stop order or order suspending the Regulation A exemption or, is, at the time of such sale, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued.
- Subject to a United States Postal Service false representation order entered within 5 years before the Effective Date, or is, at the Effective Date, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

Unless the investment is for the account of a Benefit Plan Investor, payment and Subscription Agreement should be delivered by your Broker-Dealer or Registered Investment Advisor, as applicable, to the address below. Benefit Plan Investors should follow the escrow instructions in the PPM under "Plan of Distribution - Special Notice to Benefit Plan Investors."

Company Mailing Address:

Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP
2112c/o FGMK
333 W. Kennedy Blvd.Wacker Drive 6th Floor,
Tampa, Florida 33606
(855) EquiAltChicago, IL 60606
( ) -

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Wiring Instructions:

City National Bank of Florida
Bank Address: 25 W. Flagler Street, Miami, FL 33130
ABA Routing Number: 066004367
Account Number: 30000027667
SWIFT: CNBFUS3M
[INSERT FGMK WIRING INSTRUCTIONS]

Ref: Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP FBO [Investor Name]

We have placed limitations on the participation of Benefit Plan Investors (as defined in the PPM) in the offering. Benefit Plan Investors should follow the escrow instructions in the PPM under "Plan of Distribution – Special Notice to Benefit Plan Investors."

4b. PURCHASER QUESTIONNAIRE

PLEASE NOTE: All investors must complete this section of the Subscription Agreement.

Subscription Agreement

Private Placement Offering

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EQUITY IN ALTERNATIVES

1. SUBSCRIPTION AMOUNT

State of Sale: _____ Amount of Subscription: _____

* *Minimum investment is $50,000.*
* *Money Orders, Traveler's Checks, Starter Checks, Foreign Checks, Counter Checks, Third-Party Checks and Cash cannot be accepted.*

Units are being purchased net of commissions.

Purchase qualifies for volume discount as described in the PPM.

2. ACCOUNT TYPE (Check ONE box only)

Individual *(If applicable, attach TOD form)*	S-Corporation[2]	401K[4]
Joint Tenant[1] *(If applicable, attach TOD form)*	C-Corporation[2]	Traditional (Individual) IRA[4]
Tenants in Common[1]	Partnership[2]	Simple IRA[4]
Community Property[1]	Pension Plan[2,4]	SEP IRA[4]
UGMA: State of	Profit Sharing Plan[2,4]	ROTH IRA[4]
UTMA: State of	KEOGH Plan[2,4]	Beneficial IRA[4] as Beneficiary for:
Trust[2,3]	Other[2] _____	_____
		(Name of Deceased Owner)

(1) All parties must sign. (2) Please attach pages of trust/plan document (or corporate/entity resolution) which lists the name of trust/plan/entity, trustees/officers or authorized signatories, signatures and date. (3) The Certification of Investment Powers for Trust Accounts form may be completed in lieu of providing trust documents. (4) These accounts are considered to be investments by Benefit Plans and as such are subject to certain limitations and escrow terms as described in the Confidential Private Placement Memorandum of Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP, as amended and supplemented as of the date hereof (the "PPM").

3. ACCOUNT INFORMATION (SSN OR TIN REQUIRED)

Investor/Trustee 1 Name _____

SSN/Tax ID _____ DOB _____

Investor/Trustee 2 Name _____

SSN/Tax ID _____ DOB _____

► **Please complete if registration of units is different than above:**

Account Registration _____

Taxable ID _____

Legal Address _____ City _____

State _____ Zip Code _____

Mailing Address _____ City _____

(If same as above, please write "same") _____ State _____ Zip Code _____

Phone *(Day)* _____

Phone *(Evening)* _____

E-mail Address _____

US Citizen US Citizen residing outside the US

Foreign citizen, country _____

A U.S. Social Security number or Taxpayer Identification Number is required for all entities and authorized signers to open an account. Nonresident Aliens must supply a completed and signed original IRS Form W-8BEN.

Check here if you are subject to backup withholding
Please attach a copy of the withholding notice.

Sign here if you would like to receive investor communications electronically
Electronic delivery of investor communications is optional.

_____ _____
Signature of Investor *Date*

By signing here Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP may make certain investor communications available on its website at www.equialtreit.com and notify you via e-mail when such documents are available. Investor communications that may be delivered electronically include account statements, tax forms, annual reports, acquisition updates, proxy statements and other investor communications. By electing electronic delivery, you agree that you have the appropriate hardware and software to receive e-mail notifications and view PDF documents. You understand you may incur certain costs associated with downloading and printing investor documents. Electronic delivery also involves risks related to system or network outages that could impair your timely receipt of or access to your documents. Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP may choose to send one or more items to you in paper form despite your consent to electronic delivery. You may also request a paper copy of any particular investor document. Your consent will be effective until you revoke it by either written consent to Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP or by

contacting Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP at (855) EquiAlt.

4. CUSTODIAN/THIRD PARTY ADMINISTRATOR INFORMATION

Custodian/Administrator Name

Custodian/Administrator Address 1

Custodian/Administrator Address 2

Custodian/Administrator City State Zip Code

Custodian/Administrator Phone No.

Custodian/Administrator Tax ID

Investor's Account No. with Custodian/Administrator

By executing this Subscription Agreement, the Custodian/Administrator certifies to the Fund that the units purchased pursuant to this Subscription Agreement are held for the benefit of the investor named in section 3 of this Subscription Agreement (the "Beneficial Owner"). The Custodian/Administrator agrees to notify the Fund promptly, but in any event within 30 days of any change in the names of the Beneficial Owner or the number of units for which the Custodian/Administrator holds units. The Custodian/Administrator confirms that the Fund is entitled to rely on these representations for purposes of determining the partners entitled to notice of or to vote at each annual or special meeting of partners of the Fund until delivery by the Custodian/Administrator to the Fund of a written statement revoking such representations (provided, however, that any such revocation delivered after the record date or the closing of the stock transfer books of the Fund in respect of any annual or special meeting of partners, but on or prior to the date of such annual or special meeting of partners shall not be effective until after the holding of such annual or special meeting of partners of the Fund). Each Beneficial Owner (and not the Custodian/Administrator) will then be deemed the holder of record for the partnership units for purposes of determining the partners holding units entitled to notice of or to vote at each annual or special meeting of partners.

5. DISTRIBUTION INFORMATION (CHOOSE ONE OR MORE OF THE FOLLOWING OPTIONS)

If you select more than one option you must indicate the percentage of your distribution to be applied to each option and the sum of the allocations **must** equal 100%. Without custodial approval, cash distributions will be paid directly to the custodian for all custodial accounts. If you do not complete this section, distributions will be paid to the registered owner at the address in Section 3, or for custodial held accounts, to the address listed in Section 4 of the Subscription Agreement.

% of distribution

Send distributions via check to investor's home address (*not available without custodial approval*) .....

Send distributions via check to alternate payee listed here (*not available without custodial approval*) .....

Name

Address

City State Zip Code

Account No.

Direct Deposit (*Attach Voided Check*) I authorize Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP, or its agent (collectively, EquiAlt) to deposit my distributions in the checking or savings (*not available for brokerage accounts*) account identified below. This authority will remain in force until I notify EquiAlt in writing to cancel it. In the event that EquiAlt deposits funds erroneously into my account, EquiAlt is authorized to debit my account for an amount not to exceed the amount of the erroneous deposit (*not available without custodial approval*) .....

% of distribution

Financial Institution Name Checking Savings

ABA/Routing No. Account No.

6. BROKER-DEALER AND REGISTERED REPRESENTATIVE INFORMATION

To subscribe through a Broker-Dealer, a Selected Dealer Agreement must be executed with the Fund to be listed as agent/firm of record. Benefit Plans may only subscribe for units through a Broker-Dealer or a Registered Investment Advisor.

Broker-Dealer Name

Representative Name | Rep. No.

Representative's Company Name | Branch ID

Representative's Address

Rep's City | State | Zip Code

Rep's Phone No. | Fax No.

Rep's E-mail Address

REGISTERED INVESTMENT ADVISOR (RIA): *If a RIA has introduced a sale, the sale may be conducted through (i) the RIA in its capacity as a Registered Representative, if applicable; (ii) a Registered Representative of a Broker-Dealer that is affiliated with the RIA, if applicable; (iii) an unaffiliated Broker-Dealer; or (iv) without a Broker-Dealer.*

7. ACCREDITED INVESTOR STATUS

The undersigned hereby confirms that the Investor is an "accredited investor" as such term is defined under the Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to the following representations:

For Individual or Joint Investors: *(Please check all that apply:)*

I have an individual net worth, or joint net worth with my spouse, in excess of $1,000,000, where, for purposes of calculating net worth:

(i) My primary residence is not included as an asset;

(ii) Indebtedness that is secured by my primary residence, up to the estimated fair market value of my primary residence at the time of the sale of partnership units of Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP, is not included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of partnership units of Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP 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 is to be included as a liability); and

(iii) Indebtedness that is secured by my primary residence in excess of the estimated fair market value of my primary residence at the time of the sale of units is included as a liability.

I had an individual gross income (excluding any income of my spouse) exceeding $200,000 in each of the last two calendar years or for each of such years my combined income with my spouse exceeded $300,000, and I reasonably expect to reach the same income level in the current year.

For IRA/Qualified Pension, Profit Sharing of Keogh Investors and Other Plans: *(Please check all that apply:)*

The subscriber is an "individual retirement account" ("IRA") under Section 408(a) of the Internal Revenue Code of 1986, as amended, owned by and for the benefit of an "accredited investor" or a self-directed plan (e.g. 401(k) plan or profit sharing plan) in which all investment decisions are made solely by, and such investments are made on behalf of, "accredited investors."

The subscriber is an "employee benefit plan" within the meaning of ERISA with either (1) total assets in excess of $5,000,000, or (2) its investment decisions made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company or registered investment advisor or, if a self-directed plan, with investment decisions made solely by persons that are "accredited investors."

The subscriber is a plan established or maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, and such plan has total assets in excess of $5,000,000.

For Trust Investors: *(Please check all that apply:)*

The Trust is a revocable trust, and the Grantor of the Trust is an "accredited investor."

The Trust is an irrevocable trust, and the trustee is a bank as defined in Section 3(a)(2) of the Securities Act.

The Trust is an irrevocable trust, has total assets in excess of $5,000,000, was not formed for the specific purpose of acquiring the partnership units of Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP, and is directed by a "sophisticated person" as described in Rule 506 (b) (2) (ii) under the Securities Act.

7. ACCREDITED INVESTOR STATUS (CONTINUED)

For Corporate, Partnership, Limited Liability Company or Other Entity or Organization Investors: *(Please check all that apply:)*

The subscribing entity is an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or a corporation, a Massachusetts or similar business trust, or a partnership, that has total assets in excess of $5,000,000 and was not formed for the specific purpose of investing in the partnership units of Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP

The subscribing entity is a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended, and purchasing the partnership units of Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP for its own account.

The subscribing entity is an insurance company as defined in Section 21(a) (13) of the Securities Act.

The subscribing entity is an investment company registered under the Investment Company Act of 1940, as amended (the "Investment Company Act").

The subscribing entity is a business development company (as defined in Section 2(a)(48) of the Investment Company Act).

The subscribing entity is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

The subscribing entity is a private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended).

The subscribing entity is a bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity.

All of the equity owners of the subscribing entity are "accredited investors."

8. SUBSCRIBER SIGNATURES

TAXPAYER IDENTIFICATION NUMBER CONFIRMATION (REQUIRED): The investor signing below, under penalties of perjury, certifies that (i) the number shown on this Subscription Agreement is his or her correct Taxpayer Identification Number (or he or she is waiting for a number to be issued to him or her), (ii) he or she is not subject to backup withholding either because he or she has not been notified by the Internal Revenue Service ("IRS") that he or she is subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified him or her that he or she is no longer subject to backup withholding and (iii) he or she is a U.S. Citizen unless otherwise indicated in Section 3. NOTE: CLAUSE (ii) IN THIS CERTIFICATION SHOULD BE CROSSED OUT IF THE WITHHOLDING BOX HAS BEEN CHECKED IN THE INVESTOR INFORMATION SECTION.

Please separately initial each of the representations below. Except in the case of fiduciary accounts, you may not grant any person a power of attorney to make such representations on your behalf. In order to induce Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP to accept this subscription, I hereby represent and warrant to you as follows:

		Owner	Joint Owner
(a)	The undersigned is aware of the following:		
	(1) An investment in the units involves a high degree of risk of loss of the undersigned's entire investment, and the undersigned understands and takes full cognizance of the risk factors related to the purchase of the units, including, but not limited to, those set forth in the PPM..	☐ Initials	☐ Initials
	(2) The units are restricted securities, and may not be transferred or resold except as permitted under the Securities Act and applicable state securities laws, pursuant to registration or exemption therefrom; no public market for the units exists and none is expected to develop; it may not be possible for the undersigned to liquidate the undersigned's investment in the units; and neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved the units or passed upon the accuracy or adequacy of the PPM.	☐ Initials	☐ Initials
(b)	The undersigned has received and carefully read and understands the PPM, this Subscription Agreement, the Fund's Limited Partnership Agreement, and all other documents in connection therewith, and the undersigned confirms that all documents, records and books pertaining to the investment in the Fund through the units have been made available to the undersigned and/or to the undersigned's purchaser representative or other personal investment, tax and legal advisers, if such advisers were utilized by the undersigned, and the undersigned agrees to be bound by the terms of this Subscription Agreement, the Fund's Limited Partnership Agreement, and all such other documents.	☐ Initials	☐ Initials
(c)	The information that the undersigned has furnished herein is correct and complete as of the date of this Subscription Agreement and will be correct and complete upon the acceptance of this subscription. The representations, warranties and agreements herein shall survive the acceptance of this subscription and may be relied upon by the Fund and its officers and affiliates.	☐ Initials	☐ Initials
(d)	The undersigned will immediately notify the Fund in writing of any change in any statement made herein, occurring prior to the undersigned's receipt of the Fund's acceptance of this subscription and such written change will be documented with reference hereto by the undersigned.	☐ Initials	☐ Initials
(e)	The undersigned is capable of bearing the high degree of economic risk of this investment including, but not limited to, the possibility of complete loss of investment and the lack of a public market that may make it impossible to readily liquidate the investment whenever desired, and the undersigned's overall commitment to investments that are not readily marketable is not disproportionate to the undersigned's net worth, and the undersigned's investment in the units will not cause such overall commitment to become excessive.	☐ Initials	☐ Initials

8. SUBSCRIBER SIGNATURES (CONTINUED)

(f) The undersigned has adequate means of providing for its financial requirements, both current and anticipated, and has no need for liquidity in this investment. ☐ Initials ☐ Initials

(g) The undersigned has knowledge and experience in financial and business matters (either alone or with the aid of a purchaser representative), is capable of evaluating the merits and risks of an investment in the Fund and its proposed activities, has the ability to protect the undersigned's interests in connection with such investment and has carefully considered the suitability of an investment in the Fund for the undersigned's particular financial situation, and has determined that the units are a suitable investment. ☐ Initials ☐ Initials

(h) I acknowledge that I am aware that the Fund, its external advisor and their officers, directors, employees and affiliates are not undertaking to provide impartial investment advice or to give advice in a fiduciary capacity in connection with this offering or the purchase of the units and that the advisor has financial interests associated with the purchase of the Fund's units, as described in the PPM, including fees, expense reimbursements and other payments it anticipates receiving from the Fund in connection with the purchase of the units. ☐ Initials ☐ Initials

(i) The undersigned is the sole party in interest as to the units subscribed for and is acquiring the units for the undersigned's own account, for investment only and has no present intention, agreement or arrangement for the distribution, transfer, assignment, resale or subdivision of the units and the undersigned has adequate means of providing for his/her current needs and personal contingencies, and does not anticipate that he/she will have a need to liquidate or transfer the units during the term of the investment. ☐ Initials ☐ Initials

(j) If the undersigned is an entity, trust, pension fund or IRA account (an "Entity"), the Entity and the person signing on its behalf represent and warrant that: (1) such Entity is an existing entity, and has not been organized or reorganized for the purpose of making this investment (or if not true, such fact has been disclosed to the Fund in writing along with information concerning the beneficial owners of the Entity); (2) the undersigned has the authority to execute this Subscription Agreement and any other documents required in connection with an investment in the units; (3) the Entity has the power, right and authority to invest in the units and enter into the transactions contemplated thereby, and the investment is suitable and appropriate for the Entity and its beneficiaries (given the risks and illiquid nature of the investment); and (4) all documents executed by the Entity in connection with the Fund are valid and binding documents or agreements of the Entity enforceable in accordance with their terms. ☐ Initials ☐ Initials

(k) If the undersigned is acquiring units in a fiduciary or custodial capacity, the above representations, acknowledgments and agreements shall be deemed to have been made on behalf of the person or persons for whose benefits such units are being acquired, and the name of each such person is indicated under the undersigned's name in this Subscription Agreement. ☐ Initials ☐ Initials

(l) The undersigned (if a resident of Pennsylvania) acknowledges (i) that the undersigned is prohibited from selling the units for a period of 12 months after the date that the units are purchased, except in accordance with waivers established by rule or order of the Pennsylvania Securities Commission, (ii) that the units have not been registered under the Pennsylvania Securities Act of 1972 in reliance upon an exemption therefrom, and (iii) that no subsequent resale or other disposition of the units may be made within 12 months following the initial sale of the units in the absence of an effective registration, except in accordance with waivers established by rule or order of the Pennsylvania Securities Commission, and thereafter only pursuant to an effective registration or exemption. ☐ Initials ☐ Initials

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. If custodial held account, Custodian or Administrator must sign.

Signature of Investor	*Date*	*Signature of Joint Investor or, for Custodial Held Accounts, of Custodian/Administrator*	*Date*

Investors will receive confirmations of their purchases upon acceptance of their subscriptions.

9. FINANCIAL REPRESENTATIVE SIGNATURES

If applicable, the Investor's financial advisor must sign below to complete the order. The financial advisor hereby warrants that he/she is duly licensed and may lawfully sell partnership units in the state designated as the Investor's legal residence and covenants that the financial advisor will maintain records of the information used to determine that an investment in units is suitable and appropriate for the Investor for a period of six years. The undersigned confirm(s) by their signatures that they have (i) reasonable grounds to believe, on the basis of information supplied by the Investor who has completed this Subscription Agreement concerning his, her or its investment objectives, other investments, financial situation, liquidity and marketability and needs, and other pertinent information that: (1) the Investor is an accredited investor as defined in Section 501(a) of Regulation D and meets the investor suitability requirements set forth in the PPM; (2) the Investor can reasonably benefit from an investment in the units of Berkeley Street Affordable Housing Opportunity Zone Fund 1. LP based on such Investor's overall investment objectives and portfolio structure; (3) the Investor is able to bear the economic risk of the investment based on such Investor's overall financial situation; (4) the Investor has an apparent knowledge of (A) the features and characteristics of an investment in the units, (B) the fundamental risks of an investment in the units, (C) the risk that such Investor may lose his or her entire investment, (D) the lack of liquidity of the units, (E) the restrictions on transferability of the units, and (F) the tax consequences of an investment in the units.

The financial advisor also hereby warrants that they are not or have not been subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act and listed in the instructions to this Subscription Agreement.

The undersigned further confirms by their signatures that, to the extent the investor identified herein is a plan, plan fiduciary, plan participant or beneficiary, IRA, or IRA owner subject to Title I of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended ("Code"): (i) there is no financial interest, ownership interest, or other relationship, agreement, or understanding that would limit their ability to carry out their fiduciary responsibility to such investor beyond the control, direction, or influence of other persons involved in such investor's purchase of units; (ii) they are capable of evaluating investment risk independently, both in general and with regard to particular transactions and investment strategies; and (iii) they are a fiduciary under ERISA or the Code, or both, with respect to such investor's purchase of units, and they are responsible for exercising independent judgment in evaluating such investor's purchase of units.
The undersigned confirm(s) by their signatures that the representations and warranties above are and shall be continuing representations and warranties throughout the term of the offering. In the event that any of these representations or warranties become untrue, the undersigned will immediately notify Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP in writing of the fact which makes the representation or warranty untrue.

I understand this Subscription Agreement is for Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP

Signature of Financial Representative	*Date*	*Branch Manager Signature (if required by Broker/Dealer)*	*Date*

You should make your check payable to "Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP" Payment and Subscription Agreement should be delivered by your Broker-Dealer or Registered Investment Advisor, as applicable, to the address below.

Company Mailing Address:

Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP
~~2112~~c/o FGMK
~~333~~ W. Kennedy Blvd.Wacker Drive, 6th Floor
~~Tampa, Florida 33606~~
~~(855) EquiAlt~~Chicago, IL 60606
( ) -

Wiring Instructions:

~~City National Bank of Florida~~
~~Bank Address: 25 W. Flagler Street, Miami, FL 33130~~
~~ABA Routing Number: 066004367~~
~~Account Number: 30000027667~~
~~SWIFT: CNBFUS3M~~
[INSERT FGMK WIRING INSTRUCTIONS]

Ref: Berkeley Street Affordable Housing Opportunity Zone Fund 1, LP FBO [Investor Name]

10. PURCHASER QUESTIONNAIRE (ALL INVESTORS MUST COMPLETE THIS SECTION.)

1. SOURCE OF FUNDS FOR INVESTMENT

Savings | Individual Retirement Account | 401k/pension | Sale of other investments

Capital set aside for investments | Bonus | Line of credit | Other _____

2. INVESTOR INFORMATION

a. General Information

Name _____ Single Married

Name of Joint Tenant _____ Age _____
(or Tenant-In-Common)

Name of Entity _____

Type of Entity Corporation Partnership LLC Trust Limited Partnership Other

b. Current and prior employment, positions or occupations
(Please set forth employment history during at least the past five years, including service on boards of directors, etc.)

Employer _____ Title _____

Business Address _____ Years of Service _____

c. Professional licenses or registration of Investor or Corporate/Trust Representative

d. Highest Level of Education of Investor or Corporate/Trust Representative

School _____ Dates of Attendance _____

Field of Study _____ Degree _____

e. Prior investment experience in alternative investments

Name and Types of Investment *(natural gas and oil, real estate, equipment leasing, etc.)*

_____ Years Invested _____

_____ Years Invested _____

f. Other investments (*i.e. stocks, bonds, real estate, options*), which would reflect your knowledge and experience in financial and business matters.

g. Have you previously purchased securities which were sold in reliance on private offering exemptions from registrations under the Securities Act?

Yes No

APPENDIX B

PRIOR PERFORMANCE TABLES [NEED TO DISCUSS]

[TO BE ADDED]

We have not authorized any dealer, salesperson or other individual to give any information or to make any representations that are not contained in this memorandum. If any such information or statements are given or made, you should not rely upon such information or representation. This memorandum does not constitute an offer to sell any securities other than those to which this memorandum relates, or an offer to sell, or a solicitation of an offer to buy, to any person in any jurisdiction where such an offer or solicitation would be unlawful. This memorandum speaks as of the date set forth below. You should not assume that the delivery of this memorandum or that any sale made pursuant to this memorandum implies that the information contained in this memorandum will remain fully accurate and correct as of any time subsequent to the date of this memorandum.

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Our Units are not FDIC insured, may lose value and are not bank guaranteed. See "Risk Factors" to read about risks you should consider before buying our Units

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BERKELEY STREET AFFORDABLE HOUSING QUALIFIED OPPORTUNITY ZONE FUND I, LP

Maximum Offering of $75,000,000 of Units

PRIVATE PLACEMENT MEMORANDUM