Name: AI Insight
Number: 104
Date: April 08, 2026

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

NLC Financial Service HQ DST

Beneficial Interests in a Delaware Statutory Trust

Office Tower and Structured Parking Garage – Detroit, Michigan

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NLC Financial Service HQ Holdings LLC, a Delaware limited liability company (the "Initial Beneficiary")[1] is offering 79.30% of the beneficial interests (the "Interests") in NLC Financial Service HQ DST, a Delaware statutory trust (the "Trust"), for purchase by qualified buyers (referred to herein as "Purchasers"). The Interests being sold hereunder constitute 79.30% of the total beneficial interests in the Trust. The remaining 20.70% of the total beneficial interests in the Trust are held by one or more third parties. The Trust is the sole beneficial owner of NLC Financial Service HQ Owner DST, a Delaware statutory trust (the "Property Trust"). NLC Financial Service HQ Trustee LLC, a Delaware limited liability company, will act as the Trustee with respect to the Trust and the Property Trust (the "Trustee"). The Property Trust is the owner of an approximately 421,481-square foot 20-story commercial office tower (the "Building") and structured parking garage (the "Parking Garage") containing approximately 319 parking spaces, situated on approximately 0.51 acres of land (the "Land" and, together with the Building and the Parking Garage, collectively, the "Property"), leased by The Huntington National Bank, a national banking association (successor by merger to TCF National Bank, successor by merger to Chemical Bank) (the "Tenant"). The Property is located in Detroit, Michigan and is described in detail under "The Property" in this Confidential Private Placement Memorandum (this "Memorandum"). The Property is 100% leased to the Tenant pursuant to a lease (as amended, the "Lease") having an original term of 22.5 years. The Lease is backed by a Guaranty Agreement ("Guaranty") from Huntington Bancshares Incorporated, a Maryland corporation (successor by merger to TCF Financial Corporation, successor by merger to Chemical Financial Corporation) (the "Guarantor").

The Initial Beneficiary is offering (the "Offering") the Interests to accredited investors pursuant to this Memorandum. Net Lease Capital Advisors LLC, a Delaware limited liability company, is the sponsor of the Offering (the "Sponsor"). Because of the Delaware statutory trust structure, acquisition of the Interests is intended to qualify as replacement property under Section 1031 of the Internal Revenue Code. The purchase price for the Interests will consist of payment of an agreed-upon equity component in cash (absent a financing arrangement secured by the

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[1] The initial beneficiary under the Master Trust Agreement (as defined herein) was NLC Financial Service HQ Beneficiary LLC, a Delaware limited liability company, which was liquidated and dissolved prior to the date of this Confidential Private Placement Memorandum (this "Memorandum"), resulting in 79.30% of the beneficial interest in the Trust being owned by NLC Financial Service HQ Holdings LLC and the remaining 20.70% of beneficial interest in the Trust being owned by one or more third parties.

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Interests) and the assumption of a pro rata portion of non-recourse debt encumbering the Property, generally expected to be allocated as set forth in the table below. Assuming all Interests are sold at the price indicated in the table below, the aggregate purchase price for the acquisition of the Interests, including the outstanding principal amount (as of the date of this Memorandum) of the Loans (as hereinafter defined) secured by the Property, will be $137,692,566.[2] We reserve the unconditional right to cancel or modify this Offering, to reject purchases of Interests, in whole or in part and to waive conditions to the purchase of Interests.

The minimum amount of Interests that a prospective Purchaser completing a tax-deferred exchange under Section 1031 ("Section 1031") of the Internal Revenue Code of 1986, as amended (the "Code"), may purchase is $150,000 unless the Initial Beneficiary waives this minimum requirement. The minimum amount of Interests that a prospective Purchaser making a cash investment without a Section 1031 tax-deferred exchange ("Section 1031 Exchange") may purchase is $150,000, unless the Initial Beneficiary waives this minimum requirement.

This Memorandum is confidential and is provided to prospective Purchasers to assist in evaluating a potential investment in the Interests described herein.

The date of this Memorandum is: March 25, 2026

	Cash Price to Purchasers (Maximum Cash Proceeds)(1)	Assumption of Loan Debt(2)	Maximum Transaction Amount(3)	Selling Commissions and Offering Expenses(4)(5)	Maximum Cash Proceeds to the Initial Beneficiary
Per 1.00% Interest (illustrative purchase amount)	$299,520	$1,436,830	$1,736,350	$25,035	$274,485
Maximum Offering Amount	$23,751,968	$113,940,598	$137,692,566	$1,985,290	$21,766,678

(1) The purchase price payable for an Interest set forth above is based on the purchase of a 1.00% Interest of the Maximum Offering Amount and is illustrative only. See "Compensation and Fees" and "Acquisition Terms and Financing." The Initial Beneficiary reserves the right to (a) sell Interests at a discount to such price (as determined by agreement between the Initial Beneficiary and a Purchaser) and (b) arrange for financing secured by the Interests, which (i) may result in other Purchasers paying a greater or lesser purchase price and (ii) may modify the economic and/or tax benefits and burdens of the investment to Purchasers. The Initial Beneficiary may pay reduced Selling Commissions and Offering Expenses or waive such sums with respect to Interests purchased by Affiliates and other persons. In the event a Purchaser independently uses the services of a registered investment advisor ("RIA") and not a broker-dealer in connection with the purchase of Interests, no selling commissions will be payable with respect to the purchase of such Interests. The payment of any fees or similar compensation to such RIA will be the sole responsibility of such Purchaser, and the Trust will have no liability for any such compensation. In the event a purchase of Interests occurs directly without a selling broker dealer, we reserve the right to decrease the price to the Purchaser. The Initial Beneficiary will be responsible for any Selling Commissions and Offering Expenses in excess of the amounts described herein and will be entitled to retain any unused funds on a non-accountable basis.

(2) The Property is subject to non-recourse mortgage loans for which each Purchaser will be allocated its pro rata portion of the outstanding principal balance as of the date of its purchase. The aggregate outstanding principal balance of such mortgage loans as of the date of this Memorandum is $143,682,974.39. The

[2] We will offer the Interests until the aggregate cash price received for the Interests equals $23,751,968, or a lesser amount depending on the plan of distribution, as further disclosed under the "Plan of Distribution."

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Offering Amount includes 79.30% of this outstanding principal balance. The amount of allocated debt per 1.0% Interest equals the pro rata share of such mortgage loans.

(3) The interests represent 79.30% of the total beneficial interests in the Trust.

(4) The broker-dealers participating in this Offering (the "Selling Group") will receive sales commissions of up to 6.00% of the Maximum Cash Proceeds of this Offering (as shown in the above table), provided, that this amount may vary in the event that a modified commission rate is negotiated with a Selling Group member, in which case the commission rate will be the agreed-upon rate. The Selling Group members also will receive a marketing and due diligence allowance in the amount of up to 1.00% of the Maximum Cash Proceeds. The commission and expenses payable to any member of the Selling Group shall be reduced to the extent that such amounts payable would exceed 1.2075% of the Maximum Transaction Amount of the Interests sold by such member. In addition, Clearview Trading Advisors, Inc. ("Clearview") will receive an investor vetting fee in the amount of up to 0.10% of the Maximum Transaction Amount. Clearview will also receive a $5,000 per month advisory fee related to this Offering during its open sales period. The Initial Beneficiary will be responsible for paying the foregoing fees. The Initial Beneficiary will be reimbursed on a non-accountable basis for expenses incurred in connection with the Offering and the organization of the Trust, including, but not limited to, legal and accounting fees, marketing expenses, and other costs and expenses directly related to the Offering and organization of the Trust, all of which are being initially paid by the Initial Beneficiary. The Initial Beneficiary anticipates the organizational and offering expenses to not exceed 0.44% of the Maximum Transaction Amount (as shown in the above table).

(5) All costs of the Offering will be paid by the Initial Beneficiary, except that each Purchaser will be responsible for the costs associated with its own attorneys, financial advisors and tax advisors.

Investing in Interests involves substantial risks. See "Risk Factors."

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INTERESTS OFFERED HEREBY HAVE NOT BEEN AND WILL NOT BE APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES REGULATORY AUTHORITY, NOR HAS THE U.S. SECURITIES AND EXCHANGE COMMISSION OR ANY SUCH STATE SECURITIES REGULATORY AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY THE INTERESTS AS TO ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION.

POTENTIAL PURCHASERS SHOULD CAREFULLY CONSIDER THE FOLLOWING:

PROSPECTIVE PURCHASERS ARE NOT TO CONSTRUE THIS MEMORANDUM AS INVESTMENT, LEGAL OR TAX ADVICE AND THIS MEMORANDUM IS NOT INTENDED TO PROVIDE THE SOLE BASIS FOR ANY EVALUATION OF AN INVESTMENT IN AN INTEREST. PRIOR TO ACQUIRING AN INTEREST, A PROSPECTIVE PURCHASER SHOULD CONSULT ITS OWN LEGAL, INVESTMENT, TAX, ACCOUNTING AND OTHER ADVISORS TO DETERMINE THE POTENTIAL BENEFITS, BURDENS AND OTHER CONSEQUENCES OF SUCH INVESTMENT. IN PARTICULAR, IT IS THE RESPONSIBILITY OF EACH PURCHASER SUBJECT TO LEGAL AND REGULATORY REQUIREMENTS OF ANY RELEVANT JURISDICTION OUTSIDE THE UNITED STATES TO ENSURE THAT SUCH REQUIREMENTS ARE SATISFIED IN CONNECTION WITH SUCH PURCHASER'S ACQUISITION OF AN INTEREST.

WE HAVE NOT AUTHORIZED ANY PERSON TO MAKE ANY REPRESENTATIONS OR FURNISH ANY INFORMATION WITH RESPECT TO THE INTERESTS OR THE PROPERTY, OTHER THAN AS SET FORTH IN THIS MEMORANDUM OR OTHER DOCUMENTS OR INFORMATION WE MAY FURNISH TO POTENTIAL PURCHASERS UPON REQUEST, AS DESCRIBED HEREIN.

THE INTERESTS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE IN THE UNITED STATES OR OF ANY FOREIGN JURISDICTION. THIS OFFERING IS MADE IN RELIANCE UPON THE EXEMPTION FROM SECURITIES REGISTRATION AFFORDED BY SECTION 4(A)(2) OF THE SECURITIES ACT AND RULE 506(B) OF REGULATION D PROMULGATED BY THE SEC UNDER THE SECURITIES ACT FOR AN OFFER AND SALE OF SECURITIES THAT DOES NOT INVOLVE A PUBLIC OFFERING. THE TRUST WILL NOT BE OBLIGATED TO REGISTER THE INTERESTS UNDER SUCH ACT IN THE FUTURE. THIS OFFERING IS MADE SOLELY ON A PRIVATE BASIS AND ONLY TO PERSONS THAT ARE "ACCREDITED INVESTORS" WITHIN THE MEANING OF THE SECURITIES ACT. THIS MEMORANDUM IS NOT A PROSPECTUS OR AN ADVERTISEMENT, AND THE OFFERING IS NOT BEING MADE TO THE PUBLIC. THERE CURRENTLY IS NO PUBLIC OR OTHER MARKET FOR THE INTERESTS AND THE SELLING GROUP DOES NOT EXPECT THAT ANY SUCH MARKET WILL DEVELOP. MOREOVER, THE INTERESTS MAY NOT BE TRANSFERRED WITHOUT THE CONSENT OF THE TRUSTEE (EXCEPT

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FOR CERTAIN PERMITTED TRANSFERS, DESCRIBED HEREIN) AND SATISFACTION OF CERTAIN OTHER CONDITIONS.

THE INTERESTS ARE SPECULATIVE AND PRESENT A SIGNIFICANT DEGREE OF RISK. SEE "RISK FACTORS." PURCHASERS MUST BE PREPARED TO BEAR SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND BE ABLE TO WITHSTAND A TOTAL LOSS OF THE AMOUNT INVESTED.

EXCEPT WHERE OTHERWISE INDICATED, THIS MEMORANDUM SPEAKS AS OF THE DATE HEREOF. NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY SALE OF INTERESTS HEREUNDER SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS, PROSPECTS OR ATTRIBUTES OF THE TRUST SINCE THE DATE HEREOF.

IRS CIRCULAR 230 DISCLOSURE: THE DISCUSSION OF UNITED STATES FEDERAL TAX ISSUES CONTAINED IN THIS MEMORANDUM (INCLUDING THE SECTION ENTITLED "FEDERAL INCOME TAX CONSEQUENCES") IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING ANY UNITED STATES FEDERAL TAX PENALTIES. SUCH DISCUSSION IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS DISCUSSED IN THIS MEMORANDUM, AND EACH TAXPAYER TO WHOM SUCH TRANSACTIONS OR MATTERS ARE BEING PROMOTED, MARKETED OR RECOMMENDED SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

WE MAKE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCEPTANCE BY THE INTERNAL REVENUE SERVICE (THE "IRS") OR ANY STATE TAXING AUTHORITY OF A PURCHASER'S TREATMENT OF ANY ITEM ON ITS TAX RETURN OR THE TAX CONSEQUENCES IF A PURCHASER IS INVESTING IN INTERESTS AS PART OF A LIKE-KIND EXCHANGE UNDER SECTION 1031 OF THE INTERNAL REVENUE CODE.

RESALE RESTRICTIONS

THE INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE 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. PURCHASERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO NEW HAMPSHIRE RESIDENTS

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE UNIFORM SECURITIES ACT WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING

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BY THE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

FOR FLORIDA RESIDENTS

THE INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE FLORIDA SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THIS OFFERING. THE INTERESTS CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OR THE FLORIDA SECURITIES ACT, IF SUCH REGISTRATION IS REQUIRED, OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. THE INTERESTS WILL BE SOLD TO, AND ACQUIRED BY, THE PURCHASER IN A TRANSACTION EXEMPT UNDER SECTION 517.061 OF THE FLORIDA SECURITIES ACT. THE INTERESTS HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF FLORIDA. EACH FLORIDA RESIDENT WHO SUBSCRIBES FOR THE PURCHASE OF INTERESTS HEREIN HAS THE RIGHT, PURSUANT TO SECTION 517.061(11)(A)(5) OF THE FLORIDA SECURITIES ACT, TO WITHDRAW HIS, HER OR ITS SUBSCRIPTION FOR THE PURCHASE AND RECEIVE A FULL REFUND ON ALL MONIES PAID WITHIN THREE BUSINESS DAYS AFTER THE EXECUTION OF THE PURCHASE DOCUMENTS OR PAYMENT FOR THE PURCHASE HAS BEEN MADE, WHICHEVER IS LATER. WITHDRAWAL WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH THIS WITHDRAWAL, A SUBSCRIBER NEED ONLY SEND A LETTER OR TELEGRAM TO THE TRUSTEE AT THE ADDRESS SET FORTH IN THIS MEMORANDUM INDICATING HIS, HER, OR ITS INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED THIRD BUSINESS DAY. IT IS ADVISABLE TO SEND SUCH LETTER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME IT WAS MAILED. IF THE REQUEST IS MADE ORALLY, IN PERSON OR BY TELEPHONE TO AN OFFICER OF THE TRUSTEE, A WRITTEN CONFIRMATION THAT THE REQUEST HAS BEEN RECEIVED SHOULD BE REQUESTED.

We have prepared this Memorandum solely for the benefit of persons interested in acquiring Interests offered pursuant to this Offering. You may not reproduce or distribute this Memorandum, in whole or in part, or disclose any of its contents without our prior written consent. You agree, by accepting delivery of this Memorandum, to return this Memorandum and all documents furnished herewith to us or our representatives immediately upon request if you do not purchase any of the Interests or if this Offering is withdrawn or terminated.

Not Provided with Clients

This Memorandum contains summaries of certain agreements and other documents. These summaries are provided for informational purposes only and do not describe significant portions of the agreements and documents. You should refer to the actual agreements and documents available in the online due diligence data room that will be made available by the Sponsor (the "Data Room") for more complete information about the rights, obligations and other matters in the agreements and documents (such agreements and documents, together with this Memorandum, are referred to as the "Data Room Documents"). In addition, you are strongly encouraged to have independent legal counsel closely review this Memorandum and all other Data Room Documents. The recipient of the Data Room Documents agrees to keep the contents of such Data Room Documents confidential and not to duplicate or furnish copies of the Data Room Documents to any person other than such recipient's advisors, and further agrees promptly to return the Data Room Documents to the Sponsor if: (1) the recipient decides not to purchase the Interests; (2) the recipient's purchase offer is rejected; (3) the recipient's purchase of the Interests is not consummated; or (4) the Offering is terminated prior to a purchase by the recipient. Prospective Purchasers are strongly encouraged to have independent legal counsel closely review this Memorandum and Data Room Documents.

FORWARD-LOOKING STATEMENTS

This Memorandum contains statements about operating and financial plans, terms, Property performance and other projections of future results. Forward-looking statements may be identified by the use of words such as "expects," "anticipates," "intends," "plans," "will," "may," and similar expressions. We base such forward-looking statements on various assumptions (including for example the growth and expansion of the economy, projected financing environment and real property market value trends), which assumptions may prove to be incorrect. Accordingly, such forward-looking statements might not accurately predict future events or the actual performance of an investment in the Property. In addition, potential Purchasers must disregard any projections and representations, written or oral, that do not conform to those projections and representations contained in this Memorandum.

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Further requests for information and questions should be directed to:

NLC FINANCIAL SERVICE HQ HOLDINGS LLC
C/O NET LEASE CAPITAL ADVISORS LLC
10 TARA BOULEVARD
SUITE 501
NASHUA, NEW HAMPSHIRE 03062
DEAN TORGERSEN
PHONE: (603) 966-0204
FACSIMILE: (603) 598-9900
EMAIL: DTORGERSEN@NETLEASECAPITAL.COM

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MARKET DATA

The market data and forecasts used in this Memorandum were obtained from independent industry sources as well as from research reports prepared for other purposes. None of the Trust, the Sponsor, the Initial Beneficiary or any of their Affiliates (as defined in footnote 3) has independently verified the data obtained from these sources, and none of them can give any assurance as to the accuracy or completeness of the data. Forecasts and other forward-looking information obtained from these sources are subject to the same qualifications and the additional uncertainties regarding the other forward-looking statements elsewhere in this Memorandum.

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In an effort to minimize its impact on the Earth's climate, the Sponsor is committed to implementing innovative and responsible environmental practices across the company. As part of its commitment, the Sponsor has included the majority of additional information relating to the Offering in the Data Room, as opposed to distributing paper copies. However, paper copies are available upon request. To obtain paper copies, please contact Dean Torgersen at the contact information set forth above.

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THE DOCUMENTS THAT ARE AVAILABLE IN THE DATA ROOM ARE IMPORTANT TO THE PURCHASERS' REVIEW OF THE OFFERING. IF YOU ARE NOT ABLE TO ACCESS THE DATA ROOM, PLEASE CONTACT THE SPONSOR IMMEDIATELY.

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SUMMARY OF THIS OFFERING

The following summary provides selected information regarding the Trust, the Property and this Offering and should be read in conjunction with, and is qualified in its entirety by, the detailed information appearing elsewhere in this Memorandum, including the Exhibits hereto, and the documents available in the Data Room. Each prospective Purchaser must carefully read the entire Memorandum before investing in the Interests. In this Memorandum, unless the context suggests otherwise, references to "we," "us" and "our" means the Initial Beneficiary, the Trust, the Trustee or the Sponsor, as applicable, and, where the context permits, their Affiliates[3] which may provide services in connection with this Offering and the acquisition, financing, management and disposition of the Trust and the Property.

The Interests:

NLC Financial Service HQ Holdings LLC, a Delaware limited liability company (the "Initial Beneficiary") is offering to "Accredited Investors," as defined in Regulation D issued under the Securities Act of 1933, as amended (the "Securities Act"), 79.30% of the total beneficial interests in NLC Financial Service HQ DST, a Delaware statutory trust (the "Trust"), that in turn is the 100% beneficial owner of NLC Financial Service HQ Owner DST, a Delaware statutory trust (the "Property Trust"), which owns the Property (as defined below). See "Organization Chart" below. The Interests being sold hereunder constitute 79.30% of the total Interests in the Trust.

The owners of the Interests are referred to as the "Beneficial Owners" or "Purchasers." Purchasers will be subject to the terms and conditions of the Trust, which are set forth in the trust agreement dated as of March 11, 2026 (the "Master Trust Agreement") (attached hereto as Exhibit B).

Investment Objectives and Risks:

The Interests are intended to allow Purchasers to: (i) preserve their capital investment; (ii) preserve their tax deferral status through a Section 1031 tax-deferred exchange; and (iii) realize potential for capital appreciation on their investment through the eventual sale of the Interests or the Property. No cash distributions are expected to be made to Beneficial Owners during the initial

[3] As used in this Memorandum, (a) "Affiliate" means a Person who, with respect to any other Person: (i) directly or indirectly controls, is controlled by, or is under common control with that other Person; or (ii) owns or controls 10% or more of the outstanding voting securities of that other Person; and (b) "Person" means an individual, firm, partnership, limited liability company, corporation, estate, trust, pension plan or other entity.

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22.5-year term of the Lease. An investment in the Interests involves substantial risks. See "Risk Factors."

The Property: The Property is a 20-story commercial office tower containing approximately 421,481 square feet (the "Building") and structured parking garage comprising floors 2-11 (access to which is provided on floor 1) containing approximately 319 parking spaces (the "Parking Garage"), situated on approximately 0.51 acres of land (the "Land" and, together with the Building and the Parking Garage, collectively, the "Property"). The Property is 100% leased by the Property Trust to the Tenant pursuant to a long-term triple net lease (as amended, the "Lease"). The Lease is backed by a Guaranty Agreement ("Guaranty") from Huntington Bancshares Incorporated, a Maryland corporation (successor by merger to TCF Financial Corporation, successor by merger to Chemical Financial Corporation ("Guarantor"). The Property is located in Detroit, Michigan. A description of the Property is set forth below under "The Property."

Lease and Lease Guaranty: The Property Trust leases the Property to the Tenant under the Lease. The Tenant is responsible for all aspects of management of the Property. The Lease is a triple net lease having an initial term of twenty-two and one-half (22.5) years beginning January 1, 2022 and ending June 30, 2044, with the option to extend the term for four (4) additional terms of seven (7) years each. The obligations of the Tenant under the Lease are backed by the Guaranty from the Guarantor. The Property Trust has no assets other than those derived from its interest in the Property and its interest in the Lease. Accordingly, the Property Trust is relying on the rents payable under the Lease as its sole source of funds to make loan payments to each Lender (as hereinafter defined). See "Summary of the Lease" and "Summary of the Guaranty."

Tenant and Guarantor: The Tenant under the Lease is The Huntington National Bank, a national banking association (successor by merger to TCF National Bank, successor by merger to Chemical Bank). The obligations of Tenant under the Lease are backed by the Guaranty.

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Acquisition Terms:

On March 11, 2026, NLC Financial Service HQ Owner LLC, a Delaware limited liability company and an Affiliate of the Sponsor (the "Property LLC"), purchased the fee interest in the Property for a purchase price consisting of cash in the amount of $23,741,815.39 (which amount includes $5,276,573.75 of proceeds from the Subordinated Loan (as hereinafter defined)) as well as the assumption of the Senior Loan (as defined below) having a then-outstanding principal balance of $131,898,974.39 and (ii) the Property LLC and NLC Financial Service HQ LLC, a Delaware limited liability company and the sole member of the Property LLC, were converted to Delaware statutory trusts (the Property Trust and the Master Trust, respectively).

The initial beneficiary under the Master Trust Agreement was NLC Financial Service HQ Beneficiary LLC, a Delaware limited liability company ("NLC Beneficiary"), which was liquidated and dissolved prior to the date of this Memorandum, resulting in 79.30% of the beneficial interest in the Trust being owned by NLC Financial Service HQ Holdings LLC and the remaining 20.70% of beneficial interest in the Trust being owned by one or more third parties. See "Acquisition Terms and Financing" for full summary of the acquisition.

Financing Terms:

The Property is encumbered by mortgage loans (the "Loans") made to the Property Trust. The Loans consist of (i) a senior loan made by Wells Fargo Trust Company, National Association, as trustee (the "Senior Lender"), on August 28, 2019 ("Senior Loan") pursuant to that certain 4.589% Secured Note in the original principal amount of $141,514,837.60 and (ii) a subordinated loan (comprised of two notes) made by UMB Bank, N.A., as trustee (the "Subordinated Lender" and, collectively with the Senior Lender, the "Lenders"), and each of the Senior Lender and the Subordinated Lender, a "Lender"), on March 11, 2026 ("Subordinated Loan") pursuant to (a) that certain 7.870% Series B-1 Subordinated Secured Note, in the original principal amount of $7,887,000.00 and the maximum scheduled principal amount of $33,000,000.00 (the "Series B-1 Note"), and (b) that certain 10.756% Series B-2 Subordinated Secured Note, in the original principal amount of $3,897,000.00 and the maximum scheduled principal amount of $27,500,000.00 (the "Series B-2 Note").

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As of the date of this Offering, the principal balance of the Senior Loan is $131,898,974.39 and the principal balance of the Subordinated Loan is $11,784,000.00. Both Loans are due on June 10, 2044, coterminous with the end of the original term of the Lease (which term expires June 30, 2044). The Senior Loan will have a balance of $7,075,741.88 at maturity. The Subordinated Loan will have a balance of $33,000,000.00 for the Series B-1 Note and $27,500,000.00 for the Series B-2 Note at maturity.

A description of the Loans is set forth below under "Acquisition Terms and Financing." According to an appraisal obtained by the Sponsor, the Property is estimated to have a value substantially in excess of these loan balances at the maturity date of the Loans.

Each Purchaser will acquire its Interest subject to the Loans. A Purchaser will not be personally liable for repayment of the Loans, but could lose the entire value of its investment in the Trust if the Loans go into default and either Lender forecloses on the Property or the Subordinated Lender forecloses on the Pledge (as hereinafter defined). See "Risk Factors — Risks Related to Financing of the Property" and "Acquisition Terms and Financing." It is intended that for U.S. federal income tax purposes, however, including for purposes of Section 1031 of the Code, each Beneficial Owner will be deemed to have assumed its respective pro rata share of the outstanding balances of the Loans.

A default on the Senior Loan is also a default on the Subordinated Loan if such default results in an acceleration thereof (and vice versa).

Trustee: NLC Financial Service HQ Trustee LLC, a Delaware limited liability company, will act as the Trustee of the Trust and the Property Trust (the "Trustee").

The Trustee's address is c/o Net Lease Capital Advisors LLC, 10 Tara Boulevard, Suite 501, Nashua, NH 03062, Telephone (603) 966-0204.

In addition, the Trust and the Property Trust have a "Resident Trustee" in order to comply with Delaware law. A non-Affiliate of the Sponsor, The Corporation Trust Company, has agreed to be the Resident Trustee.

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The Trust and Property Trust: Each Purchaser will acquire Interests subject to the Master Trust Agreement that governs the terms of the Trust. The Trust will hold 100% of the beneficial interests in the Property Trust, subject to the trust agreement governing the terms of the Property Trust (the "Property Trust Agreement"). The Master Trust Agreement will govern the rights and obligations of the Beneficial Owners with respect to the Trust and the Trust's beneficial interest in the Property Trust. The Trustee will be the trustee of the Trust and the Property Trust.

The Trustee has the power and authority to manage the activities and affairs of the Trust and the Property Trust and has the sole power to determine when it is appropriate to sell the Trust's interest in the Property Trust or the Property. The Trustee may sell the Property at any time if the Trustee determines (in its sole discretion) that a sale of the Property is appropriate, subject to compliance with the requirements of the Loans. It is the current intention of the Trust and the Property Trust to hold the Property for an extended period of time.

See "Summary of the Trust Agreements."

Transfer Distribution: If the Trustee determines, in its sole and absolute discretion, that the Property is in jeopardy of being lost or its value substantially impaired due to an event which, because of the limitations on actions of the Trust and the Property Trust in the Master Trust Agreement and the Property Trust Agreement, respectively, the Trustee is not able to avoid, then the Trustee may either (a) convert the Trust and the Property Trust to limited liability companies or (b) determine to terminate the Trust and the Property Trust (a "Termination Event") and transfer their respective assets (the "Transfer Distribution") to limited liability companies (the "Limited Liability Companies"). The Trustee will create two tiers of limited liability companies to mirror the two-tier trust structure. The Beneficial Owners will become members in the "upper tier" Limited Liability Company. The "lower tier" Limited Liability Company will remain obligated on the Loans and the Lease. Absent an event requiring a Transfer Distribution, the Property should continue to be held by the Property Trust for an extended period of time. There is no current intention to effect a Transfer Distribution, and it is not anticipated that any Transfer Distribution will be required until near the end of the initial term of the Lease. As a

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result of the foregoing transactions, actions could be taken to conserve and protect the at-risk Trust property that could not have been taken otherwise.

See "Summary of the Trust Agreements."

Sponsor:

Net Lease Capital Advisors LLC is a Delaware limited liability company (the "Sponsor") founded by Douglas F. Blough and Bruce S. MacDonald to, among other things, offer investors the opportunity to acquire interests in real property that qualify as replacement property under Section 1031 of the Internal Revenue Code. The Sponsor is serving as an advisor to the Trust with respect to this Offering and will be responsible for coordinating all aspects of the sale of Interests to Accredited Investors pursuant to this Offering.

Purchaser Suitability Requirements:

Only Accredited Investors who meet certain minimum financial and other requirements may acquire Interests.

Offering Termination Date:

The Interests will be offered until all Interests have been sold, but no later than 24 months following the first sale of Interests, unless terminated sooner or extended by the Sponsor. There is no minimum subscription amount that needs to be met for the Offering to close.

Plan of Distribution:

Members of the Selling Group will make offers and sales of Interests on a "best efforts" basis. In a "best efforts" offering, members of the Selling Group are not obligated to purchase any Interests. The commissions and expense reimbursements to the Selling Group are described in "Plan of Distribution" and "Estimated Use of Proceeds."

Each Purchaser will be required to execute such purchase documents required by the Master Trust in forms to be provided by the Initial Beneficiary (collectively, the "**Purchase Documents**").

Compensation to the Initial Beneficiary, the Trustee and Their Affiliates:

The Initial Beneficiary and the Trustee and/or their respective Affiliates will receive compensation or fees from this Offering or the acquisition, management, financing and sale of the Property. See "Compensation and Fees."

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Transferability: The right to transfer, assign, encumber or pledge an Interest is subject to compliance with certain requirements in the Master Trust Agreement, including without limitation that any such transfer, assignment, encumbrance or pledge is subject to written approval from the Trustee. Any transferee shall take such Interest subject to the Master Trust Agreement. Each Purchaser will be responsible for compliance with applicable securities laws with respect to any sale of his, her or its Interest. The Interests may only be transferred to accredited investors. In addition, certain transfers of the Interests may require notice to and/or consent of the Lenders.

Tax Considerations: In connection with the Offering, we have obtained from our tax counsel, Kelley Drye & Warren LLP, a legal opinion stating that: (i) the Trust should be treated as an investment trust described in Treasury Regulation Section 301.7701-4(c) that is classified as a "trust" under Treasury Regulation Section 301.7701-4(a); (ii) the Purchasers should be treated as "grantors" of the Trust under the grantor trust rules of the Code; (iii) as "grantors," the Purchasers should be treated as owning an undivided fractional interest in the Property for federal income tax purposes; (iv) the acquisition of an Interest by a Purchaser should be treated as an acquisition of an undivided fractional interest in the Property for purposes of Section 1031 of the Code; (v) an Interest should not be treated as a "security" for purposes of Section 1031 of the Code; and (vi) the Lease should constitute a bona fide lease and not a financing for federal income tax purposes. The opinion is written to support the promotion or marketing of the Offering, and each Purchaser must seek advice based on the Purchaser's particular circumstances from an independent tax advisor.

Risks: **An investment in an Interest involves substantial risks. Purchasers must read and carefully consider the discussion set forth under "Risk Factors" for a complete discussion of risks relating to this Offering and ownership of Interests.**

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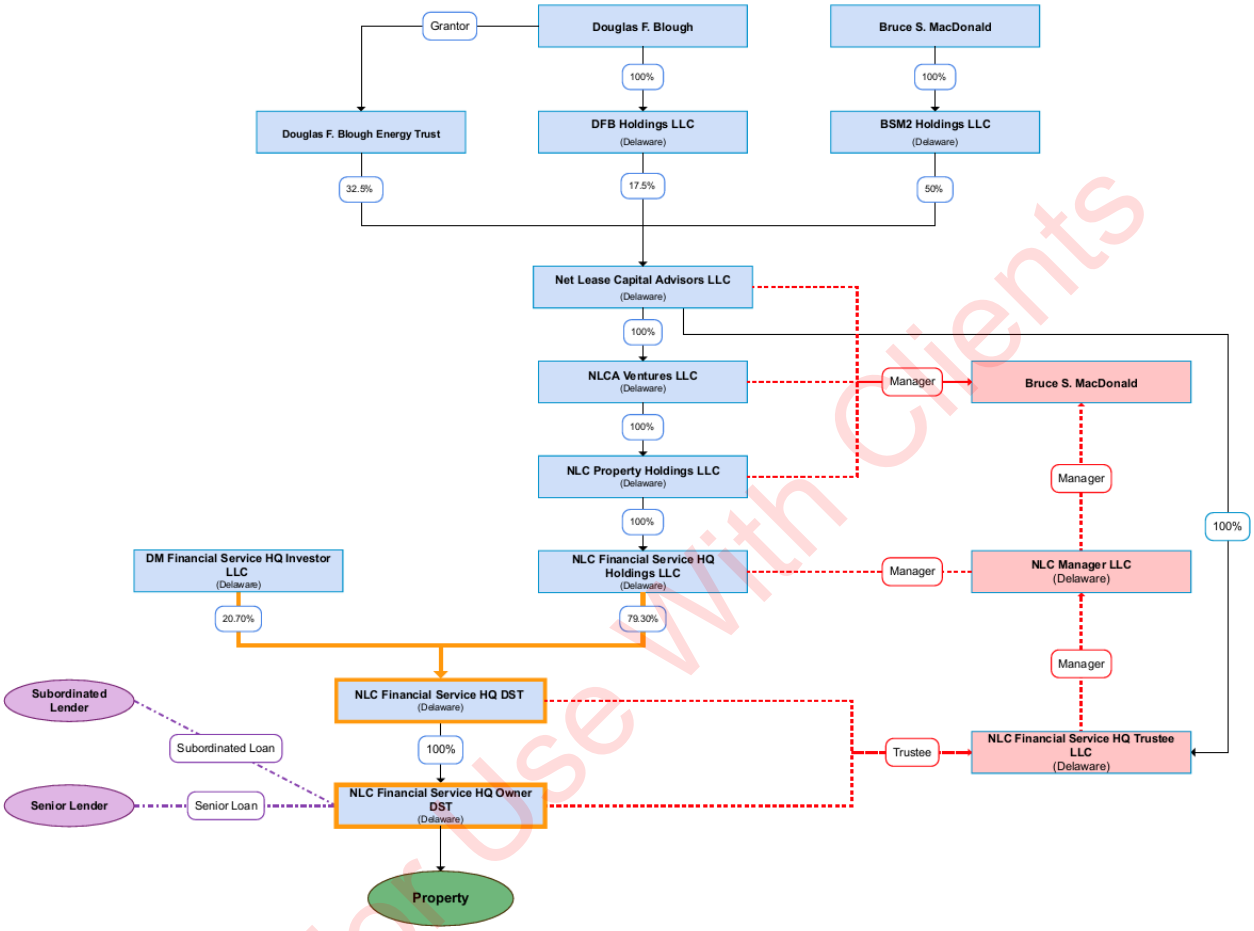
ORGANIZATION CHART



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RISK FACTORS

The purchase of Interests involves a number of risks. Do not acquire Interests if you cannot afford to lose your entire investment. You should carefully consider the risks described below, as well as the other information in this Memorandum, before making a decision to purchase an Interest. You should consult with your legal, tax, and financial advisors about an investment in Interests. The risks described below are not the only risks that may affect an investment in an Interest. Additional risks and uncertainties that we do not presently know or have not identified may also materially and adversely affect the value of an Interest, the Property or the performance of your investment.

Delaware Statutory Trust Structure Risks

Beneficial Owners Are Passive Investors With No Control or Management Rights, and No Legal Title to the Property. The Trust and the Property Trust will be operated and managed solely by the Trustee. The Beneficial Owners will be passive investors who have no right to participate in the management of the Trust. The Trustee will not consult with the Beneficial Owners when making any decisions with respect to the Trust and the Property, including whether or not to sell the Property.

Beneficial Owners also will not have legal title to the Property. Rather, they will only hold beneficial ownership interests in the Trust (which owns an entity that owns the Property), as passive investors. The Beneficial Owners will not have the right to seek an in-kind distribution of the Property or to partition the Property. Beneficial Owners do not have the right to sell the Property.

The Trustee Has Limited Duties to Beneficial Owners. The Trustee will not owe any duties to the Beneficial Owners other than those duties set forth in the Master Trust Agreement. In performing its duties under the Master Trust Agreement, the Trustee will only be liable to the Beneficial Owners for its willful misconduct, bad faith, fraud or gross negligence.

The Trustee Has Limited Powers, and the Trust May Therefore Face Increased Termination Risk. To comply with IRS Rev. Rul. 2004-86 (sometimes referred to as the "Revenue Ruling 2004-86") regarding Delaware statutory trusts and exchanges under Code Section 1031, the Master Trust Agreement prevents the Trustee from engaging in numerous actions including (i) reinvesting the proceeds from the sale of the Property in other property, (ii) renegotiating the terms of a Loan or taking advantage of favorable market conditions by entering into new financing, renegotiating the Lease or entering into new leases, (iii) making other than minor non-structural modifications of the Property other than as required by law, (iv) accepting any additional capital contributions from any investor, or any contributions from any new investor, or (v) taking any other action that would in the opinion of tax counsel cause the Trust to be treated as a "business entity" for federal income tax purposes. These restrictions severely limit the actions the Trustee can take on behalf of the Trust and the Property Trust with respect to the Property. Accordingly, in order to be able to take the actions necessary to avoid a default on the Loans and loss of the Property, or other substantial economic detriments, the Trust and the Property Trust may need to complete a Transfer Distribution. Such action might also require lender consents, which may not be able to be obtained. Although the Property would remain subject to the Loans and the Lease

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after the transactions referenced above and the ownership interest of each Beneficial Owner in each Limited Liability Company would be identical to such Beneficial Owner's Interest in the Trust, the Beneficial Owner would at such time no longer be considered to own, for federal income tax purposes, a direct ownership interest in the Property. Since the Limited Liability Company (if directly owned by the Beneficial Owners) would be treated as a partnership for tax purposes, it would not be possible to do a Section 1031 Exchange using the Interests.

No Legal Representation of Purchasers. Each Purchaser, by its purchasing of an Interest, will be deemed to have acknowledged and agreed that legal counsel representing the Trust and certain of its Affiliates has not and does not represent, and shall not be deemed under the applicable codes of professional responsibility to have represented or to be representing, any or all of the Purchasers.

Purchasers Will Be Subject to State and Local Taxes. Each Purchaser will be subject to state and local taxes in Michigan (the state in which the Property is located), including withholding obligations, if applicable, and in the state where the Purchaser and its principals reside. Certain states do not follow federal rules with respect to tax-deferred exchanges and it is not clear whether all states will treat the Trust as an investment trust. Further, certain state taxing agencies, including the California State Franchise Tax Board, are aggressively auditing tax-deferred exchange transactions. This Memorandum does not analyze or discuss state or local tax consequences. Prospective Purchasers should consult with their own tax advisors in the state where they reside, as well as in Michigan (the state in which the Property is located) regarding the tax consequences of the purchase of an Interest. See "Risk Factors - Tax Risks - State Taxes."

Trust Management and Indemnification Provisions May Limit Purchasers' Rights of Redress Against the Trustee. The Trustee has administrative authority with respect to the Trust. The Master Trust Agreement provides for indemnification by the Beneficial Owners of the Trustee against liabilities not attributable to the Trustee's willful misconduct, bad faith, fraud or gross negligence. Such indemnity and limitation of liability may limit rights that Beneficial Owners would otherwise have to seek redress against the Trustee.

Because a Delaware Statutory Trust Presents a New Form of Ownership, Tax Risks May Be Associated with Such a Vehicle. The utilization of a Delaware statutory trust (like the Trust and the Property Trust relating to this Offering) to acquire and hold property for purposes of a Section 1031 Exchange, is a relatively new development under the tax laws. This ownership structure is based primarily on Rev. Rul. 2004-86, which sets forth terms under which a trust will be treated as an "entity" that is taxable as a "trust" rather than a partnership. It is possible that the IRS could modify or revoke Rev. Rul. 2004-86 or, in the alternative, determine that the Trust does not comply with the requirements of that ruling. A determination that the Trust is not taxable as a trust (within the meaning of Treas. Reg. §301.7701-4) would have a significant adverse impact on Purchasers who are buying Interests as "replacement property" for Section 1031 Exchanges, as interests in a partnership are not eligible for tax deferral under Section 1031.

Real Estate Risks

Real Estate Ownership Presents Certain Risks. The investment by Purchasers will be subject to the risks generally incident to the ownership of real property, including changes in

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national, regional and local economic conditions, changes in the investment climate for real estate investments, changes in the demand for or supply of competing properties, changes in local market conditions and neighborhood characteristics, the availability and cost of mortgage funds, the obligation to meet fixed and maturing obligations (if any), unanticipated holding costs, the availability and cost of necessary utilities and services, changes in real estate tax rates and other operating expenses, changes in governmental rules and fiscal policies, changes in zoning and other land use regulations, environmental controls, acts of God (which may result in uninsured losses), and other factors beyond the control of the Trust. Any negative change in the general economic conditions in the United States or the area where the Property is located could adversely affect the financial condition and operating results of the Trust.

The Trust also will be subject to those risks inherent in the ownership of income-producing real property, such as occupancy, operating expenses, and rental schedules, which in turn may be adversely affected by general and local economic conditions, the supply of and demand for properties similar to the Property, the financial condition of tenants and sellers of properties, zoning laws, federal and local rent controls, and real property tax rates. Certain expenditures associated with real estate equity investments are fixed (principally mortgage payments, if any, real estate taxes, and maintenance costs) and are not necessarily decreased by events adversely affecting the income from such investments. The ability of the Trust to meet its obligations will depend on factors such as these and no assurance of profitable operations can be given.

Uncertain Economic Conditions Could Lead to Financial Risks. In the past, the United States and global economies have experienced significant and potentially lengthy downturns. These downturns have resulted in, among other things, the scarcity and higher cost of credit and a generally weak real estate market. During such a period, other financial and geopolitical issues can also contribute to increased volatility in the financial and credit markets and can diminish expectations for the economy. These factors, combined with uncertain business and consumer confidence during an economic downturn, may deepen and lengthen any such economic slowdown in the United States. The fragility in the credit markets and a generally weak economic environment could impact the real estate industry through falling transaction volumes, lower real estate valuations, liquidity restrictions, increased regulatory pressure on real estate investing and diminished confidence. No prediction can be made as to the likely occurrence or duration and severity of a potential disruption in the financial markets and the adverse economic conditions in the United States and other countries, or their impact on the real estate industry.

Unforeseen Events Could Adversely Affect Operations, Reputation and Business. Previously, the United States and other countries have experienced unforeseen events, such as natural disasters or public health emergencies (such as the coronavirus (COVID-19), which the World Health Organization declared a global emergency on January 30, 2020 and a pandemic on March 11, 2020). Any such event could result in legal claims or penalties, disruption in operations, damage to reputation, negative market perception, or costly response measures, which could adversely affect the real estate industry and materially interrupt business operations.

Volatility in Credit Markets May Lead to Difficulties in Selling the Property. Volatility in the credit markets could exist at the time the Trusts wish to sell or refinance the Property. Such volatility could lead to a higher cost of financing and a restriction of credit availability. Credit volatility may make it more difficult to refinance existing debt, and more difficult for potential

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buyers of the Property to obtain financing in connection with the purchase of the Property. Thus, it may be more difficult for the Trust to sell the Property.

The Trust will depend on the Tenant for revenue, and any defaults by the Tenant will adversely affect the Trust's operations and likely result in loss of the Property. If the Tenant fails to timely pay rent due pursuant to the terms of the Lease, the Trust will not be able to pay debt service on the Loans, resulting in loss of the Property.

The Trust may suffer adverse consequences due to the financial difficulties, bankruptcy or insolvency of the Tenant or the Guarantor. The Tenant or the Guarantor may experience financial difficulties, including bankruptcy, insolvency or a general downturn in its businesses. A bankruptcy filing by, or relating to, the Tenant or the Guarantor would bar efforts by the Trust to collect pre-bankruptcy debts from the Tenant or the Guarantor unless the Trust received an order permitting the Trust to do so from the bankruptcy court. In addition, the Trust cannot evict the Tenant solely because of bankruptcy. Bankruptcy could delay the Trust's efforts to collect past due balances under the Lease, and could ultimately preclude collection of these sums. If the Lease is assumed in bankruptcy, all pre-bankruptcy balances due under the Lease must be paid to the Trust in full. If, however, the Lease is rejected in bankruptcy, the Trust would have only a claim for a specified limited amount provided under the bankruptcy laws. As a result, it is likely that the Trust would lose the Property to foreclosure in the event the Lease is rejected in a Tenant or Guarantor bankruptcy.

The Guaranty is a guaranty of all of Tenant's payment and performance obligations under the Lease. See "Summary of the Guaranty."

Investing in Rental Properties Poses Certain Risks, Including Competitive Risks. The rental of commercial space is a highly competitive business. Ownership of the Property could be adversely affected by competitive properties, which could affect the operations and the ultimate value of the Property. In the event that the Lease is no longer in effect, success in owning the Property will depend in part upon the ability of the owner (i) to retain the Tenant (or if more than one tenant, current tenants) at favorable rental rates, (ii) to attract other quality tenants upon the termination of existing leases if the existing tenants fail to renew or as otherwise needed, and (iii) to provide an attractive and convenient working environment for the Tenant/tenants. The Property is a large property, making re-tenanting of the Property more difficult if the Tenant defaults or does not renew the Lease.

In the event that the Lease is no longer in effect, the ability of the Trustee or the Limited Liability Company to attract new tenants and to increase rental rates will depend on factors both within and beyond the control of the Trustee, the Trust, or the Limited Liability Company. These factors include changing demographic trends and traffic patterns, the availability and rental rates of competing space, general and local economic conditions, and the success and viability of the tenants. The loss of a tenant and the inability to maintain favorable rental rates with respect to the Property would adversely affect the viability of the Trust and the value of the Property. The occurrence of a casualty resulting in damage to the Property or a substantial condemnation could decrease or interrupt the payment of tenant rentals or result in loss of the Property.

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In order to re-lease the Property, substantial renovations or remodeling could be required. The cost of construction in connection with any renovations or remodeling undertaken at the Property and the time it takes to complete such renovations may be affected by factors beyond the control of the Trusts. Note that in order for the Property Trust to re-tenant or refinance the Property, the Trusts will have to be converted to Limited Liability Companies.

Strict Liability for Toxic and Hazardous Materials. Federal, state and local laws impose liability on a landowner for releases or the otherwise improper presence on the premises of hazardous substances. This liability is without regard to fault for, or knowledge of, the presence of such substances. A landowner may be held liable under federal law for hazardous materials brought onto the property before it acquired title and for hazardous materials that are not discovered until after it sells the property. Similar liability may occur under applicable state law. If any hazardous materials are found at any time within any portion of any of the Property in violation of law, the Trust may be liable for all cleanup costs, fines, penalties and other costs.

Environmental Site Assessment Reports. The Property Trust has obtained copies of the Environmental Site Assessment Reports for the Property with reliance letters issued for the benefit of the Property Trust and the Lenders (not for the Trust or the Beneficial Owners). We will make copies of such reports available to all prospective Purchasers upon request. We cannot assure you that the Property has not been exposed to environmental contamination or will not be exposed to environmental contamination in the future. If losses arise from hazardous substance contamination that cannot be recovered from a responsible party, the financial viability of the Property may be substantially affected. In extreme cases, the Property may be rendered worthless, or worse, the Trust may be obligated to pay cleanup costs in excess of the value of the Property. Further, we can provide no assurance that the Property will be marketable due to these environmental conditions and such environmental conditions could adversely affect the ability of the Trust to resell the Property under favorable terms.

Uncertainty of Values of the Property. The Sponsor obtained an appraisal report of the Property from Frisco Valuation Group dated March 2, 2026 (the "Appraisal"), indicating a prospective market value of the fee interest of the Property as of March 1, 2026 as $175,000,000 for the Property. The Appraisal also indicated a prospective terminal value of the leased fee interest as of the expiration date of the initial term of the Lease of $240,000,000. This amount also reflects the prospective market value of the leased fee as of the expiration date of the initial term of the Lease. The appraiser's analysis, assumptions, methodology and conditions related to determination of these values are set forth in the Appraisal, copies of which are available in the Data Room. The Appraisal is not intended to be a representation as to the future market value of the Property. In general, appraisals represent the analysis and opinion of qualified appraisers and are not guarantees of value. We do not make any warranty or representations that the Property could be sold for its appraised value. The value of the Property will depend on market and economic conditions, the availability of buyers, the physical condition of the Property and other similar factors.

Based upon the Appraisal, the prospective terminal value of the Property (i) as of the end of the initial term of the Lease is expected to be approximately $240,000,000, and (ii) as of the end of the four additional seven-year renewal terms exercisable at Tenant's option in accordance with the Lease is expected to be approximately $445,000,000.

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We have not obtained, and will not obtain, an independent appraisal with respect to the value of the Interests being offered. As a result of the transaction costs, the Trust will be subject to immediate dilution and the Beneficial Owners may recover less than their invested capital upon any eventual sale of the Property. There can be no assurance that the value of the Property will appreciate, or appreciate at a rate sufficient to provide a positive return on investment.

Energy Shortages and Costs. There may be shortages or increased costs of fuel, natural gas or electric power, or allocations thereof, by suppliers or governmental regulatory bodies in the area where the Property is located. We are unable to predict the extent, if any, to which such shortages, increased prices, or allocations will occur or the degree to which such events might influence the ability of the Property to meet stated goals. If such shortages occurred or such costs increased, however, they could materially adversely affect the income derived by the Trust from the Property, the value of the Property and the value of the Interests.

Risks Related to Financing of the Property.

Risks of Leverage. Ownership of the Property is subject to substantial amounts of debt, as set forth below under "Acquisition and Financing," secured by mortgages on the Property and assignments of leases and rents received from the Property Trust, and a pledge of the Trust's ownership interest in the Property Trust (the "Pledge"). The Loans are non-recourse to the Trust and the Beneficial Owners. As a result of this level of leverage, a decrease in rental revenues from the Property may adversely affect the financial viability of the Property. In addition, a substantial principal balance will remain outstanding on the Loans at the end of the original term of the Lease. If the Property Trust is unable to obtain sufficient refinancing for reasons such as failure of the Tenant to renew the Lease, rental rates not being sufficient to obtain refinancing, or the Property Trust being unable to obtain a new tenant, the Lenders would foreclose on the Loans. In addition, foreclosure on the Pledge is an expedited process compared to a mortgage foreclosure, making it more difficult for the Trust to protect its interests.

The Beneficial Owners are not permitted to make additional capital contributions to the Trust. If the cash flow from the Property is insufficient to service the debt incurred or assumed in connection with the acquisition of the Property, the equity in the Property may be eliminated through foreclosure, which could also have adverse tax consequences for the Beneficial Owners. See "Federal Income Tax Consequences."

Financing on the Property may prohibit principal prepayments for varying periods and may require prepayment penalties thereafter. Any such prepayment restrictions may make it more difficult to sell the Property.

Events of Default Under the Loans. Events of default under the Loans include, without limitation, the failure to make payments on the Loans, the occurrence of an "Event of Default" under the Lease, a transfer of the Property or Interests in violation of the restrictions on transfer, bankruptcy of the Property Trust, misrepresentation, fraud, the Property becoming subject to a lien, the Lease or Guaranty ceasing to be in full force and effect, a breach of the covenants in the Loan documents and a default under any Loan resulting in an acceleration thereof. Should the Property Trust default under a Loan for any reason, the applicable Lender may declare a default under the Loan, which could result in foreclosure by either Lender on the Property or foreclosure

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by the Subordinated Lender on the Pledge and the loss of all or a substantial portion of the investment made by the Beneficial Owners.

Ability to Repay Indebtedness. The ability of a Trust to repay any indebtedness incurred in connection with the acquisition of the Property will depend in part upon the sale or other disposition of the Property prior to the date such amounts become due. There can be no assurance that any such sale can be accomplished at a time or on such terms and conditions as will permit the Trust to repay the outstanding principal amount of any indebtedness. Financial market conditions in the future may affect the availability and cost of real estate loans, making real estate financing difficult or costly to obtain for potential buyers of the Property.

Risks Relating to the Operation of the Property

Insurance; Uninsured Losses. The Tenant will be responsible for maintaining "All-Risk" insurance covering the building and other improvements on the Property for not less than 100% of replacement value. The Tenant is also required to maintain public liability and property damages insurance with respect to the operation of the Property. The Tenant is also permitted to self-insure for these risks. However, there are certain types of losses (generally of a catastrophic nature, such as earthquakes, floods, wars, and terrorism) which are either uninsurable or not economically insurable. If a loss occurs that is partially or completely uninsured, the Beneficial Owners may lose all or a part of their investment. The Trust (but not the Beneficial Owners) may be liable for any uninsured or underinsured personal injury, death or property damage claims.

Environmental, Health and Safety. The presence of hazardous substances or toxic waste has adversely impacted real estate values in the United States. Environmental issues on the Property may make it difficult to obtain refinancing for the Property despite the fact that the Property Trust will generally be required to indemnify the lender for all environmental losses. The Property Trust has obtained copies of the Environmental Site Assessment Reports for the Property with reliance letters issued for the benefit of the Property Trust and the Lenders (not for the Trust or the Beneficial Owners). The failure to comply with present or future environmental regulations by the Property Trust could result in the imposition of fines or a cessation of operations at the Property. Compliance with these regulations could require the Property Trust to acquire costly equipment or to incur other significant expenses.

If any hazardous materials are found at the Property in violation of law, the Property Trust may be held liable for all cleanup costs, fines, penalties and other costs. This potential liability will continue after the Property Trust sells the Property and may apply to hazardous materials present within the Property before the Property Trust acquired the Property. If losses arise from hazardous substance contamination that cannot be recovered from a responsible party, the financial viability of the Property may be substantially affected. In extreme cases, the Property (and hence the Interests) may be rendered worthless, or the Property Trust may be obligated to pay cleanup and other costs in excess of the value of the Property.

Reliance on Management. The Trustee will have the right to make administrative decisions on behalf of the Trust. Under the Master Trust Agreement, the Trust will provide limited powers to the Trustee with respect to the Property. In the event of a Transfer Distribution, the manager of the Limited Liability Company will be granted expanded powers. Accordingly, no

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Purchaser should purchase Interests unless such Purchaser recognizes that the Trust is limited in its ability to manage the Property and such Purchaser is willing to entrust such limited management of the Property and the power to sell the Property to the Trustee, and after a Transfer Distribution the Purchaser is willing to entrust all aspects of the management of the respective Limited Liability Company to the manager of the Limited Liability Company (or its designee) as the manager of the Limited Liability Company (or manager of the sole member of such Limited liability Company, as applicable). See "Summary of the Trust Agreements — Summary of Certain Provisions of the Limited Liability Company Agreement."

Conflicts. The Trustee and its Affiliates are subject to conflicts of interest among their activities, roles and duties for other entities and the activities, roles and duties they have assumed on behalf of the Trust. Conflicts exist in allocating management time, services and functions between their current and future activities and the Trust. The Trustee is entitled to receive compensation in connection with a sale of the Property and refinancings of any of the Loans. None of the arrangements or agreements described, including those relating to compensation, is the result of arm's-length negotiations.

Litigation. We may be adversely affected by legal proceedings to which we have been, or may become a party. From time to time, we may be involved in various investigations, lawsuits, claims, demands, disputes and other legal proceedings arising out of or incidental to the conduct of our business. Civil and criminal litigation is inherently unpredictable, and the outcome can result in costly verdicts, fines and penalties and/or injunctive relief that affect business. Therefore, we are unable to estimate the possible range of liability that might be incurred should these proceedings occur or be resolved against us. Defense of litigation claims can be expensive, time-consuming and distracting and it is possible that we could incur judgments or enter into settlements of claims for monetary damages or change our business, which could have a material adverse effect on our business, financial condition, cash flows or results of operations.

Offering Risks

No Market for Interests. The transfer of Interests will be subject to certain limitations. See "Restrictions on Transferability" and "Summary of the Trust Agreements - Transfer Rights." Moreover, it is not anticipated that any public market for Interests will develop, and the transfer of Interests may result in adverse tax consequences and additional administrative fees imposed by the Trustee for the transferor. See "Federal Income Tax Consequences." Consequently, holders of Interests may not be able to liquidate their investments in the event of emergency or for any other reason, and Interests may not be readily accepted as collateral for a loan. The purchase of Interests, therefore, should be considered only as a long-term investment.

The Interests are not registered with the Securities and Exchange Commission or any state securities commissions. The Interests have not been, and will not be, registered with the Securities and Exchange Commission ("SEC") or any state securities commission. The Interests are being offered in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act, Rule 506(b) of Regulation D as promulgated by the SEC under the Securities Act and state securities laws applicable only to offers and sales to a prospective Purchaser meeting the suitability requirements set forth herein. Since this is a nonpublic offering and, as such, is not registered under federal or state securities laws, a prospective Purchaser will

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not have the benefit of review or comment by the SEC or any state securities commission. The terms and conditions of this Offering may not comply with the guidelines and regulations established for real estate programs that are required to be registered and qualified with those agencies.

An Investment in the Interests is not a diversified investment. A Purchaser will acquire an Interest in the Trust, the assets of which (through the Property Trust) consist solely of the Property Trust (which holds the Property and the Lease). Thus, an investment in the Interests will not be diversified as to the type of asset, tenant mix or geographic location.

Purchasers may not realize a return on their investment for years, if at all. A Purchaser may not realize a return on his, her or its investment and could lose the entire investment. For this reason, a prospective Purchaser should carefully read this Memorandum and should consult with his, her or its attorney, tax advisor and business advisor prior to making the investment.

Purchase Price of Interests. The proposed purchase price for the Interests was determined unilaterally by the Sponsor and is not based on an arm's-length negotiation. The proposed total purchase price for the Interests is significantly higher than the Trust's purchase price for the Property. Therefore, Purchasers should not expect that the price paid for their investment is reflective of the fair market value of the Property on a stand-alone basis. If the Property Trust sells the Property, the Property Trust may not receive proceeds on sale greater than or equal to the amount of the price of the Interests, and the Purchasers would suffer an economic loss.

Identification of Property. After identifying the Property that is held by the Trust, a prospective Purchaser may not be accepted or may be rejected for other reasons and such Purchaser may therefore lose the benefit of a Section 1031 Exchange.

Impact of Leverage on Section 1031 Exchange. The Property will be subject to financing. Code Section 1031 generally requires taxpayers to offset debt on their relinquished property with equal or greater debt on their replacement property (or additional cash from another source). A portion of an investment in an Interest by Purchasers who are exchanging relinquished property with a larger amount of debt may be taxable if there is a net reduction in debt (although additional cash from another source may offset the reduction in debt). Each Purchaser will have its own unique debt and other exchange issues. Therefore, each Purchaser must seek the advice of its own independent tax advisor as to qualification for tax deferral under Code Section 1031 and the Treasury Regulations promulgated thereunder, including the debt rules.

Operation as the Limited Liability Company after a Transfer Distribution. The manager of the Limited Liability Company will have exclusive discretion in the management and control of the business and affairs of the Limited Liability Company. The members will not have the right to take part in the management or control of the business or affairs of the Limited Liability Company. The members are permitted to vote only in a limited number of circumstances. The manager has the right at any time to sell the Property. Such sale could occur at a time that would be adverse to the interests of any given member either from a financial or tax standpoint. The manager may have conflicts of interest with respect to the Limited Liability Company and the members. While the manager is accountable to the Limited Liability Company as a fiduciary and is obligated to exercise duties of due care, loyalty, and full disclosure in handling Limited Liability

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Company affairs, it is entitled to certain limitations of liability and to indemnity by the Limited Liability Company against liabilities not attributable to its willful misconduct, bad faith, fraud or gross negligence. Such indemnity and limitation of liability may limit rights that members would otherwise have to seek redress against the manager.

Additional Information Not Contained in this Memorandum. This Memorandum does not contain all of the information that you should review prior to investing in an Interest. As of the date of this Memorandum, various reports, documents and information with respect to the Property, including the Appraisal, environmental report, Lease, Master Trust Agreement, Property Trust Agreement and the Loan documents are available. Those documents may be found in the Data Room, to which access will be provided upon your written request and execution and acceptance of a Confidentiality Agreement, if applicable. Additional information, to the extent material, will be provided to you as a supplement to this Memorandum. You should not invest in an Interest until you have reviewed all of such additional documents and information.

Tax Risks

General. There are substantial issues associated with the federal income tax aspects of a purchase of an Interest, especially if the purchase is part of a Section 1031 Exchange. The following paragraphs summarize some of the tax risks to a Purchaser. A further discussion of the tax aspects (including other tax risks) of a purchase of an Interest is set forth under "Federal Income Tax Consequences." **BECAUSE THE TAX ASPECTS OF THIS OFFERING ARE COMPLEX AND CERTAIN OF THE TAX CONSEQUENCES MAY DIFFER DEPENDING ON INDIVIDUAL TAX CIRCUMSTANCES, EACH PROSPECTIVE PURCHASER IS STRONGLY ENCOURAGED TO CONSULT WITH AND RELY ON ITS OWN TAX ADVISOR ABOUT THIS OFFERING'S TAX ASPECTS IN LIGHT OF SUCH PURCHASER'S INDIVIDUAL SITUATION. NO REPRESENTATION OR WARRANTY OF ANY KIND IS MADE WITH RESPECT TO ACCEPTANCE BY THE IRS OR THE COURTS OF THE TREATMENT OF ANY ITEM BY A PURCHASER.**

Classification for Purposes of Code Section 1031; No Ruling. The Sponsor has structured the Master Trust Agreement and the Property Trust Agreement with the intent that each Purchaser will be treated as acquiring an interest in real estate, as opposed to a security or interest in a partnership, joint venture or corporation (collectively, a "business entity"), for federal income tax purposes. A Purchaser who is acquiring an Interest pursuant to a Section 1031 Exchange must be aware that the Interest must be treated as an interest in real property, and not as an interest in a business entity, in order for the Purchaser to be eligible to use the Interest as part of a Section 1031 Exchange. However, no ruling will be requested from the IRS that the Interests will be treated as interests in real estate, as opposed to an interest in a business entity for federal income tax purposes. In the absence of a ruling, there can be no assurance that the IRS will treat the Interests as interests in real estate for federal income tax purposes. Consequently, a Purchaser acquiring an Interest as part of a Section 1031 Exchange must consult with his, her or its own independent tax advisor about the tax consequences and potential risks of any Section 1031 Exchange.

An Interest must constitute an interest in real estate to qualify for exchange treatment under Section 1031. The determination of whether an Interest will be treated for federal income tax purposes as ownership in real estate and not as a security or an interest in a business entity is

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dependent upon all of the surrounding facts and circumstances. On July 20, 2004, the IRS issued Revenue Ruling 2004-86, which held that, assuming the other requirements of Section 1031 are satisfied, a taxpayer's exchange of real property for an interest in the Delaware statutory trust ("DST") satisfies the requirements of Section 1031. The IRS based its holding on the following conclusions: (a) the DST is an "investment" trust and not a "business entity" for federal income tax purposes; (b) the DST is a "grantor trust" for federal income tax purposes, with the holders of interest in the DST treated as the grantors of the DST; and (c) the holders of interests in the DST are treated as directly owning interests in real property held by the DST. Revenue Ruling 2004-86 listed certain specific trust provisions which would, in the IRS's view, cause an interest in the DST to not qualify for a Section 1031 Exchange. It also contains numerous facts regarding the DST and the transactions, and did not indicate which facts were key factors in Revenue Ruling 2004-86. As a result, there are some aspects of the Trust which differ from Revenue Ruling 2004-86 or are not addressed therein. For example, the Trust may be converted in certain circumstances into a limited liability company. Notwithstanding this difference from the facts described in Revenue Ruling 2004-86, the Master Trust Agreement and the Property Trust Agreement have been drafted with the intention that they be consistent with the material factual matters and assumptions regarding the DST and with the existing body of law applicable to fixed investment trusts under Treasury Regulation Section 301.7701-4(c).

The Sponsor believes this Offering described in this Memorandum is structured in a manner that the Interests should be treated for tax purposes primarily as interests in real estate and not as interests in a partnership. If the Interests were to be treated by the IRS or a court as interests in a partnership, then no Purchaser would be able to use its acquisition of Interests as part of a Section 1031 Exchange to defer gain under Code Section 1031. The IRS may challenge the tax treatment related to the Interests as described in this Memorandum.

Property Identification Rules under Section 1031 are Strictly Construed. Purchasers contemplating a Section 1031 Exchange must identify replacement property within 45 days after the date on which the property relinquished in the exchange is transferred. Such identifications generally must be made in a written document signed by the Purchaser and timely delivered to a qualified person (such as a qualified intermediary) and must contain an unambiguous description of the replacement property. In this Offering, the Property consists of a parcel of real estate which must be identified to satisfy the property identification requirements of Section 1031. The identification rules are strictly construed and a Section 1031 Exchange may be disqualified if the property identification rules are not complied with or the deadlines set forth in Treasury Regulations regarding the timing of property identifications are not met. Purchasers must consult with their own tax advisors concerning their satisfaction of the property identification requirements of Section 1031.

Acquisition of the Interests May Not Qualify as a Section 1031 Exchange. An Interest may not qualify under Section 1031 for tax-deferred exchange treatment and a portion of the proceeds from a Purchaser's sale of his, her or its property to be relinquished (the "Relinquished Property") could constitute taxable consideration. Whether any particular acquisition of an Interest will qualify as a Section 1031 Exchange depends on the specific facts involved, including, without limitation, the nature and use of the Relinquished Property and the method of its disposition, the use of a qualified intermediary and a qualified exchange escrow and the lapse of time between the sale of the Relinquished Property and the identification and acquisition of the replacement

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property. Neither the Sponsor nor its Affiliates or agents are examining or analyzing any prospective Purchaser's circumstances to determine whether such Purchaser's acquisition of the replacement property qualifies as a Section 1031 Exchange. Moreover, no opinion or assurance is being provided to the effect that any individual prospective Purchaser's transaction will qualify under Section 1031. Such examinations or analyses are the sole responsibility of each prospective Purchaser, who must consult with his, her or its own independent legal, tax, accounting and financial advisors before purchasing an Interest. If the factors surrounding a prospective Purchaser's disposition of the Relinquished Property and his, her or its acquisition of the Interests do not meet the requirements of Section 1031, the disposition of the Relinquished Property will be taxed as a sale and the IRS will assess interest and possibly penalties for failure to timely pay such taxes.

Status as a True Lease for Federal Income Tax Purposes. Transactions structured as leases may be recharacterized for federal income tax purposes to reflect their economic substance. For example, in appropriate circumstances a purported lease may be recharacterized as a conditional sales contract. Recharacterization of the Lease as a conditional sale agreement for federal income tax purposes would have significant tax consequences. If the Lease was recharacterized as a conditional sale agreement, the Tenant would be treated as the owner of the Property for federal income tax purposes. As a result, Purchasers attempting to participate in Section 1031 Exchanges would not be treated as having received qualified replacement property when they acquired their Interests because the Purchaser would be treated as having made a loan to the Tenant. As the owner of the Property for federal income tax purposes, the Tenant would be entitled to claim any depreciation deductions. All of these consequences could have a significant impact on the tax consequences of an investment in the Property. Rev. Proc. 2001-28 sets forth advance ruling guidelines for "true lease" status. The Sponsor has not sought, and does not expect to request, a ruling from the IRS under Rev. Proc. 2001-28. These ruling guidelines provide certain criteria that the IRS will require to be satisfied in order to issue a private letter ruling that a lease is a "true lease" for federal income tax purposes. In the event of an examination by the IRS, the IRS and, ultimately, the courts of applicable jurisdiction, would consider these ruling guidelines, together with existing cases and rulings, for purposes of determining whether a lease qualifies as a true lease for federal income tax purposes.

Personal Property Components. The Property may be deemed to include certain personal property components. The Tax Cuts and Jobs Act (the "TCJA") amended Section 1031 to limit its application to exchanges of real property for exchanges completed after December 31, 2017, subject to a transition rule. Pursuant to Treasury Regulations finalized in November 2020 (the "November 2020 Regulations"), personal property received in a like-kind exchange of real property is non-like-kind property received in the exchange, and taxable gain must be recognized to the extent of the personal property received in the exchange.

Furthermore, pursuant to the November 2020 Regulations, if (i) the fair market value of personal property received in a deferred exchange exceeds 15% of the fair market value of the replacement real property, or (ii) in standard commercial transactions, the personal property is not typically transferred with the real property, the deferred exchange may not qualify as a Section 1031 Exchange.

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Funds from a Section 1031 Exchange may not be used for certain costs associated with the Property. Each Purchaser could be deemed to be paying its pro rata share of closing costs, financing expenses and reserves. Under certain conditions, these costs, as well as reserves relating to the Property, may not constitute property that is like-kind to real estate for purposes of Code Section 1031. Each potential Purchaser must consult its own tax advisor regarding these costs.

Delayed Closing; Inability to Close. Purchasers who are completing Section 1031 Exchanges should be aware that closing on their replacement property must occur before "the earlier of (i) the day which is 180 days after the date on which the taxpayer transferred the property relinquished in the exchange, or (ii) the due date (determined with regard to extension) for the transferor's return for the taxable year in which the transfer of the relinquished property occurs." See Code Section 1031(a)(3)(B). No extensions will be granted or other relief afforded to taxpayers who do not satisfy this requirement. Therefore, a delayed closing on the acquisition of an Interest could adversely affect the qualification of an exchange under Code Section 1031. Prospective Purchasers are strongly encouraged to identify the maximum number of alternative replacement properties during the 45 day identification period (discussed above) and not to only identify the Property as their replacement property.

Deferral of Tax under State Law. Some states adopt Code Section 1031 in whole, other states adopt it in part, and still other states impose their own requirements to qualify for deferral of gain under state law. In addition, while many states follow federal tax law by treating the owner of an interest in a fixed investment trust as owning an interest in the assets held by the Trust, other state laws may differ and could result in the imposition of income or other taxes on such entities. Furthermore, each Purchaser may be subject to state and local taxes in the location where the Property is located and where Purchasers and its principals reside. Certain state taxing agencies are aggressively auditing tax-deferred exchange transactions. Therefore, each Purchaser must consult its own tax advisor as to the qualification of a transaction for deferral of gain under state law. See "Federal Income Tax Consequences."

Transfer Distribution to the Limited Liability Company. If a Transfer Distribution occurs, the Trust and the Property Trust will be converted to limited liability companies and the interests in the "upper tier" limited liability company will be held by the Beneficial Owners. Under current law, such a transfer should not be subject to federal income tax pursuant to Code Section 721. The transfer could be subject, however, to state or local income, transfer or other taxes. In addition, there can be no assurances that such transfer will not be taxable under the federal income or other tax laws in effect at the time the transfer occurs. Because a Transfer Distribution could occur in several situations, it is not possible to determine all of the tax consequences to the Beneficial Owners in the event of a Transfer Distribution.

PURCHASERS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE TAX CONSEQUENCES OF A TRANSFER DISTRIBUTION AND THE EFFECT OF THE PROPERTY BEING HELD BY A LIMITED LIABILITY COMPANY RATHER THAN THE TRUST.

The conversion of the Trusts to Limited Liability Companies may have adverse tax consequences to Investors. If the Trusts are converted to Limited Liability Companies, the trust estates will be transferred from such Trusts to the related Limited Liability Companies, and the

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membership interests in the Limited Liability Companies will be held beneficially by the Investors. Upon a Transfer Distribution, the Trustee will be the manager of the Master LLC (as hereinafter defined), and the New Property LLC, or with respect to the New Property LLC, the sole beneficial owner thereof shall be its managing member. Under current law, such a transfer generally should not be subject to federal income tax pursuant to Code Section 721. The Transfer Distribution could be subject, however, to state or local income, transfer or other taxes. In addition, there can be no assurances that the transfer will not be taxable under the federal income or other tax laws in effect at the time the transfer occurs. Because the conversions of the Trusts to Limited Liability Companies could occur in several situations, it is not possible to determine all of the potential tax consequences to the Investors.

Deferral of Tax upon Sale of Limited Liability Company Interest. Unlike interests in the Trust, interests in the limited liability company will not be treated as interests in real property for federal income tax purposes (including for purposes of a like-kind exchange under Code Section 1031). Thus, if a Transfer Distribution occurs, beneficial 1031 exchange tax treatment will not be available in connection with a disposition of Interests.

Limitations on Deductibility of Interest. Recently enacted tax legislation has added complex rules creating limitations on deductibility of business interests generally limiting the deduction to 30% of "adjusted taxable income." There are exceptions for certain small businesses (with annual gross receipts under $25 million) and for real estate businesses which elect to use the alternative depreciation system (resulting in slower depreciation). Applicability of these rules depends on the taxpayer's personal tax situation. Prospective Purchasers must rely on their personal tax advisors as to the applicability of these rules to their tax treatment relating to their investment in the Trust.

Taxable Income in Excess of Cash Receipts. Rental payments from the Property during the initial 22.5-year term of the Lease will be used to make debt service payments under the Loans. Thus, there will be no excess cash flow from the Property and Purchasers will be required to use cash from other sources to pay taxes on the taxable income resulting from its Interest. The same tax consequences may result from a sale or transfer of an Interest, whether voluntary or involuntary, and may produce ordinary income or capital gain or loss. If this were to occur, a Purchaser would have to use funds from other sources to satisfy its tax liability. See "Federal Income Tax Consequences - Other Tax Consequences."

Risk of Audit and Assessment of Accurately-Related Penalties and Interest. An audit of the tax returns of a Beneficial Owner could result in the challenge to, and disallowance of, some of the deductions claimed in such returns. An audit could also address the validity of a Section 1031 Exchange. No assurance or warranty of any kind can be made with respect to the deductibility of any items, or of the validity of a Section 1031 Exchange, in the event of either an audit or any litigation resulting from an audit. An audit could arise as a result of an examination by the IRS or any state or local taxing authority of tax returns filed by the Trustee, its Affiliates or another Beneficial Owner or any information returns filed by the Trust. In the event of an audit that disallows a Purchaser's deductions, Purchasers should be aware that the IRS could assess significant penalties and interest on tax deficiencies. The Code provides for penalties relating to the accuracy of tax returns equal to 20% of the portion of the underpayment to which the penalty applies. The penalty applies to any portion of any understatement that is attributable to (i)

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negligence or disregard of rules or regulations, (ii) any substantial understatement of income tax, or (iii) any substantial valuation misstatement. A substantial valuation misstatement occurs if the value of any property (or the adjusted basis) is 200% or more of the amount determined to be the proper valuation or adjusted basis. This penalty generally doubles if the property's valuation is overstated by 400% or more. In addition to these provisions, the Code imposes a 20% accuracy-related penalty for listed or reportable transactions having a significant tax avoidance purpose. This penalty is increased to 30% if the transaction is not properly disclosed on the taxpayer's federal income tax return. Failure to disclose such a transaction can also prevent the applicable statute of limitations from running in certain circumstances and can subject the taxpayer to additional disclosure penalties ranging from $10,000 to $200,000, depending on the facts of the transaction. Similarly, any interest attributable to unpaid taxes may not be deductible for federal income tax purposes.

Limitations on Losses and Credit from Passive Activities. Losses from passive trade or business activities generally may not be used to offset "portfolio income," such as interest, dividends and royalties, or salary or other active business income. Losses from such passive activities may generally be used only to offset passive income. Passive activities include trade or business activities in which the taxpayer does not materially participate and any rental activity. The Purchaser's income and loss from rental real estate activities will constitute income and loss from passive activities. A taxpayer may deduct passive losses from rental real estate activities against other income if: (i) more than half of the personal services performed by the taxpayer in trades or businesses are performed in a real estate trade of business in which the taxpayer materially participates, (ii) the taxpayer performs more than 750 hours of service during the tax year in real property trades and businesses in which the taxpayer materially participates, and (iii) the taxpayer elects to treat all interests in rental real estate as a single activity.

Limitation on "Excess Business Losses." Under the TCJA, "excess business losses" of a taxpayer other than a corporation are not allowed for taxable years beginning after December 31, 2020. Such losses are carried forward and treated as part of the taxpayer's net operating loss carryforward in subsequent taxable years. An "excess business loss" for the taxable year is the excess of aggregate deductions of the taxpayer attributable to trades or businesses of the taxpayer over the sum of aggregate gross income or gain of the taxpayer plus a threshold amount. The threshold amount, which is indexed for inflation, was $313,000 (or $626,000 in the case of a joint return) for 2025. This provision applies after application of the passive loss rules and it applies at the partner or shareholder level in the case of a partnership or S corporation.

Limitations on Losses under the At-Risk Rules. A Purchaser that is an individual or closely held corporation will be unable to deduct losses, if any, to the extent such losses exceed the amount such Purchaser is "at risk" with respect to the activity (in accordance with applicable tax laws and rules).

Rent Accrual Under the Lease. Code Section 467 provides that the lessor under a Code Section 467 rental agreement must include in income the amount of rent which accrues during the taxable year. Generally, such rent will accrue as set forth in the lease agreement. Thus, the Trust would accrue income from rent as set forth in the Lease. In the event that a lease arrangement is determined to be a tax avoidance transaction requiring treatment as a disqualified leaseback under Code Section 467, rent will be accrued on a constant accrual basis rather than as set forth in the

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lease agreement. In determining whether a lease arrangement is a tax avoidance transaction, the IRS has established certain safe harbor tests. If a safe harbor test is met, rent is not accrued under the constant accrual basis. In the event the IRS were to determine that the lease agreement did not satisfy any safe harbor test and that a principle purpose for providing increasing rent is the avoidance of federal income tax, the Trust will be required to accrue rent on a constant accrual basis.

Tax Opinion Relies on Certain Factual Assumptions. The Trust has received an opinion of counsel regarding the tax treatment of Interests. This opinion is based on certain factual assumptions. In the event any of these assumptions is inaccurate or changes after the date the opinion is issued, the opinion may no longer be applicable.

Tax Opinion Relies on Certain Representations and Certifications. The tax opinion issued to the Trust is based, in part, on certain representations and certifications made by the Sponsor and the Initial Beneficiary regarding certain factual matters related to the Trust, the Lease and the Property. If any of these representations or certifications is inaccurate or false, the conclusions set forth in the tax opinion may not be applicable.

If You Are an IRA or Other Tax-Exempt Purchaser, You Will Receive Unrelated Business Taxable Income. Most of the income and gain generated from the operation and sale or other taxable disposition of the Property will constitute "unrelated business taxable income" ("UBTI") to tax-exempt Purchasers such as individual retirement accounts ("IRAs") and pension plans, depending primarily on the extent of acquisition debt used by the Property Trust to acquire the Property. Also, an exception from the requirement to treat certain income and gain as UBTI that is potentially available to pension plans (but not IRAs) may not be available with respect to the Property.

Changes in Federal Income Tax Law. The discussion of tax aspects contained in this Memorandum is based on law presently in effect and certain proposed Treasury Regulations. Nonetheless, Purchasers should be aware that new administrative, legislative or judicial action could significantly change the tax aspects of an investment in an Interest. Any such change may or may not be retroactive with respect to transactions entered into or contemplated before the effective date of such change and could have a material adverse effect on an investment in an Interest.

Congress has recently enacted several major tax bills that substantially affect the tax treatment of real estate investments. These changes will have a substantial effect on the type of activities in which a Purchaser intends to engage, and certain of those effects are set forth under the appropriate subheadings under "Federal Income Tax Consequences." In many instances, Congressional Committee reports have been relied upon for the interpretation and application of these new statutory provisions. While the Code authorizes the Treasury Department to issue extensive substantive regulations regarding recently adopted Code provisions, few have been issued to date. In addition, Congress could make substantial changes in the future to the income tax consequences with respect to an investment in an Interest. Congress could make changes in the future to eliminate Code Section 1031 in its entirety or with respect to Interests in the Trust. Congress is currently analyzing and reviewing numerous proposals regarding changes to federal income tax laws, including a proposal that would eliminate Code Section 1031. The extent and

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effect of such changes, if any, are uncertain. Furthermore, a new Budget has been proposed for the United States, and whether the proposed Budget will be passed or significantly changed, is unpredictable, nor can the Trust predict the content or effect of future Budget proposals.

The Use of Certain Exchange Proceeds May Result in Taxable "Boot". If, in a Section 1031 transaction, money is received or deemed received in addition to the like-kind property (referred to as "boot"), then gain on the Relinquished Property is recognized up to the amount of "boot." Any personal property that may be part of the Property, amounts used to establish reserves and impositions or other items that are not attributable to the purchase of real property will not be treated as an interest in real property and may be treated as "boot." It is possible that such amounts, if sufficient additional funds are borrowed by the Purchasers in excess of the indebtedness of a Purchaser's prior investment, will not be treated as boot. It is also possible that reserves will be treated as cash "boot." In addition, to the extent that the portion of the debt acquired with the purchase of an Interest in the Trust is less than the Purchaser's debt on its Relinquished Property, such difference will constitute "boot" and may be taxable depending on the Purchaser's basis in the Relinquished Property. In the event any item is determined to be "boot," the taxpayer will have current income for any such "boot" up to the amount of gain on the exchange of the real property. No opinion is being provided with respect to the amount of "boot" in the transaction. Prospective Purchasers must consult their own independent tax advisors regarding these items.

Foreclosure/Cancellation of Debt Income. In the event of a foreclosure of a mortgage or deed of trust on the Property, a Purchaser would realize gain, if any, in an amount equal to the excess of the Purchaser's share of the outstanding mortgage over its adjusted tax basis in the Property, even though the Purchaser might realize an economic loss upon such a foreclosure. In addition, the Purchaser could be required to pay income taxes with respect to such gain even though the Purchaser may receive no cash distributions as a result of such foreclosure.

If Property debt were cancelled without an accompanying foreclosure of the Property, then a Purchaser could have to recognize cancellation of debt income (subject to the applicability of one or more of the cancellation of debt exclusions, in which event such exclusion(s) might constitute only a "deferral" of such income effectuated by the Purchaser's reduction of tax attributes — including tax basis), which would be taxed as ordinary income, for federal income tax purposes.

THE FOREGOING RISK FACTORS DO NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE RISKS INVOLVED IN THIS OFFERING. PROSPECTIVE PURCHASERS SHOULD READ THIS ENTIRE MEMORANDUM, AS WELL AS THE MASTER TRUST AGREEMENT AND THE OTHER AGREEMENTS REFERENCED IN THIS MEMORANDUM BEFORE DETERMINING TO INVEST IN THE INTERESTS.

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ESTIMATED USE OF PROCEEDS

The following table sets forth the estimated sources and uses of the proceeds of this Offering. The figures below are based upon the sale of 100% of the Interests held by the Initial Beneficiary, which are 79.30% of the total beneficial interests in the Trust. Certain costs have been estimated for purposes of this table [(1)(9)(10)].

Sources		Percentage of Maximum Cash Proceeds	Percentage of Maximum Transaction Amount
Maximum Cash Proceeds	$23,751,968		17.25%
Assumption of Mortgage Debt[(2)]	$113,940,598		82.75%
Maximum Transaction Amount	$137,692,566		100.00%
Uses			
Selling Commissions[(3)]	$1,425,118	6.00%	1.04%
Marketing and Due Diligence Allowance[(3)]	$237,520	1.00%	0.17%
Investor Vetting Fee[(3)]	$137,693	0.58%	0.10%
Broker Dealer Fee[(3)]	$23,790	0.10%	0.02%
Organization and Offering Expenses[(4)]	$102,487	0.43%	0.07%
Third Party Due Diligence Expense[(5)]	$58,682	0.25%	0.04%
Third Party Equity Financing Cost[(6)]	$404,271	1.70%	0.29%
Affiliate Equity Financing Cost[(7)]	$5,258,239	22.14%	3.82%
Return of Acquisition Capital[(8)]	$16,104,168	67.80%	11.70%
Total Uses	$23,751,968	100.00%	17.25%

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(1) Certain of these costs have been estimated for purposes of this table. If the actual costs and expenses exceed the estimates, the Initial Beneficiary will pay those costs and expenses. Conversely, if the estimates exceed the actual costs and expenses, the Initial Beneficiary will retain the difference as additional compensation.

(2) The Property is subject to non-recourse mortgage loans for which each Purchaser will be allocated its pro rata portion as of the date such Purchaser purchases its Interests. The aggregate outstanding principal balance of such mortgage loans as of the date of this Memorandum is $143,682,974.39. The Offering Amount includes 79.30% of this outstanding principal balance.

(3) Offers and sales of Interests will be made on a "best efforts" basis by the broker-dealers who are members of the Selling Group. The Selling Group will receive sales commissions of up to $1,425,118, equal to up to 6.00% of the Maximum Cash Proceeds of this Offering (i.e. cash paid by the Purchaser for the Interest, excluding assumption of allocated mortgage loan debt), provided, that this amount may vary in the event that a modified commission rate is negotiated with a Selling Group member, in which case the commission rate will be the agreed-upon rate. The Initial Beneficiary may pay reduced Selling Commissions and Offering Expenses or waive such sums with respect to Interests purchased by Affiliates and other persons. In the event a Purchaser independently uses the services of a registered investment advisor ("RIA") and not a Broker-Dealer in connection with the purchase of Interests, no selling commissions will be payable with respect to its purchase of such Interests. The payment of any fees or similar compensation to such RIA will be the sole responsibility of such Purchaser, and the Trust will have no liability for any such compensation. In the event a purchase of Interests occurs directly without a selling broker dealer, the Initial Beneficiary reserves the right to decrease the price to the Purchaser. The Selling Group members will receive, a marketing and due diligence allowance in the amount of up to 1.00% of the Maximum Cash Proceeds ($237,520). The commission and expenses payable to any member of the Selling Group shall be reduced to the extent that such amounts payable would exceed 1.2075% of the Maximum Transaction Amount of the Interests sold by such member. Clearview Trading Advisors, Inc. will receive an investor vetting fee in the amount of up to 0.10% of the Maximum Transaction Amount (i.e. Maximum Cash Proceeds plus assumption of mortgage loan debt ($137,693). In addition, Clearview will receive a $5,000 per month advisory fee related to this Offering during its open sales period. The Initial Beneficiary will be responsible for paying these fees out of the proceeds of the Offering. The Initial Beneficiary will be responsible for any Selling Commissions and Offering Expenses in excess of these sums and will be entitled to retain any unused funds on a non-accountable basis. See "Plan of Distribution."

(4) The Initial Beneficiary will incur organizational and offering expenses estimated at approximately 0.07% of the Maximum Transaction Amount which include among others, legal costs and appraisal fee. The Initial Beneficiary will be reimbursed on a nonaccountable basis for expenses incurred in connection with the Offering and the organization of the Trust, including, but not limited to, legal and accounting fees, marketing expenses, and other costs and expenses directly related to the Offering and organization of the Trust, all of which are being initially paid by the Initial Beneficiary. The Initial Beneficiary will be responsible for any such fees in excess of these sums and will be entitled to retain any unused funds on a nonaccountable basis.

(5) The Initial Beneficiary will reimburse the expenses of third parties conducting due diligence evaluations on behalf of third-party broker/dealers.

(6) Estimated cost of capital provided by non-Affiliate investors to NLC Financial Service HQ Holdings LLC in connection with the acquisition by the Initial Beneficiary.

(7) Estimated cost of equity capital provided by Affiliate investors to NLC Financial Service HQ Holdings LLC in connection with the acquisition by the Initial Beneficiary.

(8) Return of Capital to Affiliate and non-Affiliate investors to NLC Financial Service HQ Holdings LLC in connection with the acquisition by the Initial Beneficiary (cash cost plus fees).

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(9) The Trustee is entitled to receive a fee (i) in the amount of 1.50% of the gross proceeds (cash purchase price plus debt assumed) from a Disposition (as hereinafter defined) of the Property, (ii) in the amount of 1.0% of the gross cash proceeds of a Refinancing (as hereinafter defined) of the Senior Loan and/or the Subordinated Loan, and (iii) in the amount of 1.50% of the gross proceeds (cash purchase price plus debt assumed) from a Property Trust Interest Transfer (as hereinafter defined). The amount of the fee in (i) and (iii), in connection with each such sale, exchange or other disposition is subject to the limitation is the applicable proviso in the descriptions of such fee in "Compensation and Fees". See "Compensation and Fees."

(10) For the avoidance of doubt, not all Purchasers will be subject to all of the fees and expenses listed in this table, or the maximum amount of any such fees or expenses. The purpose of any alternative fee expense structure would solely be to facilitate investment by Purchasers in the Trust and, in turn, in the assets of the Trust, and not the creation of distinct rights and obligations and the Trust Agreement among different Purchasers or groups of Purchasers. Purchasers will also be required to pay their own acquisition expenses and closing costs, including the fees payable to their qualified intermediary, tax advisor and legal counsel, and any expenses incurred post-closing related to an approved transfer of an Interest.

COMPENSATION AND FEES

None of the Trustee, the Sponsor or any of their respective Affiliates will receive any compensation or fees from sale of the Interests, other than any profit derived by the Initial Beneficiary from sale of the Interests in excess of the amounts payable upon purchase thereof. The amount of any profit to the Initial Beneficiary cannot be determined until all of the Interests have been sold. Depending on market conditions, the Initial Beneficiary may realize a substantial profit or it may realize a loss, from sales of the Interests. In addition, the Trustee shall be entitled to the following:

(i) upon a sale, exchange or other disposition of the Property (in whole or in part) (a "Disposition"), the Trust shall pay Trustee a fee in an amount equal to one and a half percent (1.5%) of the purchase price (which purchase price shall include cash and any debt assumed) paid to the Property Trust (or the Property LLC, as applicable) in connection with such Disposition (the "Disposition Fee"), provided however, in no event shall the Disposition Fee together with any brokerage fees payable by the Property Trust (or the Property LLC, as applicable) to third party sales brokers in connection with a Disposition in the aggregate exceed an amount equal to three percent (3.0%) of the purchase price paid to the Property Trust (or the Property LLC, as applicable) in connection with such Disposition;

(ii) upon a refinancing of the Senior Loan and/or the Subordinated Loan (a "Refinancing"), the Trust shall pay Trustee a fee in an amount equal to one percent (1.0%) of the gross cash proceeds of such Refinancing (the "Refinancing Fee"); and

(iii) upon each sale, transfer or exchange of all of the Beneficial Interests (as defined in the Property Trust Agreement) with respect to the Property Trust (a "Property Trust Interest Transfer"), the Trust shall pay Trustee a fee in an amount equal to one and a half percent (1.5%) of the purchase price (which purchase price shall include cash and any debt assumed) paid to the Trust in connection with such Property Trust Interest Transfer (the "Property Trust Interest Fee" and together with the Disposition Fee, and Refinancing Fee, collectively, the "Fees"), provided however, in no event shall the Property Trust Interest Transfer Fee for the Property Trust Interest Transfer together with any brokerage fees payable by the Property Trust to third party sales brokers in connection with a Property Trust Interest Transfer in the aggregate exceed an amount equal to

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three percent (3.0%) of the purchase price paid to the Property Trust in connection with such Property Trust Interest Transfer.

If (and only if) the Senior Loan or Subordinated Loan and all obligations to the applicable Lender are required to be repaid in connection with such Disposition, Refinancing or Property Trust Interest Transfer, as applicable, the foregoing Fees shall not be paid to the Trustee unless such Loan and related obligations are paid in full.

CONFLICTS OF INTEREST

The Trustee, the Sponsor and certain of their respective Affiliates are subject to conflicts of interest among their activities, roles and duties for other entities and the activities, roles and duties they have assumed on behalf of the Trust. Conflicts exist in allocating management time, services, and functions between their current and future activities and the Trust. None of the arrangements or agreements described, including those relating to compensation, are the result of arm's-length negotiations.

RESTRICTIONS ON TRANSFERABILITY

There are restrictions on the transferability of an Interest imposed by the Master Trust Agreement and by federal and state securities laws. The Interests offered by this Memorandum have not been registered under the Securities Act or the securities laws of any state. The Interests may not be transferred or 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. No public market for Interests will develop. Prospective Purchasers should view an investment in an Interest as a long-term investment. Each Purchaser will be responsible for compliance with applicable securities laws with respect to any transfer or re-sale of his, her or its Interest.

LIMITED TRUSTEE DUTIES

The Master Trust Agreement provides that the Trustee will not be liable to the Beneficial Owners for acts or omissions performed or omitted by it except for acts or omissions arising out of willful misconduct, bad faith, fraud or gross negligence, and that the Beneficial Owners will indemnify the Trustee and each of its directors, officers, employees, and agents for any liability suffered by them arising out of their activities in connection with the Trust, except for liabilities resulting from the Trustee's willful misconduct, bad faith, fraud or gross negligence. See "Summary of the Trust Agreements." Accordingly, the Beneficial Owners may have a more limited right of action than would otherwise be the case absent such provisions.

THE TRUSTEE

NLC Financial Service HQ Trustee LLC, a Delaware limited liability company, will serve as the Trustee of the Trust and will have the exclusive right to manage the business, affairs and operation of the Trust (other than certain limited functions reserved to the "Resident Trustee" and the "Independent Trustee"). See "Summary of the Trust Agreements." The Trustee is owned 100% by the Sponsor, which (together with Affiliates thereof) has substantial experience in real estate, property acquisitions and management. NLC Manager LLC, a Delaware limited liability

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company, is the sole Manager of the Trustee. Bruce S. MacDonald is the sole manager of NLC Manager LLC.

THE SPONSOR

Net Lease Capital Advisors LLC, a Delaware limited liability company, is the Sponsor of this Offering (the "Sponsor"). The Sponsor was formed in 2005. It serves as the operational successor to Net Lease Capital Advisors, Inc., through which the same principal team of professionals has worked since 1996.

The Sponsor is a leading boutique provider of commercial real estate structuring and advisory services with unique expertise in debt and equity financings, principal and joint venture investments, investment sales, structured solutions for owners and sellers, turn-key 1031 solutions, sale/leasebacks and credit tenant leasing. The Sponsor also provides a broad range of commercial real estate acquisition, brokerage and related services. The Sponsor's comprehensive approach combines expertise in real estate and related capital markets disciplines.

Acquisitions. The Sponsor acquires net lease and sale leaseback properties for its own account, for institutional joint venture partners, and for clients seeking programmatic acquisition of net lease property. The Acquisitions Group seeks office, retail and industrial properties nationwide, with a preference for properties with leases having ten or more years remaining, and for properties having an S&P single B or better credit rating. The Sponsor has purchased thirty-nine transactions involving Delaware statutory trusts, twenty-nine covering individual properties as well as ten multiple property portfolios purchased for a total of approximately $8.4 billion. See "Prior Transactions."

Advisory. The Sponsor provides proprietary strategies for property owners, which address capital gains concerns resulting from the sale of real estate, particularly through the use of Section 1031 Exchanges. Advanced strategies integrate expertise in real estate and finance, and incorporate credit tenant property, which is useful because of its corporate guarantee, unique financing and commodity-like liquidity.

Brokerage. An experienced sales and marketing team provides access to the nationwide market of net lease property, along with extensive research and analysis. The Sponsor exclusively lists net lease properties, in both individual and packaged offerings. The Sponsor has closed over $16 billion in interests for net lease transactions.

Property Management. NLC Property Management was formed in 2017 with the intent of providing a more focused suite of services to the government occupied properties that NLCA owns and/or manages. NLC Property Management operates over 1.1 million square feet of Veteran Administration Healthcare clinics in seven states. NLCA is a long-term owner and/or manager of Federal Government occupied facilities and continues to add to its portfolio. Acquiring its first VA Healthcare facility in 2008 and building to a current portfolio comprised of nine VA properties. In addition to the VA properties it owns and operates NLCA and its Principals have ownership and operational oversight in several GSA properties including Birmingham, AL SSA Processing Center, FBI Facilities in Portland, OR, Minneapolis, MN and Cincinnati, OH as well as the NARA facility in St. Louis, MO. Additionally, the NLC Property Management, management team,

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oversees third party property management at other properties owned by NLCA and its principals during the term of ownership in the ordinary course of business.

The Principals of the Sponsor are Douglas F. Blough and Bruce S. MacDonald.

Douglas F. Blough is a Co-Founder and Chief Financial Officer of, and directly or indirectly a 50% owner of, the Sponsor and a member of its Investment Committee.

Mr. Blough began his real estate career in 1985, when he formed a Massachusetts-based real estate investment and development company with partner Bruce S. MacDonald, focusing on the acquisition and financing of apartment complexes in the Northeast. The firm developed high-end residential property and created general and limited partnerships which financed and acquired apartment complexes. In 1992, Mr. Blough began work for NAI James E. Hanson, Inc., a New York area real estate investment and development firm, where he acquired sale-leaseback portfolios with institutional Wall Street financing.

In January 1997, Mr. Blough and partner, Bruce S. MacDonald, founded the Sponsor as an outgrowth of the investment arm of James E. Hanson, with a primary focus on credit tenant lease transactions, and special tax strategic applications for them. Mr. Blough's responsibilities include sourcing, underwriting and structuring property acquisitions, financings and sales. He is also the chief architect of the firm's advisory programs, in which he combines technologies of structuring and credit tenant lease finance to create an array of strategic offerings for investors. Through a variety of vehicles, Blough owns managing interests in debt and equity positions in properties with a combined market value exceeding $1 billion. Mr. Blough graduated summa cum laude from Purdue University.

Bruce S. MacDonald is a Co-Founder and President of, and directly or indirectly a 50% owner the Sponsor and a member of its Investment Committee.

Mr. MacDonald has spent the last 26 years in the real estate investment field, with experience in investment sales, appraisal and development. In 1985, he and partner Douglas F. Blough formed a Massachusetts-based real estate investment and development company acquiring and financing apartment complexes in the Northeast.

After parting with Mr. Blough during the downturn, he rejoined his partner in 1995 to focus on the acquisition and financing of credit tenant properties for New York investment and development firm, NAI James E. Hanson, Inc.

In 1997, they started the Sponsor, where they applied the expertise they had developed as principal investors in the credit tenant arena to financial strategies for property owners and investors. Mr. MacDonald has built a specialization offering sophisticated solutions which incorporate credit tenant property and credit tenant finance to achieve superior outcomes for investors.

Mr. MacDonald is a frequent speaker on the net lease industry and on strategic tax and investment applications for net lease property. He was named Honorary Net Lease Executive of the Year by Commercial Investment Real Estate Magazine in 2012, and featured on a panel of "Legends and Leaders in Net Lease" at the Net Lease Summit in 2007. Mr. MacDonald also

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addresses audiences of the National Association of Industrial and Office Properties, IMN and the Mortgage Bankers Association, on topics related to the net lease industry. Through a variety of vehicles, MacDonald owns managing interests in debt and equity positions in properties with a combined value exceeding $1 billion.

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PRIOR TRANSACTIONS

The information presented in this section represents the historical experience of real estate programs for the Sponsor and its Affiliates. You should not assume that you will experience returns, if any, comparable to those experienced by investors in such prior real estate programs. You will not acquire any ownership interest in any of the entities to which the following information relates.

The Sponsor was formed in 2005. It serves as the operational successor to Net Lease Capital Advisors, Inc., through which the same leadership team has worked since 1996.

DST Transactions.

One of the principal businesses of the Sponsor is the acquisition and management of investment properties. Directly, or through its predecessor and Affiliates, the Sponsor has been involved in thirty-seven prior DST real estate programs, which to date have raised over $1.6 billion of equity capital.

Other Transactions.

In addition to the DST real estate programs, Net Lease Capital Advisors, either directly or through its predecessor and its Affiliates, purchased two hundred properties for an aggregate purchase price of approximately $2.0 billion through a variety of structures and involving a variety of financing arrangements. Two Net Lease Capital Advisors real estate transactions did not meet all of the investment objectives as originally projected by Net Lease Capital Advisors. Both of those closed in 2007-2008, prior to the financial crisis/recession in 2009, and neither was structured as a DST, or as a transaction involving securities sold to retail investors. In the case of the first transaction, the tenant filed bankruptcy and the associated senior property loan went into default and has been foreclosed by the lender. In the case of the other transaction, the associated senior property loan from a commercial bank matured in August of 2016, and the investors have received a return of, and a 10% return on, their investment. As the CMBS underwriting standards have changed since the financial crisis/recession, the senior property loan was not able to be refinanced in full. Efforts to restructure the loan were unsuccessful, and the senior lender is in the process of foreclosing on the individual portfolios. No third-party investor has ever lost its investment in any of the DST real estate programs or transactions described above.

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The table below summarizes properties purchased and offered as DST's by the prior real estate programs of the Sponsor and its Affiliates during the past 20 years:

Date of First Sale	Tenant[1]	Location	Loan Amount	Property Value[7]	Equity Requirement	# Investors
11/22/2005	Sun Microsystems – Headquarters[2]	San Jose, CA	$92,921,667	$100,305,000	$7,383,333	17
9/16/2009	US Government – GSA Social Security Administration[6]	Birmingham, AL	$165,721,081	$182,293,189	$16,572,108	21
12/19/2011	The Hershey Company – Corporate Offices	Hershey, PA	$55,235,812	$59,259,051	$4,023,239	1
6/29/2012	Cargill – Distribution Center	Hazleton, PA	$34,449,510	$37,858,031	$3,408,521	3
6/5/2013	US Government Veterans Administration	Oakwood, GA	$9,733,736	$11,252,874	$1,519,138	3
8/26/2013	United Healthcare Services – Headquarters	Minnetonka, MN	$152,177,857	$175,353,928	$23,176,071	36
3/7/2014	US Government – GSA Federal Bureau of Investigation & National Archives[5]	Portland, OR Brooklyn Center, MN Sycamore, OH St. Louis, MO	$307,133,514	$353,597,463	$46,463,949	77
9/10/2015	WG DST 1 – 8 Walgreens Stores[3]	Bella Vista, AR Conway, AR Magnolia, AR Cedar Rapids, IA Ankeny, IA Roeland Park, KS Wichita, KS Dublin, OH	$35,438,702	$53,968,702	$18,530,000	56
11/2/2015	US Government Veterans Administration	Jacksonville, FL Greenville, NC	$135,912,074	$156,328,285	$20,416,211	21
12/1/2015	WG DST 2 – 9 Walgreens Stores[3]	Ft Wayne, IN Merryville, IN Creve Coeur, MO Kirkwood, MO St. Peters, MO Knoxville, TN Lafayette, TN Memphis, TN	$43,139,962	$65,809,962	$22,670,000	68
3/2/2016	Verizon Wireless - Headquarters	Basking Ridge, NJ	$651,168,928	$750,627,007	$99,458,079	191
3/8/2016	US Government – Veterans Administration[4]	Birmingham, AL	$63,945,878	$73,824,861	$9,878,983	16
5/4/2016	WG DST 3 – 8 Walgreens Stores[3]	Louisville, KY Blue Springs, MO Carthage, MO Webster Groves, MO Milwaukee, WI Racine, WI	$34,287,252	$52,217,252	$17,930,000	70
8/24/2016	WG DST 4 – 8 Walgreens Stores[3]	Alabaster, AL Bryant, AR Collierville, TN	$33,247,566	$51,262,566	$18,015,000	60

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Date of First Sale	Tenant[1]	Location	Loan Amount	Property Value[7]	Equity Requirement	# Investors
		Knoxville, TN Madison, TN Memphis, TN Milwaukee, WI Wauwatosa, WI				
10/31/2016	WG DST 5 – 8 Walgreens Stores[3]	Saint Joseph, MI Vicksburg, MS Billings, MT Tulsa, OK Yukon, OK Mitchell, SD Watertown, SD Summersville, WV	$33,963,675	$51,833,675	$17,870,000	55
2/14/2019	Amazon Sortation Facility	Romulus, MI	$136,295,451	$157,112,912	$20,817,461	52
8/20/2019	Amazon Sortation Facility	Randall, OH	$186,622,936	$215,127,304	$28,504,368	42
11/15/2019	Amazon Sortation Facility	Euclid, OH	$170,508,733	$196,551,854	$26,043,121	29
5/1/2020	Amazon Sortation Facility	Grand Rapids, MI	$173,423,671	$199,912,013	$26,488,342	29
2/1/2021	Amazon Sortation Facility	Garner, NC	$255,526,663	$294,555,231	$39,028,568	73
3/15/2021	Amazon Sortation Facility	Oklahoma City, OK	$211,203,179	$240,687,383	$29,484,204	38
6/1/2021	Amazon Sortation Facility	Oak Creek, WI	$280,051,095	$322,825,470	$42,774,375	69
6/15/2021	Amazon Sortation Facility	Tulsa, OK	$221,841,946	$255,725,586	$33,883,640	52
7/1/2021	US Government – Veterans Administration	Birmingham, AL	$103,000,000	$118,731,988	$15,731,988	13
11/15/2021	US Government – GSA Social Security Administration	Baltimore, MD	$265,985,000	$306,610,951	$40,625,951	50
3/28/2022	US Government – GSA Federal Bureau of Investigation & National Archives	Portland, OR Brooklyn Center, MN Sycamore, OH St. Louis, MO	$346,125,000	$499,965,000	$153,840,000	263
4/12/2022	Amazon Sortation Facility	El Paso, TX	$292,410,204	$337,072,280	$44,662,076	50
6/8/2022	US Government – GSA Social Security Administration	Birmingham, AL	$184,900,000	$296,338,114	$111,338,114	268
9.27.2022	NLCA DG Investment Grade Portfolio 1 DST	Altamont, MO Britt, IA Bruner, MO Caspian, MI Findlay, IL Frisco City, AL Hoopeston, IL Hutsonville, IL	$0	$39,365,399	$39,365,399	93

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Date of First Sale	Tenant[1]	Location	Loan Amount	Property Value[7]	Equity Requirement	# Investors
		McLeansboro, IL Oregon, MO Perkins, MI Presque Isle, MI Rock Port, MO Roscommon, MI Russellville, AL Sagola, MI South Range, MI Troy, AL Union Grove, AL Washburn, MO				
10/31/2022	US Government – Veterans Administration Outpatient Clinic	Las Vegas, NV	$27,165,000	$38,720,556	$11,555,556	23
12/28/2022	US Government - U.S. Citizenship and Immigration Services Headquarters	Camp Springs, MD	$41,000,000	$184,410,818	$140,410,818	299
2/12/2023	Amazon Sortation Facilities	Detroit, MI Richmond, VA Louisville, TN	$696,383,443	$812,108,972	$115,725,528	324
10/17/2024	Amazon Sortation Facility	Boston, MA	$501,544,313	$591,792,700	$90,248,387	273
11/8/2024	US Government – Veterans & U.S. Citizenship and Immigration Services Headquarters	Winston-Salem, NC Camp Springs, MD	$227,745,000	$402,397,396	$174,652,396	Current Offering
12/23/2024	Federal Express Air Cargo Facility	Romulus, MI	$321,467,994	$379,313,267	$57,845,273	142
2/20/2025	US Government – Veterans Administration Outpatient Clinic	Oceanside, CA	$86,885,000	$102,519,174	$15,634,174	Current Offering
10/15/2025	AmeriHealth Building	Tinicum Township, PA	$123,291,708	$145,476,931	$22,185,233	47
1/22/2026	US Government – Veterans Administration Outpatient Clinic	Garner, NC	$140,800,032	$167,619,086	$26,819,054	Current Offering
	TOTAL		$6,842,653,582	$8,480,732,231	$1,634,978,658	2,532

(1) All of the offerings exhibited in the table, except for WG DST1-WG DST5, the US Government GSA FBI/National Archive portfolio, US Government GSA Social Security Administration in Birmingham, NLCA DG Investment Grade Portfolio 1 DST, NLCA VA LV NW DST (Las Vegas, NV U.S. Veterans Administration Outpatient Clinic), and US Government - U.S. Citizenship and Immigration Services Headquarters are highly levered, zero cash flow transactions and thus returns are not applicable during the term of the program. There may be proceeds from sales or releasing upon disposition which will be calculated at then market rates.

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(2) Sun Microsystems is the only transaction that has reached lease maturity. An Affiliate of the Sponsor was able to re-tenant the property with eBay upon lease expiration in May 2013 and refinance the debt, returning approximately $1mm to investors and generating approximately $1mm in annual cash flow. The property was sold in August of 2018 yielding an Equity Multiple of 3.97x. The historical return on this transaction is presented merely for illustrative purposes. The returns to the Purchase could materially vary.

(3) WG DST1, WG DST2, WG DST3, WG DST4 and WG DST5 were a combined effort between Net Lease Capital Advisors, Cantor Fitzgerald, L.P. and an Affiliate of Mesirow Financial. In the time since they were first offered, WG DST1, WG DST2, WG DST3, WG DST4 and WG DST5 are performing as forecasted.

(4) The original VA Birmingham DST was owned by a single ownership group. One of the members of the group passed away in 2020. The property was purchased by Net Lease Capital Advisors in March of 2021. Investors realized an Equity Multiple of 1.104x.

(5) US Government – GSA Federal Bureau of Investigation & National Archives was sold in October 2021. Investors realized an Equity Multiple of 1.597x.

(6) US Government – GSA Social Security in Birmingham, AL was sold in December 2021. Investors realized an Equity Multiple of 2.643x.

(7) All in price: Total Equity required plus Total Debt amount.

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SUMMARY OF THE TRUST AGREEMENTS

General. The rights and obligations of the Beneficial Owners will be governed by the Master Trust Agreement (attached hereto as Exhibit B). The Trust will hold 100% of the beneficial interests in the Property Trust. The Trustee will be the trustee of both the Trust and the Property Trust. Each prospective Purchaser should review the entire Master Trust Agreement and Property Trust Agreement before investing. The following is a summary of some of the significant provisions of the Master Trust Agreement, Property Trust Agreement, and the Limited Liability Company Operating Agreements which may become applicable if there is a "Transfer Distribution," discussed below. It is qualified in its entirety by reference to the full text of the agreements.

Summary of Certain Provisions of the Master Trust Agreement and Property Trust Agreement

Beneficial Owners. The Beneficial Owners of the Trust will be the Purchasers who purchase Interests in the Trust. As of the date of this Memorandum, the Initial Beneficiary holds 79.30% of the total beneficial interests of the Trust. The Initial Beneficiary will sell the Interests to Accredited Investors, pursuant to this Offering. The Beneficial Owners will be the owners of economic interests in the Trust, including the rights to distributions of any net cash flow and net sales proceeds. The Trust is and will remain the sole beneficial owner of the Property Trust.

Term. The Trust will remain in effect until such time as all of the Property is sold, all of the beneficial interests in the Property Trust are sold in a single transaction, or a Transfer Distribution has occurred for the Property. The death, incapacity, dissolution, termination, or bankruptcy of any Beneficial Owner will not result in the termination or dissolution of the Trust.

The Trustee. NLC Financial Service HQ Trustee LLC is the Trustee of the Trust. The Trust and the Property Trust also have a "Resident Trustee" in order to comply with Delaware law, and the Property Trust permits the appointment of an "Independent Trustee" by the Trustee, if required under the terms of the Property Trust Agreement, in order to comply with the Loan documents. The Trustee has the exclusive power and authority to manage the investment activities and affairs of the Trust as permitted under the Master Trust Agreement. The Trustee has the primary responsibility for performing the administrative actions set forth in the Master Trust Agreement, including collecting distributions and making distributions. The Trustee has the sole power to determine when it is appropriate to sell or refinance the Property. The Trustee shall not have any liability to any Person except for its own willful misconduct, bad faith, fraud or gross negligence.

The Trustee may resign at any time by giving at least 60 days' prior written notice to the Resident Trustee, which resignation will be effective upon appointment of a successor. The Beneficial Owners will indemnify the Trustee for all actions taken on behalf of a Trust except for willful misconduct, bad faith, fraud, and gross negligence of the Trustee.

Limitations of Power of Trustee and the Trust. The Trust Agreements expressly prohibit the Trustee from taking a number of actions, including the following: (a) accepting future contributions to the Trust from any Beneficial Owner or new investors; (b) renegotiating the terms

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of the Loans or entering into new financing; (c) renegotiating the Lease or entering into new leases; (d) making modifications to the Property (other than normal repair and maintenance or minor non-structural modifications) unless required by law; (e) reinvesting the real estate proceeds of a sale; (f) investing liquid cash held in the Trust, between distribution dates, in long-term debt obligations (only short-term debt obligations); and (g) neglecting to distribute all cash, other than the necessary reserves, to Beneficial Owners.

As a result, the Trust may be required to effect a Transfer Distribution in order to take the actions necessary to preserve and protect the Property.

In addition, the Property Trust must be maintained as a "bankruptcy remote" single purpose entity.

Transfer of Interests. The right to transfer, assign, encumber or pledge an Interest is subject to compliance with certain requirements relating to the transferees, and requires the consent of the Trustee which may be withheld in its sole discretion. Any transferee shall take such Interest subject to the Master Trust Agreement. Each Beneficial Owner will be responsible for compliance with the Master Trust Agreement and applicable securities laws with respect to any sale of his, her or its Interest, and must indemnify the guarantor under applicable "carve out" guarantees of the Loans for any liabilities resulting from transfers of interests not in compliance with such requirements. In addition, certain transfers of the Interests may require notice to and/or consent of the Lenders. The Interests may only be transferred to accredited investors. Each actual and prospective Beneficial Owner shall execute and deliver to the Trustee such confidentiality agreements, in form and substance acceptable to the Trustee, for the benefit of the Trustee, the Trust, the Property Trust and/or the Tenant, if required, as determined by the Trustee, setting forth the terms and conditions for the use and disclosure by such actual or prospective Beneficial Owner of any confidential information regarding the Property, the Lease, the Tenant, the Loan documents, the Property Trust or the Trust, and no Beneficial Owner may use or disclose such confidential information, including disclosure to any actual or prospective transferee of any of the Interests of such Beneficial Owner, other than as permitted by and in compliance with the terms and conditions of such confidentiality agreements.

Distributions. It is not anticipated that there will be cash flow distributions during the initial term of the Lease. The Trustee will make monthly distributions of available cash, if any, to the Beneficial Owners, which distributions will be net of (i) any reimbursements to the Trustee for any fees or expenses paid by the Trustee on behalf of the Trust and (ii) any amounts as are necessary to pay anticipated ordinary current and future Trust expenses. The Trustee will invest reserves only in short-term obligations of the U.S. or any agency or instrumentality thereof and in certificates of deposit or interest-bearing or non-interest-bearing bank accounts of banks or trust companies. The Trustee will furnish annual reports to the Beneficial Owners pertaining to the receipts, distributions, and reserves of the Trust.

Termination of the Trust or Property Trust to Protect the Property. If the Trustee determines that the Property is in jeopardy of being lost or its value being substantially impaired and, because of the limits on the powers of the Trust, the Trustee is unable to properly respond to the situation, the Trustee may determine to terminate the Trust and the Property Trust. In such event, the Trust and the Property Trust will be converted to limited liability companies. See

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"Summary of Certain Provisions of the Limited Liability Company Agreement." The Trust termination and transfer to the limited liability company is referred to as a "Transfer Distribution." A Transfer Distribution may require the consent of the Lenders.

Sale of the Beneficial Interests in the Property Trust and/or the Property. The Trustee will, at any time after the earlier to occur of (a) a Termination Event (as defined in the Trust Agreement) or (b) the third anniversary of the effective date of the Trust Agreements, have the power to sell the beneficial interest in the Property Trust and/or the Property, if the Trustee has determined (in its sole discretion) that a sale of the beneficial interest in the Property Trust and/or the Property is appropriate. The Trustee shall be responsible for: (i) determining the fair market value of the Property; (ii) providing notice to the Resident Trustee that a sale of the Property is appropriate; (iii) conducting the sale of the Property; and (iv) after paying all amounts due to the Lender and other creditors, if any, distributing the balance of the proceeds, if any (net of any closing costs payable by the Trust), to the Beneficial Owners.

Summary of Certain Provisions of the Limited Liability Company Agreement

The following paragraphs contain a summary of some of the significant provisions of the Limited Liability Company Agreement to be entered into upon a Transfer Distribution. This form of Limited Liability Company Agreement will be used for all limited liability company interests which are distributed to the Beneficial Owners, either in connection with a Transfer Distribution in liquidation of the Trust, or a Transfer Distribution of interests in the Property from the Property Trust. A form of the Limited Liability Company Agreement is attached to the Master Trust Agreement. A prospective Purchaser should carefully review the Limited Liability Company Agreement before subscribing for Interests.

Management. As set forth in the Master Trust Agreement, the Trustee will become the manager (the "Manager") of the Limited Liability Company upon a Transfer Distribution. Under the Limited Liability Company Agreement, the Manager will have total discretion in the management of the business and dealings of the Limited Liability Company and will have complete power to handle all things necessary or incident to the management and conduct of the Limited Liability Company's business.

Limited Liability. Members will not be personally liable for any of the debts or losses of the Limited Liability Company.

Transfer of Limited Liability Company Interests. No transfer of membership interests in the Limited Liability Company may be made without the consent of the Manager, not to be unreasonably withheld. In addition, certain other requirements must be satisfied including obtaining any required Lender consents. In addition, the transferor must indemnify the guarantor under applicable "carve out" guarantees of the Loans for any liabilities resulting from transfers of interests not in compliance with the requirements of the Limited Liability Company Agreement.

Books and Records. The Limited Liability Company Agreement will require the Limited Liability Company to, promptly after the close of each year, provide the members with the information needed to file their federal, state and local income tax returns.

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Indemnification and Exoneration. The Limited Liability Company shall indemnify the Manager, in its individual capacity, from and against, any and all liabilities, obligations, losses, damages, taxes, claims, actions, suits, costs, expenses and disbursements, including reasonable legal fees and expenses which may be imposed on, incurred by or asserted at any time against it, in its individual capacity except for liabilities arising from the gross negligence or willful misconduct of the Manager.

Distributions. After payment of all expenses and liabilities of the Limited Liability Company, amounts owed to third parties and establishment of reasonable reserves, the Limited Liability Company will make distributions in accordance with each member's Percentage Interest (as defined in the Limited Liability Company Agreement).

Amendments. The Manager may make amendments to the Limited Liability Company Agreement that do not affect the rights of the members of the Limited Liability Company in any material respect. Except for amendments to the Limited Liability Company Agreement to correct scrivener's errors, to clarify ambiguities in the Limited Liability Company Agreement as determined by the Manager or as reasonably necessary or advisable, or to comply with any new securities and/or tax laws or regulations, or any modifications thereto, which may be may be amended by the Manager without the consent or approval of any member, all other amendments to the Limited Liability Company Agreement shall require the consent of the members by a majority vote, provided that no amendment which adversely affects one or more specific members may be made without the consent of the affected member(s).

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THE PROPERTY

The Property is a 20-story office building and structured parking garage leased by The Huntington National Bank. Completed in 2023, the 421,481-square foot property is situated on approximately 0.51 acres of land in downtown Detroit, Michigan. The Property is used as administrative offices housing the headquarters of Huntington Bancshares and for parking incidental thereto.

SITE DESCRIPTION

Address:	2025 Woodward Avenue, Detroit, Michigan 48226
Location:	The Property is located in downtown Detroit, Michigan
Accessibility:	The Property has direct access to Woodward Avenue and West Elizabeth Street (each a public right of way)
Topography:	Level and at street grade
Site Area:	The total site of land contains 0.51 acres (approximately 22,206 square feet) of land
Surplus Land:	The subject property does not contain excess land
Zoning:	"B5" Major Business District
Shape:	The property is rectangular in shape
Utilities:	The Property's utilities are typical and adequate for the market area. All utilities are available to the site.
Site Improvements:	The Property site improvements cover the entirety of the parcel.
Flood Zone:	Flood Zone X (Low flood risk)

BUILDING INFORMATION

General Information

Number of Buildings:	1
Year Built:	2023

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Construction Detail

Foundation:	Concrete foundation system consisting of caissons and spread footings.
Exterior Walls:	Curtain wall glass panels, perforated metal panels providing ventilation for the structured parking garage, exterior stone cladding, and precast concrete wall panels.
Roof Type/Cover:	Low-slope, single-ply thermoplastic membrane roof system. Roof-mounted equipment consists of rooftop deck, penthouse, mechanical equipment rooms, mechanical equipment, green roof, cooling tower, and HVAC equipment.

Interior Detail

Interior Layout:	20 stories
Floor Cover:	A variety of floor coverings including carpet, terrazzo, and exposed concrete slab.
Interior Walls:	Painted gypsum board, wallpaper on gypsum board, and wooden paneling.
Ceilings:	Variety of textured and painted gypsum board, suspended acoustic tiles, and exposed structure.
Lighting:	LED lighting
Sprinkler:	Wet-pipe automatic sprinkler system for office and parking levels, dry-pipe automatic sprinkler system for stairwells and roof areas.

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SUMMARY OF THE LEASE

This summary of the principal terms of the Lease are not intended to be complete and is qualified in its entirety by the terms of the Lease, which will be made available upon request.

Lease Terms Summary

Parties. The Property Trust, as landlord, and the Tenant, as tenant.

Term. An initial term (the "Initial Term") of approximately twenty-two and one-half (22.5) years, commencing on January 1, 2022 (the "Commencement Date") and ending on June 30, 2044. Tenant acknowledged substantial completion of the entire Property and accepted possession on July 21, 2022.

Renewal Options. Tenant has four (4) successive seven (7)-year renewal options (each, a "Renewal Term"; and the Initial Term, together with the Renewal Terms to the extent exercised, collectively, the "Term") (provided Tenant is not in default at the time of exercise), exercisable by written notice delivered to the Property Trust not less than 14 months prior to the expiration of the applicable term.

Rent. Tenant pays monthly "Fixed Rent" in equal monthly installments, in advance, on the first day of each calendar month, in the amounts set forth in the chart below. During any exercised renewal term, Tenant pays as annual Fixed Rent an amount equal to 95% of the fair market rental value of the Property, which amount is determined as set forth on Exhibit A of the Lease.

Year	Annual Office Rent	Annual Retail Rent	Annual Parking Rent	Total Annual Rent	Total Monthly Rent
1	$ 6,977,950.00	$ 190,050.00	$ 1,119,600.00	$ 8,287,600.00	$ 690,633.33
2	$ 7,117,509.00	$ 193,851.00	$ 1,141,992.00	$ 8,453,352.00	$ 704,446.00
3	$ 7,259,859.18	$ 197,728.02	$ 1,164,831.84	$ 8,622,419.04	$ 718,534.92
4	$ 7,405,056.36	$ 201,682.58	$ 1,188,128.48	$ 8,794,867.42	$ 732,905.62
5	$ 7,553,157.49	$ 205,716.23	$ 1,211,891.05	$ 8,970,764.77	$ 747,563.73
6	$ 7,704,220.64	$ 209,830.56	$ 1,236,128.87	$ 9,150,180.06	$ 762,515.01
7	$ 7,858,305.05	$ 214,027.17	$ 1,260,851.44	$ 9,333,183.67	$ 777,765.31
8	$ 8,015,471.15	$ 218,307.71	$ 1,286,068.47	$ 9,519,847.34	$ 793,320.61
9	$ 8,175,780.58	$ 222,673.87	$ 1,311,789.84	$ 9,710,244.29	$ 809,187.02
10	$ 8,339,296.19	$ 227,127.34	$ 1,338,025.64	$ 9,904,449.17	$ 825,370.76
11	$ 8,506,082.11	$ 231,669.89	$ 1,364,786.15	$ 10,102,538.16	$ 841,878.18
12	$ 8,676,203.76	$ 236,303.29	$ 1,392,081.88	$ 10,304,588.92	$ 858,715.74
13	$ 8,754,489.74	$ 241,029.35	$ 1,419,923.51	$ 10,415,442.60	$ 867,953.55
14	$ 8,931,484.29	$ 245,849.94	$ 1,448,321.98	$ 10,625,656.22	$ 885,471.35
15	$ 9,112,018.74	$ 250,766.94	$ 1,477,288.42	$ 10,840,074.10	$ 903,339.51
16	$ 9,296,163.88	$ 255,782.28	$ 1,506,834.19	$ 11,058,780.35	$ 921,565.03
17	$ 9,483,991.92	$ 260,897.92	$ 1,536,970.88	$ 11,281,860.71	$ 940,155.06
18	$ 9,675,576.52	$ 266,115.88	$ 1,567,710.29	$ 11,509,402.69	$ 959,116.89
19	$ 9,870,992.81	$ 271,438.20	$ 1,599,064.50	$ 11,741,495.51	$ 978,457.96
20	$ 10,070,317.43	$ 276,866.96	$ 1,631,045.79	$ 11,978,230.18	$ 998,185.85
21	$ 10,273,628.54	$ 282,404.30	$ 1,663,666.70	$ 12,219,699.54	$ 1,018,308.30
22	$ 10,481,005.87	$ 288,052.39	$ 1,696,940.04	$ 12,465,998.30	$ 1,038,833.19
23*	$ 5,346,265.37	$ 146,906.72	$ 865,439.42	$ 6,358,611.51	$ 1,059,768.59

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Additional Rent. Tenant pays as Additional Rent (collectively with Fixed Rent, "Rent") all (i) Property Taxes and (ii) all Other Taxes (each as defined in the Lease), in each case prior to the assessment of any interest or penalty for late payment and directly to the appropriate taxing authorities.

Net Lease. It is the intention of the Property Trust and Tenant that the Fixed Rent payable during the entire Term shall be absolutely net of all costs and expenses incurred in connection with the management, operation, maintenance and repair of the Property in accordance with the Lease. In order that such Fixed Rent shall be absolutely net to the Property Trust, except to the extent arising out of the gross negligence or willful misconduct of the Property Trust or the Property Trust's breach of the Lease or as otherwise expressly provided in the Lease, Tenant shall pay when due, and save the Property Trust harmless from and against, any and all costs, charges and expenses attributable to the Property and allocable to the Term.

Maintenance. Tenant is required, at its expense, to keep the Property in good order and condition at all times. Tenant shall promptly and adequately repair the Property and all its component parts, and replace or repair all damaged or broken fixtures (including Tenant's Trade Fixtures (as defined in the Lease)) and appurtenances. In addition, Tenant shall timely and properly maintain and repair all components of the Property, to the extent necessary in the Property Trust's reasonable judgment so as to preserve the effectiveness of any warranty relating thereto. The Lease also provides for annual inspections at the Property Trust's request and requires Tenant to remove obsolete component and replace it with components of comparable value and function.

Alterations. Tenant may make alterations, additions or improvements without the Property Trust's consent only if (i) such alterations, additions or improvements will be in compliance with all applicable laws; (ii) such alterations, additions or improvements will not reduce the fair market value of the Property, considered as unencumbered by the Lease, or reduce the useful life of the Building or materially adversely change the Building; (iii) such alterations, additions or improvements will not adversely affect in any way the structural, exterior or roof elements of the Property, or mechanical, electrical, plumbing, utility or life safety systems of the Property and (iv) such alterations are reasonably estimated to have a cost (with respect to any particular project) of less than $5,000,000. Tenant shall not install any underground storage tank. The process by which Tenant may request the Property Trust's consent for alterations is set forth more particularly in Section 22(b) of the Lease. All alterations, additions, fixtures and improvements, whether temporary or permanent in character, made in or to the Property by Tenant, shall become part of the Property and the Property Trust's property. Termination of the Lease shall not affect the obligations of Tenant to be performed after such termination. Under no circumstances shall Tenant be required to remove any Tenant improvements, alterations, additions or other improvements to the Property made by Tenant.

Services/Utilities. Beginning on the Commencement Date, Tenant shall at its sole cost and expense supply the Property with electricity, heating, ventilating and air conditioning, water, natural gas, lighting, replacement for all lights, restroom supplies, telephone and internet service, window washing, janitor and disposal services (including hazardous waste disposal, if applicable), and such other services as Tenant determines to furnish to the Property. The Property Trust shall not be liable for interruption of any such services unless caused by the gross negligence or willful misconduct of the Property Trust. No such interruption shall constitute a constructive or other

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eviction. Tenant shall pay the full cost of all of the foregoing services and all other utilities and services supplied to the Property.

Use. Tenant may use and occupy the Property for any use that does not violate applicable laws or the Permitted Encumbrances affecting the Property (as more particularly set forth in the Lease). Tenant may construct (i) a fitness center; (ii) auditorium, hospitality café, and/or cafeteria for the use of Tenant and its invitees (but not for public use) or (iii) interior connecting stairways, all to the extent permitted under applicable laws and at no cost to the Property Trust. Tenant shall not use the Property in any way that would violate the certificate of occupancy or cause structural injury to the Property, or in any way that would impair the Property Trust's title to the Property.

Assignment and Subletting. Tenant may (i) sublease the Property or any portion thereof without the Property Trust's consent provided that the subtenant is appropriate for a Class A office building and will not denigrate the reputation or value of the Building, or (ii) assign the Lease to an affiliate of Tenant or Guarantor or to a purchaser (by merger or otherwise) of all or a substantial portion of the business operations of Tenant or Guarantor without the Property Trust's consent, or (iii) assign the Lease to any other party with the Property Trust's consent, not to be unreasonably withheld. Any such assignee must expressly assume all obligations of Tenant under the Lease in an instrument delivered to the Property Trust at the time of such assignment.

In no event may Tenant sublease or assign the Lease to a tax-exempt entity if such assignment or sublease has a material adverse effect on the tax treatment of the Property Trust's ownership of the Property.

In the event of a merger, the successor Tenant shall enter into an assumption of the Lease in form and substance reasonably satisfactory to the Property Trust.

Casualty. Following a fire or other casualty, (i) Tenant shall diligently repair damage and restore the Property to substantially the same or better condition as existed before the occurrence of such fire or other casualty, using materials of the same or better grade than that of the materials being replaced, and (ii) such repairs and replacement shall be done in accordance with Sections 9 and 22 of the Lease and the Lease shall remain in full force and effect. Tenant shall obtain all permits for such work at its own expense. In no event shall Fixed Rent or Additional Rent abate, nor shall the Lease terminate by reason of such damage or destruction.

Provided that no Event of Default has occurred and is continuing and provided Tenant has (i) delivered to the Property Trust plans and specifications and a budget for such repair and restoration (all of which the Property Trust shall have approved in its reasonable judgment) and (ii) deposited with the Property Trust or a trustee (in the event the estimated cost of reconstruction exceeds $1 million) the sum equal to the excess, if any, of the total cost set forth in such approved budget over the amount of insurance proceeds received on account of such casualty, then the Property Trust shall make available to Tenant all insurance proceeds actually received by the Property Trust, if any, and not paid over to the trustee on account of such casualty, for application to the costs of such approved repair and restoration, pursuant to the Lease.

The Property Trust agrees that throughout the Term the security instrument encumbering the Property will provide that the insurance proceeds relating to a casualty will be made available

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to Tenant and that the Property Trust's lender will release such proceeds to Tenant in accordance herewith as a condition to Tenant's restoration obligation.

Condemnation.

Condemnation Resulting in Lease Termination: If all of the Property should be taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking" or "Taken"), or if any part of the Property should be Taken and, after giving effect to restoration, the partial Taking would prevent or materially interfere with Tenant's access to or use of the Property, then Tenant may, not later than ninety (90) days after such Taking, give written notice to the Property Trust of such determination, in which case the Lease shall terminate on the date set forth in such notice (which date shall not be earlier than thirty (30) days after the date of such notice) and Rent shall be apportioned as of said date.

Other Condemnation: If part of the Property shall be Taken, and the Lease is not terminated as provided above, Tenant shall promptly, at its sole cost and expense, restore and reconstruct the Property, and the Rent payable shall not be reduced or abated.

Award: If any Taking occurs, then the Property Trust shall receive the entire award or other compensation for the Property (including, without limitation, the Land and the Building), and except as provided in the next succeeding sentence, Tenant has no right to receive any award for its interest in the Lease or for loss of leasehold, and Tenant expressly waives and assigns to the Property Trust any interest of Tenant in any damages, awards, compensation or payments to the extent constituting compensation for a Taking of any real property interests (including, without limitation, Tenant's leasehold interest) (the "Real Property Award"), provided that, if the Lease has not been terminated as a result of such Taking, the Property Trust shall reimburse Tenant for the costs incurred by Tenant for the restoration of the Property up to the amount of the Real Property Award received by the Property Trust, net of any reasonable expenses incurred by the Property Trust in connection therewith.

In addition, if following a partial Taking where the Lease remains in effect, if the Real Property Award exceeds any reimbursement to Tenant for costs of restoration and the reasonable expenses of the Property Trust with the result that the Property Trust retains a portion of the Real Property Award in excess of $100,000, the annual Fixed Rent for each full calendar year thereafter until the end of the Initial Term will be reduced by six percent (6%) of the amount of the Real Property Award so retained by the Property Trust.

Temporary Taking: In the event of a temporary condemnation, the Lease shall remain in full force and effect and Tenant shall be entitled to the award allocable to such temporary condemnation; except that such portion of the award allocable to the time period after the expiration or termination of the Term shall be paid to the Property Trust.

Events of Default. Events of Default include Tenant's failure to pay rent within five (5) days following written notice, in the case of Fixed Rent, or within ten (10) days following written notice, in the case of Additional Rent (provided that, with respect to Fixed Rent, not more than two such written notices will be required in any calendar year and any additional late payment

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within such calendar year shall be an immediate Event of Default), breach of covenants not cured within applicable time periods, bankruptcy events and Tenant's failure to maintain insurance as required by the Lease.

Property Trust's Termination Rights. If a Tenant default occurs beyond any applicable notice and cure period, the Property Trust may terminate the Lease and the Term.

Tenant Termination Rights. Tenant may only terminate the Lease in the event of certain condemnations (see "Condemnation" above). Tenant may not terminate the Lease by reason of casualties.

Financial Reporting. So long as neither Tenant nor Guarantor is a public company or otherwise provides open and free access to its financial statements to the general public, Tenant must deliver the following to the Property Trust and any holder of a mortgage securing a loan encumbered by the Property Trust's interest in the Property or any part thereof (a "Mortgagee"), and Guarantor must deliver the following to the Property Trust.

Tenant:

1. Within 180 days after the end of Tenant's fiscal year, (i) an audited balance sheet of Tenant or Guarantor and its consolidated subsidiaries, if any, at the end of such year, (ii) an audited statement of profits and losses of Tenant or Guarantor and its consolidated subsidiaries for such year, and (iii) an audited statement of cash flows of Tenant or Guarantor and its consolidated subsidiaries, if any, setting forth in each case, in comparative form, the corresponding figures for the preceding fiscal year in reasonable detail and scope and certified by independent certified public accountants of recognized international standing selected by Tenant or Guarantor; and

2. Within 45 days after the end of each of the first three (3) fiscal quarters of Tenant or Guarantor (i) a balance sheet of Tenant or Guarantor and its consolidated subsidiaries at the end of such quarter, (ii) statements of profits and losses of Tenant or Guarantor and its consolidated subsidiaries for such quarter and (iii) a statement of cash flows of Tenant or Guarantor and its consolidated subsidiaries for such quarter, setting forth in each case, in comparative form, the corresponding figures for the similar quarter of the preceding year, in reasonable detail and scope, and certified to be true and complete by a financial officer of Tenant or Guarantor, as applicable having knowledge thereof; the foregoing financial statements all being prepared in accordance with generally accepted accounting principles consistently applied.

Guarantor:

1. Within 60 days after the end of each calendar quarter, a balance sheet of Guarantor and its consolidated subsidiaries as of the end of such quarter and statements of profits and losses of Guarantor and its consolidated subsidiaries for such quarter,

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setting forth in each case, in comparative form, the corresponding figures for the similar quarter of the preceding year, in reasonable detail and scope; and

2. Within one hundred twenty (120) days after the end of each fiscal year of Guarantor:

    a. a balance sheet of Guarantor and its consolidated subsidiaries as of the end of such year;

    b. a statement of profits and losses of Guarantor and its consolidated subsidiaries for such year; and

    c. a statement of cash flows of Guarantor and its consolidated subsidiaries for such year, setting forth in each of (a), (b) and (c) above, audited by independent certified public accountants of recognized national standing selected by Guarantor.

Environmental. Tenant shall (i) comply, and cause the Property to comply, with all Environmental Laws (as defined in the Lease) applicable to the Property (including the making of all submissions to governmental authorities required by Environmental Laws and the carrying out of any remediation program specified by such authority); (ii) prohibit the use of the Property for the manufacture, refinement, production, or processing of any Hazardous Material (as defined in the Lease) or for the generation, storage, handling, transfer or transportation of any Hazardous Material (other than in connection with the operation, business and maintenance of the Property and in commercially reasonable quantities as a consumer thereof and in compliance with Environmental Laws); (iii) not install or permit the installation on the Property of any surface impoundments, underground storage tanks, PCB-containing transformers or asbestos-containing materials without the Property Trust's prior written consent; and (iv) cause any alterations of the Property to be done in a way so as to not expose in an unsafe manner the persons working in or visiting the Property to Hazardous Materials, and in connection with any such alterations shall remove any Hazardous Materials present upon the Property which are not in compliance with Environmental Laws or which present a danger to persons working in or visiting the Property.

Insurance and Indemnity.

Insurance. Tenant shall keep in effect the following insurance:

1. $2,000,000 per occurrence for bodily or personal injury to, illness of, or death of persons and damage to property occurring in, on or about the Property, and such insurance shall name the Property Trust and its Mortgagee as additional insureds as their interests may appear. Tenant shall maintain excess or umbrella liability insurance in an amount not less than $25,000,000 written on an occurrence basis (i.e. not claims made basis) providing coverage limits in excess of the insurance limits required. Such insurance shall follow from the primary insurance and the aggregate and drop down in case of exhaustion of underlying limits and /or damages where insurable under applicable laws. Tenant shall, at Tenant's expense, be responsible for insuring Tenant's furniture, equipment, fixtures, computers, office

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machines and personal property. At the end of every year of the Lease Term, in the event that the foregoing requirements shall be below then current industry standards for Class A office buildings in the Detroit Metropolitan Area, Tenant shall, at the Property Trust's request, increase the requirement amount of liability insurance to such then prevailing industry standard, in which case the Property Trust and Tenant shall amend the Lease to reflect such required increased amount. If Tenant voluntarily carries any greater amount of liability insurance than required and applicable to the Property, such insurance shall name the Property Trust and its Mortgagee as additional insureds, as their interests may appear;

2. worker's compensation with statutory limits, and employment practices liability insurance in the amount $2,000,000 for each accident;

3. insurance against loss (including earthquake and flood) or damage to the Property by fire and all other risks of physical loss covered by insurance of the type now known as "all risk," with difference in conditions coverage, in an amount not less than the full replacement cost of the Property (as reasonably determined from time to time by the Property Trust and without deduction for depreciation), including the cost of debris removal and such endorsements as the Property Trust may reasonably require, including without limitation, insurance in amounts and against such other risks as the Mortgagee may reasonably require and against such risks as are customarily insured against by operators of similar properties in the area. Such insurance must include coverage for certified acts of terrorism, both domestic and foreign, so long as such coverage is commercially available and is being required by institutional mortgagees. Such terrorism coverage may be self-insured by Tenant so long as Tenant has a net worth (determined under generally accepted accounting principles) of $100,000,000 or more and either (A) the long term unsecured debt rating of the Tenant is either "BBB" or better by Standard & Poor's Financial Services LLC or "Baa2" or better by Moody's Investors Service, Inc. or (B) the Tenant is rated "NAIC-2" or better by the Securities Valuation Office of the National Association of Insurance Commissioners;

4. insurance for boilers and pressure vessels or equipment located on the Property in a minimum amount of $2,000,000 per occurrence;

5. business interruption insurance covering one (1) year of Fixed Rent and Additional Rent; and

6. such other insurance, in such amounts and against such risks, as is customarily maintained by owners and operators of similar properties, or is reasonably required by any Mortgagee.

Property Trust Indemnification Obligations: The Property Trust shall not be liable to Tenant for any damage to or loss or theft of any property or for any bodily or personal injury, illness or death of any person in, on or about the Property arising at any time on and after the Commencement Date and from any cause whatsoever, unless caused by the gross negligence or willful misconduct of the Property Trust or any of the partners, members, shareholders, agents,

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contractors, managers, directors, officers, employees or invitees or licensees of the Property Trust (the "Property Trust's Representatives").

Tenant Indemnification Obligations: Tenant shall pay and indemnify and defend the Property Trust, the Property Trust's Representatives and any Mortgagee against and hold the Property Trust and its representatives and any Mortgagee harmless from all claims, demands, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees and disbursements, arising during the Term on and after the Commencement Date and arising from or related to:

1. any use or occupancy of the Property;

2. any default in the performance of Tenant's obligations; or

3. any damage to any property (including property of employees and invitees of Tenant) or any bodily or personal injury, illness or death of any person (including employees and invitees of Tenant) from any cause whatsoever, occurring (A) in, on or about the Property or any part thereof or (B) occurring outside the Property when such damage, bodily or personal injury, illness or death is caused by willful misconduct or negligence of Tenant or Tenant's Representatives,

except, in the case of (1) through (3) above, to the extent caused by (x) the gross negligence or willful misconduct of the Property Trust or the Property Trust's Representatives, (y) the gross negligence or willful misconduct of any Mortgagee, or its agents, contractors, employees or invitees; or (z) any act or omission of the Property Trust, the Property Trust's Representatives or any Mortgagee or of its agents, contractors, employees or invitees, which results in a violation of or liability under an Environmental Law.

Hazardous Materials: Tenant shall protect, defend, indemnify and hold harmless the Property Trust for all damages arising out of the use, generation, storage, treatment, release, threatened release, discharge, spill, presence or disposal of Hazardous Materials.

Brokers: The Property Trust and Tenant will indemnify each other with respect to claims of brokers claiming to have been engaged by either of them.

Parking and Parking Sublease. The Lease grants Tenant exclusive use of 319 parking spaces in the Parking Garage. Pursuant to that certain Parking Space Sublease Agreement dated as of July 16, 2020 by and between TCF National Bank and 28 Associates LLC, a Michigan limited liability company ("Parking Tenant", and such agreement, the "Parking Sublease"), Tenant subleases up to sixty (60) parking spaces (the "Leased Spaces") within the Parking Garage to Parking Tenant, initially designated for areas on the 10th and 11th floors of the Parking Garage. Parking Tenant may reduce (but not increase) the number of leased spaces. The Parking Sublease is expressly subject and subordinate to the Lease. The term of the Parking Sublease commenced on the earlier of (i) the date on which Tenant had the ability to provide Parking Tenant with access to the Parking Garage following construction of the Parking Garage and "turnover" to Tenant by Landlord and (ii) January 1, 2022. The Parking Sublease term is coterminous with the Lease unless sooner terminated.

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The Parking Tenant shall use the Leased Spaces only for the parking of (a) passenger motor vehicles; (b) motorcycles; (c) small vans and (d) small trucks. Tenant may impose rules and regulations from time to time regarding the use of the Parking Garage.

The initial rent was $300/space, which rent increases annually in the amount of 2 percent of the prior year's monthly fee.

Tenant is responsible for all operating expenses with respect to the Parking Garage unless any such costs and expenses are occasioned by the negligence or intentional misconduct of Parking Tenant. Both Tenant and Parking Tenant are required to carry insurance and indemnify each other for certain matters, as set forth more particularly in the Parking Sublease.

Parking Tenant may not assign the Parking Sublease except to a purchaser of a fee simple interest in Parking Tenant's Property (located at 28 W. Adams, Detroit, Michigan 48226).

Guaranty. Huntington Bancshares Incorporated, a Maryland corporation, is the Guarantor under the Lease.

SUMMARY OF THE GUARANTY

Huntington Bancshares Incorporated, a Maryland corporation (successor by merger to TCF Financial Corporation, successor by merger to Chemical Financial Corporation) ("Guarantor") the parent corporation of Tenant, has executed a Guaranty Agreement dated as of May 31, 2019 (the "Guaranty") guaranteeing certain obligations of Tenant under the Lease.

Guaranteed Obligations. Guarantor guaranties (i) the full and prompt payment when due, whether by acceleration or otherwise, of all rent and all other sums, amounts and charges whatsoever payable by Tenant under the Lease, including without limitation, all costs of collection, reasonable attorneys' fees, court costs and other advances and extensions thereunder and (ii) the full, faithful and prompt performance and observance of all the covenants, terms, conditions and agreements contained in the Lease which are to be performed and observed by Tenant (collectively, "Guaranteed Obligations").

The Guaranteed Obligations include, without limitation, (x) any amendments, extensions, modifications, rearrangements and renewals of the Lease (and any of the aforementioned may be entered into by the Property Trust and Tenant without notice to or consent by Guarantor), (y) all interest, late payment fees and other amounts that have accrued under the Lease but for the commencement of a bankruptcy case and (z) the amount of any and all legal costs and any and all other costs and expenses whatsoever incurred by the Property Trust in or in respect of the enforcement of or recovery under the Guaranty and the Lease.

Term of the Guaranty. The Guaranty shall be continuing and irrevocable, and shall remain in full force and effect during the term of the Lease and thereafter so long as any Guaranteed Obligations remain due and payable even though the term of the Lease shall have expired or been sooner terminated.

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No Limitation on Liability. The Guarantor expressly waives any and all rights to defenses arising by reason of (a) any law which may prevent the Property Trust from bringing any action, including a claim for deficiency against Guarantor, before or after the Property Trust's commencement or completion of any action against Tenant; (b) any election of remedies by the Property Trust (including, without limitation, any termination of the Lease) which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Tenant for reimbursement; (c) any disability or other defense of Tenant, of any other guarantor, or of any other person, or by reason of the cessation of Tenant's liability from any cause whatsoever, other than full and final payment in legal tender of the Guaranteed Obligations; (d) any right to claim discharge of the Guaranteed Obligations on the basis of unjustified impairment of any collateral for the Guaranteed Obligations; (e) any change in the corporate relationship between Guarantor and Tenant or any termination of such relationship; (f) any irregularity, defect or unauthorized action by the Property Trust, Tenant or any other guarantor or surety or any of their respective officers, directors or other agents in executing and delivering any instruments or agreements relating to the Guaranteed Obligations or in carrying out or attempting to carry out the terms of any such agreements; (g) any receivership, insolvency, bankruptcy, reorganization or similar proceeding by or against Tenant, the Property Trust, Guarantor or any other surety or guarantor, including any discharge of obligations in such proceedings; (h) any setoff, counterclaim, recoupment, deduction, defense or other right which Guarantor may have against the Property Trust, Tenant or any other person for any reason whatsoever whether related to the Guaranteed Obligations or otherwise; (i) any assignment, endorsement or transfer, in whole or in part, of the Guaranteed Obligations, whether made with or without notice to or the consent of Guarantor; (j) if the recovery from Tenant or any other person or entity (including, without limitation, any other guarantor) becomes barred by any statute of limitations or is otherwise prevented; or (k) any neglect, delay, omission, failure or refusal of the Property Trust to take or prosecute any action for the collection of any of the Guaranteed Obligations or to foreclose or take or prosecute any action in connection with any lien or right of security (including perfection thereof) existing or to exist in connection with, or as security for, any of the Guaranteed Obligations, it being the intention of the Guarantee that Guarantor shall remain liable as a principal on the Guaranteed Obligations notwithstanding any act, omission or event which might, but for the provisions hereof, otherwise operate as a legal or equitable discharge of Guarantor.

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DESCRIPTION OF THE TENANT AND THE GUARANTOR

The Huntington National Bank, a national banking association (successor by merger to TCF National Bank, successor by merger to Chemical Bank) **("Tenant")**

The Tenant, Huntington National Bank, a national banking association located in Detroit Michigan is a wholly-owned subsidiary of Huntington Bancshares Incorporated, a Maryland corporation (successor by merger to TCF Financial Corporation, successor by merger to Chemical Financial Corporation) the "Guarantor" and the "Company" under the Lease

Huntington Bancshares Incorporated, a Maryland corporation (successor by merger to TCF Financial Corporation, successor by merger to Chemical Financial Corporation) **("Guarantor")**

Guarantor's principal executive offices are located at Huntington Center, HC0935, 41 South High Street, Columbus, OH 43297. Guarantor's long-term credit rating is Baa2 by Moody's Investor Services, Inc. and BBB by S&P.

Founded in 1866, Guarantor is a $225 billion asset regional bank holding company. The company and its affiliates provide consumers, small and middle-market businesses, corporations, municipalities and other organizations with a comprehensive suite of banking, payment, wealth management and risk management products and services. Guarantor operates more than 1,100 branches in 14 states, with certain businesses operating in extended geographies. Its operations are divided into two segments, a Consumer & Regional Banking segment and a Commercial Segment. The Consumer & Regional Banking segment serves consumer and business customers in such areas as deposit, lending, payment, mortgage banking, dealer financing and investment management services. The Commercial Banking segment serves clients through its banks, specialized capabilities and digital channels, offering a broad range of products. Guarantor focuses on mid-market and large corporate clients across its national footprint.

For further information, including SEC filings, visit www.huntington.com.

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ACQUISITION TERMS AND FINANCING

The statements under this section are summaries of some of the significant terms of the purchase of the Interests and the Loan Documents, and do not purport to be complete. The summaries are qualified in their entirety by reference to all of the full texts of the Loan Documents, which will be made available to prospective Purchasers for review upon request.

Acquisition Terms

On March 11, 2026, pursuant to a Contract of Sale by and among GPC Holdings DST, a Delaware statutory trust, and M-TCFM, LLC, a Delaware limited liability company, collectively as seller, and NLC Financial Service HQ Owner LLC, a Delaware limited liability company and an Affiliate of the Sponsor (the "Property LLC"), as purchaser (the "Purchase and Sale Agreement"), the Property LLC purchased the fee interest in the Property, resulting in the Initial Beneficiary indirectly owning 79.30% of the fee interest in the Property.

The purchase price consisted of cash in the amount of $23,741,815.39 (which amount includes $5,276,573.75 of proceeds from the Subordinated Loan (as hereinafter defined)) as well as the assumption of the Senior Mortgage having a then-outstanding principal balance of $131,898,974.39.

Under the Purchase and Sale Agreement, the former owners made customary representations and warranties to the purchaser and provided certain post-closing indemnifications in connection therewith. However, these indemnifications will expire twelve (12) months after the closing of the transaction (as specified in the Purchase and Sale Agreement) and cannot be relied upon from and after such date. A new owner's title insurance policy was obtained.

Financing Summary

This summary of the principal terms of the Loans is not intended to be complete and is qualified in its entirety by the terms of the Loans, which will be made available upon request. As of the date of this Memorandum, the outstanding principal amount of the Senior Loan was $131,898,974.39 and the outstanding principal amount of the Subordinated Loan was $11,784,000.00 resulting in total mortgage debt of $143,682,974.39. The following table sets forth the outstanding amounts of the Senior Loan and the Subordinated Loan, on the entire property as of the date of this Memorandum:

Senior Loan	Subordinated Loan	Total Loan Amount
$131,898,974.39	$11,784,000.00	$143,682,974.39

Senior Loan

The following is a summary of the principal business terms of the Senior Loan:

- Senior Lender: Wells Fargo Trust Company, National Association, as trustee
- Original Loan Amount: $141,514,837.60

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- Closing Date: August 28, 2019
- Outstanding Principal Amount $131,898,974.39
- Maker of Note and Borrower: Property Trust
- Interest Rate: 4.589%
- Maturity Date: June 10, 2044
- Payments: Tenth day of each month
- Balloon Payment at Maturity: $7,075,741.88
- Monthly Payments: Interest only until the Principal Amortization Start Date (January 10, 2022) and amortizing thereafter. See amortization schedule attached to the Senior Note (as hereinafter defined)

Senior Note. 4.589% Secured Note dated August 28, 2019 due on the Maturity Date in the maximum principal amount of $141,514,837.60 (the "Senior Note").

Security. The terms of the Senior Loan are set forth in, and secured by, that certain Mortgage dated as of August 28, 2019, as amended by that certain Amended and Restated First Amendment to Mortgage and Omnibus Amendment dated as of August 5, 2022 (collectively, the "Senior Mortgage"), creating a first mortgage on the Property, and an Assignment of Leases and Rents dated as of August 28, 2019, assigning the Lease to Senior Lender, and related documentation.

Prepayment. The Senior Note may be prepaid in full, but not in part, upon payment of a yield maintenance amount (the "Make-Whole Premium") (unless such prepayment occurs on or after the date that is one hundred eighty (180) days prior to the Maturity Date, in which case payment of such Make-Whole Premium shall not be required). In the event of a condemnation of all or a portion of the Property that results in a termination of the Lease, the Senior Note shall be prepaid in full not later than twenty (20) business days after such Lease termination, but without any Make-Whole Premium. In the event of a condemnation of a portion of the Property which does not result in a termination of the Lease, but which does result in a reduction of Rent (as defined in the Senior Mortgage) under the Lease, the Senior Note shall be prepaid in part by payment of the then-outstanding principal amount of the Real Property Award (as defined in the Lease) to the extent rightfully paid to the Property Trust, net of reasonable expenses and any amount the Property Trust is required to reimburse or pay to Tenant pursuant to Section 13 of the Lease, together with accrued interest thereon, but without any Make-Whole Premium, in accordance with the terms of the Senior Mortgage.

Covenants. The Senior Mortgage contains standard covenants of the Property Trust, including covenants relating to the Property (which for the most part are obligations of the Tenant

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under the Lease) and negative covenants requiring the Property Trust to be a "bankruptcy remote" single purpose entity.

Transfers. The Senior Mortgage prohibits a sale or encumbrance of the collateral for the Senior Loan or a transfer of the equity interests therein without the written consent of Senior Lender unless certain conditions are met. Transfers of beneficial interests in the Trust are not restricted so long as there is no change of control of the Property Trust.

Events of Default. Events of default under the Senior Mortgage are typical and include failure to pay amounts when due, subject to a 5 business day grace period, breach of covenants not cured within designated time periods, the occurrence of an event of default under the other loan documents or a default under the Lease, in each case beyond any applicable notice and cure period, an Escrow Shortfall (as defined in the Senior Mortgage) exists, misrepresentations, bankruptcy events, default under the Subordinated Mortgage (as hereinafter defined) resulting in an acceleration thereof, and the Lease or Guaranty ceases to be in full force and effect.

Financial Reporting. The Property Trust is required to provide annual financial statements to the Senior Lender, as well as copies of all financial statements and other material financial and operating information provided to the Property Trust by Tenant pursuant to the Lease.

Carve-Out Guaranty; Environmental Indemnity. NLCA Ventures LLC, an Affiliate of Trustee ("Indemnitor") provided a customary "bad boy" guaranty to Senior Lender guarantying payment of certain "recourse carveout" obligations typical to a non-recourse loan such as losses arising from misapplication of rents, security deposits and condemnation or insurance proceeds; fraud or misrepresentation; filing of a voluntary bankruptcy by the Property Trust and certain other matters, as well as full recourse for the filing a voluntary bankruptcy by the Property Trust or the Indemnitor, upon a sale or transfer in violation of the Senior Loan and in the event the Property Trust or Indemnitor raises any defense in any action by the Senior Lender exercising its right or remedies found to be in bad faith. A customary Hazardous Material Indemnity Agreement was also given by Indemnitor and Property Trust to the Senior Lender.

<u>Subordinated Loan</u>

The following is a summary of the principal business terms of the Subordinated Loan:

- Subordinated Lender: UMB Bank, N.A., as trustee
- Closing Date: March 11, 2026
- Subordinated Note (Series B-1 Note):
  - Initial Principal Balance: $7,887,000.00
  - Balloon at Maturity: $33,000,000.00
  - Outstanding Principal Amount $7,877,000.00
  - Interest Rate: 7.870%

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- Payments: to the Series B-1 Note — See amortization schedule attached

- Subordinated Note (Series B-2 Note):
  - Initial Principal Balance: $3,897,000.00
  - Balloon at Maturity: $27,500,000.00
  - Outstanding Principal Amount: $3,897,000.00
  - Interest Rate: 10.756%
  - Payments: to the Series B-2 Note — See amortization schedule attached

- Maker of Subordinated Notes and Borrower: Property Trust

- Maturity Date of Series B-1 Note and Series B-2 Note: June 10, 2044

Subordinated Notes. Series B-1 Note 7.870% and Series B-2 10.756% Subordinated Secured Notes, Due on the Maturity Date dated as of March 11, 2026 (the "Subordinated Notes").

Security. The terms of the Subordinated Loan are set forth in, and secured by, that certain Subordinated Mortgage dated as of March 11, 2026 (the "Subordinated Mortgage"), creating a second mortgage on the Property, a Subordinated Assignment of Leases and Rents dated as of March 11, 2026, assigning the Lease to Subordinated Lender, an Amended and Restated Non-Recourse Guaranty, Pledge and Security Agreement dated as of March 11, 2026 from the Trust, as pledgor, to Subordinated Lender, as pledgee, pertaining to the pledge and assignment of the beneficial interest in Property Trust, and related documentation.

Prepayment. The Subordinated Note may be prepaid in full, but not in part, upon payment of a yield maintenance amount (the "Subordinated Make-Whole Premium") (unless such prepayment occurs on or after the date that is ninety (90) days prior to the Maturity Date, in which case payment of such Subordinated Make-Whole Premium shall not be required). In the event of a condemnation of all or a portion of the Property that results in a termination of the Lease, the Subordinated Note shall be prepaid in full, but without any Subordinated Make-Whole Premium (with such prepayment in the event of a condemnation being at a price equal to one hundred one percent (101%) of the principal amount of the Subordinated Notes then outstanding plus accrued interest thereon to the date of such prepayment). In the event of a condemnation of a portion of the Property which does not result in a termination of the Lease, the Subordinated Notes shall be prepaid in part, but without any Subordinated Make-Whole Premium, in accordance with the terms of the Subordinated Mortgage.

Covenants. The Subordinated Mortgage contains standard covenants of the Property Trust, including covenants relating to the Property (which for the most part are obligations of the Tenant

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under the Lease) and negative covenants requiring the Property Trust to be a "bankruptcy remote" single purpose entity.

Transfers. The Subordinated Mortgage prohibits a sale or encumbrance of the collateral for the Subordinated Loan or a transfer of the equity interests therein without the written consent of the Subordinated Lender unless certain conditions are met. Transfers of beneficial interests in the Trust are not restricted.

Events of Default. Events of default under the Subordinated Mortgage are typical and include failure to pay amounts when due, subject to a 5 business day grace period, breach of covenants not cured within designated time periods, the occurrence of an "Event of Default" under the other loan documents or the Lease, misrepresentations, bankruptcy events, default under the Senior Mortgage resulting in an acceleration thereof, and the Lease or Guaranty ceases to be in full force and effect.

Financial Reporting. The Property Trust is required to provide annual financial statements to the Lender.

Carve-Out Guaranty; Environmental Indemnity. Indemnitor provided a customary "bad boy" guaranty to the Subordinated Lender guarantying payment of certain "recourse carveout" obligations typical to a non-recourse loan such as losses arising from misapplication of rents, security deposits and condemnation or insurance proceeds; fraud or misrepresentation; filing of a voluntary bankruptcy by the Property Trust and certain other matters, as well as full recourse for the filing a voluntary bankruptcy by the Property Trust or the Indemnitor, upon a sale or transfer in violation of the Subordinated Loan and in the event the Property Trust or Indemnitor raises any defense in any action by the Subordinated Lender exercising its right or remedies found to be in bad faith. A customary Hazardous Materials Indemnity Agreement was also given by Indemnitor and Property Trust to the Subordinated Lender.

Subordination. The Subordinated Loan is subordinate to the Senior Loan.

Condemnation Insurance Policy

The Senior Lender has obtained the benefit of an Eminent Domain Insurance Policy issued by Houston Casualty Company (the "Special Risk Policy"). The Special Risk Policy insures the Senior Lender against the risk that the proceeds from a condemnation of the Property which result in termination of the Lease are not sufficient to pay off the Senior Loan in full. In such event, there will be no condemnation proceeds available to be paid to the Property Trust.

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FEDERAL INCOME TAX CONSEQUENCES

You should not view the following analysis as a substitute for careful tax planning, particularly since the income tax consequences of an investment in an Interest are uncertain and complex. Also, the tax consequences will not be the same for all taxpayers. You should be aware that the following discussion necessarily condenses or eliminates many details that might adversely affect you significantly and does not address the tax issues that may be important to you if you are subject to special tax treatment such as a non-US or tax-exempt entity. Except where otherwise noted, this discussion does not discuss aspects of state and local taxation relating to an investment. Each prospective Purchaser should consult his, her, or its own tax advisor about the specific tax consequences before investing.

Certain aspects of the following summary of federal income tax consequences are the subject of an opinion from Kelley Drye & Warren LLP. The opinion is based on counsel's interpretation of the Code, Treasury Regulations promulgated thereunder, published rulings of the IRS and court decisions, as these existed at the time the opinion was rendered. An opinion of counsel only represents such counsel's best legal judgment and has no binding effect on the IRS or the courts. In addition, the opinion of counsel is based on certain factual representations and warranties from the Sponsor and the Initial Beneficiary that, if not true, may alter the conclusion of the opinion. Thus, no assurance can be given that the conclusions set forth in such opinion would be sustained by a court, if contested, or that legislative or administrative changes or court decisions will not be forthcoming that would significantly modify the statements and opinions expressed therein. Any such changes may or may not be retroactive with respect to transactions prior to the date of such changes.

On December 22, 2017, Congress enacted the Tax Cuts and Jobs Act (the "TCJA"), which made significant changes in tax law. The TCJA is subject to interpretation and will require clarification, but only limited guidance has been issued to date. In many instances, Congressional Committee Reports have been relied upon for the interpretation and application of many of these provisions. As discussed below, the TCJA amended Section 1031 by limiting like-kind exchange treatment to real property. It is possible that Congress could eliminate the like-kind exchange rules with respect to real property or with respect to the Interests.

The Sponsor has not sought, and does not intend to seek, a private letter ruling from the IRS or any other U.S. federal, state or local agency.

The discussion of the tax aspects contained in this Memorandum is based on the law presently in effect and certain proposed Treasury Regulations. Nonetheless, prospective Purchasers should be aware that new administrative, legislative or judicial action could significantly change the tax aspects associated with an Interest. There is uncertainty concerning certain of the tax aspects discussed herein, and there can be no assurance that some of the deductions claimed or positions taken by a Purchaser will not be challenged by the IRS. Purchasers might be faced with substantial legal and accounting costs in resisting a challenge by the IRS to the tax treatment of an investment in an Interest, even if the IRS's challenge proves unsuccessful.

There is uncertainty concerning certain tax aspects discussed herein, and there can be no assurance that the IRS may not challenge some of the deductions you may claim or positions you

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may take. Should the IRS challenge the tax treatment of an investment in an Interest, even if the challenge is unsuccessful, you could be faced with substantial legal and accounting costs in resisting the challenge.

You should not buy an Interest solely for the purpose of obtaining a tax shelter for income from other sources. An Interest is unlikely to provide any such tax shelter.

BEFORE BUYING AN INTEREST, YOU MUST REPRESENT AND WARRANT THAT YOU:

- Have independently obtained advice from your legal counsel and/or accountant about any tax-deferred exchange under Code Section 1031 and applicable state laws, including, without limitation, whether the acquisition of an Interest may qualify as part of a tax-deferred exchange, and you are relying on such advice;

- Understand that the Trust has not obtained a ruling from the IRS that an Interest will be treated as an undivided interest in real estate as opposed to a partnership;

- Understand that the tax consequences of an investment in an Interest, especially the treatment of the transaction under Code Section 1031 and the related "1031 Exchange" rules, are complex and vary with the facts and circumstances of each individual purchaser;

- Understand that the opinion of counsel is only counsel's view of the anticipated tax treatment and that there is no guaranty that the IRS will agree with such opinion; and

- Understand that there are substantial uncertainties regarding the treatment of an Interest as real estate for income tax purposes.

Nature of Interests

Classification of Trust. The Sponsor has attempted to structure the Offering of Interests so that Purchasers purchasing Interests will be treated for federal income tax purposes as acquiring interests in real estate and not as interests in a partnership. If the Interests were to be treated by the IRS or a court as interests in a partnership, then no Purchaser would be able to use its acquisition of Interests as part of a transaction to defer gain under Code Section 1031.

Availability of the Interests in the Trust to serve as replacement property in a Code Section 1031 Exchange is dependent on the conclusions that: (i) the Trust and the Property Trust should be treated as investment trusts described in Treasury Regulation Section 301.7701-4(c) that are classified as "trusts" under Treasury Regulation Section 301.7701-4(a); (ii) the Beneficial Owners should be treated as "grantors" of the Trust and the Property Trust; (iii) as "grantors," the Beneficial Owners should be treated as owning an undivided fractional interest in the Property for federal income tax purposes; and (iv) an Interest should not be treated as a "security" under Code Section 1031. A Purchaser who is acquiring an Interest pursuant to a Section 1031 Exchange must

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be aware that in order to qualify under Code Section 1031, the Interest must be treated as an interest in real property.

The Trust will obtain an opinion from counsel that for federal income tax purposes (i) after the effective date of the Master Trust Agreement, the Trust should be treated as an investment trust described in Treasury Regulations Section 301.7701-4(c)(1), that is classified as a "trust" for federal income tax purposes and (ii) the Beneficial Owners should be treated as owning an undivided beneficial interest in the Trust's assets, including the Property, in proportion to their interests for purposes of Code Section 1031.

The Trust has not received and will not request a private ruling from the IRS regarding the federal income tax classification of the Trust. There is always a risk that the IRS may not agree with such opinion. The opinion of counsel is predicated on all of the facts, conditions and assumptions set forth in the opinion and is not a guarantee of the current status of the law and should not be accepted as a guarantee that a court of law or an administrative agency will concur in the opinion. If any of the facts, conditions or assumptions set forth in the opinion prove incorrect, it is likely that the tax consequences would change. The issue on which counsel to the Trust issued the opinion to the Trust has not been definitely resolved by statutes, regulations, rulings or judicial opinions. In addition, the opinion issued to the Trust is a "should" opinion. A "should" opinion means that counsel believes that, if properly litigated by competent counsel, an Interest should be treated as an interest in the Trust's assets. Accordingly, no assurances can be given that the conclusions expressed in the opinion will be accepted by the IRS or any state taxing authority, or, if contested, would be sustained by a court, or that legislative changes or administrative pronouncements or court decisions may not be forthcoming that would significantly alter or modify the conclusions expressed herein. The opinion of counsel is not applicable as to any individual tax consequences of a Purchaser or the individual application of the Code Section 1031 rules to such Purchaser.

Rev. Rul. 2004-86 sets forth the limited circumstances under which a state law trust may be classified as an "investment trust" for federal income tax purposes rather than as a business entity taxable as a corporation or partnership. Rev. Rul. 2004-86 concludes that, because the beneficial owners of interests in an "investment trust" are "grantors" that are treated as directly owning an undivided fractional interest in the property held by the Trust, the exchange of real property by such beneficial holders for an interest in the "investment trust" is treated as an exchange of real property for an interest in the "investment trust's" property, rather than for a certificate of trust or beneficial interest under Code §1031(a)(2)(E).

As a grantor of the Trust a Beneficial Owner is required to take into account, in computing its income tax liability, its proportionate share of all items of income, gain, loss, deduction and credit attributable to the Trust. In addition, all property owned by the Trust will be deemed for federal income tax purposes to be owned by the grantors of the Trust in proportion to their ownership interests in the Trust.

The Trust has not received and will not request a private ruling from the IRS regarding the federal income tax classification of the Trust.

There is always a risk that the IRS may not agree with the conclusions stated above.

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The Trust has been structured to be substantially similar to the trust described in Rev. Rul. 2004-86. There are several possible distinctions, however, including: (i) the ongoing role of the Trustee of the Trust (but with powers limited to those permitted to be exercised by the Trust); (ii) the potential termination of the Trust as a result of a Transfer Distribution; (iii) the tiered structure of the Trust and the Property Trust; and (iv) providing the Trustee with discretion to cause a sale of the Property.

Potential Significant Tax Costs Could Result If Interests Are Deemed To Be Interests in a Partnership or Limited Liability Company. If the Purchasers were to be treated for tax purposes as purchasing interests in a partnership, the Purchasers who are purchasing their Interests as part of a Section 1031 Exchange would not qualify for deferral of gain under Code Section 1031, and each Purchaser who had relied on deferral of its gain from disposition of other interests in real property would immediately recognize such gain and be subject to federal income tax thereon. Moreover, since such determination would of necessity come after such Purchaser had purchased his, her or its Interest, such Purchaser would have no cash from the disposition of his, her or its original interests in real estate with which to pay the tax. Given the illiquid and long-term nature of its investment in the Interests, there would be no practical means of generating cash from an investment in the Interests to pay the tax. In such circumstances, a Purchaser would have to use funds from other sources to satisfy its tax liabilities.

Section 1031 Non-Recognition Treatment

Other Requirements of Code Section 1031. Code Section 1031 provides for non-recognition of gain or loss with respect to real property, but only if property held for use in a trade or business or for investment is exchanged for other property of like kind held for use in a trade or business or for investment. There are numerous requirements contained in the applicable provisions of the Code and Treasury Regulations concerning qualification for non-recognition under Code Section 1031. Each Purchaser will have to determine with such Purchaser's own tax advisors whether an exchange engaged in by the Purchaser satisfies the requirements of Code Section 1031.

Classification of Trust. The Sponsor will attempt to structure the Offering such that Purchasers purchasing Interests are treated for federal income tax purposes as acquiring interests in real property and not an interest in an entity. If the IRS or a court were to treat the Interests as interests in an entity, then no prospective Purchaser would be able to use its acquisition of Interests as part of an exchange under Code Section 1031.

In General. Code Section 1031(a)(1) provides that "no gain or loss shall be recognized on the exchange of property held for productive use in a trade or business or for investment if such property is exchanged solely for property of like kind which is to be held either for productive use in a trade or business or for investment." Thus, a determination has to be made as to whether a Purchaser will be treated as acquiring an interest in real property.

Trust Must be Recognized as a Separate Entity. The first determination that has to be made is whether the Trust will be treated as an entity that is separate from its owners for federal income tax purposes. Generally, when participants in a venture form a state law entity and avail

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themselves of the benefits of that entity for a valid business purpose, such as investment or profit, and not for tax avoidance, the entity will be recognized for federal tax purposes.

The initial determination is whether the Trust will be viewed as an entity. The IRS in the Revenue Ruling 2004-86 held that the DST was an entity that was recognized as separate from its owners. The IRS made this determination based on the fact that: (i) creditors of the beneficial owners of the DST could not assert claims directly against property owned by the DST; (ii) the DST could sue or be sued and the property held by the DST was subject to attachment and execution as if it were a corporation; (iii) the beneficial owners of the DST were entitled to the same limitation on personal liability because of actions of the DST that is extended to stockholders of Delaware corporations; (iv) the DST could merge or consolidate with or into one or more statutory entities or other business entities; and (v) the DST was formed for investment purposes. The foregoing limitations also apply to the Trust. Thus, based on the above, the Trust should be recognized as a separate entity.

The next determination that must be made is whether the Trust will be viewed as an agent of the Purchasers. Whether a trust or its trustee is an agent of a trust's beneficial owners depends upon the agreement between the parties. An entity that is formed to act as a mere agent of its owners will not be treated as an entity that is separate from its owners for federal income tax purposes.

The Supreme Court in *Commissioner v. Bollinger*, 485 U.S. 340 (1988), held that the owners of a corporation were the owners of the property and the corporation was an agent for the owners. The corporation agreed to hold title to the property as the owners' nominee and agent solely to secure financing, agreed that the owners had sole control and responsibility for the property, and agreed that the owners were the principal and owner of the property during its financing, construction, and operation.

The IRS concluded in Revenue Ruling 92-105, 1992-2 C.B. 204 that an interest in an Illinois land trust constituted real property and the trust was not treated as a separate entity for federal income tax purposes. The taxpayer in Revenue Ruling 92-105, 1992-2 C.B. 204 created an Illinois land trust, was named the beneficiary and named a domestic corporation as trustee. The taxpayer transferred legal and equitable title to certain real property to the trust subject to the provisions of an accompanying land trust agreement. Under the land trust agreement, the taxpayer (i) retained exclusive control of the management, operation, rental and sale of the real property, together with an exclusive right to the earnings and proceeds from the real property and (ii) was required to file all tax returns, pay all taxes, and satisfy any other liabilities with respect to the real property. Because the trustee's only responsibility was to hold and transfer title to the property at the direction of the beneficiary, and because the beneficiary retained the direct obligation to pay liabilities and taxes related to the property, the right to manage and control the property, as well as any liability with respect to the property, the IRS concluded that a trust was not established.

The Trust should not be viewed merely as an agent of the Purchasers because, unlike the trusts in *Bollinger* and Revenue Ruling 92-105, 1992-2 C.B. 204, the Purchasers have no right or power to direct the actions of the Trust, the Trustee or the Tenant in connection with the management or operation of the Trust or the Property. Specifically, the Purchasers have no right or power to contribute additional assets to the Trust, cause the Trust to negotiate or re-negotiate

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Loans or the Lease, or cause the Trust to re-invest the proceeds of a sale of its assets. The Master Trust Agreement provides that the Trust's sole purpose is to acquire and dispose of the Property. These provisions evidence an intent that the Trust will engage in activities on its own behalf rather than as an agent of the Purchasers. Finally, because the Trust is a DST, the Purchasers may avail themselves only of the limited powers and privileges afforded to a beneficial owner under Delaware law. Based on the above, the Trust should be recognized as an entity separate from the Purchasers for federal income tax purposes and the Trust and the Trustee should not be viewed as agents of the Purchasers for federal income tax purposes.

Trust Treated as an Investment Trust. The next determination is whether the Trust will be treated as a "business entity" or as an "investment trust" that is classified as a trust pursuant to Treasury Regulations Section 301.7701-4(c)(1). In general, the term "trust" refers to an arrangement created either by a will or by an inter vivos declaration whereby trustees take title to property for the purpose of protecting or conserving it for the beneficiaries. The beneficiaries of such a trust may be the persons who create it and it will be recognized as a trust if it was created for the purpose of protecting or conserving the trust property for beneficiaries who stand in the same relation to the trust as they would if the trust had been created by others for them. Generally, an arrangement will be treated as a trust if it can be shown that the purpose of the arrangement is to vest in trustees responsibility for the protection and conservation of property for beneficiaries who cannot share in the discharge of this responsibility and, therefore, are not associates in a joint enterprise for the conduct of business for profit. An "investment trust" will not be classified as a trust if there is a power under the trust agreement to vary the investment of the certificate holders. An investment trust with a single class of ownership interests, representing undivided beneficial interests in the assets of the trust, will be classified as a trust if there is no power under the trust agreement to vary the investment of the certificate holders. An investment trust with multiple classes of ownership interests ordinarily will be classified as a business entity; however, an investment trust with multiple classes of ownership interests, in which there is no power under the trust agreement to vary the investment of the certificate holders, will be classified as a trust if the trust is formed to facilitate direct investment in the assets of the trust and the existence of multiple classes of ownership interests is incidental to that purpose. A power to vary the investment of the certificate holders exists where there is managerial power, under the trust instrument, that enables a trust to take advantage of variations in the market to improve the investment of the investors.

The Revenue Ruling 2004-86 involved the determination of the tax treatment of a DST that invested in real property. Under Revenue Ruling 2004-86, Party A borrowed money, on a nonrecourse basis, from a bank and used the proceeds of the loan to purchase rental real property ("Blackacre"). The note was secured by Blackacre. Immediately following Party A's purchase of Blackacre, Party A entered into a net lease with Party Z for a 10-year term. Under the terms of the lease, Party Z was required to pay all taxes, assessments, fees, or other charges imposed on Blackacre. In addition, Party Z was required to pay all insurance, maintenance, ordinary repairs, and utilities relating to Blackacre. Party Z could sublease Blackacre. Party Z's rent was a fixed amount that could be adjusted by a formula described in the lease agreement that was based upon a fixed rate or an objective index provided that the adjustments to the rate or index were not within the control of any of the parties to the lease. The rent was not contingent on Party Z's ability to lease the property or on Party Z's gross sales or net profits derived from Blackacre.

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On the same day, Party A formed a DST and Party A contributed Blackacre to the DST. The DST assumed Party A's rights and obligations under the note with the bank and the lease with Party Z. Neither the DST nor any of its beneficial owners were personally liable to the bank on the note, which continued to be secured by Blackacre.

The trust agreement provided that interests in the DST were freely transferable. The DST terminated on the earlier of 10 years from the date of its creation or the disposition of Blackacre, but did not terminate on the bankruptcy, death, or incapacity of any owner or on the transfer of any right, title, or interest of an owner. The trust agreement further provided that interests in the DST would be of a single class, representing undivided beneficial interests in the assets of the DST.

Under the trust agreement, the trustee was authorized to establish a reasonable reserve for expenses associated with the holding of Blackacre that may be payable out of trust funds. The trustee was required to distribute all available cash less reserves quarterly to each beneficial owner in proportion to their respective interests in the DST. The trustee was required to invest cash received from Blackacre between each quarterly distribution and all cash held in reserve in short-term obligations of (or guaranteed by) the United States, or any agency or instrumentality thereof, and in certificates of deposit of any bank or trust company having a minimum stated surplus and capital. The trustee was permitted to invest only in obligations maturing prior to the next distribution date and was required to hold such obligations until maturity. In addition to the right to a quarterly distribution of cash, each beneficial owner had the right to an in-kind distribution of its proportionate share of trust property.

The trust agreement provided that the trustee's activities were limited to the collection and distribution of income. The trustee could not exchange Blackacre for other property, purchase assets other than the short-term investments described above, or accept additional contributions of assets (including money) to the DST. The trustee could not renegotiate the terms of the debt used to acquire Blackacre and could not renegotiate the lease with Party Z or enter into leases with tenants other than Party Z, except in the case of Party Z's bankruptcy or insolvency. In addition, the trustee could make only minor non-structural modifications to Blackacre, unless otherwise required by law. The trust agreement further provided that the trustee could engage in ministerial activities to the extent required to maintain and operate the DST under local law.

Neither the DST nor its trustee entered into an agreement with the beneficial owners creating an agency relationship, and neither the DST nor its trustee acted as an agent of the beneficial owners.

To determine whether the DST qualified as an investment trust for federal income tax purposes, the Revenue Ruling 2004-86 discussed whether the trust agreement granted the power to vary the investment held by the DST. The Revenue Ruling 2004-86 indicated that the financing and leasing arrangements related to Blackacre were made prior to the inception of the DST and were fixed for the entire life of the DST. Further, the trustee was permitted to only invest in short-term obligations that matured prior to the next quarterly distribution date and was required to hold the obligations until maturity. The Revenue Ruling 2004-86 concluded that because the trust agreement required that any cash from Blackacre, and any cash earned on short-term obligations

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held by the DST between distribution dates, be distributed quarterly and because the disposition of Blackacre resulted in the termination of the DST, no reinvestment of such monies was possible.

The Revenue Ruling 2004-86 emphasized that the trustee's activities were limited to the collection and distribution of income. The trustee could not exchange Blackacre for other property, purchase assets other than short-term investments or accept any additional contributions of assets (including money) for the DST. The trustee could not renegotiate the terms of the loan and could not renegotiate the lease with Party Z or enter into leases with tenants other than Party Z except in the case of Party Z's bankruptcy or insolvency. In addition, the trustee could only make minor non-structural modifications to the property except to the extent required by law. The Revenue Ruling 2004-86 noted that the trustee had none of the powers which evidence an intent to carry on a profit making business. The Revenue Ruling 2004-86 concluded that because the trustee had no power to vary the investment of the beneficiaries of the trust, the DST will be classified as a "trust" for federal income tax purposes.

The Revenue Ruling 2004-86 indicated that the trust arrangement would not have qualified as an investment trust, and therefore would not have been classified as a "trust," if the trustee had been given the power to do one or more of the following:

- Dispose of Blackacre and acquire new property;
- Renegotiate the lease with Party Z, or enter into a lease with a tenant other than Party Z (other than in the case of the bankruptcy or insolvency of Party Z);
- Renegotiate or refinance the loan used to purchase Blackacre (other than in the case of the bankruptcy or insolvency of Party Z);
- Invest cash received to profit from market fluctuations; or
- Make more than minor non-structural modifications to Blackacre that were not required by law.

The Master Trust Agreement. The powers and authority granted to the Trustee in the Master Trust Agreement are intended to fall within the limited scope of the powers and authority that may be exercised by a trustee of an "investment trust." The Master Trust Agreement authorizes the Trustee to comply with the terms of the documents governing the Loans, collect rents and make distributions, enter into any agreements for the purposes of enabling a Purchaser to complete a like-kind exchange and notify the relevant parties of any default under the documents to which it is a party. Additionally, the Master Trust Agreement expressly denies the Trustee any power or authority to take any action that would cause the Trust to cease to be an investment trust described in Treasury Regulations Section 301.7701-4(c).

Although the Master Trust Agreement grants certain powers to the Trustee that are not addressed in the trust arrangement described in the Revenue Ruling 2004-86, we believe that these powers should not prevent the Trust from being treated as an investment trust. Those powers include (i) the sale of the Property and (ii) the potential liquidation and termination of the Trust as a result of a Transfer Distribution, because neither of these powers permit the Trustee to vary the investments of the Beneficial Owners in a manner that results in the Purchasers improving their investment results based on variations in the market.

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The power granted under the Master Trust Agreement to sell the Property should not be viewed as a power to vary the Trust's investments because the Trust is prohibited from reinvesting the proceeds of the sale. Immediately after a sale of the Property, the Trustee must distribute the sales proceeds to the Purchasers and the Trust will terminate. The Trustee has no power to purchase replacement investments with the proceeds from the sale of the Property. As a result, the fact that the Trustee has the power to sell the Property should not prevent the Trust from being treated as an investment trust that is classified as a "trust" for federal income tax purposes.

A Transfer Distribution should not be viewed as inconsistent with the limitations imposed on an investment trust under the Revenue Ruling 2004-86. A Transfer Distribution would occur only under specified circumstances that would, in the absence of the Trust termination, require actions that either are not authorized, or are prohibited, by the Master Trust Agreement. The fact that such circumstances are not expected or likely further supports the conclusion that a Transfer Distribution is not intended to circumvent the passive nature of the Trust. The termination of the Trust and the transfer of the Trust Estate to the Limited Liability Company, an entity that has the power to engage in the actions required under the specified circumstances, is evidence that the Trust is intended to act simply as a passive holder of the assets comprising the Trust Estate.

Lease. The Revenue Ruling 2004-86 involved a DST that entered into a net lease for the property. The courts have interpreted a net lease, for federal income tax purposes, to mean a lease that is designed to transfer (or minimize) the economic risk of fluctuating operating costs from the lessor to the lessee. Generally, if the tenant is responsible for paying for all expenses related to the property and operating the property, the activities of the trust should be considered to be the mere leasing of property and not the operation of a trade or business. The Trust, as landlord, has no responsibility to repair or maintain the Property, nor is the Trust required to maintain its own, separate insurance for the Property. In addition, the Tenant, and not the Trust, has the obligation to operate the Property and provide the day-to-day repairs and maintenance of the Property, as well as taxes and insurance. Thus, the Lease should be a net lease similar to the lease described in the Revenue Ruling 2004-86, and the Trust should not be viewed as engaging in an active trade or business that would prevent it from being treated as an investment trust.

The Lease requires Tenant to pay for (or reimburse the Property Trust for) taxes, insurance, operating expenses and capital replacements related to the Property, obligations which are similar to the lease in the Revenue Ruling 2004-86. Modifications to the Property are the sole responsibility of the Tenant.

True Lease. The Property will be leased by the Property Trust to Tenant pursuant to the Lease. The IRS could take the position that the Lease is not a true lease. If such a position were taken, the Trust would not qualify as real property for purposes of Code Section 1031.

The IRS issued Rev. Proc. 2001-28 which set forth the guidelines the IRS will use in determining whether certain transactions purporting to be leases of property are, in fact, leases or something else for federal income tax purposes. Rev. Proc. 2001-28 provides that the lessor must have an initial investment in the property equal to at least 20% of the cost of the property, the lessor must maintain an investment equal to at least 20% of the cost of the property during the ownership period and the lessor must represent and demonstrate that an amount equal to at least 20% of the original cost of the property is a reasonable estimate of what the fair market value of

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the property will be at the end of the lease term. In addition, the IRS has indicated in Rev. Proc. 2001-28 that the lessor must represent and demonstrate that a remaining useful life for the property of the longer of 1 year or 20% of the originally estimated useful life of the property is a reasonable estimate of what the remaining useful life of the property will be at the end of the lease term.

Treatment as Real Estate. The provisions of Code Section 1031 do not apply to "(B) stocks, bonds or notes, (C) other securities or evidences of indebtedness or interest." This phrase has not been defined precisely; the exact connotation associated with the term "other securities" is not clear. The exclusion in Code Section 1031 for "other securities" was added to preclude brokers, investment houses and bond houses from arranging tax-free exchanges of appreciated securities. There are other Sections of the Code that define "securities" under the Code including Code Sections 165(g) and 1236(c). These Sections of the Code have narrow definitions of the term "securities." However, it is not clear whether the definitions in these Sections of the Code apply or whether a broader view should be taken. In G.C.M. 35242, the IRS indicated after discussing the definition of "securities" in Code Sections 165(g)(2) and 1236(c), that "we believe it persuasive that Congress has consistently defined the term 'securities' in a limited sense." The IRS thus concluded in G.C.M. 35242 that it did not believe whiskey warehouse receipts were "securities" under Code Section 1031. This occurred even though the SEC believed they were securities under applicable securities law. Further, in Plow Realty Co. of Texas, 4 T.C. 600 (1945), mineral deeds were not securities under the predecessor to Code Section 543 even though they were securities under applicable securities law. Consequently, if these provisions are applied, an Interest should not be considered a security under the tax law definition of security even though an Interest will be a "security" under applicable federal and state securities laws.

Transfer Distribution. If a Transfer Distribution occurs, the assets of the Trust and the Property Trust will be transferred to Limited Liability Companies and the interests in the Limited Liability Companies will be distributed to the Purchasers. The "top tier" Limited Liability Company should be treated as a partnership for federal income tax purposes. Under current law, a Transfer Distribution would not be subject to federal income tax pursuant to Code Section 721. A Transfer Distribution could be subject, however, to state or local income, transfer or other taxes. In addition, there can be no assurances that a Transfer Distribution will not be taxable under the federal income or other tax laws in effect at the time the Transfer Distribution occurs. Because a Transfer Distribution could occur in several situations, it is not possible to determine all of the tax consequences to the Beneficial Owners in the event of a Transfer Distribution.

Depreciation and Cost Recovery. Federal income tax law permits an owner of improved real property to claim depreciation deductions based on the entire cost of the depreciable improvements, even though such improvements are financed in part with borrowed funds. If, however, the purchase price of an Interest and the Purchaser's share of non-recourse liabilities to which the Property is subject significantly or unreasonably exceed the fair market value of the Interest, a Purchaser will not be entitled to take depreciation deductions to the extent the basis in the Interest is derived from nonrecourse liability. Each Purchaser will have to compute its own depreciation. Nonresidential real estate can generally be depreciated on a straight-line method, over 39 years using the mid-month convention.

Depreciation deductions can only be claimed for that portion of real property that is depreciable. Since land is not depreciable, an allocation must be made between the value of

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improvements on real estate and the underlying land. The allocation of the purchase price between depreciable and non-depreciable items is a question of fact, and if the amount allocated by a Purchaser to depreciable items is decreased and the amount allocated to non-depreciable items such as land is increased, a Purchaser's income or loss for federal income tax purposes will be increased or decreased, as applicable. It is possible that the IRS may take the view that the increase in the price of the Property is attributed to a nondeductible capitalized item. In addition, the purchase price of an Interest will not include any amount attributable to the reserves.

Any Purchaser that is acquiring Interests in connection with Code Section 1031 Exchange generally will have a carryover basis in the Interests. Thus, the amount of depreciation deductions available to such Purchaser may be limited by the basis in the property sold by such Purchaser as part of the deferred exchange.

Each Purchaser will have to compute his, her or its own depreciation allowance.

Summary. Although the Sponsor has attempted to structure the transaction such that an Interest is treated as an undivided interest in real estate, there can be no assurance or guaranty that such classification will be respected by the IRS.

Allocation of Liabilities. Any liabilities incurred by the Trust will be allocated, for federal income tax purposes, to the Beneficial Owners in proportion to their Interests. For purposes of determining the purchase price of replacement property in a Section 1031 Exchange, each Purchaser will be able to include its proportionate share of the liabilities that encumber the Property at the time of the acquisition of an Interest.

Treatment as a Nondeductible Capitalized Item. Although each Purchaser should be treated for federal income tax purposes as buying an undivided interest in the Property, it is possible the IRS may take the view that the amount by which the price of an undivided interest exceeds the pro rata share of the price paid by the Trust for the Property is not to be treated as a sale of real estate, but instead as a nondeductible capitalized item.

Possible Adverse Tax Treatment for Closing Costs and Reserves. A portion of the proceeds of the Offering will be used to pay each Purchaser's pro rata share of closing costs, expenses, reserves and other costs of this Offering. Because the tax treatment of certain expenses of this Offering and closing costs, financing costs or reserves is unclear and may vary depending upon the circumstances, no advice will be given regarding the tax treatment of such costs and reserves, which may be taxable to those Purchasers who purchase their Interests as part of a Section 1031 Exchange. Therefore, each prospective Purchaser should seek the advice of a qualified tax advisor as to the proper treatment of such items.

Deductibility of Trust's Fees and Expenses. Deductibility of Trust's Fees and Expenses. The TCJA disallows the deduction of miscellaneous itemized expenses through tax year 2025. The One Big Beautiful Bill Act ("OBBA"), signed into law on July 4, 2025, permanently disallows the deduction of miscellaneous itemized deductions. Accordingly, in computing his, her or its federal income tax liability, an individual Purchaser will not be entitled to deduct the Purchaser's share of reasonable administrative fees, trustee fees and other fees, if any, paid or incurred by the Trust unless such expenses are considered "trade or business" expenses, as opposed to "investment

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expenses." Purchasers should consult their own tax advisors regarding the deductibility of the Trust's fees and expenses.

TCJA Limitation of Like-Kind Exchange Treatment to Real Property; Personal Property Components. The TCJA amended Section 1031 to limit its application to exchanges of real property for exchanges completed after December 31, 2017, subject to a transition rule. Pursuant to Treasury Regulations finalized in November 2020 (the "November 2020 Regulations"), personal property received in a like-kind exchange of real property is non-like-kind property received in the exchange, and taxable gain must be recognized to the extent of the personal property received in the exchange.

Furthermore, pursuant to the November 2020 Regulations, if (i) the fair market value of personal property received in a deferred exchange exceeds 15% of the fair market value of the replacement real property, or (ii) in standard commercial transactions, the personal property is not typically transferred with the real property, the deferred exchange may not qualify as a Section 1031 Exchange.

If relinquished property is transferred in a deferred exchange, taxable gain must generally be recognized if the taxpayer actually or constructively receives money or other non-like-kind property before actually receiving the like-kind replacement property.

The Section 1031 regulations provide four separate safe harbors which state that certain issues, such as agency and constructive receipt, will be ignored in determining whether the taxpayer actually or constructively received money or other property before receiving like-kind replacement property.

Each safe harbor disqualifies the transaction for like-kind exchange treatment to the extent that the taxpayer has the ability or unrestricted right to receive money or other non-like-kind property before receiving like-kind replacement property. Pursuant to Treasury Regulation Section 1.1031(k)-1(g)(6), an agreement between a taxpayer and a qualified intermediary, an escrow agreement or a trust agreement, must expressly limit the taxpayer's rights to receive, pledge, borrow, or otherwise obtain the benefits of the cash or other property held by the qualified intermediary, or in the escrow account or trust, before the end of the exchange period.

Under the November 2020 Regulations, if an exchange involves a qualified intermediary, personal property that is deemed "incidental" to replacement real property is disregarded in determining whether a taxpayer's rights to receive, pledge, borrow, or otherwise obtain the benefits of money or non-like-kind property held by a qualified intermediary are expressly limited, as required by Treasury Regulation Section 1.1031(k)-1(g)(6).

Under the November 2020 Regulations, personal property is "incidental" to real property acquired in an exchange if (i) the aggregate fair market value of the personal property does not exceed 15% of the aggregate fair market value of the replacement real property, and (ii) in standard commercial transactions, the personal property is typically transferred together with the real property.

If (i) the aggregate fair market value of the personal property exceeds 15% of the aggregate fair market value of the replacement real property, or (ii) in standard commercial transactions, the

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personal property is not typically transferred with the real property, then the personal property would not qualify as "incidental" personal property under the November 2020 Regulations, and as a result, the deferred exchange may not qualify as a Section 1031 Exchange.

***Transfer to Limited Liability Companies*.** If a Transfer Distribution occurs, the assets of the Trust and the Property Trust will be transferred to the Limited Liability Companies and the interests therein will distributed to the Beneficial Owners. Under current law, such a transfer would not be subject to federal income tax pursuant to Section 721 of the Code. The transfer could be subject, however, to state or local income, transfer or other taxes. In addition, there can be no assurances that such transfer will not be taxable under the federal income or other tax laws at the time the transfer occurs. Because a Transfer Distribution could occur in several situations, it is not possible to determine all of the tax consequences to the Beneficial Owners in the event of a Transfer Distribution.

PURCHASERS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE TAX CONSEQUENCES OF A TRANSFER DISTRIBUTION AND THE EFFECT OF THE PROPERTY BEING HELD BY A LIMITED LIABILITY COMPANY RATHER THAN THE TRUST.

***Deferral of Tax upon Sale of Limited Liability Company Interest*.** Unlike interests in the Trust, interests in the Limited Liability Company will not be treated as interests in real property for federal income tax purposes (including for purposes of a like-kind exchange under Code Section 1031). **THUS, IF A TRUST OR THE PROPERTY IS TRANSFERRED TO A LIMITED LIABILITY COMPANY IN A TRANSFER DISTRIBUTION, IT IS UNLIKELY THAT ANY OF THE BENEFICIAL OWNERS WHO RECEIVE INTERESTS IN THE LIMITED LIABILITY COMPANY WILL THEREAFTER BE ABLE TO DEFER THE RECOGNITION OF GAIN UNDER CODE SECTION 1031 ON SALES OF INTERESTS.**

***Economic Substance Doctrine*.** Courts have generally disallowed claimed tax benefits where the transaction that gave rise to the benefits lacked economic substance independent of federal income tax considerations. The "economic substance" doctrine has been described as follows:

> The tax law….requires that the intended transactions have economic substance separate and distinct from economic benefit achieved solely by tax deduction. The doctrine of economic substance becomes applicable, and a judicial remedy is warranted, where a taxpayer seeks to claim benefits, unintended by Congress, by means of transactions that serve no economic purpose other than tax savings.

ACM Partnership v. Commissioner, 73 TCM 2189, 2215, aff'd., 157 F3d. 2231 (3d Cir. 1998).

A common law doctrine often considered together with the "economic substance" doctrine is the "business purpose" doctrine. The "business purpose" doctrine involves an inquiry into the subjective motivation of the taxpayer as to whether the taxpayer intended the transaction to serve a useful non-tax purpose.

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Historically, there has been a lack of uniformity regarding the application of the "economic substance" doctrine. Some courts have applied a conjunctive test, requiring a taxpayer to establish the presence of both "economic substance" (the objective component) and "business purpose" (the subjective component) in order for the transaction to be respected. Other courts have adopted a narrower approach, respecting a transaction that either had a "business purpose" or "economic substance."

H.R. 4872, The Healthcare and Education Affordability Reconciliation Act of 2010, codifies the "economic substance" doctrine through amendment of Code Section 7701(o). Under this legislation, a transaction will be treated as having economic substance only if (i) the transaction changes in a meaningful way (apart from federal income tax effects) the taxpayer's economic position and (ii) the taxpayer has a substantial purpose (apart from federal income tax effects) for entering into such transaction. Under Code Section 7701(o), if a taxpayer relies on a profit potential, the present value of the reasonably expected pre-tax profit from the transaction must be "substantial" in relation to the present value of the net tax benefits that would be allowed if the transaction were respected. The codification of the "economic substance" doctrine applies to transactions entered into after the date of enactment.

Prospective Purchasers should consult with their personal tax advisors as to the possible applicability of this legislation to an investment in the Trust.

Limitations on Losses and Credits from Passive Activities. Losses from passive trade or business activities generally may not be used to offset "portfolio income" (i.e., interest, dividends and royalties) or salary or other active business income. Deductions from passive activities may generally be used to offset income from passive activities. Interest deductions attributable to passive activities are treated as passive activity deductions and not as investment interest. Thus, such interest deductions are subject to limitation under the passive activity loss rule and not under the investment interest limitation. Credits from passive activities generally are limited to the tax attributable to the income from passive activities. Passive activities include: (i) trade or business activities in which the taxpayer does not materially participate and (ii) rental activities. Thus, a Purchaser's share of the Property's income and loss will, in all likelihood, constitute income and loss from passive activities and will be subject to such limitation.

Losses (or credits that exceed the regular tax allocable to passive activities) from passive activities that exceed passive activity income are disallowed and can be carried forward and treated as deductions and credits from passive activities in subsequent taxable years. Disallowed losses from an activity, except for certain dispositions to related parties, are allowed in full when the taxpayer disposes of his, her or its entire interest in the activity in a taxable transaction.

In the case of rental real estate activities in which an individual actively participates, up to $25,000 of losses (and credits in a deduction-equivalent sense) from all such activities are allowed each year against portfolio income and salary and active business income of the taxpayer. Except as provided below with respect to "real estate professionals," Purchasers will not, in all likelihood, be actively participating in the Property's rental real estate activities, and therefore will not be able to deduct any loss against their portfolio or active business income. Moreover, even if a Purchaser actively participates in rental real estate activities, there is a phase-out of the $25,000 allowable loss equal to 50% of the amount by which a Purchaser's adjusted gross income exceeds $100,000.

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Therefore, if a Purchaser's adjusted gross income is $150,000 or more for any given year, the Purchaser cannot use any of the $25,000 passive losses to offset non-passive income under this rule.

Certain taxpayers can, in limited circumstances, deduct losses and credits from rental real estate activities against other income, such as salaries, interest, dividends, etc. A taxpayer qualifies for this exception to the passive loss rules described above if: (i) more than half of the personal services performed by the taxpayer in trades or businesses during a year are performed in real property trades or businesses in which the taxpayer materially participates and (ii) the taxpayer performs more than 750 hours of services during the year in real property trades or businesses in which the taxpayer materially participates. In the case of a joint return, one spouse must satisfy both requirements. A real property trade or business is any real property development, redevelopment, construction, reconstruction, acquisition, conversion, rental, operation, management, leasing or brokerage trade or business. In determining whether a taxpayer performs more than half of his, her or its personal services in real property trades or businesses, services performed as an employee are disregarded unless the employee owns more than 5% of the employer. Purchasers should consult with their own tax advisor to determine if this rule applies to them.

Net Income and Loss of Each Purchaser. Each Purchaser will be required to determine his, her or its own net income or loss from the Property and the Property Trust for income tax purposes. Each Purchaser will be required to pay his, her or its share of expenses of the Property and the Property Trust, and will be entitled to his, her or its share of income therefrom. Certain expenses, such as depreciation, will be different for different Purchasers. The Trustee will keep records and provide information about expenses and income of the Property and the Trust for each Purchaser. A Purchaser, however, will be required to keep separate records to separately report its income.

Any gain or loss realized on the sale or exchange of an Interest will generally be treated as capital gain or loss, provided the seller is not deemed a "dealer" in real property. As a general rule, the holding of parcels of real property for investment is not the type of activity that would cause a person or entity to be considered a "dealer" in real property. The question of "dealer" status is a question of fact, will depend on all of the facts and circumstances and will be determined at the time of a sale. If a Purchaser is deemed a "dealer" and the Property is not considered a capital asset or an asset described in Code Section 1231 ("Section 1231 Asset"), any gain or loss on the sale or other disposition would be treated as ordinary income or loss. However, regardless of whether the selling Purchaser is a "dealer," any portion of the gain that is attributable to unrealized receivables, depreciation recapture or inventory items will generally be treated as ordinary income. In general, if an Interest is a capital asset, any profit or loss realized on its sale or exchange (or the sale of the Property) (except to the extent that such profit represents gain attributable to unrealized receivables or depreciation recapture taxable as ordinary income or at a 25% federal tax rate) will be treated as capital gain or loss under the Code. Any such capital gain attributable to an asset held more than 12 months will generally be taxed to individuals at the highest applicable long term capital gain tax rate.

In determining the amount realized on the sale or exchange of an Interest or the Property, a Purchaser must include, among other things, the Purchaser's share of assumed indebtedness on

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the Property. Therefore, it is possible that the gain realized upon the sale of an Interest or the Property may exceed the cash proceeds of the sale, and, in some cases, the income taxes payable with respect to the gain realized on the sale may exceed such cash proceeds. If assets sold or involuntarily converted constitute Section 1231 Assets, gain or loss attributable to such assets would be combined with any other Code Section 1231 gains or losses realized by the Purchaser in that year, and the resulting net Code Section 1231 gains or losses would be taxed as capital gains or constitute ordinary losses, as the case may be. This treatment may be altered depending on the disposition of Code Section 1231 property over several years. In general, net Code Section 1231 gains are recaptured as ordinary income to the extent of net Code Section 1231 losses in the five preceding taxable years.

Treatment of Gifts of Interests. Generally, no gain or loss is recognized for federal income tax purposes as a result of a gift of property. However, if a gift (including a charitable contribution) of an Interest is made at a time when the Purchaser's share of the Property's non-recourse indebtedness exceeds the adjusted basis of the Purchaser in its Interest, the Purchaser may recognize gain for income tax purposes upon the transfer. Such gain, if any, will generally be treated as capital gain. Gifts of Interests may also be subject to a gift tax imposed under the rules generally applicable to all gifts of property.

Foreclosure. In the event of a foreclosure of a mortgage or deed of trust on the Property, a Purchaser would realize gain, if any, in an amount equal to the excess of the Purchaser's share of the outstanding mortgage over its adjusted tax basis in the Property, even though the Purchaser might realize an economic loss upon such a foreclosure. In addition, the Purchaser could be required to pay income taxes with respect to such gain even though the Purchaser may receive no cash distributions as a result of such foreclosure.

Tax Elections. The Trust will attempt to structure the Interests so that they will be treated as interests in an investment trust and not as interests in a partnership. As a result, the Purchasers will be required to make any applicable tax elections. However, if the Purchasers were treated as partners in a partnership, applicable elections would have to be made by the partnership. No mechanism is provided for the Trust to make any such elections.

Method of Accounting. A Purchaser will be required to report income under the Purchaser's applicable accounting method.

Alternative Minimum Tax. Taxpayers may be subject to the alternative minimum tax in lieu of the regular income tax. The alternative minimum tax applies to the taxable income increased by designated tax preferences. Each Purchaser should consult with his, her or its tax advisor concerning the impact, if any, of the alternative minimum tax on the Purchaser.

***Potential Availability of 20%-Deduction for "Qualified Business Income*.**" An individual Purchaser engaged in a real estate trade or business may be entitled to deduct up to 20% of certain "qualified business income" earned through a pass-through entity or sole proprietorship (excluding certain investment-related income, dividends, interest, and guaranteed payments), subject to certain limitations. Under an IRS pronouncement, ownership of a net leased property in and of itself will not qualify for a "safe harbor" on what constitutes a real estate trade or business. Many aspects of these rules are uncertain. All Purchasers and potential Purchasers should consult their

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own tax advisors regarding all aspects of these rules and their potential application to income from the Property.

Activities Not Engaged in for Profit. Under Code Section 183, certain losses from activities not engaged in for profit are not allowed as deductions from other income. The determination of whether an activity is engaged in for profit is based on all the facts and circumstances, and no one factor is determinative, although the Treasury Regulations indicate that an expectation of profit from the disposition of property will qualify as a profit motive. Code Section 183 has a presumption that an activity is engaged in for profit if income exceeds deductions in at least three out of five consecutive years. Although it is reasonable for a Purchaser to conclude that the Purchaser can realize a profit from an investment in an Interest as a result of appreciation of the Property, there can be no assurance that a Purchaser will be found to be engaged in an activity for profit because the applicable test is based on the facts and circumstances existing from time to time.

Limitation on Losses under the At-Risk Rules. A Purchaser that is an individual or closely held corporation will be unable to deduct losses from the Property, if any, to the extent such losses exceed the amount such Purchaser is "at risk." A Purchaser's initial amount at risk will generally equal the sum of (1) the amount of cash paid for the Interest, (2) the amount, if any, of recourse financing obtained by the Purchaser to acquire its Interest, and (3) the amount of any qualified non-recourse indebtedness encumbering the Property. A Purchaser's amount at risk will be reduced by the amount of any cash flow to such Purchaser and the amount of the Purchaser's loss, and will be increased by the amount of the Purchaser's income from the activity. Losses not allowed under the at-risk provisions may be carried forward to subsequent taxable years and used when the amount at risk increases. It is uncertain whether the Loans encumbering the Property will constitute qualified non-recourse indebtedness. Accordingly, Purchasers should assume that any tax losses generated by the Trust will be suspended and carried forward to subsequent years when the Trust generates positive taxable income.

General Limitations on the Deductibility of Interest. In addition to the limitations on the deductibility of interest incurred in connection with passive activities, and the "at-risk" rules, the following are additional restrictions on the deduction of interest:

Limitations on Deductibility of Interest. The TCJA provides a new limitation on the deduction of "business interest" (i.e., interest paid or accrued on indebtedness allocable to a trade or business) for federal income tax purposes. In general, and subject to certain exceptions, including for a real estate activity that elects to use the alternative depreciation system (resulting in slower depreciation), business interest expense is not deductible to the extent such interest exceeds 30% of a taxpayer's "adjusted taxable income" (as defined in Section 163(j) of the Code, as revised by the TCJA). Business interest not allowed as a deduction may be deducted in any future year against excess taxable income. The limitation on the deductibility of business interest does not apply to investment interest. The limitation also does not apply to certain small businesses with annual gross receipts under $25 million, provided that they do not constitute "tax shelters." Applicability of these rules depends on the taxpayer's personal tax situation. Prospective Purchasers must rely on their personal tax advisors as to the applicability of these rules to their tax treatment relating to investment in the Trust.

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Capitalized Interest. Interest on debt incurred to finance construction of real property is not currently deductible and must be capitalized as part of the cost of the real property.

Interest Incurred to Carry Tax-Exempt Securities. Code Section 265(a)(2) disallows any deductions for interest paid by a taxpayer on indebtedness incurred or continued for the purpose of buying or carrying tax-exempt obligations. The application of Code Section 265(a)(2) is governed by each Purchaser's purpose for acquiring an Interest. Thus, Code Section 265(a)(2) might be applied to a Purchaser whose purpose for investing in an Interest rather than in a non-leveraged investment is to enable such Purchaser to continue to carry tax-exempt obligations. It should be noted that Code Section 7701(f) directs the IRS to prescribe regulations as may be necessary or appropriate to prevent the avoidance of provisions of the Code that deal with the linking of borrowings to investments through the use of related persons, pass-through entities or other intermediaries. Therefore, the provisions of Code Section 265(a)(2) may be applied to a Purchaser if the Purchaser does not itself own tax-exempt obligations or stock of a regulated investment company that distributes exempt interest dividends but rather such obligations or stock are owned by a person, entity or other intermediary related to the Purchaser.

Prepaid Interest. Interest prepayments (including "points") must be capitalized and amortized over the life of the loan with respect to which they are paid.

Taxable Income in Excess of Cash Receipts. It is possible that a Purchaser's taxable income from the Property may exceed the Purchaser's cash flow from the Property and such Purchaser's tax liability with respect to that income may exceed the cash flow. This could occur as a result of the payment of loan principal, the payment of capital expenditures or the funding of reserves. Beneficial Owners may have to use funds from other sources to satisfy any tax liability associated with the Property. Each prospective Purchaser must consult its own tax advisors as to the tax consequences of a purchase of Interests.

Accuracy-Related Penalties and Penalties for the Failure to Disclose. All penalties relating to the accuracy of tax returns are now consolidated into a single accuracy-related penalty equal to 20% of the portion of the underpayment to which the penalty applies. The penalty applies to any portion of any understatement that is attributable to: (i) negligence or disregard of rules or regulations; (ii) any substantial understatement of income tax; or (iii) any substantial valuation misstatement. Negligence is generally any failure to make a reasonable attempt to comply with the provisions of the Code and the term "disregard" includes careless, reckless or intentional disregard.

Negligence is generally any failure to make a reasonable attempt to comply with the provisions of the Code and the term "disregard" includes careless, reckless or intentional disregard. Counsel for the Trust is rendering an opinion with respect to the treatment of Interests as interests in real estate for income tax purposes. However, the opinion is not intended to be used by any taxpayer to avoid penalties, and may not be relied upon by the Purchasers to avoid penalties. This opinion is not applicable to any individual tax consequences of a Purchaser or the individual application of the Code Section 1031 rules to such Purchaser and each Purchaser should consult with its own independent tax advisor.

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A substantial understatement of income tax generally occurs if the amount of the understatement for the taxable year exceeds the greater of (i) 10% of the tax required to be shown on the return for the taxable year, or (ii) $5,000 in the case of a C corporation, a substantial understatement of income tax generally occurs if the amount of the understatement for the taxable year exceeds the lesser of (i) 10% of the tax required to be shown on the return for the taxable year (if greater, $10,000) or (ii) $10,000,000.

A substantial valuation misstatement occurs if the value of any property (or the adjusted basis) is 150% or more of the amount determined to be the correct valuation or adjusted basis. The penalty doubles if the property's valuation is misstated by 200% or more. No penalty will be imposed unless the underpayment attributable to the substantial valuation misstatement exceeds $5,000 or $10,000 in the case of a C corporation.

Except with respect to "tax shelters," an accuracy-related penalty will not be imposed on an underpayment attributable to negligence, a substantial understatement of income tax, or a substantial valuation misstatement if it is shown that there was a reasonable cause for the underpayment and the taxpayer acted in good faith.

In addition to the penalties described above, a new penalty has recently been added with respect to understatements resulting from listed or reportable transactions. A reportable transaction is a transaction that the IRS has identified as having the potential for tax avoidance or evasion. A listed transaction is a reportable transaction which the IRS has specifically identified as a tax avoidance transaction. The penalty is equal to 20% of the portion of the underpayment to which the penalty applies if the taxpayer disclosed the understatement and 30% of the portion of the underpayment to which the penalty applies if the taxpayer did not disclose the understatement. A taxpayer may avoid the payment of the penalty if: (i) there was reasonable cause for the understatement and the taxpayer acted in good faith; (ii) the relevant facts affecting the taxpayer's tax treatment were adequately disclosed; (iii) there is, or was, substantial authority for taxpayer's treatment of the item; and (iv) the taxpayer reasonably believed that the treatment of the items on the return was more likely than not proper. A taxpayer may not rely on the opinion from a disqualified advisor. A disqualified advisor is an advisor that participated in the preparation of documents that: (i) establish a partnership; (ii) describe the transaction; or (iii) relate to the registration of the transaction with any government body. The opinion received by the Trust was given by a disqualified advisor, and such opinion was not intended to be used by any taxpayer to avoid tax penalties. As a result, a Purchaser will not be allowed to rely on such opinion in the event such penalty applies. In addition, in the event the Interests are determined to be a reportable transaction, and the taxpayer fails to include information regarding such reportable transaction, the taxpayer will be subject to a maximum penalty in the amount of $10,000 if the taxpayer is an individual and $50,000 in any other case. In the event the Interests are determined to be a listed transaction, the maximum penalty increases to $100,000 in the case of an individual and $200,000 in any other case.

The tax opinion being issued to the Trust with respect to the Interests was prepared by a disqualified tax advisor. As a result, the Purchasers may not rely on such opinion to avoid the payment of penalties.

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Reportable Transaction Disclosure and List Maintenance. A taxpayer's ability to claim privilege on any communication with a federally authorized tax preparer involving a tax shelter is limited. In addition, taxpayers and material advisors must comply with disclosure and list maintenance requirements for reportable transactions.

The Trustee has concluded that the sale of an Interest should not constitute a reportable transaction. Accordingly, the Trustee does not intend to make any filings pursuant to these disclosure or list maintenance requirements. There can be no assurances that the IRS will agree with this determination by the Trustee. Significant penalties could apply if a party fails to comply with these rules, and such rules are ultimately determined to be applicable.

State and Local Taxes. Prospective Purchasers should also consider the potential state and local tax consequences of an investment in the Trust. In addition to being taxed in his, her or its own state or locality of residence, a Purchaser will likely be subject to tax return filing obligations and income, franchise and other taxes in the jurisdiction in which the Property is located. Potential Purchasers should consult their own tax advisers regarding the state and local tax consequences of an investment in the Trust.

PROSPECTIVE PURCHASERS SHOULD NOTE THAT A NUMBER OF ISSUES DISCUSSED IN THIS MEMORANDUM HAVE NOT BEEN DEFINITIVELY RESOLVED BY STATUTES, REGULATIONS, RULINGS OR JUDICIAL OPINIONS. ACCORDINGLY, NO ASSURANCES CAN BE GIVEN THAT THE CONCLUSIONS EXPRESSED HEREIN WILL BE ACCEPTED BY THE IRS, OR, IF CONTESTED, WOULD BE SUSTAINED BY A COURT, OR THAT LEGISLATIVE CHANGES OR ADMINISTRATIVE PRONOUNCEMENTS OR COURT DECISIONS MAY NOT BE FORTHCOMING THAT WOULD SIGNIFICANTLY ALTER OR MODIFY THE CONCLUSIONS EXPRESSED HEREIN. EACH PURCHASER MUST CONSULT ITS OWN TAX COUNSEL ABOUT THE TAX CONSEQUENCES OF AN INVESTMENT IN AN INTEREST.

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PLAN OF DISTRIBUTION

General

Subject to the terms and conditions set forth in this Memorandum, the Initial Beneficiary is offering Interests in the Trust for purchase by Accredited Investors. The Initial Beneficiary will only sell the Interests to Accredited Investors. The price of Interests will be for cash consideration (absent a financing arrangement secured by the Interests) and each Purchaser will be allocated a pro rata portion of the Loans.

Marketing of Interests

Offers and sales of Interests will be made on a "best efforts" basis by broker-dealers who have entered into selling agreements with the Trust and are members of the Financial Industry Regulatory Authority (the "Selling Group"). The Selling Group will receive sales commissions of up to $1,425,118, equal to up to an aggregate of 6.00% of the Maximum Cash Proceeds of this Offering, (i.e., cash paid by the Purchasers for their Interests excluding assumption of debt), provided, that this amount may vary if a modified commission rate is negotiated with a Selling Group member, in which case the commission rate will be the agreed-upon rate. In addition, the Selling Group members will collectively receive a marketing and due diligence allowance in the amount of up to 1.00% of the Maximum Cash Proceeds ($237,520). The commission and expenses payable to any member of the Selling Group shall be reduced to the extent that such amounts payable would exceed 1.2075% of the Maximum Transaction Amount of the Interests sold by such member. Clearview will receive an investor vetting fee in the amount of 0.10% of the Maximum Transaction Amount of this Offering (i.e., Maximum Cash Proceeds plus assumption of debt). Clearview will also receive a $5,000 per month advisory fee related to this Offering during the period in which the Offering remains open for sales. The Initial Beneficiary will be responsible for paying these fees out of the proceeds of the Offering. The Initial Beneficiary will incur organizational and offering expenses estimated at approximately 0.07% of the Maximum Transaction Amount.

The purchase price payable for Interests is based on the purchase of a 1.00% Interest at a price which results in Maximum Cash Proceeds being equal to up to 17.25% of the Maximum Transaction Amount. The Initial Beneficiary reserves the right to: (i) sell larger interests at a discount to such price (as determined by agreement between the Initial Beneficiary and such Purchaser); and (ii) arrange for financing secured by the Interests, which (a) may result in other Purchasers paying a greater or lesser purchase price, and (b) may modify the economic and/or tax benefits and burdens of the investment to such Purchasers.

Components of the fees and expenses of up to 7.00% of the Maximum Cash Proceeds may be reduced and/or eliminated at the discretion of the Trust. Certain members of the Selling Group may also agree to reduce their selling commissions for certain purchasers. If the fees are reduced, the purchase price of the Interest will also be reduced. Therefore, the Maximum Cash Proceeds invested will translate to a higher percentage interest in the Offering than if the fees had not been reduced.

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Broker-Dealer Disqualifying Events. The Interests will be offered and sold pursuant to an exemption from the registration requirements of the Securities Act, in accordance with Rule 506(b) of Regulation D, and in compliance with any applicable state securities laws. Effective September 23, 2013, the SEC adopted amendments to Rule 506 requiring certain disclosures to customers in connection with Regulation D private placement offerings, which includes this Offering. Specifically, the amendments require that the Master Trust notify you if the broker-dealers selling Interests in this Offering have experienced certain specified "disqualifying events," including certain criminal convictions, certain court injunctions and restraining orders, final orders of certain state and federal regulators and certain SEC disciplinary orders and SEC cease-and-desist orders, among other events.

Market participants, including brokers (each, a "Selling Broker") and investment advisers are used to place and advise on the Interests. Selling Brokers are third parties and not engaged to act as an agent of the Trust. These persons and entities are compensated by the Trust. Certain of the Selling Brokers that may sell Interests in this Offering have informed the Trust that they have been subject to certain of the "disqualifying events" under Rule 506, as set forth below. The Trust is required to provide this same information to you. As of the date of this Memorandum, we note the following:

Berthel, Fisher & Company Financial Services, Inc. ("BFC"). BFC may sell Interests in this Offering. Certain orders to which BFC is subject are as follows:

- On June 4, 2013, BFC entered into a consent order (the "SD Consent Order") with the state of South Dakota Division of Securities. The SD Consent Order is related to alleged violations of South Dakota statute 47-31B-412(d)(13) regarding the suitability of sales of certain alternative investments to residents of South Dakota. In connection with the SD Consent Order, BFC agreed to provide rescission to 12 investors in the aggregate amount of $69,000. In addition to the above, several representatives who are agents of BFC are restricted from the sale of securities pursuant to Regulation D of the Securities Act.

In addition to the BFC event, which was resolved as described above, from time to time any of the Selling Brokers' employees, associated persons or Affiliates (each, a "Regulated Person") may, themselves, incur one or more infractions relating to the relevant laws including, but not limited to, laws that govern the offer and sale of securities. If the Selling Broker is a member of the Financial Industry Regulatory Authority and the Regulated Person's infraction fits into certain categories, then such information can be found by reviewing the Regulated Person's file on BrokerCheck here: https://brokercheck.finra.org/.

Purchase Documents

To purchase Interests, the Purchase Documents must be properly completed, executed and delivered by the prospective Purchaser to the Initial Beneficiary. The execution of the Purchase Documents constitutes, when accepted by the Initial Beneficiary, execution by the prospective Purchaser of the Master Trust Agreement, as described in the Purchase Documents and the Master Trust Agreement.

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As required by the Purchase Documents, the purchase price due under the Purchase Documents shall be paid to the Initial Beneficiary simultaneously with the execution and delivery of the Purchase Documents. Wire transfer instructions shall be set forth in the Purchase Documents or otherwise provided by the Master Trust. In the event that an escrow account is required in connection with any of the Purchase Documents, the Initial Beneficiary shall make available an escrow account.

Acceptance of Purchasers

The Initial Beneficiary reserves the unconditional right to cancel or modify this Offering, reject purchases of Interests in whole or in part, waive conditions to the purchase of Interests, allow purchases of less than the minimum purchase price, discount the purchase price of the Interests, and vary the amount of commission paid to the Selling Group. The minimum amount of Interests that a prospective Purchaser completing a tax-deferred exchange under Section 1031 of the Code may purchase is $150,000 unless the Initial Beneficiary waives this minimum requirement. The minimum amount of Interests that a prospective Purchaser making a cash investment without a Section 1031 Exchange may purchase is $150,000, unless the Initial Beneficiary waives this minimum requirement. All proceeds from a potential Purchaser will be promptly returned if the offer to purchase is not accepted by the Initial Beneficiary.

Broker Dealer

Clearview Trading Advisors, Inc. ("Clearview"), a registered broker-dealer and member of the Financial Industry Regulatory Authority is assisting with certain aspects of the Offering. Clearview may be reached at (201)803-3125. Clearview will receive selling commissions as described above from the sale of the Interests sold by Clearview. In addition, Clearview will receive a $5,000 per month advisory fee related to this Offering during its open sales period. Mr. Michael Weitzner is a registered representative of Clearview. He also serves as a Managing Director of the Sponsor, for which he receives a fixed monthly salary. In such capacity he does not receive any selling compensation. Mr. Weitzner is not an Affiliate of the Sponsor.

You should consult with third party experts and conduct your own diligence regarding the Property and Interests before investing in an Interest.

Indemnification

The Initial Beneficiary will agree, along with each broker-dealer participating in the Offering, to indemnify each other against certain liabilities including liabilities under the Securities Act, the Securities Exchange Act of 1934, as amended, and state securities laws.

Limitation of Offering

The offer and sale of the Interests offered herein are made in reliance upon exemptions from securities registrations afforded by Section 4(a)(2) of the Securities Act, Rule 506(b) of Regulation D as promulgated by the SEC under the Securities Act and state securities laws. Accordingly, distribution of this Memorandum for purposes of the sale of Interests has been strictly limited to Accredited Investors and does not constitute an offer to sell any Interests or a solicitation of an offer to buy any Interests with respect to any person not satisfying those qualifications.

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WHO MAY INVEST

We will offer and sell the Interests in reliance on an exemption from securities registration afforded by Section 4(a)(2) of the Securities Act, Rule 506(b) of Regulation D promulgated by the SEC under the Securities Act and state securities laws. Accordingly, distribution of this Memorandum has been strictly limited to persons who meet the requirements and make the representations set forth below. We reserve the right, in our sole discretion, to reject any subscription based on any information that may become known or available to us about the suitability of a prospective purchaser or for any other reason.

An investment in the Interests 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. Only investors who (i) purchase the minimum Interest amount as set forth in this Memorandum, and (ii) represent in writing that they meet the investor suitability requirements set by us and as may be required under federal or state law, may acquire Interests. The written representations you make will be reviewed to determine your suitability.

The investor suitability requirements stated below represent minimum suitability requirements established by the Initial Beneficiary for Purchasers. However, your satisfaction of these requirements will not necessarily mean that the Interests are a suitable investment for you, or that the Initial Beneficiary will accept you as a Purchaser. Furthermore, the Initial Beneficiary may modify such requirements, in its sole discretion, and such modifications may change the suitability requirements for investors.

You must represent in writing that you meet, among others, all of the following requirements:

(a) You have received, read and fully understand this Memorandum, acknowledged the confidentiality of this Memorandum and its contents, including exhibits, and are basing your decision to invest on the information contained in this Memorandum. You have relied only on the information contained in this Memorandum and have not relied on any representations made by any other person;

(b) You understand that an investment in the Interests involves substantial risks and you are fully cognizant of and understand all of the risks relating to an investment in the Interests, including, but not limited to, those risks discussed in the "Risk Factors" section of this Memorandum;

(c) Your overall commitment to investments that are not readily marketable and include a high level of leverage is not disproportionate to your individual net worth, and your investment in the Interests will not cause such overall commitment to become excessive;

(d) You have adequate means of providing for your financial requirements, both current and anticipated, and have no need for liquidity in this investment;

(e) You can bear and are willing to accept the economic risk of losing your entire investment in the Interests;

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(f) You are acquiring the Interests for your own account and for investment purposes only and have no present intention, agreement or arrangement for the distribution, transfer, assignment, resale or subdivision of the Interests;

(g) You have such knowledge and experience in financial and business matters that you are capable of evaluating the merits of investing in the Interests and have the ability to protect your own interests in connection with such investment; and

(h) You will promptly provide the Trust with any information that the Trust deems necessary or advisable in order for it or any entity in which it owns an interest to comply with the Corporate Transparency Act (31 U.S.C. § 5336), enacted as part of the National Defense Authorization Act for fiscal year 2021, as amended, and the rules and regulations promulgated thereunder (the "CTA"), including, but not limited to, your true and correct information required under the CTA and such information or documents as may be necessary in order for the Trust or any entity in which the Trust holds an interest to determine whether you are a beneficial owner of the Trust or any entity in which the Trust holds an interest.

(i) You are an "Accredited Investor" as defined in Rule 501(a) of Regulation D under the Securities Act, which is any:

- Natural person that has: (i) an individual net worth, or joint net worth with his or her spouse, excluding primary residence, of more than $1,000,000 or (ii) individual income in excess of $200,000, or joint income with his or her spouse in excess of $300,000, in each of the two most recent years and has a reasonable expectation of reaching the same income level in the current year;

- Corporation, business trust, partnership, limited liability company or organization described in Code Section 501(c)(3), not formed for the specific purpose of acquiring Interests, with total assets over $5,000,000;

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

- Broker-dealer registered under Section 15 of the Securities Exchange Act of 1934;

- Investment company registered under the Investment Company Act of 1940 or a business development company (as defined in Section 2(a)(48) of the Investment Company Act of 1940);

- Small business investment company licensed by the Small Business Administration under Section 301(c) or (d) or the Small Business Investment Act of 1958, as amended;

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- Private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended);

- Bank as defined in Section 3(a)(2) of the Securities Act, any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity, or any insurance company as defined in Section 2(a)(13) of the Securities Act;

- Plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets of more than $5,000,000;

- Entity in which all of the equity owners are Accredited Investors; or

- Natural person who is a director, manager or executive officer of the issuer of the Sponsor, Initial Beneficiary or any of their Affiliates.

For purposes of this definition, "net worth" is defined as the difference between total assets (excluding one's primary residence, home furnishings and personal automobiles) and total liabilities. In the case of fiduciary accounts, the net worth and/or income suitability requirements must be satisfied by the beneficiary of the account or by the fiduciary, if the fiduciary directly or indirectly provides funds for the purchase of the Interests.

Interests may not be suitable investments for a foreign person. Therefore, this Memorandum does not discuss the risks that may be associated with an investment in an Interest by such foreign person. Non-U.S. Purchasers are advised to consult independent advisors and perform independent due diligence.

IF YOU DO NOT MEET THE REQUIREMENTS DESCRIBED ABOVE, IMMEDIATELY RETURN THIS MEMORANDUM TO THE TRUST OR THE APPLICABLE SELLING GROUP MEMBER. IN THE EVENT YOU DO NOT MEET SUCH REQUIREMENTS, THIS MEMORANDUM WILL NOT CONSTITUTE AN OFFER TO SELL INTERESTS TO YOU.

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ADDITIONAL INFORMATION

You should read carefully both this Memorandum, together with the documents and additional information that you have been provided access to available in the online due diligence data room that will be made available by the Sponsor (the "Data Room") to which access will be provided upon your written request.

The Sponsor intends to maintain an investor portal to offer investment and tax reporting information relating to the Trust and each Purchaser's investment in the Trust in a paperless manner. Additionally, the investor portal will allow Purchasers to view certain documents related to their investment in the Trust, such as the Master Trust Agreement, to update their addresses and provide third parties (such as accountants, attorneys, or other advisors) with limited access to retrieve specific investment tax documentation.

We urge you to read the Master Trust Agreement, the Loan documents, and all other agreements provided in the Data Room because they, and not the description of such documents in this Memorandum, define your rights and obligations as a Beneficial Owner. We strongly encourage you to have independent legal counsel closely review this Memorandum, the documents attached hereto and all documents provided in the Data Room. You may request access to the Data Room or any additional information by contacting:

Dean Torgersen
DTorgersen@netleasecapital.com
Net Lease Capital Advisors LLC
10 Tara Blvd, Suite 501
Nashua, NH 03062
(603) 966-0204

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EXHIBIT A

Form of Investor Questionnaire

NLC Financial Service HQ DST
Investor Questionnaire

Dear Investor:

We would like to take this opportunity to thank you for your interest in purchasing beneficial interests in **NLC Financial Service HQ DST**. In order to complete our review of this transaction, please provide the following information regarding your desired investment:

Name of Investor: _____
Ownership/Registration Name: _____
[Please note that if this is a Section 1031 exchange, the replacement property must be held in exactly the same name as the relinquished property. List the name(s) exactly as they appeared on the title of the relinquished property.]

Private Placement Memorandum #: _____

Type of Investment:

☐ Section 1031 tax-deferred exchange. (If selected, please complete Section III).
☐ Section 1031 tax-deferred exchange + Cash investment. (If selected, please complete Section III).
☐ Cash investment.

Amount of Equity Investment: $_____
Adjustment (If Applicable): $_____
Final Equity Investment: $_____

Funds to Close: Please indicate how you will be purchasing your interest. Please note that checks are not accepted.

☐ Funds will be wired by my qualified intermediary (the holder of the exchange proceeds from my relinquished property).
☐ Funds will be wired by the named Investor.

In addition, in order to complete our review of your potential investment, the following information is required:

☐ **Investor Questionnaire** (attached): please complete, sign and date, along with government issued ID (copy of driver's license or passport).
☐ **Entity Documentation** (i.e., trust certificate and trust agreement, as amended; corporate bylaws; partnership agreement; operating agreement; limited liability company agreement and resolution, as applicable along with the formation documents for the entity (i.e., articles of incorporation or articles of organization)). [Please note that the documentation submitted **must include documents evidencing signing authority** and should include any and all amendments.]
☐ **Approvals** (Broker Dealer and RIA – see pages 2 and 3)
☐ **Consent of Spouse** (see page 25): if applicable, please complete, sign and date

Please complete and return all documentation to: Clearview Trading Advisors Inc., 10 Glenwood Road, Suite 1A, Tenafly,

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New Jersey 07670, or via e-mail to vetting@clearviewtrading.com

For questions or assistance, please contact (201) 803-3125 or vetting@clearviewtrading.com

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NLC FINANCIAL SERVICE HQ DST

Investment Approval

BROKER-DEALER PRINCIPAL or RIA PRINCIPAL APPROVAL
and BROKER-DEALER CERTIFICATION
(A Principal of the Broker-Dealer or RIA must approve and sign below)

The investment provided for herein is approved.

If done through a **Broker-Dealer**, it is pursuant to the terms and conditions of the executed Participating Broker-Dealer Agreement for the Offering. The undersigned party hereby represents and warrants that neither the firm, nor any of its principals, is **subject to any of the "Bad Actor" disqualifications** described in Rule 506(d) under the Securities Act of 1933, as amended, except for such event: (1) contemplated by Rule 506(d)(2) of the Securities Act of 1933, as amended, and (2) a reasonably detailed written description of which has been furnished to Clearview Trading Advisors Inc.

Printed Name: _____

Signature: _____ **Date:** _____

B/D Name/ CRD#: _____

RIA Name: _____

Address: _____

City/ State/ Zip: _____

Phone: _____

E-mail: _____

Please complete and return all documentation to: Clearview Trading Advisors Inc., 10 Glenwood Road, Suite 1A, Tenafly, New Jersey 07670, or via e-mail to vetting@clearviewtrading.com

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FINANCIAL ADVISOR APPROVAL and CERTIFICATION
(Financial Advisor must approve, certify, and sign below)

The investment provided for herein is approved pursuant to the terms and conditions of the executed Participating Broker-Dealer Agreement for the Offering.

The undersigned Financial Advisor hereby represents and warrants that he or she will comply with the applicable requirements of the Securities Act of 1933, as amended, and the published rules and regulations of the Securities and Exchange Commission thereunder, and applicable blue sky or other state securities laws, as well as the rules and regulations of FINRA or any other applicable regulatory authority. The undersigned further represents and warrants that he or she is **not subject to any of the "Bad Actor" disqualifications** described in Rule 506(d) under the Securities Act of 1933, as amended, except for such event: (1) contemplated by Rule 506(d)(2) of the Securities Act of 1933, as amended, and (2) a reasonably detailed written description of which has been furnished to **Clearview Trading Advisors Inc.**

Printed Name: _____

Signature: _____ **Date:** _____

B/D Name: _____

RIA Name: _____

Address: _____

City/ State/ Zip: _____

Phone: _____

E-mail: _____

Additional Advisor E-mails to include: _____

_____

_____

_____

Please check one box:

- ☐ **The Advisor/Rep is licensed in the state of the investment (e.g., the investor's state of residence)**
- ☐ **OR is relying on a de minimis exemption in such state.**

Please complete and return all documentation to: Clearview Trading Advisors Inc., 10 Glenwood Road, Suite 1A, Tenafly, New Jersey 07670, or via e-mail to vetting@clearviewtrading.com

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NLC FINANCIAL SERVICE HQ DST

Instructions to Investor Questionnaire

Please read carefully the Private Placement Memorandum for the beneficial interests ("**Interests**") in **NLC FINANCIAL SERVICE HQ DST**, a Delaware statutory trust (the "**Master Trust**"), dated March 11, 2026 (as amended and supplemented from time to time, the "**Private Placement Memorandum**"), and all exhibits thereto, before deciding to purchase the Interests. Terms not defined herein shall have the same meanings as in the Private Placement Memorandum.

This private offering of Interests is limited to an investor who certifies that he, she or it is an "accredited investor," as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended, and meets all of the qualifications set forth in the Private Placement Memorandum. If you meet these qualifications and desire to purchase an Interest, then please follow the instructions below to complete your purchase.

ALL INFORMATION CONTAINED IN THIS INVESTOR QUESTIONNAIRE WILL BE TREATED CONFIDENTIALLY. However, the investor understands and agrees that NLC Financial Service HQ Holdings LLC, a Delaware limited liability company (the "**Seller**"), or Clearview Trading Advisors may present, upon giving prior notice to the investor, the Investor Questionnaire to such parties as the Seller or Clearview Trading Advisors deems appropriate if called upon to establish that the issuance of the Interests is exempt from the registration or qualification requirements of federal and state securities laws; provided, however, that the Seller or Clearview Trading Advisors need not give prior notice to the investor of its presentation of the Investor Questionnaire to their regularly employed legal, accounting and financial advisors and need not give prior notice to the investor if the Investor Questionnaire is required to be disclosed to any person under applicable law.

EACH PROSPECTIVE INVESTOR SHOULD EXAMINE THE SUITABILITY OF THIS TYPE OF PURCHASE OF SECURITIES IN THE CONTEXT OF HIS, HER OR ITS OWN NEEDS, PURCHASE OBJECTIVES AND FINANCIAL CAPABILITIES AND SHOULD MAKE HIS, HER OR ITS OWN INDEPENDENT INVESTIGATION AND DECISION AS TO SUITABILITY AND RISK. IN ADDITION, EACH PROSPECTIVE INVESTOR IS ENCOURAGED TO CONSULT WITH HIS, HER OR ITS ATTORNEY, ACCOUNTANT, FINANCIAL CONSULTANT OR OTHER BUSINESS OR TAX ADVISOR REGARDING THE RISKS AND MERITS OF THE PROPOSED PURCHASE.

Net Lease Capital Advisors LLC, a Delaware limited liability company (the "**Sponsor**"), has prepared the Private Placement Memorandum solely for the benefit of persons interested in acquiring Interests. The Private Placement Memorandum contains summaries of certain agreements and other documents. Although the Sponsor believes those summaries are accurate, potential Investors should refer to the actual agreements and documents available in the online due diligence data room that will be made available by the Sponsor (the "**Data Room**") for more complete information about the rights, obligations and other matters in the agreements and documents (such agreements and documents, together with this Memorandum, are referred to as the "**Data Room Documents**"). The recipient of the Data Room Documents agrees to keep the contents of such Data Room Documents confidential and not to duplicate or furnish copies of the Data Room Documents to any person other than such recipient's advisors, and further agrees promptly to return the Data Room Documents to the Seller if: (1) the recipient decides not to purchase the Interests; (2) the recipient's purchase offer is rejected; (3) the recipient's purchase of the Interests is not consummated; or (4) the Offering is terminated prior to a purchase by the recipient. Prospective investors are strongly encouraged to have independent legal counsel closely review the Private Placement Memorandum and Data Room Documents.

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INSTRUCTIONS TO INVESTORS FOR PURCHASING INTERESTS:

1. You must complete, sign and date the Investor Questionnaire according to the following instructions:

   Whether the investor is an entity or an individual will determine which Sections of the Investor Questionnaire need to be completed.

   (a) **If the investor is an entity, Part A of Section I of the Investor Questionnaire (starting on page 6) is to be filled out on behalf of the entity executing the purchase of the Interests.** If the entity has at least $5,000,000 in assets, only one controlling individual of the entity needs to complete Part B of Section I of the Investor Questionnaire (starting on page 10). If the entity does not have at least $5,000,000 in assets, each equity owner of the entity needs to complete his or her own Individual Investor Questionnaire in Part B of Section I of the Investor Questionnaire.

   (b) **If the investor is an individual, Part B of Section I of the Investor Questionnaire is to be filled out by the individual investor.**

   We also need a signed W-9 for each investor and a copy of each individual's government issued identification (i.e., driver's license) (for those individuals that fill out Part B of Section I of the Investor Questionnaire). If the investor is an entity, we will need copies of the entity's incorporation or formation documents, and governing documents (bylaws, partnership agreement, operating agreement, limited liability company agreement, trust agreement, etc.).

2. Unless instructed otherwise, the Investor should answer each question of the Investor Questionnaire. If the answer to a particular question is "None" or "Not Applicable," please so state. If the Investor Questionnaire does not provide sufficient space to answer a question, please attach a separate schedule to your executed Investor Questionnaire that indicates which question is being answered thereon.

3. Deliver the completed and signed Investor Questionnaire to your financial advisor.

4. Your financial advisor will forward the documents to his/her Broker-Dealer or Registered Investment Advisor. The Broker-Dealer or Registered Investment Advisor will then forward the documents to Clearview Trading Advisors – 10 Glenwood Road Suite 1A, Tenafly, NJ 07670 or via e-mail to vetting@clearviewtrading.com.

5. If your investment is part of an Internal Revenue Code section 1031 ("Section 1031") tax-deferred exchange: The Seller and the qualified intermediary (the holder of the exchange proceeds from your relinquished property) will coordinate the payment for the purchase of the Interests. Upon receiving the separate Contract of Sale and the necessary instructions from the Seller, the qualified intermediary will wire the funds from the qualified escrow account to the Seller.

6. If your investment is a direct investment: Payment for the purchase of Interests must be made by wiring the funds directly to the Seller. Please contact Investor Services at NLCA Real Estate LLC (603-686-8276) for the necessary wiring instructions.

7. Closing Documents will be delivered by e-mail: Once the purchase of Interests is complete and accepted by the Seller, copies of the fully executed Investor Questionnaire will be delivered to the Investor by email to the email address provided by Investor.

   Please note that investments will not be accepted from, or on behalf of tax-exempt entities, including but not limited to qualified employee pension and profit-sharing trusts, individual retirement accounts, Simple 401(k) plans, annuities and charitable remainder trusts.

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INVESTOR QUESTIONNAIRE

SECTION I – OWNERSHIP AND INVESTOR INFORMATION

A. PLEASE COMPLETE THE FOLLOWING FOR AN ENTITY (TRUST, CORPORATION, PARTNERSHIP, OR LIMITED LIABILITY COMPANY):

Name of Entity: _____

Entity Address: _____

City / State / Zip: _____

Email Address: _____

Entity Taxpayer Identification Number: _____

Names of Trustee(s)/Equity Owners/Signatories:	Ownership Percentage (must total 100%):
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

Type of entity: ☐ Trust ☐ Corporation ☐ Partnership ☐ Limited Liability Company

Trust – If purchasing as a **trust**, the investor must submit the following: (1) a copy of the trust's Trust Agreement and any amendment; and (2) a completed Trust Certificate (Appendix A).

Please note: If an investor is purchasing Interests through a trust that is a taxpaying entity, then all trustees must complete and execute the Investor Questionnaire on behalf of the trust and all questions concerning income, assets, and accreditation will pertain to the trust. If, on the other hand, the trust is not the taxpaying entity with respect to this investment (e.g., a grantor trust), then the person paying the tax on the trust's income (the "**taxpayer**") must complete and execute the Investor Questionnaire and all questions concerning income, and assets will pertain to the taxpayer.

Corporation – If purchasing as a **corporation**, the investor must submit the following: (1) a copy of the corporation's bylaws, with any and all amendments; (2) a completed Incumbency Certificate (Appendix B); and (3) a completed Corporate Resolution or Officer's Certificate (Appendix C or Appendix D).

Partnerships – If purchasing as a **partnership**, the investor must submit the following: (1) a copy of the

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Partnership Agreement, with any and all amendments; and (2) a completed Partnership Resolution (Appendix E).

Limited Liability Company – If purchasing as a **limited liability company**, the investor must submit the following: (1) a copy of the Operating Agreement or Limited Liability Company Agreement, as applicable, with any and all amendments; and (2) a completed LLC Resolution (Appendix F).

For Revocable Trusts: Please initial the statement or statements below that truthfully describe the investor:

_____ Investor is a revocable trust: (1) not formed for the specific purpose of acquiring the securities offered; (2) with total assets in excess of $5,000,000; and (3) with the power and authority to execute and comply with the terms of the separate Contract of Sale.

_____ Investor is a revocable trust in which the trustee, or co-trustee, is a bank, insurance company, registered investment company, business development company, or small investment company.

_____ Investor is a trust in which each grantor is either:

(a) a natural person whose individual net worth or joint net worth with that person's spouse, exceeds $1,000,000 at the time of purchasing the Interests; *provided*, that for purposes of calculating such net worth: (1) the person's primary residence shall not be included as an asset; (2) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the closing of the person's acquisition of the Interests, shall not be included as a liability; *provided, however*, that if the amount of such indebtedness outstanding at the time of the closing of the person's acquisition of the Interests exceeds the amount of indebtedness outstanding 60 days before such time, other than as a result of the acquisition of the primary residence (such as, for example, if the person takes out a home equity loan that is not used to acquire a primary residence during such 60-day time frame), the amount of such new indebtedness shall be included as a liability; and (3) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability; OR

(b) a natural person who had individual income in excess of $200,000 in each of the two most recent preceding full calendar years or joint income with their spouse in excess of $300,000 in each of those years, and who has (individually or with their spouse) a reasonable expectation of reaching the same income level in the current year.

For Irrevocable Trusts: Please initial the statement below that truthfully describes the investor:

_____ Purchaser is an irrevocable trust: (1) not formed for the specific purpose of acquiring the securities offered; (2) with total assets in excess of $5,000,000; and (3) with the power and authority to execute and comply with the terms of the separate Contract of Sale.

_____ Purchaser is a trust in which the trustee, or co-trustee, of the trust is a bank, insurance company, registered investment company, business development company, or small investment company.

For All Other Entity Types (Corporation, Partnership, Limited Liability Company): Please initial the statement or statements below that truthfully describe the investor:

_____ Investor is an entity, corporation, a business, a partnership or a limited liability company: (1)

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not formed for the specific purpose of acquiring the securities offered; (2) with total assets in excess of $5,000,000; and (3) with the power and authority to execute and comply with the terms of this Investor Questionnaire and the separate Contract of Sale.

(IF THIS ELECTION IS MADE, ONE CONTROLLING INDIVIDUAL OF THE ENTITY WILL NEED TO COMPLETE PART B OF SECTION I OF THE INVESTOR QUESTIONNAIRE, AND PROVIDE A COPY OF SUCH INDIVIDUAL'S DRIVER'S LICENSE)

_____ Investor is any of the following: (1) a bank or savings and loan association or other institution acting in its individual or fiduciary capacity; (2) a broker or dealer; (3) an insurance company; (4) an investment company or a business development company under the Investment Company Act of 1940; (5) a private business development company under the Investment Advisers Act of 1940, as amended (the "**Investment Advisers Act**"); or (6) a Small Business Investment Company licensed by the U.S. Small Business Administration.

_____ Investor is an entity in which all the equity owners are either:

(a) natural persons whose individual net worth or joint net worth with that person's spouse, exceeds $1,000,000 at the time of purchasing the Interests; *provided*, that for purposes of calculating such net worth: (1) the person's primary residence shall not be included as an asset; (2) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the closing of the person's acquisition of the Interests, shall not be included as a liability; *provided, however*, that if the amount of such indebtedness outstanding at the time of the closing of the person's acquisition of the Interests exceeds the amount of indebtedness outstanding 60 days before such time, other than as a result of the acquisition of the primary residence (such as, for example, if the person takes out a home equity loan that is not used to acquire a primary residence during such 60-day time frame), the amount of such new indebtedness shall be included as a liability; and (3) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability; OR

(b) natural persons who had individual income in excess of $200,000 in each of the two most recent preceding full calendar years or joint income with their spouse in excess of $300,000 in each of those years, and who have (individually or with their spouse) a reasonable expectation of reaching the same income level in the current year.

(IF THIS ELECTION IS MADE, EACH EQUITY OWNER WILL NEED TO COMPLETE PART B OF SECTION I OF THE INVESTOR QUESTIONNAIRE, AND PROVIDE A COPY OF HIS OR HER DRIVER'S LICENSE)

_____ Investor is a Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act.

_____ Investor is any of the following: (a) a family office, as defined in rule 202(a)(11)(G)–1 of the Investment Advisers Act, with assets under management in excess of $5,000,000, that is not formed for the specific purpose of acquiring an Interest, and whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of an investment in an Interest, or (b) a family client, as defined in rule 202(a)(11)(G)–1 of the Investment Advisers Act, of a family office meeting the requirements described in the preceding clause (A) and whose purchase is directed by such family office.

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_____ Investor is an investment adviser registered pursuant to section 203 of the Investment Advisers Act or registered pursuant to the laws of a state or an investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the Investment Advisers Act.

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B. PLEASE COMPLETE THE FOLLOWING FOR INDIVIDUALS:

Name of Investor: _____

Name of Joint Investor (if applicable): _____

Each investor must initial the statement or statements below that truthfully describe him or her:

_____ I am a natural person whose individual net worth or joint net worth with that person's spouse (or spousal equivalent), exceeds $1,000,000 at the time of purchasing the Interests; *provided*, that for purposes of calculating such net worth: (1) my primary residence shall not be included as an asset; (2) indebtedness that is secured by my primary residence, up to the estimated fair market value of the primary residence at the time of the closing of my acquisition of the Interests, shall not be included as a liability; provided, however, that if the amount of such indebtedness outstanding at the time of the closing of my acquisition of the Interests exceeds the amount of indebtedness outstanding 60 days before such time, other than as a result of the acquisition of the primary residence (such as, for example, if I take out a home equity loan that is not used to acquire a primary residence during such 60-day time frame), the amount of such new indebtedness shall be included as a liability; and (3) indebtedness that is secured by my primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability.

_____ I am a natural person who had an individual income in excess of $200,000 in each of the two most recent preceding full calendar years or joint income with my spouse (or spousal equivalent) in excess of $300,000 in each of those years, and I have (individually or with my spouse) a reasonable expectation of reaching the same income level in the current year.

_____ I am a natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution designated by the SEC, which the SEC has currently designated as any one or more of a Series 7, Series 65 or Series 82 FINRA license.

_____ I am a natural person who is a "knowledgeable employee," as defined in Rule 3c-5(a)(4) of the Investment Company Act of 1940, as amended ("**Investment Company Act**"), of the issuer of the securities where the issuer would be an investment company but for the exclusion provided by either Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act.

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INVESTOR INFORMATION: TO BE COMPLETED BY (1) ONE CONTROLLING INDIVIDUAL (IF THE ENTITY HAS ASSETS IN EXCESS OF $5,000,000), (2) EACH EQUITY OWNER OF THE ENTITY (IF THE ENTITY HAS LESS THAN $5,000,000 IN ASSETS), OR (3) THE INDIVIDUAL

	Primary Investor	Joint Investor (if applicable)
Name:		
Date of Birth:		
Social Security No.:		

Primary Investor Home Address: _____

Primary Investor City / State / Zip: _____

Primary Investor Mailing Address: _____

Primary Investor City / State / Zip: _____

Primary Investor Phone No: _____

Primary Investor E-Mail Address: _____

Verification Information

For Primary Investor:

Valid Type of Government Issued ID: ☐ Driver's License ☐ Passport ☐ Other

Issuer _____ ID Number _____

Date of Issuance _____ Date of Expiration _____

(*Please include a copy of the government issued ID written in above)

For Joint Investor (if applicable):

Valid Type of Government Issued ID: ☐ Driver's License ☐ Passport ☐ Other

Issuer _____ ID Number _____

Date of Issuance _____ Date of Expiration _____

(*Please include a copy of the government issued ID written in above)

Primary Investor Profile

Marital Status: ☐ Single ☐ Married ☐ Divorced ☐ Widowed

Primary Investor Employment Information:

Employer (if self-employed, please specify name of business) Occupation # of years at this employer

Employer Address City State Zip Code

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Investor Disclosures:

Is Investor an officer, director or 10% shareholder of any publicly trading company? Yes ☐ No ☐

Employed by, or associated with the securities industry or a financial regulatory agency Yes ☐ No ☐

If "Yes", specify name, relationship, and position:
(Note: If the answer to the above question is, or becomes "Yes", advise your supervising manager)

Financial Background:

Annual income from all sources:

Net Worth (do not include the value of a personal residence, home furnishings or automobiles):

Net Liquid Worth:

Primary Investment Objective: (check one):

Capital Preservation ☐ Income ☐ Growth ☐ Speculation ☐

What other types of investments do you presently hold?

How many years of investment experience do you have?

Education:

Please list educational Institutions with dates and any degrees attained:

Institution 1: _____ Dates Attended: _____ Degree Attained:

Institution 2: _____ Dates Attended: _____ Degree Attained:

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INVESTOR QUESTIONNAIRE
SECTION II – W-9

On the following page, please enter the EIN of the investor entity. For a purchase as an Individual, enter your social security number, sign and date. If the investor is an entity, enter the EIN for the entity, sign, and date.

[This page serves as a placeholder. Once a PDF of this Investor Questionnaire is created, we will drop in the fillable PDF of W-9 which will be separately provided to Document Production to add here and delete this page.]

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INVESTOR QUESTIONNAIRE

SECTION III – SECTION 1031 INVESTORS ONLY

I (we) hereby provide the following information pertaining to my (our) Qualified Intermediary for this acquisition. I (we) request and authorize my (our) Qualified intermediary to furnish the Seller any information requested regarding my (our) Section 1031 exchange.

The following Qualified Intermediary is authorized and instructed to fund all equity due to close the transaction prior to the scheduled closing date:

Company Name: _____

Exchange Coordinator/ Team: _____

Address: _____

City / State / Zip Code: _____

Telephone No.: _____

Facsimile No.: _____

E-mail Address: _____

Is escrow closed (please check one): ☐ Yes ☐ No

Closing date of relinquished property: _____

I (we) instruct my (our) Qualified Intermediary to wire (check only one box):

☐ All funds held by the Qualified Intermediary in the qualified escrow account, which is $_____, excluding any accumulated interest and expenses that cause the amount to be less than a whole dollar (rounding up or down), with the understanding that these costs will be treated as boot.

☐ Only $_____held by the Qualified Intermediary in the qualified escrow account.

Investor Signature – If a natural person:

Signature: _____

Name: _____

(If Joint Ownership: to be signed by joint owner.)

Signature: _____

Name: _____

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Investor Signature – If not a natural person:

Name of Entity: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Name _____

Signature _____

Name _____

Signature _____

Name: _____

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INVESTOR QUESTIONNAIRE

SECTION IV – INVESTOR REPRESENTATIONS AND COVENANTS

Individual Investor Representations:

By executing the signature page to this Investor Questionnaire, I represent that:

(a) I have sufficient knowledge and experience in similar investments to evaluate the merits and risks of an investment in a 1031 transaction, or I have retained an attorney, accountant, financial advisor or consultant as my investor representative. If applicable, the name, employer, address, and telephone number of my investor representative follows:

(b) I and, if applicable, my investor representative, have received the Private Placement Memorandum and the Master Trust Agreement for the Interests in the Master Trust dated as of March 11, 2026 (the "**Trust Agreement**"); and I and, if applicable, my investor representative, understand the Private Placement Memorandum and the Trust Agreement and the risks involved in this offering. I and, if applicable, my investor representative have been given the opportunity to ask questions and obtain material and relevant information from the Seller enabling me to make an informed investment decision. All data that I and, if applicable, my investor representative, have requested has been furnished to me.

(c) Any Interests I may acquire will be for my own account for investment and not with any view to the distribution thereof, and I will not sell, assign, transfer or otherwise dispose of any of the Interests, or any interest therein, in violation of the Securities Act or any applicable state securities law.

(d) I understand that any Interests I may acquire will not be registered under the Securities Act or any applicable state securities law and may not be sold or otherwise disposed of unless registered or sold or otherwise disposed of in a transaction that is exempt from such registration.

(e) If applicable, I have not incurred any debt secured by my primary residence for the purpose of inflating my net worth to qualify as an accredited investor or for the purpose of raising funds to invest in the Interests. Between the date I complete this Investor Questionnaire and the date the Interests are sold, I do not intend to, and will not, incur any debt to be secured by my primary residence for the purpose of either inflating my net worth to qualify as an accredited investor or raising funds to invest in the Interests.

(f) I understand that the Seller and others will rely upon the completeness and accuracy of the Investor's responses to the questions in this Investor Questionnaire in establishing that the contemplated transactions are exempt from registration or qualification under federal and state securities law and hereby affirm that all such responses are accurate and complete. I will notify the Seller immediately of any changes in any of such information occurring prior to the acceptance of my subscription.

Individual Investor Covenants: The Corporate Transparency Act

In connection with, and insofar as it relates to, my investment and the Master Trust, I agree to promptly provide the Master Trust with any information that the Master Trust deems necessary or advisable in order for it or any entity in which it owns interest to comply with the Corporate Transparency Act (31 U.S.C. § 5336), enacted as part of the National Defense Authorization Act for fiscal year 2021, as amended, and the rules and regulations promulgated thereunder (the "**CTA**"), or an act or legislation requesting information akin to the CTA, including, but not limited to, my true and correct information required under the CTA and such information or documents as may be necessary in order for the Master Trust or any entity in which the Master Trust holds an interest to determine whether I am a beneficial owner of the Master Trust or any

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entity in which the Master Trust holds an interest (collectively, "**Beneficial Ownership Information**").

If applicable, I agree to notify the Master Trust of any:

- Change or inaccuracy in or to any of the CTA information most recently provided to the Master Trust, including a change in my legal name, date of birth, or residential street address; and
- Amendment, modification, supplement, or other material change in or to any Beneficial Ownership Information previously provided to the Master Trust.

Important Information: Delaware Statutory Trust 1031 Exchanges are transactions with unique tax and liquidity issues. Before investing, these risks should be reviewed with a qualified tax professional to fully understand these issues and to ensure they are aligned with your investment objectives. In order to analyze the suitability of each 1031 transaction, the Seller, the Sponsor or Clearview will be asking for documentation from either you or your Qualified Intermediary to document your initial real estate sale. None of the Seller, the Sponsor or Clearview is providing you legal, financial, investment or tax advice.

Entity Investor Representations:

By executing the signature page to this Investor Questionnaire, the entity represents that:

(a) The entity has, and if applicable, its officers, employees, directors, and equity owners have, sufficient knowledge and experience in similar investments to evaluate the merits and risks of an investment in a 1031 transaction, or the entity has retained an attorney, accountant, financial advisor or consultant as its investor representative. If applicable, the name, employer, address, and telephone number of its investor representative follows:

(b) The entity and, if applicable, its investor representative, has received the Private Placement Memorandum and the Trust Agreement; and it and, if applicable, its investor representative, understand the Private Placement Memorandum and the Trust Agreement and the risks involved in this offering. The entity and, if applicable, its investor representative, have been given the opportunity to ask questions and obtain material and relevant information from the Seller enabling it to make an informed investment decision. All data that the entity and, if applicable, its investor representative, have requested has been furnished to it.

(c) Any Interests the entity may acquire will be for its own account for investment and not with any view to the distribution thereof, and the entity will not sell, assign, transfer or otherwise dispose of any of the Interests, or any interest therein, in violation of the Securities Act or any applicable state securities law.

(d) The entity understands that any Interests it may acquire will not be registered under the Securities Act or any applicable state securities law and may not be sold or otherwise disposed of unless registered or sold or otherwise disposed of in a transaction that is exempt from such registration.

(e) The entity understands that the Seller and others will rely upon the completeness and accuracy of the Investor's responses to the questions in this Investor Questionnaire in establishing that the contemplated transactions are exempt from the registration or qualification under federal and state securities laws and hereby affirm that all such responses are accurate and complete. The entity will notify the Seller immediately of any changes in any of such information occurring prior to the acceptance of its subscription.

(f) The entity confirms that it has, and will exercise, independent judgment in evaluating the offering and any recommendations related thereto.

Entity Investor Covenants: The Corporate Transparency Act

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In connection with, and insofar as it relates to, the entity's investment and the Master Trust, the entity agrees to promptly provide the Master Trust with any information that the Master Trust deems necessary or advisable in order for it or any entity in which it owns interest to comply with the Corporate Transparency Act (31 U.S.C. § 5336), enacted as part of the National Defense Authorization Act for fiscal year 2021, as amended, and the rules and regulations promulgated thereunder (the "**CTA**"), including, but not limited to, the entity's, or its natural owner's or controller's, true and correct information required under the CTA; and such information or documents as may be necessary in order for the Master Trust or any entity in which the Master Trust holds an interest to determine whether the entity or its owners are beneficial owners of the Master Trust or any entity in which the Master Trust holds an interest (collectively, "**Beneficial Ownership Information**").

If applicable, the entity agrees to notify the Master Trust of any:

- Change or inaccuracy in or to any of the CTA information most recently provided to the Master Trust, including a change in legal name, date of birth of individual owners, or residential street address; and
- Amendment, modification, supplement, or other material change in or to any Beneficial Ownership Information previously provided to the Master Trust.

Important Information: Delaware Statutory Trust 1031 Exchanges are transactions with unique tax and liquidity issues. Before investing, these risks should be reviewed with a qualified tax professional to fully understand these issues and to ensure they are aligned with your investment objectives. In order to analyze the suitability of each 1031 transaction, the Seller, the Sponsor or Clearview will be asking for documentation from either you or your Qualified Intermediary to document your initial real estate sale. None of the Seller, the Sponsor or Clearview is providing you legal, financial, investment or tax advice.

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INVESTOR QUESTIONNAIRE

SIGNATURE PAGE TO INVESTOR QUESTIONNAIRE

ALL AUTHORIZED PERSONS MUST SIGN.

I (we) acknowledge and agree to all of the representations, warranties and covenants contained in Section IV of this Investor Questionnaire.

Executed this ____day of _____, 20____
(Date must be completed.)

<u>If a natural person</u>:

Signature: _____
Name: _____

(If Joint Ownership: to be signed by joint owner.)

Signature: _____
Name: _____

<u>If not a natural person</u>:

Name of Entity: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Name _____

Signature _____

Name _____

Signature _____

Name: _____

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INVESTOR QUESTIONNAIRE

APPENDIX A – TRUST CERTIFICATE

1. The title of the Trust to which this Certificate applies is: _____
2. The date of the Trust Agreement is: _____
3. The date of the last amendment to the Trust Agreement (if any) is: _____
4. The grantor(s) or testator(s) of the Trust is/are: _____
5. The Seller has the authority to accept orders and other instructions relative to the Trust account from designated trustees, who are:

Trustee Name (please print)	Date of Birth	Trustee Name (please print)	Date of Birth
Trustee Name (please print)	Date of Birth	Trustee Name (please print)	Date of Birth
Trustee Name (please print)	Date of Birth	Trustee Name (please print)	Date of Birth

6. **Please select one of the following three options**:

☐ The trustee(s) listed above may act independently as provided in the Trust Agreement, and the execution by any one trustee can bind the Trust.

☐ The trustees listed above may act as a majority as provided in the Trust Agreement.

☐ The trustee(s) listed above must act unanimously as provided in the Trust Agreement, and the execution or authorization of all of the trustees is required to bind the Trust

7. The undersigned, constituting all of the trustee(s) of the Trust, hereby certify as follows:

a) A true and correct copy of the Trust Agreement is attached hereto and that, as of the date hereof, the Trust Agreement has not been amended (except as to any attached amendments) or revoked and is still in full force and effect.

b) As the trustee(s) of the Trust, we have determined that the investment in, and purchase of Interests in **NLC FINANCIAL SERVICE HQ DST** is authorized by the terms of the Trust Agreement and is of benefit to the Trust, and we have determined to make such investment on behalf of the Trust.

c) We, the trustees, jointly and severally, indemnify **NLC FINANCIAL SERVICE HQ DST** and **NLC FINANCIAL SERVICE HQ TRUSTEE LLC** and hold **NLC FINANCIAL SERVICE HQ DST** and **NLC FINANCIAL SERVICE HQ TRUSTEE LLC** harmless from and against any liability relating to effecting any orders, transactions, instructions or directions given by any individuals listed in this Certificate.

All trustees must sign and date below.

Trustee Signature	Date	Trustee Signature	Date
Trustee Signature	Date	Trustee Signature	Date

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Trustee Signature	Date	Trustee Signature	Date

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INVESTOR QUESTIONNAIRE

APPENDIX B – INCUMBENCY CERTIFICATE

Name of Corporation

_____

State of Incorporation

The undersigned hereby certifies that the following persons are the duly elected directors and officers, respectively, of _____, a/an _____ corporation.

_____ Director

_____ Director

_____ Director

_____ Director

_____ Director

_____ Director

_____ President

_____ Vice President

_____ Treasurer

_____ Secretary

Dated effective _____, 20_____

_____, a/an

_____ corporation

By: _____

Name: _____

Secretary

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INVESTOR QUESTIONNAIRE

APPENDIX C – CORPORATE RESOLUTION

Note: To be completed only by those investors investing through a corporation.

Additional Note: Appendix D may be provided as an alternative to this Appendix C.

The undersigned, being all the members of the Board of Directors (the "**Board of Directors**") of _____, a/an _____ corporation (the "**Corporation**"), hereby adopt the following preambles and resolutions:

WHEREAS, the Corporation desires to purchase beneficial interests in **NLC FINANCIAL SERVICE HQ DST** (the "**Investment**");

WHEREAS, the Corporation is authorized to execute and deliver all documents relating to the Investment; and

WHEREAS, the Board of Directors believes it to be in the best interest of the Corporation to make the Investment and execute any documents related thereto.

NOW THEREFORE, BE IT RESOLVED, that the Investment is hereby approved, confirmed and ratified by the Board of Directors in all respects;

FURTHER RESOLVED, that_____, an officer of the Corporation ("**Officer**"), is hereby authorized and directed to execute, deliver and perform those agreements and documents related to the Investment, in the name and on behalf of the Corporation, with such changes therein and additions thereto as the Officer may deem necessary, appropriate or advisable to effect the transactions contemplated by the foregoing resolution;

FURTHER RESOLVED, that the Officer is hereby authorized and directed to execute, deliver and perform all further instruments and documentation and to take all other actions, in the name and on behalf of the Corporation, as it may deem convenient or proper to carry out the Investment; and

FURTHER RESOLVED, that any action heretofore taken and all documentation heretofore delivered by the Corporation or the Officer in furtherance of the Investment and foregoing resolutions are hereby ratified and confirmed in all respects.

Dated effective_____, 20

_____	_____
Director (signature)	Director (signature)
_____	_____
Director (signature)	Director (signature)
_____	_____
Director (signature)	Director (signature)

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Being all of the Directors of the Corporation

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APPENDIX D – OFFICER'S CERTIFICATE

Note: To be completed only by those investors investing through a corporation.

Additional Note: Appendix C may be provided as an alternative to this Appendix D.

The undersigned, _____, hereby certifies that:

1. _____ is the _____ of_____, a/an _____ corporation ("**Corporation**"), and has personal knowledge of the matters set forth herein.

2. This Certificate is executed to evidence the approval and consent of the Corporation to purchase beneficial interests in **NLC FINANCIAL SERVICE HQ DST** (the "**Investment**").
3. The undersigned acknowledges that the Corporation is authorized to execute and deliver all documents relating to the Investment.
4. Pursuant to the organizational documents of the Corporation, the specific consent or approval of the Board of Directors of the Corporation is not necessary for the consummation of the Investment.
5. The undersigned acting alone has the authority, pursuant to the organizational documents of the Corporation, to execute all documents related to the Investment.
6. This Certificate may be relied upon by **NLC FINANCIAL SERVICE HQ DST** and its affiliates.

Dated effective_____, 20_____

By: _____

Name: _____

Title: _____

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APPENDIX E – PARTNERSHIP RESOLUTION

The undersigned, being [all the partners (the "**Partners**") / the general partner (the "**General Partner**")] of _____, a/an _____ partnership (the "**Partnership**"), hereby adopt the following preambles and resolutions:

WHEREAS, the Partnership desires to purchase beneficial interests in **NLC FINANCIAL SERVICE HQ DST** (the "**Investment**");

WHEREAS, the Partnership is authorized to execute and deliver all documents relating to the Investment; and

WHEREAS, the [Partners / General Partner] believe it to be in the best interest of the Partnership to make the Investment and execute any documents related thereto.

NOW THEREFORE, BE IT RESOLVED, that the Investment is hereby approved, confirmed and ratified by the [Partners / General Partner] in all respects;

FURTHER RESOLVED, that_____, an agent of the Partnership ("**Authorized Person**"), is hereby authorized and directed to execute, deliver and perform those agreements and documents related to the Investment, in the name and on behalf of the Partnership, with such changes therein and additions thereto as the Authorized Person may deem necessary, appropriate or advisable to effect the transactions contemplated by the foregoing resolution;

FURTHER RESOLVED, that the Authorized Person is hereby authorized and directed to execute, deliver and perform all further instruments and documentation and to take all other actions, in the name and on behalf of the Partnership, as it may deem convenient or proper to carry out the Investment; and

FURTHER RESOLVED, that any action heretofore taken and all documentation heretofore delivered by the Partnership or the Authorized Person in furtherance of the Investment and foregoing resolutions are hereby ratified and confirmed in all respects.

Dated effective _____, 20

_____	_____
[Partner / General Partner] (signature)	Partner (signature)
_____	_____
Partner (signature)	Partner (signature)
_____	_____
Partner (signature)	Partner (signature)

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INVESTOR QUESTIONNAIRE

APPENDIX F – LIMITED LIABILITY COMPANY RESOLUTION

The undersigned, being [all the members (the "**Members**") / the manager[s] (the "**Manager[s]**")] of _____, a/an _____ limited liability company (the "**LLC**"), hereby adopt the following preambles and resolutions:

WHEREAS, the LLC desires to purchase beneficial interests in **NLC FINANCIAL SERVICE HQ DST** (the "**Investment**");

WHEREAS, the LLC is authorized to execute and deliver all documents relating to the Investment; and

WHEREAS, the [Members / Manager[s]] believe it to be in the best interest of the LLC to make the Investment and execute any documents related thereto.

NOW THEREFORE, BE IT RESOLVED, that the Investment is hereby approved, confirmed and ratified by the [Members / Manager[s]] in all respects;

FURTHER RESOLVED, that_____, an agent of the LLC ("**Authorized Person**"), is hereby authorized and directed to execute, deliver and perform those agreements and documents related to the Investment, in the name and on behalf of the LLC, with such changes therein and additions thereto as the Authorized Person may deem necessary, appropriate or advisable to effect the transactions contemplated by the foregoing resolution;

FURTHER RESOLVED, that the Authorized Person is hereby authorized and directed to execute, deliver and perform all further instruments and documentation and to take all other actions, in the name and on behalf of the LLC, as it may deem convenient or proper to carry out the Investment; and

FURTHER RESOLVED, that any action heretofore taken and all documentation heretofore delivered by the LLC or the Authorized Person in furtherance of the Investment and foregoing resolutions are hereby ratified and confirmed in all respects.

Dated effective_____, 20

_____	_____
Member / Manager (signature)	Member / Manager (signature)
_____	_____
Member / Manager (signature)	Member / Manager (signature)
_____	_____
Member / Manager (signature)	Member / Manager (signature)

Being all of the [Members / Managers] of the LLC

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CONSENT OF SPOUSE

(FOR INDIVIDUAL PURCHASERS IN COMMUNITY PROPERTY STATES, WHICH ARE CURRENTLY ALASKA[4], ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON AND WISCONSIN)

I, _____ [print name], spouse of _____ [print name], have read and hereby approve of the NLC Financial Service HQ DST Investor Questionnaire, which my spouse has signed. I hereby appoint my spouse as my attorney-in-fact with respect to the exercise of any rights related to a purchase of any such Interests and agree to be bound by the provisions of the Investor Questionnaire and any other documents related to the purchase of any such Interests insofar as I may have any rights in said documents or any property or interest subject thereto under the community property laws of the State of _____ or similar laws relating to marital property in effect in the state of our residence as of the date of signing of the Investor Questionnaire and any other documents related to the purchase of any such Interests

Signature: _____ Date:_____

Print Name:_____

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[4] If the Interests are subject to an Alaskan law governed community property agreement or an Alaskan law governed community property trust in the State of Alaska, this Consent of Spouse should be completed.

EXHIBIT B

Master Trust Agreement

MASTER TRUST AGREEMENT

OF

NLC FINANCIAL SERVICE HQ DST, a Delaware statutory trust

DATED AS OF

MARCH 11, 2026

BY AND AMONG

NLC FINANCIAL SERVICE HQ BENEFICIARY LLC, a Delaware limited liability company,

AS INITIAL BENEFICIARY,

NLC FINANCIAL SERVICE HQ TRUSTEE LLC, a Delaware limited liability company,

AS TRUSTEE,

AND

THE CORPORATION TRUST COMPANY, a Delaware corporation,

AS RESIDENT TRUSTEE

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MASTER TRUST AGREEMENT

OF

NLC FINANCIAL SERVICE HQ DST,

A DELAWARE STATUTORY TRUST

This MASTER TRUST AGREEMENT, dated as of March 11, 2026 (as the same may be amended or supplemented from time to time, this "***Master Trust Agreement***"), is made by and among NLC FINANCIAL SERVICE HQ BENEFICIARY LLC, a Delaware limited liability company] ("***Initial Beneficiary***"), NLC FINANCIAL SERVICE HQ TRUSTEE LLC, a Delaware limited liability company (the "***Trustee***"), and THE CORPORATION TRUST COMPANY, a Delaware corporation (the "***Resident Trustee***").

RECITALS

A. The Master Trust (as hereinafter defined) is formed as a Delaware statutory trust under Section 3820 of the Delaware Statutory Trust Act, Chapter 38 of Title 12 of the Delaware Code, 12 Del. C. § 3811 et seq. (the "***Statutory Trust Act***"). From and after the date thereof, the Master Trust will be maintained and operated as a statutory trust under the Statutory Trust Act.

B. The Master Trust is the owner of 100% of the beneficial interests (collectively, the "***Property Trust Beneficial Interests***") in the Property Trust (as hereinafter defined).

C. The Property Trust, or the trustee of the Property Trust, on behalf of the Property Trust, owns the real estate more particularly described on Exhibit A, together with all buildings, structures, fixtures and improvements located thereon (collectively, the "***Real Estate***").

D. As of the Effective Date (as hereinafter defined), the Initial Beneficiary is the sole Beneficial Owner (as hereinafter defined) as evidenced by its ownership of 100.00% of the Beneficial Interest (as hereinafter defined).

E. The Real Estate and the Property Trust are subject to certain Financing Documents (as hereinafter defined) and the Lease (as hereinafter defined).

F. The Master Trust has agreed to pledge 100% of the Property Trust Beneficial Interests to the Subordinated Lender (as hereinafter defined) as additional security for the Subordinated Loan (as hereinafter defined) pursuant to the Pledge Agreement (as hereinafter defined).

G. The Master Trust has appointed NLC Financial Service HQ Trustee LLC, a Delaware limited liability company, as the Trustee of the Master Trust to undertake certain actions and perform certain duties that would otherwise be performed by the Master Trust. The

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Master Trust has appointed The Corporation Trust Company, a Delaware corporation, as the Resident Trustee.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. Capitalized terms used in this Master Trust Agreement shall have the following meanings:

"***ACH***" has the meaning set forth in Section 7.4.

"***Affiliate***" shall have the same meaning as defined in §101 of the Bankruptcy Code and shall include all "insiders", as such term is defined in §101 of the Bankruptcy Code, with respect to the Master Trust, except that the percentage of direct or indirect legal or beneficial interest required to be held by the relevant entity shall be ten percent (10%), not twenty percent (20%).

"***Agreement of Assignee of Transferee Beneficial Owner***" has the meaning set forth in Section 6.4.

"***Beneficial Interest***" means a beneficial interest in the Master Trust, as such term is used in the Statutory Trust Act.

"***Beneficial Owner***" means each Person who, at the time of determination, holds a Beneficial Interest as reflected on the most recent Ownership Records.

"***Business Day***" means any day other than on Saturday, Sunday or a day on which banking institutions in the State of Delaware, the State of New Hampshire and/or the State of Michigan are authorized or required by law or other governmental action to close.

"***Certificate of Trust***" means the certificate of trust of the Master Trust in substantially the form of Exhibit B.

"***Code***" means the Internal Revenue Code of 1986, as amended from time to time.

"***Conversion Date***" means the date the Master Trust converted to a Delaware statutory trust under the Statutory Trust Act.

"***Effective Date***" means the date of this Master Trust Agreement as specified in the introductory paragraph.

"***Exhibit***" means an exhibit attached to this Master Trust Agreement, unless otherwise specified.

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"***Financing Documents***" means the Senior Financing Documents, the Subordinated Financing Documents and the Subordination and Intercreditor Agreement dated as of March 11, 2026 by and among the Senior Lender, the Subordinated Lender and the Property Trust.

"***In-Kind Distribution***" has the meaning given to such term in Section 7.5.

"***Initial Beneficiary***" has the meaning given to such terms in the introductory paragraph.

"***Investors***" means the Persons who purchase Beneficial Interests in the Master Trust, together with their successors and assigns.

"***Lease***" means the lease agreement relating to the Real Estate, together with all amendments, supplements and modifications thereto.

"***Lenders***" means, collectively, the Senior Lender and the Subordinated Lender.

"***Loans***" means, collectively, the Senior Loan and the Subordinated Loan.

"***Master LLC***" has the meaning given to such term in Section 9.2.

"***Master Trust***" means NLC FINANCIAL SERVICE HQ DST, a Delaware statutory trust governed by and in accordance with this Master Trust Agreement.

"***Master Trust Agreement***" has the meaning given to such term in the introductory paragraph.

"***Master Trust Estate***" means all of the Master Trust's right, title, and interest in and to the beneficial interests in the Property Trust, and any and all other property and assets (whether tangible or intangible) in which the Master Trust at any time has any right, title or interest.

"***Ownership Records***" means the records maintained by the Trustee, substantially in the form of Exhibit C, indicating from time to time the name, mailing address, and Percentage Share of each Beneficial Owner, which records shall initially indicate the Initial Beneficiary as the Beneficial Owner of the Beneficial Interest and shall be revised by the Trustee contemporaneously to reflect the issuance of Beneficial Interests in accordance with this Master Trust Agreement, changes in mailing addresses, or other changes.

"***Patriot Act***" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001).

"***Percentage Share***" means, for each Beneficial Owner, the percentage of the aggregate Beneficial Interests in the Master Trust held by such Beneficial Owner as reflected on the most recent Ownership Records.

"***Permitted Investment***" has the meaning set forth in Section 7.4.

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"***Person***" means a natural person, corporation, limited partnership, general partnership, limited liability company, joint stock company, joint venture, association, company, trust, bank trust company, land trust, business trust, statutory trust or other organization, whether or not a legal entity, and a government or agency or political subdivision thereof.

"***Pledge Agreement***" means the nonrecourse guaranty, pledge and security agreement by Master Trust pledging the Property Trust Beneficial Interests to the Subordinated Lender as security for the Subordinated Loan.

"***Prohibited Person***" means any person: (a) that is a "blocked" person listed in the Annex, or otherwise subject to the provisions of, the Executive Order Nos. 12947, 13099 and 13224 on Terrorist Financing, effective September 24, 2001, and all modifications thereto or thereof, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "***Annex***"); (b) that is owned or controlled by, or acting for or on behalf of, any person that is listed to the Annex, or is otherwise subject to the provisions of, the Annex; (c) with whom any lender is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Annex; (d) who commits, threatens or conspires to commit or supports "terrorism" as defined in the Annex; (e) that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, http://www.treas.gov.ofac/t11sdn.pdf (the "OFAC SDN List") or at any replacement website or other replacement official publication of such list or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Act or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Act; or (f) who is an affiliate of or affiliated with a person listed above.

For purposes of this definition only, "affiliate" shall include any Person who, with respect to any other Person:

(i) directly or indirectly controls, is controlled by, or is under common control with that other Person;

(ii) owns or controls ten percent (10%) or more of the outstanding voting securities of that other Person;

(iii) is an officer, director, partner, member, employee, ascendant or descendant of that other Person;

(iv) directly or indirectly controls, is controlled by, or is under common control with a Person referred to in clause (iii) above; or

(v) if that other Person is an officer, director, partner, member, employee, ascendant or descendant referred to in clause (iii) above, any Person for which that other Person acts in any such capacity.

"***Property LLC***" has the meaning set forth in Section 9.2.

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"***Property Trust***" shall mean the Delaware statutory trust formed pursuant to the Statutory Trust Act to hold the Real Estate.

"***Property Trust Agreement***" means the trust agreement for the Property Trust dated as of the date hereof.

"***Property Trust Beneficial Interests***" has the meaning given to such term in the Recitals.

"***Property Trust Estate***" means all of the Property Trust's right, title and interest in and to the Lease held by the Property Trust, the Real Estate held by the Property Trust or by the trustee of the Property Trust on behalf of the Property Trust, and any and all other property and assets (whether tangible or intangible) in which the Property Trust (or the trustee of the Property Trust, on behalf of the Property Trust) at any time has any right, title or interest.

"***Real Estate***" has the meaning given to such term in the Recitals.

"***Reserves***" has the meaning given to such term in Section 7.2.

"***Resident Trustee***" means the Person serving, at the time of determination, as the Resident Trustee under this Master Trust Agreement. As of the Effective Date, the Resident Trustee is The Corporation Trust Company, a Delaware corporation.

"***Resident Trustee Covered Expenses***" has the meaning given to such term in Section 4.5.

"***Resident Trustee Indemnified Persons***" has the meaning given to such term in Section 4.5.

"***Sale Event***" has the meaning given to such term in Section 9.3.

"***Secretary of State***" has the meaning given to such term in Section 2.1(b).

"***Section***" means a section of this Master Trust Agreement, unless otherwise specified.

"***Section 721 Contribution***" has the meaning given to such term in Section 9.3.

"***Securities Act***" means the Securities Act of 1933, as amended.

"***Senior Assignment of Leases and Rents***" means the assignment of leases and rents assigning the Lease to the Senior Lender as security for the Senior Loan, as may be amended from time to time.

"***Senior Financing Documents***" means the Senior Note, the Senior Mortgage, the Senior Assignment of Leases and Rents, a hazardous material indemnity agreement, an indemnity and guaranty agreement and any other documents or agreements contemplated by any of the foregoing or otherwise required by Senior Lender.

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"***Senior Lender***" means the lender of the Senior Loan to the Property Trust with respect to the Real Estate.

"***Senior Loan***" means that certain loan to the Property Trust from Senior Lender as evidenced and secured by the Senior Financing Documents.

"***Senior Mortgage***" means the mortgage and security agreement or deed of trust and security agreement, as the case may be and as may be amended from time to time, encumbering the Real Estate as security for the Senior Loan.

"***Senior Note***" means the note evidencing the Senior Loan, as may be amended from time to time.

"***Single Purpose Entity***" means a "Single Purpose Entity" as defined on Exhibit F attached hereto.

"***Single Purpose Provisions***" means the provisions of this Master Trust Agreement causing the Master Trust to be a Single Purpose Entity.

"***Statutory Trust Act***" has the meaning given to such term in the Recitals.

"***Subordinated Assignment of Leases and Rents***" means the assignment of leases and rents assigning the Lease to the Subordinated Lender as security for the Subordinated Loan.

"***Subordinated Financing Documents***" means the Subordinated Notes, the Subordinated Mortgage, the Subordinated Assignment of Leases and Rents, the Pledge Agreement, an environmental indemnity agreement, an indemnity and guaranty agreement and any other documents or agreements contemplated by any of the foregoing or otherwise required by Subordinated Lender.

"***Subordinated Lender***" means the lender of the Subordinated Loan to the Property Trust with respect to the Real Estate.

"***Subordinated Loan***" means that certain loan to the Property Trust from Subordinated Lender as evidenced and secured by the Subordinated Financing Documents.

"***Subordinated Mortgage***" means the mortgage and security agreement or deed of trust and security agreement, as the case may be and as may be amended from time to time, encumbering the Real Estate as security for the Subordinated Loan.

"***Subordinated Notes***" means the note evidencing the Subordinated Loan.

"***Tenant***" means the Person identified as the tenant or lessee in the Lease, and any guarantor of the Lease.

"***Transaction Documents***" means this Master Trust Agreement, the Property Trust Agreement and any other documents to be executed in furtherance of the investment activities of the Master Trust.

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"***Transfer Distribution***" has the meaning given to such term in Section 9.2.

"***Trustee***" means the Person serving, at the time of determination, as the Trustee under this Master Trust Agreement. As of the Effective Date, the Trustee is NLC Financial Service HQ Trustee LLC, a Delaware limited liability company.

"***Trustee Covered Expenses***" has the meaning given to such term in Section 5.4.

"***Trustee Indemnified Persons***" has the meaning given to such term in Section 5.4.

ARTICLE 2

GENERAL MATTERS

Section 2.1 Organizational Matters.

(a) The Corporation Trust Company, a Delaware corporation is hereby appointed as the Resident Trustee, and Resident Trustee hereby accepts such appointment. NLC Financial Service HQ Trustee LLC, a Delaware limited liability company, is hereby appointed as the Trustee, and Trustee hereby accepts such appointment.

(b) The Resident Trustee is hereby authorized and directed to execute and file in the office of the Secretary of State of the State of Delaware (the "***Secretary of State***") the Certificate of Trust and such certificates as may from time to time be required under the Statutory Trust Act or any other Delaware law, and to execute, in such forms as may be furnished to the Resident Trustee from time to time, and deliver to the Trustee such additional certificates and documents, including an additional original Certificate of Trust, as the Trustee determines are required by the state and local laws of the jurisdictions in which the Real Estate is located, so that the Trustee may have such additional certificates and documents filed with the appropriate governmental entities.

(c) The Trustee, on behalf of the Master Trust, is authorized and directed to execute and file all documents, and to take all other actions reasonably required, to effect the actions with respect to the Master Trust described in the Recitals to this Master Trust Agreement, which Recitals are incorporated herein by this reference.

(d) The name of the Master Trust is NLC FINANCIAL SERVICE HQ DST. The Trustee shall have full power and authority, and is hereby authorized, to conduct the activities of the Master Trust, execute and deliver all documents (including, without limitation, the Transaction Documents) for or on behalf of the Master Trust, cause the Master Trust to sue or be sued under its name, and have all other management rights and powers in connection with the Master Trust. Any reference to the Master Trust shall be a reference to the statutory trust formed pursuant to the Certificate of Trust and this Master Trust Agreement and not to the Resident Trustee or the Trustee individually or to the officers, agents or employees of the Master Trust, the Resident Trustee or the Trustee.

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(e) The principal office of the Master Trust, and such additional offices as the Trustee may determine to establish, shall be located at such places inside or outside of the State of Delaware as the Trustee shall designate from time to time. As of the Effective Date, the principal office of the Master Trust is located at the office of the Trustee at c/o Net Lease Capital Advisors LLC, 10 Tara Boulevard, Suite 501, Nashua, New Hampshire 03062.

(f) Legal title to the Master Trust Estate shall be vested in the Master Trust as a separate legal entity.

(g) Subject to the terms of this Master Trust Agreement, the Trustee shall have the right to replace the Resident Trustee.

Section 2.2 Declaration of Master Trust and Statement of Intent.

(a) The Trustee hereby declares that it shall hold the Master Trust Estate in trust for the benefit of the Beneficial Owners upon the terms set forth in this Master Trust Agreement.

(b) It is the intention of the parties that the Master Trust constitute a "statutory trust," the Trustee, and the Resident Trustee are "trustees," the Beneficial Owners are "beneficial owners," and this Master Trust Agreement is the "governing instrument" of the Master Trust, each within the respective meaning provided in the Statutory Trust Act.

Section 2.3 Purposes. The purposes of the Master Trust are to engage in the following activities: (i) to hold for investment and eventually dispose of the Property Trust Beneficial Interests (or, if the Property Trust disposes of its Real Estate and distributes such proceeds to the Master Trust, to distribute the proceeds of such dispositions in accordance with Section 7.2) and (ii) to take only such other actions as the Trustee deems necessary to carry out the foregoing.

ARTICLE 3

PROVISIONS RELATING TO TAX TREATMENT

Section 3.1 Article 3 Supersedes All Other Provisions of this Master Trust Agreement. This Article 3 contains certain provisions intended to achieve the desired treatment of the Master Trust and Beneficial Interests for United States federal income tax purposes. To the extent of any inconsistency between this Article 3 and any other provision of this Master Trust Agreement, this Article 3 shall supersede and be controlling; provided, for the avoidance of doubt, that nothing in this Article 3 shall limit or impair the Master Trust's power and authority to execute and deliver, and to perform its obligations under, the Transaction Documents (subject to the restrictions in Section 3.3(b)), and further provided that the requirements of this Article 3 shall be enforceable to the maximum extent permissible under the Statutory Trust Act.

Section 3.2 Provisions Relating to Loans.

(a) This Section 3.2 is intended to qualify the Master Trust as a Single Purpose Entity. The Master Trust is further limited by and subject to the provisions of the Pledge Agreement while the Subordinated Loan is outstanding.

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(b) Until such time as the Loans shall be paid in full to the fullest extent permitted by applicable law, the written consent of the Trustee shall be required to (i) institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Master Trust, or (ii) file a petition under state law relating to bankruptcy or insolvency, or consent to the appointment of a receiver, liquidator, assignee, trustee or sequestrator (or other similar official) of the Master Trust, or a substantial part of the Master Trust Estate, or make any assignment for the benefit of creditors except in connection with the Pledge Agreement, or, (iii) except as required by law, admit in writing the Master Trust's inability to pay its debts generally as they become due (except in correspondence with the Senior Lender, Subordinated Lender or any servicer of either Loan), or take any Master Trust action in furtherance of any such action. The Trustee, to the extent not prohibited under applicable law, (A) shall consider the interest of the Master Trust only as a stand-alone business entity, (B) shall not consider the interests of any beneficial owner, member or partner (as applicable) of the Master Trust or any constituent member of any beneficial owner, member or partner (as applicable) of the Master Trust; and (C) shall consider the interest of the Lenders.

(c) The Master Trust hereby represents and warrants to, and covenants that as of the date hereof and until such time as the Loans shall be paid in full, the Master Trust shall be a Single Purpose Entity.

Failure of the Master Trust to comply with any of the foregoing covenants or any other covenants contained in this Master Trust Agreement shall not affect the status of the Master Trust as a separate legal entity or the limited liability of the Beneficial Owner.

Section 3.3 Provisions Relating to Tax Treatment.

(a) At all times that the Master Trust has a single Beneficial Owner, it is the intention of the parties hereto that the Master Trust be characterized as a disregarded entity for tax purposes, and that all assets of the Master Trust be treated as assets of such Beneficial Owner for tax purposes. At all times that the Master Trust has more than one Beneficial Owner, it is the intention of the parties hereto that the Master Trust shall constitute an "investment trust" within the meaning of Regulations Section 301.7701-4(c), and each Beneficial Owner shall be treated as a "grantor" within the meaning of Code Section 671. As such, the parties further intend that each Beneficial Owner shall be treated for U.S. federal income tax purposes as if it holds a direct ownership interest in the Property Trust, and through the Property Trust, the Real Estate. Each Beneficial Owner agrees to report its interest in the Master Trust in a manner consistent with the foregoing and otherwise not to take any action that would be inconsistent with the foregoing.

(b) None of the Resident Trustee, the Trustee, the Beneficial Owners and/or the Master Trust shall have power and authority, or shall be authorized, and each of them is hereby expressly prohibited from taking, and none of them shall be allowed to take, any of the following actions:

(1) sell, transfer or exchange the Property Trust Beneficial Interests except as required or permitted under Article 9;

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(2) reinvest any monies of the Master Trust, except as permitted hereunder or in accordance with Section 7.2;

(3) renegotiate the terms of any loan or enter into any new loan;

(4) renegotiate the Lease or enter into new leases;

(5) make modifications to the Real Estate (other than minor non-structural modifications) not contemplated by the Lease, unless required by law;

(6) accept any additional capital from a Beneficial Owner after the date hereof; or

(7) take any other action which would in the opinion of tax counsel to the Master Trust cause the Master Trust to be treated as a business entity for U.S. federal income tax purposes if the effect would be that such action or actions would constitute a power under the Master Trust Agreement to "vary the investment of the certificate holders" under Regulations Section 301.7701-4(c)(1) and Rev. Rul. 2004-86, 2004-2 C.B. 191.

The Master Trust shall hold the Master Trust Estate for investment purposes. The activities of the Master Trust with respect to the Master Trust Estate shall be limited to the activities which are customary services in connection with the holding of the Property Trust Beneficial Interests, and none of the Resident Trustee, the Beneficial Owners, the Trustee or their agents shall provide non-customary services, as such term is defined in Code Sections 512 and 856 and Rev. Rul. 75-374, 1975-2 C.B. 261. Without limiting the generality of the foregoing, (i) none of the Resident Trustee, the Trustee, the Beneficial Owners or the Master Trust shall have any power or authority to undertake any actions that are not permitted to be undertaken by an entity that is classified as a "trust" within the meaning of Regulations Section 301.7701-4 and not classified as a "business entity" within the meaning of Regulations Section 301.7701-3, and (ii) this Master Trust Agreement shall be interpreted and enforced so as to be in compliance with the requirements of Rev. Rul. 2004-86, 2004-33 I.R.B. 191.

For U.S. federal income tax purposes, the Master Trust is intended to be and shall constitute an "investment trust" within the meaning of Regulations Section 301.7701-4(c) and shall not constitute a "business entity."

ARTICLE 4

CONCERNING THE RESIDENT TRUSTEE

Section 4.1 Power and Authority. The Resident Trustee shall have the power and authority, and is hereby authorized and empowered, to (i) accept legal process served on the Master Trust in the State of Delaware; and (ii) execute any certificates that are required to be executed under the Statutory Trust Act and file such certificates in the office of the Secretary of State, and take such action or refrain from taking such action under this Master Trust Agreement as the Resident Trustee may be directed in writing delivered to the Resident Trustee by the Trustee; provided, however, that the Resident Trustee shall not be required to take or refrain from taking

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any such action if the Resident Trustee shall believe, or shall have been advised by counsel, that such performance is likely to involve the Resident Trustee in personal liability or is contrary to the terms of this Master Trust Agreement or of any document contemplated hereby to which the Master Trust or the Resident Trustee is or becomes a party or is otherwise contrary to law. The Trustee agrees not to instruct the Resident Trustee to take any action that is contrary to the terms of this Master Trust Agreement or of any document contemplated hereby to which the Master Trust or the Resident Trustee is or becomes a party or that is otherwise contrary to law. Other than as expressly provided for in this Master Trust Agreement, the Resident Trustee shall have no duty or authority to take any action for or on behalf of the Master Trust, which authority is vested solely in the Trustee, without the need for the consent of the Resident Trustee.

Section 4.2 Resident Trustee May Request Direction. If at any time the Resident Trustee determines that it requires or desires guidance regarding the application of any provision of this Master Trust Agreement or any other document, or regarding action that must or may be taken in connection herewith or therewith, or regarding compliance with any direction it received hereunder, then the Resident Trustee, at the expense of the Master Trust, may apply to a court of applicable jurisdiction for an order as to the appropriate course of action to be taken by the Resident Trustee, and such order from the court shall constitute full and complete authorization and protection for actions taken and other performance by the Resident Trustee in reliance thereon. Until the Resident Trustee has received such order after making such application, it shall be fully protected in refraining from taking any action with respect to the matters described in such application.

Section 4.3 Resident Trustee Provisions.

(1) Resident Trustee is serving the Master Trust solely to fulfill the Master Trust's obligation pursuant to Section 3807(a) of the Statutory Trust Act to have at least one trustee who has its principal place of business in the State of Delaware;

(2) the Master Trust shall have at least one other trustee other than the Resident Trustee to perform all obligations and duties other than fulfilling the Master Trust's obligations pursuant to Section 3807(a) of the Statutory Trust Act;

(3) The Resident Trustee shall not be liable to the Master Trust or its beneficiaries for any of its acts or omissions except for acts or omissions constituting gross negligence related to a matter that the Resident Trustee had actual knowledge of (or that the Resident Trustee would have had actual knowledge of but for the Resident Trustee's gross negligence), fraud, bad faith or willful misconduct;

(4) the Resident Trustee shall not have any duty or obligation to manage or deal with the Master Trust's property, or to otherwise take or refrain from taking any action under, or in connection with, any document contemplated hereby to which the Resident Trustee is a party, except as expressly provided by the terms of this Master Trust Agreement, and no implied duties or obligations shall be read herein against the Resident Trustee, including without limitation that no action

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requested of the Resident Trustee shall require the performance of any investigation, analysis, or other due diligence activities by the Resident Trustee in respect to such action or the performance of its duties on behalf of the Master Trust generally;

(5) pursuant to Section 3803(b) of the Statutory Trust Act, the Resident Trustee shall not be liable to any person other than the Master Trust or a beneficiary of the Master Trust for any act, omission or obligation of the Master Trust or any trustee thereof and all persons, other than the Master Trust and the beneficiaries of the Master Trust, having any claim against the Resident Trustee by reason of the transactions contemplated by this Master Trust Agreement or any other agreement or instrument related to the Master Trust shall look only to the Master Trust's property for payment or satisfaction thereof; and

(6) pursuant to Section 3806(c) of the Statutory Trust Act, to the extent that at law or in equity the Resident Trustee, as trustee, has duties (including fiduciary duties) and liabilities relating to the Master Trust or to beneficiaries thereof, the Resident Trustee's duties and liabilities are hereby eliminated and restricted to the fullest extent allowable under applicable law and the Resident Trustee shall not be liable to the Master Trust or to any beneficial owner of the Master Trust for any action taken in good faith reliance on the terms of this Master Trust Agreement.

Section 4.4 Duties. None of the Resident Trustee or any successor Resident Trustee shall have any duty or obligation under or in connection with this Master Trust Agreement, the Master Trust, or any transaction or document contemplated hereby, except as expressly provided by the terms of this Master Trust Agreement, and no implied duties or obligations shall be read into this Master Trust Agreement against the Resident Trustee, or any successor Resident Trustee. The right of the Resident Trustee to perform any discretionary act enumerated herein shall not be construed as a duty. To the fullest extent permitted by applicable law, including without limitation Section 3806 of the Statutory Trust Act, the Resident Trustee's or any successor Resident Trustee's duties (including fiduciary duties) and liabilities to the Master Trust and the Beneficial Owners shall be restricted to those duties (including fiduciary duties) and liabilities expressly set forth in this Master Trust Agreement.

Section 4.5 Indemnification. The Beneficial Owner hereby agrees to (i) reimburse the Resident Trustee or any successor trustee for all reasonable expenses (including reasonable fees and expenses of counsel and other professionals), incurred in connection with the negotiation, execution, delivery, or performance of, or exercise of rights or powers under, this Master Trust Agreement, (ii) to the fullest extent permitted by law, indemnify, defend and hold harmless the Resident Trustee or any successor trustee, and the officers, directors, employees and agents of the Resident Trustee (collectively, including the Resident Trustee or any successor trustee in its individual capacity, the "***Resident Trustee Indemnified Persons***") from and against any and all losses, damages, liabilities, claims, actions, suits, costs, expenses, disbursements (including the reasonable fees and expenses of counsel and other professionals), taxes and penalties of any kind and nature whatsoever (collectively, "***Resident Trustee Covered Expenses***"), to the extent that such Resident Trustee Covered Expenses arise out of or are imposed upon or asserted at any time

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against such Resident Trustee Indemnified Persons, including without limitation on the basis of ordinary negligence on the part of any such Resident Trustee Indemnified Persons, with respect to or in connection with this Master Trust Agreement, the Master Trust, or any transaction or document contemplated hereby; provided, however, that the Beneficial Owner shall not be required to indemnify a Resident Trustee Indemnified Person for Resident Trustee Covered Expenses to the extent such Resident Trustee Covered Expenses result from the willful misconduct, bad faith, fraud or gross negligence of such Resident Trustee Indemnified Person, and (iii) to the fullest extent permitted by law, advance to each such Resident Trustee Indemnified Person the Resident Trustee Covered Expenses incurred by such Resident Trustee Indemnified Person in defending any claim, demand, action, suit or proceeding, in connection with this Master Trust Agreement, the Master Trust, or any transaction or document contemplated hereby, prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Beneficial Owner of an undertaking, by or on behalf of such Resident Trustee Indemnified Person, to repay such amount if a court of competent jurisdiction renders a final, nonappealable judgment that includes a specific finding of fact that such Resident Trustee Indemnified Person is not entitled to be indemnified therefor under this Section 4.5. The obligations of the Beneficial Owner under this Section 4.5 shall survive the resignation or removal of the Resident Trustee, shall survive the dissolution and termination of the Master Trust, and shall survive the termination, amendment, supplement, and/or restatement of this Master Trust Agreement; provided, however, the Beneficial Owner shall be released from and relieved of any and all obligations under this Section 4.5 that relate to any acts or events occurring in their entirety after the date on which the Beneficial Owner no longer owns any Beneficial Interest in the Master Trust. The obligations of the Beneficial Owner under this Section 4.5 shall be personal obligations irrespective of the sufficiency or insufficiency of the Master Trust Estate to satisfy any such obligations.

Section 4.6 Removal; Resignation; Succession. The Resident Trustee may resign at any time by giving at least sixty (60) days' prior written notice to the Trustee. The Trustee may at any time remove the Resident Trustee by written notice to the Resident Trustee. Such resignation or removal shall be effective upon the acceptance of appointment by a successor trustee as hereinafter provided. In case of the removal or resignation of the Resident Trustee, the Trustee may appoint a successor trustee by written instrument. If a successor trustee shall not have been appointed within sixty (60) days after the giving of such notice, the Resident Trustee or any of the Beneficial Owners may, at the expense of the Master Trust, apply to any court of competent jurisdiction in the United States to appoint a successor trustee to act until such time, if any, as a successor shall have been appointed as provided above. Any successor so appointed by such court shall immediately and without further act be superseded by any successor appointed as provided above within one year from the date of the appointment by such court. Any successor, however appointed, shall execute and deliver to its predecessor trustee an instrument accepting such appointment, and thereupon such successor, without further act, shall become vested with all the estates, properties, rights, powers, duties and trusts of the predecessor trustee in the trusts hereunder with like effect as if originally named the Resident Trustee herein; but upon the written request of such successor, such predecessor shall execute and deliver an instrument transferring to such successor, upon the trusts herein expressed, all the estates, properties, rights, powers, duties and trusts of such predecessor, and such predecessor shall duly assign, transfer, deliver and pay over to such successor all monies or other property then held by such predecessor upon the trusts herein expressed. Any right of the Beneficial Owners against a predecessor trustee in its individual capacity shall survive the resignation or removal of such predecessor, shall survive the dissolution

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and termination of the Master Trust, and shall survive the termination, amendment, supplement, and/or restatement of this Master Trust Agreement.

Any successor trustee, however appointed, shall be an individual or entity satisfying the requirements of Section 3807(a) of the Statutory Trust Act. Any corporation into which the Resident Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which such Resident Trustee shall be a party, or any corporation to which substantially all the corporate trust business of the Resident Trustee may be transferred, shall, subject to the preceding sentence, be the Resident Trustee under this Master Trust Agreement without further act.

Section 4.7 Fees and Expenses. The Resident Trustee shall not have any obligation by virtue of this Master Trust Agreement to spend any of its own funds, or to take any action that could result in its incurring any cost or expense.

ARTICLE 5

CONCERNING THE TRUSTEE

Section 5.1 Power and Authority. The investment activities and affairs of the Master Trust shall be managed exclusively by or under the direction of the Trustee. The Trustee shall have the power and authority, and is hereby authorized and empowered, to manage the Master Trust Estate and the investment activities and affairs of the Master Trust, subject to and in accordance with the terms and provisions of this Master Trust Agreement, and has all of the powers of a trustee under the Statutory Trust Act. The Trustee shall have the power and authority, and is hereby authorized, empowered, and directed by the Master Trust, to enter into, execute and deliver, and to cause the Master Trust to perform its obligations under, each of the Transaction Documents to which the Master Trust is or becomes a party or signatory. In addition, the Trustee has all rights and powers to take any actions of the Master Trust as beneficiary of the Property Trust pursuant to the Property Trust Agreement.

Section 5.2 Trustee's Capacity. The Trustee acts solely as an agent of the Master Trust and not in its individual capacity, and all Persons having any claim against the Trustee by reason of the transactions contemplated by this Master Trust Agreement, the Transaction Documents, or any other document relating thereto shall look only to the Master Trust Estate for payment or satisfaction thereof. Notwithstanding any provision of this Master Trust Agreement to the contrary, the Trustee shall not have any liability to any Person except for its own willful misconduct, bad faith, fraud or gross negligence.

Section 5.3 Duties.

(a) The Trustee has primary responsibility for performing the administrative actions set forth in this Section 5.3. In addition, the Trustee shall have the obligations with respect to a potential sale of the Property Trust Beneficial Interests as set forth in Article 9. The Trustee shall not have any duty or obligation under or in connection with this Master Trust Agreement, the Master Trust, or any transaction or document contemplated hereby, except as expressly provided by the terms of this Master Trust Agreement, and no implied duties or

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obligations shall be read into this Master Trust Agreement against the Trustee. The right of the Trustee to perform any discretionary act enumerated herein shall not be construed as a duty. To the fullest extent permitted by applicable law, including without limitation Section 3806 of the Statutory Trust Act, the Trustee's duties (including fiduciary duties) and liabilities to the Master Trust and the Beneficial Owners shall be restricted to those duties (including fiduciary duties) and liabilities expressly set forth in this Master Trust Agreement.

(b) Without limiting the generality of Section (a) above, the Trustee, for and on behalf of the Master Trust, is hereby authorized and directed to take each of the following actions necessary to conserve and protect the Master Trust Estate:

(1) complying with the terms and conditions of the Pledge Agreement and the Financing Documents;

(2) collecting distributions from the Property Trust and making distributions in accordance with Article 7;

(3) entering into any agreement with purchasers of Beneficial Interests for purposes of completing tax-free exchanges of real property with a "qualified intermediary" as defined in Section 1031 of the Code;

(4) notifying the relevant parties of any default by them under the Transaction Documents; and

(5) any action, which in the unqualified opinion of tax counsel to the Master Trust, would not have an adverse effect on either the treatment of the Master Trust as an "investment trust" within the meaning of Regulations Section 301.7701-4(c) or each Beneficial Owner as a "grantor" within the meaning of Code Section 671.

The foregoing notwithstanding, except in the limited circumstances set forth in Article 9, under no circumstances shall the power or authority of the Trustee include the ability to take any actions which would cause the Master Trust to cease to constitute an "investment trust" within the meaning of Regulations Section 301.7701-4(c) and to comply with the requirements of Rev. Rul. 2004-86. The power and authority of the Trustee shall be strictly and narrowly construed so as to preserve and protect the status of the Master Trust as an "investment trust" for U.S. federal income tax purposes.

(c) The Trustee shall keep customary and appropriate books and records relating to the Master Trust and the Master Trust Estate. The Trustee shall maintain appropriate books and records in order to provide reports of income and expenses to each Beneficial Owner as necessary for such Beneficial Owner to prepare his/her/its income tax returns regarding the Master Trust Estate.

(d) The Trustee shall promptly furnish to the Beneficial Owners copies of all reports, notices, requests, demands, certificates, financial statements and any other writings required to be distributed to them pursuant to the Transaction Documents, unless the Trustee reasonably believes the same to have been sent directly to the Beneficial Owners.

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(e) The Trustee shall not be required to act or refrain from acting under this Master Trust Agreement or the Financing Documents if the Trustee reasonably determines, or has been advised by counsel, that such actions may result in personal liability, unless the Trustee is indemnified by the Master Trust and the Beneficial Owners against any liability and costs (including reasonable legal fees and expenses) which may result in a manner and form reasonably satisfactory to the Trustee.

(f) The Trustee shall not, on his own behalf (in contrast to actions that the Trustee is required to perform on behalf of the Master Trust), have any duty to (i) file, record or deposit any document or to maintain any such filing, recording or deposit or to refile, rerecord or redeposit any such document, (ii) obtain or maintain any insurance on the Real Estate, (iii) maintain the Real Estate, (iv) pay or discharge any tax levied against any part of the Master Trust Estate, or (v) inspect the Real Estate at any time.

(g) The Trustee shall manage, control, dispose of or otherwise deal with the Master Trust Estate consistent with its duties to conserve and protect the Master Trust Estate, subject to any restrictions provided in this Master Trust Agreement.

(h) Upon its receipt of a written request to do so, the Trustee shall provide to each Person who becomes a Beneficial Owner a copy of this Master Trust Agreement.

Section 5.4 Indemnification. The Beneficial Owners, severally but not jointly, hereby agree to (i) reimburse the Trustee for all reasonable expenses (including reasonable fees and expenses of counsel and other professionals), incurred in connection with the performance of, or exercise of rights or powers under, this Master Trust Agreement, (ii) to the fullest extent permitted by law, indemnify, defend and hold harmless the Trustee, and the members, managers, shareholders, partners, officers, directors, employees and agents of the Trustee (collectively, the "***Trustee Indemnified Persons***") from and against any and all losses, damages, liabilities, claims, actions, suits, costs, expenses, disbursements (including the reasonable fees and expenses of counsel and other professionals), taxes and penalties of any kind and nature whatsoever (collectively, the "***Trustee Covered Expenses***"), to the extent that such Trustee Covered Expenses arise out of or are imposed upon or asserted at any time against such Trustee Indemnified Persons, including without limitation on the basis of ordinary negligence on the part of any such Trustee Indemnified Persons, with respect to or in connection with this Master Trust Agreement, the Master Trust, or any transaction or document contemplated hereby; provided, however, that the Beneficial Owners shall not be required to indemnify a Trustee Indemnified Person for Trustee Covered Expenses to the extent such Trustee Covered Expenses result from the willful misconduct, bad faith, fraud or gross negligence of such Trustee Indemnified Person, and (iii) to the fullest extent permitted by law, advance to each such Trustee Indemnified Person the Trustee Covered Expenses incurred by such Trustee Indemnified Person in defending any claim, demand, action, suit or proceeding, in connection with this Master Trust Agreement, the Master Trust, or any transaction or document contemplated hereby, prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by any Beneficial Owner of an undertaking, by or on behalf of such Trustee Indemnified Person, to repay such amount unless a court of competent jurisdiction renders a final, nonappealable judgment that includes a specific finding of fact that such Trustee Indemnified Person is not entitled to be indemnified therefor under this Section 5.4. The obligations of the Beneficial Owners under this Section 5.4 shall survive the resignation or removal

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of the Trustee, shall survive the dissolution and termination of the Master Trust, and shall survive the termination, amendment, supplement, and/or restatement of this Master Trust Agreement; provided, however, a Beneficial Owner shall be released from and relieved of any and all obligations under this Section 5.4 that relate to any acts or events occurring in their entirety after the date on which such Beneficial Owner no longer owns any Beneficial Interest in the Master Trust. The obligations of the Beneficial Owners under this Section 5.4 shall be personal obligations irrespective of the sufficiency or insufficiency of the Master Trust Estate to satisfy any such obligations.

Section 5.5 Fees and Expenses. The Trustee shall not have any obligation by virtue of this Master Trust Agreement to spend any of its own funds, or to take any action that could result in its incurring any cost or expense. The Trustee shall be entitled to such fees as are set forth in a separate fee letter with the Master Trust and/or Property Trust.

Section 5.6 Sale of Master Trust Estate by Trustee Is Binding. Any sale or other conveyance of the Master Trust Estate or any part thereof by the Trustee made for and on behalf of the Master Trust pursuant to the terms of this Master Trust Agreement shall bind the Master Trust and the Beneficial Owners and be effective to transfer or convey all rights, title and interest of the Master Trust and the Beneficial Owners in and to the Master Trust Estate.

Section 5.7 Resignation; Succession. The Trustee may resign at any time by giving at least sixty (60) days' prior written notice to the Resident Trustee. Such resignation shall be effective upon the acceptance of appointment by a successor Trustee as hereinafter provided. In case of the resignation of the Trustee, a majority (based on Percentage Shares) of the Beneficial Owners, with the prior written consent of the Lenders, if such consent is required pursuant to the Financing Documents, may appoint a successor by written instrument, provided that such successor trustee shall be (i) a bank, a trust company, a trustee of commercial real estate or a person or an entity controlled by a person with experience in operating, owning, managing or investing in commercial real estate and (ii) such person or entity has not filed for bankruptcy in the last ten (10) years. If a successor Trustee shall not have been appointed within sixty (60) days after the giving of such notice, the Trustee or any of the Beneficial Owners may apply to any court of competent jurisdiction in the United States to appoint a successor Trustee to act until such time, if any, as a successor shall have been appointed as provided above, provided that each of the Lenders approves such appointment during any period in which the Loans are outstanding and such consent is required pursuant to the Financing Documents. Any successor so appointed by such court shall immediately and without further act be superseded by a successor appointed as provided above within one (1) year from the date of the appointment by such court. Any successor, however appointed, shall execute and deliver to its predecessor Trustee an instrument accepting such appointment, and thereupon such successor, without further act, shall become vested with all the rights, powers and duties of the predecessor Trustee in the trusts hereunder with like effect as if originally named the Trustee herein; but upon the written request of such successor, such predecessor shall execute and deliver an instrument transferring to such successor, upon the trusts herein expressed, all the rights, powers and duties of such predecessor. Any right of the Beneficial Owners against a predecessor Trustee in its individual capacity shall survive the resignation of such predecessor Trustee, shall survive the dissolution and termination of the Master Trust, and shall survive the termination, amendment, supplement, and/or restatement of this Master Trust Agreement.

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Section 5.8 Co-Trustees and Separate Trustee. Subject to Section 3.3 hereof, whenever Trustee shall deem it necessary or prudent in order either to conform to any law of any jurisdiction in which all or any part of the Master Trust Estate shall be situated or to make any claim or bring any suit with respect to the Master Trust Estate, or Trustee shall be advised by counsel satisfactory to it that the same is so necessary or prudent, Trustee and the Beneficial Owners shall execute and deliver an agreement supplemental hereto and all other instruments and agreements, and shall take all other actions, necessary or proper to constitute one or more Persons (and Trustee may appoint one or more of its officers) either as co-trustee or co-trustees jointly with the Trustee of all or any part of the Master Trust Estate, or as separate trustee or separate trustees of all or any part of the Master Trust Estate, and to vest in such persons, in such capacity, such title to the Master Trust Estate or any part thereof and such rights or duties as may be necessary or desirable, all for such period. In no event shall any Trustee hereunder (including the Trustee) be liable for the default or misconduct of any other trustee hereunder. In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, the title to the Master Trust Estate and all rights and duties of such co-trustee or separate trustee shall, so far as permitted by law, vest in and be exercised by the Trustee, without the appointment of a successor to such co-trustee or separate trustee.

ARTICLE 6

BENEFICIAL INTERESTS

Section 6.1 Issuance of Beneficial Ownership Interests.

(a) Each Beneficial Interest shall be issued to, and registered in the name of, the applicable Investor.

(b) Upon any transfer of a Beneficial Interest in accordance with Section 6.4 below, such Beneficial Interest shall be registered in the name of each Investor who has (x) executed an Agreement of Assignee or Transferee of Beneficial Owner, (y) been accepted as an Investor by the Trustee, which acceptance shall be evidenced by Trustee's countersignature to such Agreement of Assignee or Transferee of Beneficial Owner and (z) paid all cash required by it, pursuant to such Agreement of Assignee or Transferee of Beneficial Owner. No portion of the cash paid by the Investors to the Master Trust will be placed into any Reserves to be used with respect to the Real Estate. The amount of cash paid by, and the Percentage Share of, each Investor shall be determined by the Trustee and shall be set forth in the purchase agreement for each Investor.

(c) Each Beneficial Interest in the Master Trust shall constitute a "security" within the meaning of, and governed by, (i) Article 8 of the Uniform Commercial Code (including Section 8 102(a)(15) thereof) as in effect from time to time in the State of Delaware, and (ii) Article 8 of the Uniform Commercial Code of any other applicable jurisdiction that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995.

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Section 6.2 Ownership Records. The Trustee shall at all times be the Person at whose office a Beneficial Interest may be presented or surrendered for registration of transfer or for exchange and where notices and demands to or upon the Master Trust in respect of a Beneficial Interest may be served. The Trustee shall keep Ownership Records, which shall include records of the transfer and exchange of Beneficial Interests. Notwithstanding any provision of this Master Trust Agreement to the contrary, transfer of a Beneficial Interest in the Master Trust, or of any right, title or interest therein, shall occur only upon and by virtue of the entry of such transfer in the Ownership Records. In the event of any transfer permitted under the terms of this Master Trust Agreement, the Trustee shall record such transfer in the Ownership Records.

The Trustee agrees to use commercially reasonable efforts to cause the Master Trust to sell all Beneficial Interests prior to the one-year anniversary of the Effective Date.

Section 6.3 Intentionally Omitted.

Section 6.4 Restrictions on Transfer/Assignment. Subject to compliance with applicable securities laws and this Master Trust Agreement and receipt of all required governmental consents, and provided that such transfer does not result in (a) a transfer tax assessed to the Master Trust, the Property Trust or Trustee under state or federal laws, unless and to the extent such transferor pays in full any such transfer tax and provides indemnification reasonably satisfactory to the Trustee in connection therewith, or (b) the Master Trust having to register as an investment company or require the Master Trust or any Trustee to register as an investment advisor under the Investment Company Act of 1940, as amended, all or any portion of the Beneficial Interests of any Beneficial Owner may be assigned or transferred without the prior consent of any of the Trustees or the other Beneficial Owners. All expenses of such transfer shall be paid by the transferor or the transferee. Notwithstanding the foregoing, (i) no Beneficial Owner may transfer its Beneficial Interest (or permit a direct or indirect transfer of interests in such Beneficial Owner) if such transfer would not constitute a transfer permitted without the consent of the lenders under applicable loan documents to which the Master Trust or the Property Trust is a party, and any purported transfer in violation of this restriction shall be void and of no force or effect; (ii) each actual and prospective Beneficial Owner shall execute and deliver to the Trustee such confidentiality agreements, in form and substance acceptable to the Trustee, for the benefit of the Trustee, the Master Trust, the Property Trust and/or the Tenant, if required, and as determined by the Trustee, setting forth the terms and conditions for the use and disclosure by such actual or prospective Beneficial Owner of certain confidential information regarding the Real Estate, the Lease, the Tenant, the Financing Documents, the Property Trust or the Master Trust, and no Beneficial Owner may use or disclose such confidential information, including disclosure to any actual or prospective transferee of any of the Beneficial Interests of such Beneficial Owner, other than as permitted by and in compliance with the terms and conditions of such confidentiality agreements; and (iii) each actual and prospective Beneficial Owner shall have executed and delivered to the Trustee, a complete Agreement of Assignee or Transferee Beneficial Owner substantially in the form thereof attached as Exhibit D to this Master Trust Agreement with such modifications and additions thereto as the Trustee shall require or approve (the "***Agreement of Assignee or Transferee Beneficial Owner***"), and in each such case, such actual and prospective Beneficial Owner shall only become a Beneficial Owner hereunder once such Beneficial Owner has been accepted by the Trustee, which acceptance shall be evidenced by Trustee's countersignature to such Agreement of Assignee or Transferee of

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Beneficial Owner, as applicable; and (iv) each prospective Beneficial Owner shall have executed and delivered to the Trustee such other documentation as the Trustee may reasonably require.

In the event any Beneficial Owner (or any direct or indirect equity owner of such Beneficial Owner) completes a transfer prohibited hereunder and such transfer is deemed to be effective notwithstanding the foregoing, the transferor Beneficial Owner shall indemnify the Trustee, the Master Trust and the Property Trust for all liabilities, costs and expenses incurred in connection therewith, including without limitation any transfer taxes and lender fees. Notwithstanding anything to the contrary in this Master Trust Agreement, at no time shall the number of Beneficial Owners exceed 1999 Persons.

Section 6.5 Conditions to Admission of New Beneficial Owners. Subject to Section 6.4 hereof, any assignee or transferee of a Beneficial Owner shall only become a Beneficial Owner upon such assignee's or transferee's written acceptance and adoption of this Master Trust Agreement, as manifested by its execution and delivery to the Trustee of the Agreement of Assignee or Transferee Beneficial Owner, the acceptance thereof by the Trustee, as evidenced by the Trustee's execution and dating of such Agreement of Assignee or Transferee Beneficial Owner, and the satisfaction of any other conditions with respect to such assignee or transferee as may be determined by the Trustee.

Section 6.6 Representations, Acknowledgements and Covenants of Beneficial Owners.

(a) Each Person that becomes a Beneficial Owner after the date of this Master Trust Agreement, pursuant to an Agreement of Assignee or Transferee Beneficial Owner executed by such Beneficial Owner, as applicable, hereby accepts and reconfirms the representations, acknowledgements and covenants contained in this Section 6.6.

(b) Each Beneficial Owner (other than Initial Beneficiary) hereby represents, warrants and covenants that:

(i) to the extent applicable, the execution, delivery and performance of this Master Trust Agreement by such Beneficial Owner (A) has been duly authorized by such Beneficial Owner, (B) does not require such Beneficial Owner to obtain any consent or approval that has not been obtained and (C) does not contravene or result in a default under (1) any provision of any law or regulation applicable to such Beneficial Owner, (2) the governing documents of such Beneficial Owner or (3) any agreement or instrument to which such Beneficial Owner is a party or by which such Beneficial Owner is bound;

(ii) this Master Trust Agreement is valid, binding and enforceable against such Beneficial Owner in accordance with its terms;

(iii) such Beneficial Owner is (A) a citizen of the U.S.; (B) a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the U.S. or of any political subdivision thereof; (C) an estate, the income of which is subject to U.S. federal income taxation regardless of the source of such income; or (D) a trust, if (1) the administration of the trust is subject to the primary supervision of a U.S. court and the trust has one or more persons who are citizens of the U.S. with authority to control all

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substantial decisions or (2) the trust has a valid election in effect under applicable Treasury Regulations to be treated as a citizen of the U.S.;

(iv) such Beneficial Owner shall, for federal income tax purposes, report the purchase of its Beneficial Interests as a purchase by such Beneficial Owner of a direct ownership interest in the Real Estate;

(v) such Beneficial Owner has no ability to (A) seek partition of the Master Trust Estate or petition for a portion of the assets of the Master Trust; or (B) file, or consent to the filing of, a petition in bankruptcy on behalf of the Master Trust; and in each of the foregoing (A) or (B), such Beneficial Owner hereby agrees that such Beneficial Owner shall not take any action that consents to, aids, supports, solicits or otherwise cooperates in the filing of an involuntary bankruptcy proceeding involving the Master Trust;

(vi) such Beneficial Owner (and to the such Beneficial Owner's knowledge, anyone who has an economic interest in such Beneficial Owner) is in full compliance with all applicable orders, rules, regulations and recommendations of The Office of Foreign Assets Control of the U.S. Department of the Treasury ("***OFAC***"); is not a Prohibited Person; is in full compliance with the requirements of the Patriot Act and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury; is operated under policies, procedures and practices, if any, that are in compliance with the Patriot Act and available to the Trustee for review and inspection during normal business hours and upon reasonable prior notice; is not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Act; is not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Act; and is not owned or controlled by or now acting and/or will in the future act for or on behalf of any person who has been determined to be subject to the prohibitions contained in the Patriot Act. Each Beneficial Owner covenants and agrees that in the event such Beneficial Owner receives any notice that such Beneficial Owner (or any of its Affiliates) become listed on the Annex or any other list promulgated under the Patriot Act or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, such Beneficial Owner shall immediately notify the Trustee. Each Beneficial Owner hereby acknowledges that (x) no Beneficial Interest (or any portion thereof) may be sold, transferred or otherwise disposed of unless (A) such Beneficial Interests are registered under the Securities Act and all other applicable laws of any applicable jurisdiction or an exemption therefrom is available in accordance with all other laws of any applicable jurisdiction, or, if required by the Master Trust (through the Trustee), such Beneficial Owner obtains an opinion of counsel that is satisfactory to the Master Trust that such Beneficial Interests may be sold in reliance on an exemption from such registration requirements, and (B) the transfer is otherwise made in accordance with this Master Trust Agreement; (y) no Beneficial Interest has been or is expected to be registered under the Securities Act, and accordingly, all Beneficial Interests are subject to restrictions on transfer; and (z) the Master Trust has no obligation or intention to register the Beneficial Interests or any portion thereof for resale or transfer under the Securities Act or any state securities laws or to take any action (including the filing of reports or the publication of information as required by Rule 144 under the Securities Act) that would make available any exemption from the registration requirements of any such laws, and therefore such Beneficial Owner may be precluded from selling or otherwise

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transferring or disposing of the its Beneficial Interests or any portion thereof for an indefinite period of time or at any particular time;

(vii) such Beneficial Owner is not, and agrees that it will not sell or transfer the its Beneficial Interests or any portion thereof to (A) an employee benefit plan within the meaning of Section 3(3) of ERISA that is subject to the fiduciary responsibility provisions of Title I of ERISA (a "plan"), or a plan within the meaning of Code Section 4975(e)(1) that is subject to Code Section 4975 (also, a "plan"), including a qualified plan (any pension, profit sharing or stock bonus plan that is qualified under Code Section 401(a)) or an individual retirement account; (B) any Person that is directly or indirectly acquiring Beneficial Interests on behalf of, as investment manager of, as fiduciary of, as trustee of, or with assets of a plan (including any insurance company using assets in its general or separate account that may constitute assets of a plan); (C) a charitable remainder trust; (D) any other tax-exempt entity; or (E) a foreign Person;

(viii) (A) none of the funds or other assets of such Beneficial Owner constitute property of, or are beneficially owned, directly or indirectly, by any Person or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in such Beneficial Owner's Beneficial Interests (whether directly or indirectly), is prohibited by law (any such Person or government, an "***Embargoed Person***"); (ii) no Embargoed Person has any interest of any nature whatsoever in such Beneficial Owner with the result that the investment in such Beneficial Owner's Beneficial Interests (whether directly or indirectly), is prohibited by law; and (iii) none of the funds of such Beneficial Owner used to acquire its Beneficial Interests have been derived from any unlawful activity with the result that the investment in such Beneficial Interests (whether directly or indirectly), is prohibited by law;

(ix) such Beneficial Owner has received this Master Trust Agreement and has carefully reviewed this Master Trust Agreement and understands the information contained herein, all documents, records and books pertaining to such Beneficial Owner's purchase of the Beneficial Interests have been made available for inspection to such Beneficial Owner or the Beneficial Owner's agents or advisers, and such Beneficial Owner, either directly or through advisors, has had a reasonable opportunity to ask questions of and receive information and answers from a person or persons acting on behalf of such Beneficial Owner concerning the Beneficial Interests and, as such Beneficial Owner may deem necessary, to verify the information contained in this Master Trust Agreement, and all questions have been answered and all such information has been provided to the full satisfaction of such Beneficial Owner;

(x) such Beneficial Owner, in determining to purchase the Beneficial Interests, has relied solely upon its own investigation and evaluations and the advice of its legal counsel and accountants or other financial advisors with respect to making the investment to acquire its Beneficial Interests and the tax and other consequences involved in connection therewith, and that none of Master Trust, the Resident Trustee, the Trustee, the Initial Beneficiary or any other transferor of such Beneficial Interests, has made any representations regarding the Beneficial Interests or the Real Estate;

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(xi) such Beneficial Owner acknowledges and agrees that counsel, including special tax counsel, to the Master Trust, the Trustee and their Affiliates do not represent, and shall not be deemed under applicable codes of professional responsibility, to have represented or to be representing, any Beneficial Owner (other than Initial Beneficiary), in any way in connection with any transfer or assignment of Beneficial Interests;

(xii) such Beneficial Owner acknowledges and agrees that (A) the Beneficial Interests have not been registered under the Securities Act or under the laws of any state, (B) are being offered and sold in reliance on exemptions from the provisions of the Securities Act and applicable state law, and (C) no federal or state agency, including the Securities and Exchange Commission, the Delaware Securities Division, or the securities commission or authorities of any other state has approved or disapproved the Beneficial Interests, passed upon or endorsed the merits of any offering of Beneficial Interests or made any finding or determination as to the fairness of the interest for public investment;

(xiii) such Beneficial Owner understands that if the Beneficial Interests are certificated, a legend will be placed on the certificate for the such Beneficial Owner's Beneficial Interests with respect to restrictions on distribution, transfer, resale, assignment or subdivision of such Beneficial Interests imposed by applicable federal and state securities laws;

(xiv) such Beneficial Owner either (A) is an "accredited investor" within the definition set forth in Rule 501(a) of Regulation D promulgated under the Securities Act or (B) acquired the Beneficial Interests in a fiduciary capacity for a Person meeting such condition, and such Beneficial Owner is not required to be registered as a broker-dealer under Section 15 of the Securities Exchange Act of 1934, as amended, as an investment company under the Investment Company Act of 1940, as amended, or as an investment adviser under the Investment Adviser Act of 1940, as amended, or any similar state law;

(xv) such Beneficial Owner is not purchasing the Beneficial Interests on behalf of any tax-exempt entity, including but not limited to any qualified employee pension or profit sharing trust, any individual retirement account, Simple 401k plan, annuity or charitable remainder trust; its overall commitment to investments that are not readily marketable is not disproportionate to its net worth and its investment in the Beneficial Interests will not cause the overall commitment to become disproportionate to its net worth;

(xvi) such Beneficial Owner has reached the age of majority, has adequate net worth and means of providing for such Beneficial Owner's current needs and personal contingencies, is able to bear the substantial economic risks of an investment in the Beneficial Interests for an indefinite period of time, has no need for liquidity in such investment and, at the present time, could afford a complete loss of such investment;

(xvii) such Beneficial Owner has the requisite knowledge and experience in financial and business matters so as to enable such Beneficial Owner to use the information made available to evaluate the merits and risks of an investment in the Beneficial Interests and to make an informed decision;

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(xviii) such Beneficial Owner (A) is acquiring the Beneficial Interests solely for such Beneficial Owner's own account as principal, for investment purposes only and not with a view to the resale (including any pledge, hypothecate, assign, subject to option or similar right, swap and other direct or indirect transfer) or distribution thereof in whole or in part, (B) has no contract, undertaking, agreement or arrangement to sell or otherwise transfer or dispose of the Beneficial Interests or any portion thereof to any other Person and (C) no other Person has a direct or beneficial interest in the Beneficial Interests purchased by such Beneficial Owner (except for the beneficiaries of such Beneficial Owner if such Beneficial Owner is a trust);

(xix) such Beneficial Owner will not sell or otherwise transfer its Beneficial Interests without complying with all applicable laws and fully understands and agrees that such Beneficial Owner must bear the economic risk of such Beneficial Owner's purchase for an indefinite period of time because, among other reasons, the Beneficial Interests may not be readily transferable;

(xx) such Beneficial Owner is not purchasing the Beneficial Interests as a result of, or subsequent to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or presented at any seminar or meeting; and

(xxi) such Beneficial Owner acknowledges that the purchase of the Beneficial Interests involves a number of significant risks and that no federal or state agency has passed upon the adequacy of the information presented to such Beneficial Owner or made any finding or determination as to the fairness of an investment in the Beneficial Interests and that there is no established market for the Beneficial Interests and a public market for the Beneficial Interests may never develop.

(c) If any Person who has provided an indemnity or guaranty to any lender which has provided financing to the Master Trust of the Property Trust becomes liable to make payment on such indemnity or guaranty as a result of the actions of a Beneficial Owner or any owner of a direct or indirect interest in a Beneficial Owner, such Beneficial Owner agrees to indemnify and hold harmless such Person against all claims, losses, liabilities, costs and expenses resulting from such actions.

(d) Each Beneficial Owner that becomes a Beneficial Owner after the date of this Master Trust Agreement agrees to indemnify, defend and hold harmless the Master Trust, the Property Trust, the Resident Trustee, Initial Beneficiary, and the Trustee (in its capacity as trustee of the Master Trust and the Property Trust), and each of their respective members, managers, shareholders, officers, directors, employees, consultants, affiliates and advisors (collectively, the "***Indemnified Persons***") for, from and against any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs) that they or any Tenant of the Real Estate may incur by reason of (i) the untruth, inaccuracy or breach of any of the representations, warranties, covenants or agreements contained herein or in any other document such Beneficial Owner has furnished to or for the benefit of any of the foregoing in connection with this transaction, (ii) any Person asserting a claim to a finder's fee or real estate brokerage commission on account of alleged employment as a finder or real estate broker through or under such Beneficial Owner in connection with such Beneficial Owner's acquisition of its Beneficial Interests, including

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any costs incurred by such Indemnified Person in connection with defending against any alleged violation of federal or state securities laws, in each case to the extent such claim is related to any untruth, inaccuracy or breach of any of the representations, warranties or agreements contained herein or in any other documents such Beneficial Owner has furnished to or for the benefit of any Indemnified Person in connection with this transaction, and/or (iii) any failure of the transaction in which such Beneficial Owner acquires its Beneficial Interests to satisfy any Code Section 1031 requirements in connection with such Beneficial Owner's exchange under such provisions.

Section 6.7 Status of Relationship. This Master Trust Agreement shall not be interpreted to impose a partnership or joint venture relationship on the Beneficial Owners either at law or in equity. Accordingly, no Beneficial Owner shall have any liability for the debts or obligations incurred by any other Beneficial Owner, with respect to the Master Trust Estate, or otherwise, and no Beneficial Owner shall have any authority to act on behalf of any other Beneficial Owner or to impose any obligation on any other Beneficial Owner with respect to the Master Trust Estate. Neither the power to give direction to the Resident Trustee, the Trustee, or any other Person nor the exercise thereof by any Beneficial Owner shall cause such Beneficial Owner to have duties (including fiduciary duties) or liabilities relating thereto to the Master Trust or to any Beneficial Owner.

Section 6.8 No Legal Title to Master Trust Estate. The Beneficial Owners shall not have legal title to the Master Trust Estate. The death, incapacity, dissolution, termination or bankruptcy of any Beneficial Owner shall not result in the termination or dissolution of the Master Trust.

Section 6.9 In-Kind Distributions; Waivers. Except as expressly provided herein, no Beneficial Owner (i) has an interest in specific trust property or (ii) except as permitted in Section 7.5, shall have any right to demand and receive from the Master Trust an in-kind distribution of the Master Trust Estate or any portion thereof. Each Beneficial Owner expressly waives any right under the Statutory Trust Act to seek a judicial dissolution of the Master Trust, to terminate the Master Trust (other than any right provided in Article 9 hereof, if any), or, to the fullest extent permitted by law, to partition the Master Trust Estate. In addition, each Beneficial Owner expressly waives any right, to the fullest extent permitted by law, to file a petition in bankruptcy on behalf of the Master Trust or take any action that consents to, aids, supports, solicits or otherwise cooperates in the filing of an involuntary bankruptcy proceeding involving, the Master Trust.

Section 6.10 Right and Powers of Beneficial Owners. The Beneficial Owners shall only have the right to receive distributions from the Master Trust as a result of the ownership of Beneficial Interests or a Sale Event. The Beneficial Owners shall not have the right or power to direct in any manner the Resident Trustee, the Master Trust or the Trustee in connection with the operation of the Master Trust or the actions of the Resident Trustee, or the Trustee. In addition, the Beneficial Owners shall not have the right or power to:

(a) contribute additional assets to the Master Trust;

(b) be involved in any manner in the operation or management of the Master Trust or its assets;

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(c) cause the Master Trust to negotiate or re-negotiate loans or leases;

(d) cause the Master Trust to sell its assets and re-invest the proceeds of such sale; or

(e) request or obtain the Ownership Records or any other information regarding any other Beneficial Owner, including, without limitation, the name, last known business, residence or mailing address of each such other Beneficial Owner.

ARTICLE 7

DISTRIBUTIONS AND REPORTS

Section 7.1 Payments From Master Trust Estate Only. All payments to be made by the Trustee under this Master Trust Agreement shall be from the Master Trust Estate. The Beneficial Owners agree that they will look solely to the income and proceeds from the Master Trust Estate to the extent available for payment as herein provided and that, except as specifically provided, Trustee shall not be liable in its individual capacity to the Beneficial Owners for any amounts payable under this Master Trust Agreement and shall not be subject to any liability in its individual capacity under this Master Trust Agreement.

Section 7.2 Distributions in General. The Trustee shall distribute all available cash generated by the Master Trust Estate and received by it to the Beneficial Owners in accordance with their Percentage Shares on a monthly basis, after (i) paying or reimbursing all prior obligations of the Master Trust and the Property Trust, including without limitation paying or reimbursing the Trustee for any fees or expenses paid by the Trustee on behalf of the Master Trust and the Resident Trustee for any fees or expenses payable by the Master Trust in connection with this Master Trust Agreement and/or the Tenant for any fees or expenses payable by or on behalf of the Property trust under the Lease and (ii) retaining such additional amounts as the Trustee determines in its sole discretion are necessary to pay anticipated ordinary current and future Trust expenses and taxes ("***Reserves***"). Without limiting the generality of the foregoing, all cash received by the Master Trust upon the sale of Real Estate by the Property Trust or the sale of any of the Property Trust Beneficial Interests by the Master Trust (to the extent not necessary to satisfy the liabilities of the Master Trust) will be distributed to the Beneficial Owners in accordance with their Percentage Shares.

Section 7.3 Distribution Upon Dissolution. In the event of the Master Trust's dissolution in accordance with Article 9 hereof, all of the Master Trust Estate as may then exist after the winding up of its affairs in accordance with the Statutory Trust Act (including without limitation subsections (d) and (e) of Section 3808 of the Statutory Trust Act and providing for all liabilities, costs and expenses, including any income or transfer taxes which may be assessed against the Master Trust, whether or not by reason of the dissolution of the Master Trust), shall, subject to Section 9.2, be distributed to those Persons who are then Beneficial Owners in accordance with their respective Percentage Shares.

Section 7.4 Cash and other Accounts; Reports by the Trustee. The Trustee shall be responsible for receiving all cash from the Property Trust and placing such cash into one or more

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interest-bearing or non-interest bearing bank accounts as required under the distribution and investment obligations of the Master Trust under Section 7.2, and Section 7.3 and the investment obligations of the Master Trust under this Section 7.4. Prior to distribution, Reserves and any other cash shall be invested by the Trustee only in short-term obligations of (or guaranteed by) the United States, or any agency or instrumentality thereof and in certificates of deposit or interest-bearing or non-interest-bearing bank accounts of any bank or trust companies having a minimum stated capital and surplus of $100,000,000 (a "***Permitted Investment***"). All such obligations must mature prior to the next distribution date, and be held to maturity. All amounts distributable to the Beneficial Owners pursuant to this Master Trust Agreement shall be paid by check or Automated Clearing House ("***ACH***") transfer to a banking institution accepting ACH payments for the account of such Beneficial Owner, as instructed from time to time by such Beneficial Owner on the last Business Day of each calendar month. The Trustee shall furnish annual reports to each of the Beneficial Owners as to the amounts received from the Property Trust, the expenses incurred by the Master Trust with respect to the Property Trust Beneficial Interests (if any), the amount of any Reserves and the amount of the distributions made by the Master Trust to the Beneficial Owners.

Section 7.5 In-Kind Distributions. In the unanticipated event that the Master Trust receives a distribution of any property of any kind (other than cash that will be distributed in accordance with Section 7.2) from the Property Trust (an "***In-Kind Distribution***"), including but not limited to a distribution of interests in any limited liability company holding Real Estate that was formerly held by the Property Trust, the Master Trust shall immediately distribute such In-Kind Distribution to the Beneficial Owners in accordance with their respective Percentage Shares. Notwithstanding any other provision of this Master Trust Agreement to the contrary, in no event may the Master Trust retain all or any portion of an In-Kind Distribution, subject to Article 9.

Section 7.6 Compliance with Withholding Requirements. Notwithstanding any provision of this Master Trust Agreement, the Trustee shall comply with all federal, state and local withholding requirements with respect to payments or to the Beneficial Owners. The consent of the Beneficial Owners shall not be required for any such withholding. In the event the Trustee withholds any such amounts pursuant to the federal, state and local withholding requirements, the Trustee shall file such information returns as are required by applicable federal, state and local tax law which shall indicate the amount withheld and shall provide Beneficial Owners from whom the amounts were withheld a report stating the amount withheld. Amounts withheld shall be treated as distributions to the Beneficial Owners. Each Beneficial Owner shall furnish the Trustee with such information, forms and certifications as the Trustee may require and as are necessary to comply with the regulations governing the obligations of withholding tax agents, as well as such information, forms and certifications as are necessary with respect to any withholding taxes imposed on income or gains of the Master Trust and represents and warrants that the information and forms furnished by such Beneficial Owner shall be true and accurate in all respects. Each Beneficial Owner hereby agrees to pay such Beneficial Owner's own income taxes arising from any distributions, payments and/or allocations made to such Beneficial Owner pursuant to this Master Trust Agreement, and to indemnify, defend, protect and hold the Master Trust and the other Beneficial Owners wholly harmless from and against any and all damages, claims, costs, fees (including, without limitation, attorneys' fees and costs) and expenses including any liability for taxes of any type whatsoever (including withholding taxes), penalties, additions to tax and interest that are assessed against the Master Trust and/or the other Beneficial Owners arising out of any

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distributions, payments and/or allocations made to such Beneficial Owner under this Master Trust Agreement. To the extent the indemnifying Beneficial Owner is otherwise entitled to receive distributions from the Master Trust, any such damages, fees, costs and expenses may be offset and recovered by the Master Trust from amounts that would otherwise be distributed to such Beneficial Owner.

ARTICLE 8

RELIANCE; REPRESENTATIONS; COVENANTS

Section 8.1 Good Faith Reliance. Neither the Resident Trustee nor the Trustee shall incur any liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper reasonably and in good faith believed by such Person to be genuine and signed by the proper party or parties thereto. As to any fact or matter, the manner of ascertainment of which is not specifically described herein, the Resident Trustee and the Trustee may for all purposes hereof rely on a certificate, signed by or on behalf of the Person executing such certificate, as to such fact or matter, and such certificate shall constitute full protection of the Resident Trustee and the Trustee for any action taken or omitted to be taken by them in good faith in reliance thereon, and the Resident Trustee and the Trustee may conclusively rely upon any certificate furnished to such Person that on its face conforms to the requirements of this Master Trust Agreement. Each of the Resident Trustee and the Trustee may (i) exercise its powers and perform its duties by or through such attorneys and agents as it shall appoint with due care, and it shall not be liable for the acts or omissions of such attorneys and agents; and (ii) consult with counsel, accountants and other experts, and shall be entitled to rely upon the advice of counsel, accountants and other experts selected by it in good faith and shall be protected by the advice of such counsel and other experts in anything done or omitted to be done by it in accordance with such advice. In particular, no provision of this Master Trust Agreement shall be deemed to impose any duty on the Resident Trustee or the Trustee to take any action if such Person shall have been advised by counsel that such action may involve it in personal liability or is contrary to the terms hereof or to applicable law. For all purposes of this Master Trust Agreement, the Resident Trustee shall be fully protected in relying upon the most recent Ownership Records delivered to it by the Trustee.

Section 8.2 No Representations or Warranties as to Certain Matters. NEITHER THE RESIDENT TRUSTEE, NOR THE TRUSTEE, EITHER WHEN ACTING HEREUNDER IN ITS CAPACITY AS RESIDENT TRUSTEE OR TRUSTEE OR IN ITS INDIVIDUAL CAPACITY, MAKES OR SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, LOCATION, VALUE, CONDITION, WORKMANSHIP, DESIGN, COMPLIANCE WITH SPECIFICATIONS, CONSTRUCTION, OPERATION, MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE OF THE MASTER TRUST ESTATE OR ANY PART THEREOF, AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, AS TO THE ABSENCE OF OBLIGATIONS BASED ON STRICT LIABILITY IN TORT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE MASTER TRUST ESTATE OR ANY PART THEREOF.

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Neither the Resident Trustee, nor the Trustee makes any representation or warranty as to (i) the title, value, condition or operation of the Real Estate, and (ii) the validity or enforceability of the Transaction Documents or as to the correctness of any statement contained in any thereof, except as expressly made by the Resident Trustee or the Trustee in its individual capacity. Each of the Resident Trustee and the Trustee represents and warrants to the Beneficial Owners that it has authorized, executed and delivered the Master Trust Agreement.

ARTICLE 9

TERMINATION

Section 9.1 Termination in General. The Master Trust shall not have perpetual existence and instead shall be dissolved and wound up in accordance with Section 3808 of the Statutory Trust Act upon the first to occur of a Transfer Distribution or the occurrence of a Sale Event pursuant to Section 9.3, at which time each Beneficial Owner's Percentage Share of the Master Trust Estate shall be distributed to such Beneficial Owner in accordance with Section 7.3. Notwithstanding anything in this Section 9.1 or in this Master Trust Agreement to the contrary, the Master Trust shall dissolve and wind up not later than 21 years after the death of the last living descendant of Joseph Robinette Biden Jr., the 46th President of the United States, who was alive on the Effective Date. Upon the occurrence of an event which causes significant risk that the Master Trust will lose all or substantially all of its property or suffer material adverse economic consequences (as determined by the Trustee) and because of the restrictions on the Master Trust set forth in this Agreement, the Master Trust is not able to take action in response to such event, then at the direction of the Trustee this Master Trust shall be dissolved and terminate (a "***Termination Event***").

Section 9.2 Termination to Protect and Conserve Trust Assets. If there is a written determination by the Trustee pursuant to Section 9.1, or the trustee of the Property Trust pursuant to Section 9.2 of the Property Trust Agreement, that the dissolution of the Master Trust or the Property Trust is necessary and appropriate to preserve and protect the respective Master Trust Estate or Property Trust Estate and the Master Trust or Property Trust is not able to take action with respect to such event, the Trustee may take the following actions (a "***Transfer Distribution***"):

(a) If a Termination Event occurs, the Trustee, by written notice to the Beneficial Owners and the Resident Trustee but without the need to obtain the consent of any such parties, may declare that the restrictions on the Master Trust set forth in Section 3.3(b) are void and of no further force or effect. Upon delivery of such notice, the Trustee will be expressly authorized to take any and all of the actions previously restricted by such Section 3.3(b). From and after such notice, the Master Trust will be subject to federal income tax as a partnership, and the Trustee will cause the Master Trust to file all applicable income tax returns consistently therewith.

(b) As an alternative to the provisions of Section 9.2(a), if a Termination Event occurs, the Trustee may cause the Master Trust to contribute the Property Trust Beneficial Interests to a single newly-formed Delaware limited liability company ("***Master LLC***"), and then distribute the limited liability company interests in the Master LLC to the Beneficial Owners in proportion to their Beneficial Interests in full and complete satisfaction of the Beneficial Interests

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in order to consummate the dissolution of the Master Trust. As a condition to such Transfer Distribution, the Master LLC will assume all of the obligations of the Master Trust.

(c) If a Termination Event (as such term is defined in the Property Trust Agreement), as determined by the trustee of the Property Trust in its sole discretion, has occurred with respect to the Property Trust, and in order to cause the dissolution of the Property Trust the trustee of the Property Trust causes title to the assets comprising the Property Trust Estate to be transferred to a newly-formed Delaware limited liability company (the "***Property LLC***"), the Trustee may cause the Master Trust to contribute the Property Trust Beneficial Interests to a Master LLC, in which event the Trustee shall cause the Master Trust to distribute the limited liability company interests in the Master LLC to the Beneficial Owners in proportion to their Beneficial Interests. As a condition to such Transfer Distribution, the Property LLC will assume all of the obligations of the Property Trust. The Trustee and the trustee of the Property Trust, in their discretion, may determine which of the Master Trust and/or the Property Trust are converted to limited liability companies, dissolved or retained as trusts in order to best preserve the Property Trust Estate.

(d) The operating or partnership agreements of the Master LLC and/or the Property LLC shall be substantially in the form attached as Exhibit E to the Master Trust Agreement or Property Trust Agreement, as applicable, with such modifications as are deemed to be appropriate by the Trustee, provided, that any material changes will be presented to the Beneficial Owners by the Trustee, subject to the approval of a majority (based on Percentage Shares) of the Beneficial Owners; provided, however, that such operating or partnership agreements may be amended by the Trustee without the consent or approval of any Beneficial Owners to correct scrivener's errors, to clarify any ambiguities in such operating or partnership agreements as determined by the Trustee or as reasonably necessary or advisable, or to comply with any new securities and/or tax laws or regulations, or any modifications thereto. The terms of any such operating or partnership agreements will put the Beneficial Owners in the same economic position (including Percentage Shares) as they were in under the Master Trust Agreement, to the extent reasonably possible. The manager of the Master LLC and/or the Property LLC will be the Trustee, or, as directed by the Master LLC, the Property LLC will be member managed by the Master LLC.

(e) It is the express intent of this Master Trust Agreement that no distribution be made under this Section 9.2 except in the rare and unexpected situation in which such distribution is necessary to prevent the loss of or material harm to the Master Trust Estate and/or Property Trust Estate of the Property Trust. To the fullest extent permitted by applicable law, the Trustee shall be fully protected in any such determination made in good faith, and shall have no liability to any Person, including without limitation the Beneficial Owners, with respect thereto. If a determination has been made to dissolve the Master Trust and/or the Property Trust under this Section 9.2, the Trustee, in its capacity as trustee of the Master Trust and/or the Property Trust, may, in its discretion and upon advice of counsel, utilize such other form of transaction (including, without limitation, a conversion of the Master Trust and/or the Property Trust into a limited liability company, limited partnership or limited liability partnership if then permitted by applicable law) to accomplish the intent of the transaction contemplated by the Transfer Distribution, provided that such alternative form of transaction is entered into to preserve and

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protect the Property Trust Estate for the benefit of the Beneficial Owners and is in compliance with the Statutory Trust Act.

Section 9.3 Sale of Property Trust Beneficial Interests; Sale Events. The Trustee may sell one or more of the Property Trust Beneficial Interests, and is authorized to sell the Property Trust Beneficial Interests, at any time after the earlier to occur of (a) a Termination Event or (b) the third anniversary of the Effective Date, in each case if the Trustee has determined (in its sole discretion) that a sale of such Property Trust Beneficial Interests is appropriate. Any such sale of the Property Trust Beneficial Interests shall occur as soon as practicable after the Trustee has determined that the sale of the Property Trust Beneficial Interests is appropriate. Immediately following (i) the sale of all of the Property Trust Beneficial Interests and/or (ii) the sale of the Property Trust Estate pursuant to Section 9.3 of the Property Trust Agreement (each a "***Sale Event***"), the Master Trust shall dissolve and wind up in accordance with Section 3808 of the Statutory Trust Act. With respect to the Property Trust Beneficial Interests, the Trustee shall be responsible for (i) determining its fair market value, (ii) providing notice to the Resident Trustee that a sale of the Property Trust Beneficial Interests is appropriate, (iii) conducting the sale of the Property Trust Beneficial Interests, and (iv) subject to Section 3808 of the Statutory Trust Act, after paying all amounts due to the Resident Trustee and Trustee hereunder, if any, distributing the balance of the proceeds (net of any closing costs payable by the Master Trust) to the Beneficial Owners in accordance with their respective Percentage Shares. The Trustee and the Resident Trustee are expressly instructed to take all reasonable action that would enable the sale of the Property Trust Beneficial Interests to qualify, with respect to each Beneficial Owner, as a like-kind exchange within the meaning of Section 1031 of the Code. Any sale of the Property Trust Beneficial Interests shall be on an "as is, where is" basis and without any representations or warranties by the Resident Trustee or the Trustee (other than as to ownership of such Property Trust Beneficial Interests and authority to enter into the sale). Notwithstanding anything herein to the contrary, the Trustee, as trustee of the Property Trust, may also sell the Real Estate for cash consideration at an appropriate time as determined by the Trustee that is three (3) years after the Conversion Date. Additionally, the Trustee may contribute the Real Estate to a partnership under Code Section 721 (a "***Section 721 Contribution***") if the Trustee, as trustee of the Property Trust, deems it appropriate. If the Trustee elects to pursue the Section 721 Contribution, the Trustee intends to offer each Beneficial Owner the option of selling their Beneficial Interest for cash consideration prior to the contribution or to participate in the Section 721 Contribution. For the avoidance of doubt, a Section 721 Contribution shall only be permitted in connection with the termination of the Master Trust and the Property Trust.

Section 9.4 Certificate of Cancellation. Upon the completion of the dissolution and winding up of the Master Trust, the Certificate of Trust shall be cancelled by the Resident Trustee who, upon written direction of the Trustee, shall execute and cause a certificate of cancellation to be filed in the office of the Secretary of State.

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ARTICLE 10

MISCELLANEOUS

Section 10.1 Limitations on Rights of Others. Nothing in this Master Trust Agreement, whether express or implied, shall give to any Person other than the Initial Beneficiary, the Resident Trustee, the Trustee, the Beneficial Owners and the Master Trust any legal or equitable right, remedy or claim hereunder.

Section 10.2 Successors and Assigns. All covenants and agreements contained herein shall be binding upon and inure to the benefit of the Initial Beneficiary, the Resident Trustee, the Trustee, the Beneficial Owners, the Master Trust and their successors and assigns, all as herein provided. Any request, notice, direction, consent, waiver or other writing or action by any such Person shall bind its successors and assigns.

Section 10.3 Usage of Terms. With respect to all terms in this Master Trust Agreement, the singular includes the plural and the plural includes the singular; words importing any gender include the other gender; references to "writing" include printing, typing, lithography and other means of reproducing words in a visible form; references to agreements and other contractual instruments include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms and not prohibited by this Master Trust Agreement; references to Persons include their successors and permitted assigns; and the term "including" means including without limitation.

Section 10.4 Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 10.5 Amendments. To the fullest extent permitted by applicable law, this Master Trust Agreement may not be supplemented or amended, and no term or provision hereof may be waived or terminated orally, but only by a signed writing by the Trustee with the affirmative consent or approval of a majority (based on Percentage Shares) of the Beneficial Owners; provided, however, this Master Trust Agreement may be amended by the Trustee without the consent or approval of any Beneficial Owners to correct scrivener's errors, to clarify any ambiguities in the Master Trust Agreement as determined by the Trustee or as reasonably necessary or advisable, or to comply with any new securities and/or tax laws or regulations, or any modifications thereto.

Section 10.6 Notices. All notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms hereof shall be in writing, and given by (i) overnight courier, or (ii) hand delivery and shall be deemed to have been duly given when received. Notices shall be provided to the parties at the addresses specified below.

If to the Initial Beneficiary:

NLC Financial Service HQ Beneficiary LLC
c/o Net Lease Capital Advisors LLC
10 Tara Boulevard, Suite 501

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Nashua, NH 03062
Attn: Douglas F. Blough

with a copy to:

Kelley Drye & Warren LLP
3 World Trade Center
175 Greenwich Street
New York, NY 10007
Attn: Dean E. Loventhal

If to the Resident Trustee:

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801
Attn: Ricardo Beausoleil

If to the Trustee, to:

NLC Financial Service HQ Trustee LLC
c/o Net Lease Capital Advisors LLC
10 Tara Boulevard, Suite 501
Nashua, NH 03062
Attn: Douglas F. Blough

with a copy to:

Kelley Drye & Warren LLP
3 World Trade Center
175 Greenwich Street
New York, NY 10007
Attn: Dean E. Loventhal

If to a Beneficial Owner, at such Person's address as specified in the most recent Ownership Records.

From time to time the Initial Beneficiary, the Resident Trustee or the Trustee may designate a new address for purposes of notice hereunder by notice to the others, and any Beneficial Owner may designate a new address for purposes of notice hereunder by notice to the Trustee.

Section 10.7 Governing Law. This Master Trust Agreement shall be governed by and, construed and enforced in accordance with the laws of the state of Delaware (without regard to conflict of law principles). The laws of the state of Delaware pertaining to trusts (other than the Statutory Trust Act) shall not apply to this Master Trust Agreement.

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Section 10.8 Counterparts; Electronic Signature. This Master Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The parties agree that this Master Trust Agreement may be signed by any party electronically (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) and that an electronic signature appearing on this Master Trust Agreement, as well as any signature transmitted by facsimile, pdf format or other electronic means, is the same as an original handwritten signature for the purposes of validity, enforceability and admissibility.

Section 10.9 Severability. Any provision of this Master Trust Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, each of the parties hereby waives any provision of applicable law that renders any such provision prohibited or unenforceable in any respect.

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[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, each of the parties has caused this Master Trust Agreement to be duly executed as of the day and year first above written.

INITIAL BENEFICIARY:

NLC FINANCIAL SERVICE HQ BENEFICIARY LLC, a Delaware limited liability company

By: NLC MANAGER LLC, a Delaware limited liability company, its Manager

By: _____
Name: Bruce S. MacDonald
Title: Manager

THE TRUSTEE:

NLC FINANCIAL SERVICE HQ TRUSTEE LLC, a Delaware limited liability company

By: NLC MANAGER LLC, a Delaware limited liability company, its Manager

By: _____
Name: Bruce S. MacDonald
Title: Manager

THE RESIDENT TRUSTEE:

THE CORPORATION TRUST COMPANY, a Delaware corporation

By:_____
Name: Jennifer A. Schwartz
Title: Asst. Vice President

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NLC FINANCIAL SERVICE HQ DST

Beneficial Owner
Counterpart Signature Page

By signature hereof, the undersigned Beneficial Owner agrees to be bound by all of the terms and conditions of the Master Trust Agreement of NLC FINANCIAL SERVICE HQ DST.

NLC FINANCIAL SERVICE HQ BENEFICIARY LLC, a Delaware limited liability company

By: NLC MANAGER LLC, a Delaware limited liability company, its Manager

By: _____
Name: Bruce S. MacDonald
Title: Manager

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EXHIBIT A
REAL ESTATE

The land referred to in this policy is described as follows: City of Detroit, County of Wayne, State of Michigan:

Parcel 1:

Lots 24, 25 and 26 of Plat of Park Lots 84, 85 and 86, as subdivided May 7, 1835 by A.E. Hathon, Surveyor, as

recorded in Liber 7 City Records, Page 27, Wayne County Records.

Parcel 2:

Lots 3 and 4 of the Subdivision of Park Lots 84, 85 and 86, Detroit, as recorded in Liber 7 City Records, Page 27,

Wayne County Records.

Combined/As-Surveyed Description:

ALL OF LOTS 3, 4, 24, 25, AND 26 OF PLAT OF PARK LOTS 84, 85, AND 86 AS RECORDED IN LIBER 7, PAGE 27

OF DEEDS, WAYNE COUNTY RECORDS AND ALSO INCLUDING THE VACATED (OUTRIGHT) RIGHT OF WAY (10'X220.38') IN ELIZABETH STREET (60 FEET WIDE) AS RECORDED IN LIBER 55450, PAGE 728, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4, ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF W. ELIZABETH STREET (60 FEET WIDE) AND THE WEST RIGHT OF WAY LINE OF WOODWARD AVENUE (120 FEET WIDE); THENCE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 27 DEGREES 41 MINUTES 31 SECONDS EAST, 94.78 FEET TO A POINT AT THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE OF WOODWARD AVENUE AND THE NORTH LINE OF A PUBLIC ALLEY (10 FEET WIDE); THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID NORTH LINE OF ALLEY: (1) SOUTH 58 DEGREES 51 MINUTES 27 SECONDS WEST, 94.54 FEET, (2) NORTH 31 DEGREES 06 MINUTES 36 SECONDS WEST, 5.00 FEET TO A POINT ON THE NORTH LINE OF A PUBLIC ALLEY (20 FEET WIDE), (3) SOUTH 58 DEGREES 51 MINUTES 27 SECONDS WEST, 120.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 24; THENCE ALONG THE WEST LINE OF SAID LOT 24, NORTH 31 DEGREES 11 MINUTES 29 SECONDS WEST, 99.87 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID W. ELIZABETH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 58 DEGREES 55 MINUTES 34 SECONDS EAST, 220.38 FEET TO A POINT ON THE WEST LINE OF WOODWARD AVENUE, THENCE SOUTH 31 DEGREES 04 MINUTES 26 SECONDS EAST, 10.00 FEET THE POINT OF BEGINNING.

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Re. 2025 Woodward Ave., Detroit, MI 48226

Tax Parcel No.: 02001865.001

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EXHIBIT B

CERTIFICATE OF TRUST
OF NLC FINANCIAL SERVICE HQ DST

THIS CERTIFICATE OF TRUST OF NLC FINANCIAL SERVICE HQ DST (the "Trust") is being duly executed and filed by the undersigned on behalf of the Trust to form a statutory trust under the Delaware Statutory Trust Act (12 Del. C. §§3801 et seq.) (as amended, the "Statutory Trust Act").

1. Name. The name of the statutory trust being formed is NLC FINANCIAL SERVICE HQ DST.

2. Resident Trustee. The name and business address of the trustee of the Trust with a principal place of business in the State of Delaware is as follows:

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington 19801

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Trust in accordance with Section 3811(a) of the Statutory Trust Act.

NLC FINANCIAL SERVICE HQ TRUSTEE LLC,
a Delaware limited liability company, as trustee

By: NLC Manager LLC, a Delaware limited liability company, as manager

By: _____
Name:
Title:

THE CORPORATION TRUST COMPANY, a Delaware corporation, as Resident Trustee

By: _____
Name:
Title:

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EXHIBIT C

OWNERSHIP RECORDS

FOR

NLC FINANCIAL SERVICE HQ DST

[_____], 202[__]

Name:	Mailing Address:	Percentage (%) Beneficial Interest
NLC FINANCIAL SERVICE HQ BENEFICIARY LLC	c/o Net Lease Capital Advisors LLC 10 Tara Boulevard, Suite 501 Nashua, NH 03062	100.00

[signature page follows]

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I hereby certify that the foregoing Ownership Records are complete and accurate as of the date set forth above.

NLC FINANCIAL SERVICE HQ DST, a Delaware statutory trust

By: NLC FINANCIAL SERVICE HQ TRUSTEE LLC, a Delaware limited liability company, as trustee

By: NLC Manager LLC, a Delaware limited liability company, as manager

By:_____
Name:
Title:

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EXHIBIT D

AGREEMENT OF ASSIGNEE OR TRANSFEREE BENEFICIAL OWNER OF

NLC FINANCIAL SERVICE HQ DST

_____, 20__ [5]

In connection with the purchase on the date hereof of [____] percent (__.__%) of the Beneficial Interests, the undersigned has received and reviewed, with assistance from such legal, tax, investment, and other advisors and skilled Persons (as defined below) as the undersigned has deemed appropriate, the Master Trust Agreement of NLC FINANCIAL SERVICE HQ DST, dated as of [_____] [__], 202[__] (the "Master Trust Agreement"), by and among NLC FINANCIAL SERVICE HQ BENEFICIARY LLC, as the Initial Beneficiary, NLC FINANCIAL SERVICE HQ TRUSTEE LLC, as the Trustee and THE CORPORATION TRUST COMPANY, as the Resident Trustee, and as of the date hereof hereby covenants and agrees to be bound by the Master Trust Agreement as a Beneficial Owner. All capitalized terms used herein, and not defined herein shall have the meanings given to such terms in the Master Trust Agreement.

In connection with the purchase of the Beneficial Interests, the undersigned hereby, effective as of the effective date of Trustee's signature below:

1. Represents, warrants and covenants that the undersigned: (i) understands and is aware that there are substantial uncertainties regarding the treatment of the undersigned's Beneficial Interests as an interest in real estate for U.S. federal income tax purposes; (ii) has independently obtained advice from its legal counsel and/or accountant regarding any deferral of gain under Code Section 1031, including, without limitation, whether the acquisition of the undersigned's Beneficial Interests may qualify as part of a tax-deferred exchange, and the undersigned is relying on such advice and not on the Master Trust, the Trustee, the Resident Trustee or the undersigned's transferor or assignor regarding the tax treatment of the Beneficial Interests; (iii) is aware that while the Internal Revenue Service (the "IRS") has issued Revenue Ruling 2004-86 (the "Revenue Ruling") specifically addressing Delaware statutory trusts, the Revenue Ruling is merely guidance and is not a "safe-harbor" for taxpayers or sponsors, and, without the issuance of a private letter ruling on a specific offering, there is no assurance that the undersigned's Beneficial Interests will not be treated as a partnership interest for U.S. federal income tax purposes; (iv) understands that the Master Trust has not obtained a ruling from the IRS that the undersigned's Beneficial Interests will be treated as an undivided interest in real estate as opposed to an interest in a partnership; (v) understands that the tax consequences of an investment in the undersigned's Beneficial Interests, especially the treatment of the transaction described herein under Code Section 1031 and the related rules, are complex and vary with the facts and circumstances of each individual purchaser; (vi) understands that, no assurance can be given that a purchaser's Beneficial Interests "will" be considered a real property interest and not a partnership interest for U.S. federal income tax purposes; and (vii) shall, for U.S. federal income tax purposes,

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[5] Insert date of closing of the subject sale

report the purchase of the Beneficial Interests by the undersigned as a purchase by the undersigned of a direct ownership interest in the Real Estate.

2. Acknowledges that the Beneficial Interests are governed by the terms and conditions of the Master Trust Agreement, and under certain circumstances by the applicable form of limited liability company agreement contemplated under Section 9.2 of the Master Trust Agreement, all of which the undersigned accepts and by which the undersigned agrees by execution hereof to be legally bound notwithstanding that its signature will not be required thereon, and further agrees that by its execution hereto, it hereby makes for the benefit of Initial Beneficiary, the Master Trust and the Trustee, each of the representations, acknowledgements and covenants set forth in Section 6.6 of the Master Trust Agreement and all such representations, acknowledgements and covenants are deemed to be incorporated herein.

3. Represents and warrants that the undersigned has full right, power and authority to purchase the undersigned's Beneficial Interests and the execute and deliver this Agreement of Assignee or Transferee Beneficial Owner, and the transaction will not require the consent of any Person not otherwise obtained.

4. Represents, warrants and covenants that, if the undersigned is acquiring a portion of the Beneficial Interests in a fiduciary capacity, (i) the representations, warranties, agreements, acknowledgments and understandings of the undersigned herein shall be deemed to have been made on behalf of the Person or Persons for whose benefit such portion of Beneficial Interests is being acquired, (ii) the name of such Person or Persons is indicated below the undersigned's name, and (iii) such further information as the Trustee deems appropriate shall be furnished by the undersigned regarding such Person or Persons.

The indemnification set forth in Section 6.6(d) of the Master Trust Agreement shall be deemed incorporated herein.

The undersigned agrees that the representations, warranties, covenants, acknowledgments, understandings and indemnities of the undersigned herein are made for the benefit of the Master Trust, the Trustee and the Indemnified Persons, and may be relied upon by the Master Trust, the Trustee and the Indemnified Persons as if they were parties to this Agreement of Assignee or Transferee Beneficial Owner, and shall survive the undersigned's acquisition of the Beneficial Interest indefinitely.

This Agreement of Assignee or Transferee Beneficial Owner may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The parties agree that this Agreement of Assignee or Transferee Beneficial Owner may be signed by any party electronically (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) and that an electronic signature appearing on this Agreement, as well as any signature transmitted by facsimile, pdf format or other electronic means, is the same as an original handwritten signature for the purposes of validity, enforceability and admissibility.

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[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned has signed this Agreement of Assignee or Transferee Beneficial Owner as of the date written below.

_____
Name:

ACCEPTED AS OF THE DATE WRITTEN BELOW:

NLC FINANCIAL SERVICE HQ TRUSTEE LLC, as Trustee

By: NLC MANAGER LLC, as Manager

By: _____
Bruce S. MacDonald
Manager

Date: _____

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AGREEMENT OF ASSIGNEE OR TRANSFEREE BENEFICIAL OWNER OF

NLC FINANCIAL SERVICE HQ DST

CONSENT OF SPOUSE

(FOR INDIVIDUAL TRANSFEREES IN COMMUNITY PROPERTY STATES, WHICH ARE CURRENTLY ALASKA[6], ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON, AND WISCONSIN)

I, _____ [print name], spouse of _____[print name], have read and hereby approve of the Agreement of Assignee or Transferee Beneficial Owner, which my spouse has signed. I hereby appoint my spouse as my attorney-in-fact with respect to the exercise of any rights related to the transfer of any such Beneficial Interests and agree to be bound by the provisions of the Agreement of Assignee or Transferee Beneficial Owner and any other documents related to the transfer of any such Beneficial Interests insofar as I may have any rights in said documents or any property or interest subject thereto under the community property laws of the State of _____ or similar laws relating to marital property in effect in the state of our residence as of the date of signing of the Agreement of Assignee or Transferee Beneficial Owner and any other documents related to the transfer of any such Beneficial Interests.

Signature: _____ Date:_____

Print Name:_____

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[6] If the Beneficial Interests are subject to an Alaskan law governed community property agreement or an Alaskan law governed community property trust, this Consent of Spouse should be completed.

EXHIBIT E

FORM OF LLC AGREEMENT

NLC FINANCIAL SERVICE HQ LLC

Form of Limited Liability Company
Operating Agreement

LIMITED LIABILITY COMPANY OPERATING AGREEMENT of NLC FINANCIAL SERVICE HQ LLC (the "***Company***") made as of _____, by and between [_____], a [_____], as manager (the "***Manager***"), and the individuals and entities listed on Schedule A hereto as members (the "***Members***").

WHEREAS, the Company was formed as a Delaware statutory trust on [_____] [__], 202[__] by filing of a Certificate of Trust with the Delaware Secretary of State.

WHEREAS, the Company owns 100% of the beneficial interests in NLC FINANCIAL SERVICE HQ DST ("***Landlord***"), a Delaware statutory trust, which owns real property and the building thereon located at [_____] (the "***Property***").

WHEREAS, on [_____], each of the Company and Landlord were converted from Delaware statutory trusts to Delaware limited liability companies by the filing of certificates of conversion with the Delaware Secretary of State pursuant to Section 3821 of the Delaware Statutory Trust Act.

WHEREAS, the Manager and the Members desire to continue the Company as a Delaware limited liability company in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

GENERAL PROVISIONS

Continuation and Name. The Manager and the Members hereby agree to continue the Company as a limited liability company under the laws of the State of Delaware under the name of NLC FINANCIAL SERVICE HQ LLC, or such other name as the Manager may select. The Manager will cause to be filed on behalf of the Company such assumed or fictitious name certificates as may from time to time be beneficial or required by law.

Place of Business. The Company will maintain a place of business at c/o Net Lease Capital Advisors LLC, 10 Tara Blvd., Suite 501, Nashua, New Hampshire 03062, such address as may be designated from time to time by the Manager.

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Purpose. The purpose of the Company is to own 100% of the membership interests in Landlord, which in turn will hold, lease, finance, sell, and otherwise deal with the Property, and to engage in such other activities as the Manager considers to be necessary or appropriate in connection with the purposes set forth above or incidental thereto.

Term. The Company will continue until 12:00 midnight on December 31, 2100, unless sooner terminated pursuant to the provisions of this Agreement or extended by mutual agreement of the Members.

Title to Company Property. All property owned by the Company will be owned by the Company as an entity, and no Member individually will have any ownership thereof.

MANAGEMENT

The Manager will have sole and complete charge of the affairs of the Company, and is authorized and will have authority to act on behalf of the Company in all matters respecting the Company and its operations, business or property, and no Member will have any authority whatsoever in connection therewith except as expressly provided in this Agreement. The Manager is authorized to sign agreements and checks on behalf of the Company. In addition, the Manager has full authority to make all management decisions for the Company's subsidiaries and Landlord.

MANAGER

Capital Contribution. The Manager will not contribute any funds to the capital of the Company in its capacity as Manager.

Manager Activity.

(a) The Manager will have responsibility for performing all actions which the Manager reasonably deems to be necessary in connection with the business of the Company.

(b) Limitations on the Company's Activities.

This Section 3.2(b) is being adopted in order to comply with certain provisions required in order to qualify the Company as a "Single Purpose Entity."

The Manager shall not, so long as the Loans are outstanding, amend, alter, change or repeal Article 1.3, 2, 3, 4.2, 6, 7, 9.4, or Schedule B of this Agreement without the written consent of the Lender. Subject to this Section 3.2(b), the Manager reserves the right to amend, alter, change or repeal any provisions contained in this Agreement in accordance with Section 9.2.

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The Manager shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises.

Notwithstanding any other provisions of this Agreement, so long as the Loans are outstanding, the Manager and any other Person shall take all actions necessary to cause the Company to comply with, and will refrain from taking any actions in violation of, the defined term "***Single Purpose Entity***" (as defined in Schedule B).

Compensation of the Manager. The Manager will not receive compensation for acting as Manager hereunder. The Manager will be reimbursed by the Company out of first available cash for all reasonable, documented expenditures made by the Manager on behalf of the Company and/or Landlord, together with interest on such expenditures from the date paid by the Manager to the date of reimbursement hereunder at the rate of fifteen percent (15%) per annum. Neither the Manager nor any of its affiliates may contract to provide services or goods to the Company except on the same terms as would be offered by an unrelated third party.

Liability of the Manager.

The Manager shall not be liable, responsible, or accountable in damages or otherwise to the Company or to any Member for any act or omission performed or omitted on behalf of the Company in good faith and in a manner reasonably believed by it to be within the scope of the authority granted to it by this Agreement and in its business judgment in the best interests of the Company, unless a court of competent jurisdiction, upon entry of a final judgment, shall find that such act or omission was due to willful misconduct, gross negligence, fraud or breach of any duty by the Manager provided for under this Agreement. All Members waive all rights to seek recourse against the Manager for breach of duties or obligations that are not required specifically by this Agreement.

The Manager shall not be personally liable for the return or payment of all or any portion of the capital contribution of or distributions to any Member (or any successor, assignee or transferee thereof), it being expressly agreed that any such return of capital contributions or distributions pursuant to this Agreement shall be made solely from the assets of the Company.

Without limiting the foregoing the Members hereby waive, to the fullest extent permitted by applicable law, any claims they may have (now or in the future) against the Manager based on allegations of breach of fiduciary duty (or related claims) relating to mismanagement, failure to exercise due care on behalf of the Company and/or failure to attain any level of profitability for the Company.

The Manager shall not be personally liable for the payment of any obligations under this Agreement with respect to causing the Company to be a Single Purpose Entity.

Indemnification of the Manager. The Company will defend, indemnify, hold harmless and exonerate to the fullest extent permitted by law the Manager against any losses, claims, damages or liabilities (including legal or other expenses reasonably incurred in investigating or defending against any such loss, claim, damages or liability), joint or several, arising out of its activities or involvement with the Company for or on behalf of the Company

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performed in good faith and believed by it to be in the best interests of the Company except for acts that constitute gross negligence, willful misconduct or fraud.

MEMBERS

Capital Contributions.

The Members have contributed capital to the Company in the amounts set forth in the books and records of the Company.

Each Member, based on such Member's pro rata share (based on the Percentage Interests or as otherwise set forth herein), at its option, may loan additional funds to the Company to (i) reimburse the Manager for amounts paid by the Manager on behalf of the Company for which the Company is obligated to reimburse the Manager, together with interest, as set forth in Section 3.3, and (ii) pay for costs and expenses required to be paid by the Company in order for the Company to comply with its obligations under any lease or loan document to which it is a party. If any Member declines to make such a loan within ten (10) days following a written request therefore from the Manager, one or more other Members may make such a loan on behalf of the non-participating Member, in accordance with their relative Percentage Interests or as otherwise agreed by the participating Members. The Members which loan such funds will also be paid interest on such loans from the date of the loan to the date of repayment at the rate of fifteen percent (15%) per annum (but not in excess of the highest rate permitted by applicable laws). The Manager will notify the Members of all amounts due from the Company to the Manager under Section 3.3 or which are otherwise required for the Company to meet its obligations from time-to-time in order to enable Members to provide loans as contemplated above. Any such loans will be repaid by the Company to the Members providing such loans pro rata, from available cash as reasonably determined by the Manager, before any distributions are made to the Members under Section 5.2.

Except as set forth above, the Members have no obligation to contribute additional funds or make loans to the Company.

Power. The Members will not (i) be permitted to take part in the control or conduct of the business or affairs of the Company; (ii) have any voice in the management or operation of any Company assets; (iii) have the authority or power in their capacity as Members to act as agent for or on behalf of the Company or any other Members to do any act which would be binding on the Company or any other Member; or (iv) to incur any liabilities or make any expenditures on behalf of or with respect to the Company; except as expressly provided herein or required by law.

Liability. The liability of the Members for the losses, debts and obligations of the Company will be limited to their capital contributions and their shares of any undistributed net profits.

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ALLOCATIONS; DISTRIBUTIONS

Capital Accounts. A separate capital account will be maintained for each Member. Each Member's capital account will be maintained in accordance with the rules provided in Treasury Regulation Section 1.704-l(b)(2)(iv) or any successor Regulation thereto. The Manager will have the discretion to make any elections required pursuant to such Regulations in maintaining the capital accounts of the Members.

Distributions.

In General. Except as provided in Section 5.2(b), all cash available for distribution to the Members, after payment of all expenses and liabilities of the Company and all other amounts owed to third parties and establishment of reasonable reserves, will be distributed among the Members in accordance with their Percentage Interests (as set forth on Schedule A). Cash distributions will be made within 10 days after receipt of revenues by the Company.

Liquidating Distributions. Net proceeds available for distribution on liquidation of the Company will be distributed to the Members in accordance with the positive balances in their capital accounts, after capital accounts have been adjusted to reflect all allocations of income and loss and distributions made up to the date of liquidation. The Members intend that any such distributions will be in accordance with their Percentage Interests. Such distributions will be made within 10 days after receipt of proceeds by the Company.

Withholding on Withdrawals, Distributions and Allocations. Notwithstanding any other provision of this Agreement, the Manager is authorized to cause the Company to withhold and pay over to the Internal Revenue Service and any state and/or other governmental authority pursuant to any applicable provisions of the Internal Revenue Code, and any successor provisions or comparable provisions of other applicable federal and state tax laws, at the time required by those provisions or the applicable governmental authorities, the amounts the Company is required to withhold by those provisions or authorities, as from time to time in effect. Each Member shall furnish the Manager with such information, forms and certifications as the Manager may require and as are necessary to comply with the regulations governing the obligations of withholding tax agents, as well as such information, forms and certifications as are necessary with respect to any withholding taxes imposed on income or gains of the Company and represents and warrants that the information and forms furnished by such Member shall be true and accurate in all respects. Each Member hereby agrees to pay such Member's own income taxes arising from any distributions, payments and/or allocations made to such Member pursuant to this Agreement, and to indemnify, defend, protect and hold the Company and the other Members wholly harmless from and against any and all damages, claims, costs, fees (including, without limitation, attorneys' fees and costs) and expenses including any liability for taxes of any type whatsoever (including withholding taxes), penalties, additions to tax and interest that are assessed against the Company and/or the other Members arising out of any distributions, payments and/or allocations made to such Member under this Agreement. To the extent the indemnifying Member is otherwise entitled to receive distributions from the Company, any such damages, fees, costs and expenses may be offset and recovered by the Company from amounts that would otherwise be distributed to such

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Member. For purposes of this Agreement, any taxes or other amounts withheld and/or paid by the Company with respect to a Member's distributive share of the Company's income shall be treated for all purposes of this Agreement as a cash distribution to such Member pursuant to this Section 5.2.

Profit and Loss.

Losses. Any net losses of the Company will be allocated among the Members in accordance with their Percentage Interests.

Profits. Any net profits of the Company will be allocated among the Members in accordance with their Percentage Interests.

Special Allocations.

The following special allocations shall be made in the following order:

Minimum Gain Chargeback. If there is a net decrease in Minimum Gain (defined below) during any fiscal year, then items of income and gain for such fiscal year (and subsequent fiscal years, if necessary) shall be allocated to each Member in an amount equal to the portion of such Member's share of the net decrease in Minimum Gain (or any lesser amount as determined under Treasury Regulation Section 1.704-2). "Minimum Gain" shall, for the purposes of this Section, have the meaning set forth in Treasury Regulation 1.704-2(d).

Qualified Income Offset. If at the end of any fiscal year any Member has a deficit balance in his or its capital account and such deficit is caused or increased by an unexpected adjustment, allocation or distribution described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), then items of income and gain shall be allocated to such Member in the amount and proportion necessary to eliminate such deficit balance as quickly as possible.

Other Regulatory Allocations. Allocations of income and loss will otherwise be made in compliance with the requirements of applicable Treasury Regulations as determined by the Manager based on the advice of the Company's tax advisors.

Items of income and gain allocated pursuant to this Section 5.4 in any fiscal year shall not be taken into account in calculating net income or net loss for that fiscal year which is otherwise allocable pursuant to Section 5.3.

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DISSOLUTION OF THE COMPANY

Dissolution. The Company will be dissolved upon the happening of the first to occur of the following: (i) 12:00 midnight on December 31, 2100 (unless such date is extended by the mutual agreement of the Members); (ii) the written consent by a majority vote (based on Percentage Interest; a "***Majority Vote***") of the Members to dissolution; or (iii) the entry of a decree of judicial dissolution.

Liquidation and Termination.

Liquidation and termination of the Company will be conducted and supervised by the Manager, who will proceed with reasonable promptness to liquidate the Company. Profits and losses incurred during the course of the liquidation will continue to be allocated among the Members in accordance with the provisions of Article 5. Proceeds from liquidation of the Company's assets will be applied in accordance with the provisions of Article 5.

Dissolution of the Company will be effective on the day on which the event occurs giving rise to the dissolution, but the Company will not terminate until the Company's Certificate of Formation has been cancelled and the assets of the Company have been distributed as provided herein. Notwithstanding the dissolution of the Company prior to the termination of the Company, as aforesaid, the business of the Company and the affairs of the Members will continue to be governed by this Agreement. Upon dissolution, the Manager will liquidate the assets of the Company, apply and distribute the proceeds thereof as contemplated by this Agreement and cause the cancellation of the Company's Articles of Organization.

Notwithstanding anything to the contrary herein, so long as any portion of the Loan remains outstanding, (A) the Company shall be dissolved, and its affairs shall be wound up only upon the first to occur of the following: (x) the termination of the legal existence of the last remaining member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining member of the Company in the Company unless the business of the Company is continued in a manner permitted by its operating agreement or the Delaware Limited Liability Company Act, as amended (the "***Act***") or (y) the entry of a decree of judicial dissolution under Section 18-802 of the Act; (B) the bankruptcy of the sole member of the Company shall not cause such member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution; (C) in the event of the dissolution of the Company, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act and (D) to the fullest extent permitted by law, the sole member shall irrevocably waive any right or power that it might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company.

As used herein, the following terms shall have the following meanings:

"***Lease***" means the lease relating to the Property, together with all amendments, supplements and modifications thereto.

"***Loans***" means, collectively, the Senior Loan and the Subordinated Loan.

"***Senior Assignment of Leases and Rents***" means the assignment of leases and rents assigning the Lease to the Senior Lender as security for the Senior Loan, as may be amended from time to time.

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"***Senior Financing Documents***" means the Senior Note, the Senior Mortgage, the Senior Assignment of Leases and Rents, a hazardous material indemnity agreement, an indemnity and guaranty agreements and any other documents or agreements contemplated by any of the foregoing or otherwise required by Senior Lender.

"***Senior Lender***" means, collectively, the lender of the Senior Loan to the Property LLC with respect to the Property.

"***Senior Loan***" means that certain loan to the Property LLC from Senior Lender as evidenced and secured by the Senior Financing Documents.

"***Senior Mortgage***" means the mortgage and security agreement or deed of trust and security agreement, as the case may be and as may be amended from time to time, encumbering the Property as security for the Senior Loan.

"***Senior Note***" means the note evidencing the Senior Loan, as may be amended from time to time.

"***Subordinated Assignment of Leases and Rents***" means the assignment of leases and rents assigning the Leases to the Subordinated Lender as security for the Subordinated Loan.

"***Subordinated Financing Documents***" means the Subordinated Notes, the Subordinated Mortgage, the Subordinated Assignment of Leases and Rents, a hazardous material indemnity agreement, an indemnity and guaranty agreements and any other documents or agreements contemplated by any of the foregoing or otherwise required by Subordinated Lender.

"***Subordinated Lender***" means lender of the Subordinated Loan to the Property LLC with respect to the Property.

"***Subordinated Loan***" means that certain loan to the Property LLC from Subordinated Lender as evidenced and secured by the Subordinated Financing Documents.

"***Subordinated Mortgage***" means the mortgage and security agreement or deed of trust and security agreement, as the case may be and as may be amended from time to time, encumbering the Property as security for the Subordinated Loan.

"***Subordinated Notes***" means the notes evidencing the Subordinated Loan.

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TRANSFER OF INTEREST

Assignment by Manager and Members. The Manager may not assign or transfer its interests in the Company without a Majority Vote of the Members, not to be unreasonably withheld. In the event of the withdrawal, death or inability of the Manager to serve as Manager hereunder, a replacement Manager will be appointed by the Members by a Majority Vote. The Members may not assign their interests in the Company without the consent of the Manager, not

to be unreasonably withheld. In addition, each Member agrees on behalf of itself and its direct and indirect equity owners that such Member will not, and such Member will not consent to or permit transfers of direct or indirect equity interests in such Member without complying with the applicable requirements of the Company's and Landlord's lenders. The Manager agrees to assist each Member in complying with such requirements. For purposes hereof, among other reasons, it will be deemed to be reasonable for the Manager to withhold consent to a transfer by a Member if the proposed transfer will, as determined by the Manager in its reasonable discretion (or based on the advice of legal counsel to the Company) (a) cause a termination of the Company under Section 708 of the Internal Revenue Code or comparable provisions of Delaware law, (b) result in a transfer tax being payable, (c) result in a reassessment of the Property for real estate tax purposes (d) be to a person restricted under International Trade Control Laws or "OFAC" (Specially Designated Nationals and Blocked Persons) or (e) cause a default under any of the Senior Financing Documents or Subordinated Financing Documents. In addition, no Member may transfer any part of its interest in the Company, or permit a transfer of a direct or indirect equity interest in such Member, if such transfer would not constitute a transfer permitted without the consent of the lenders under the financing documents to which the Company is a party, and any purported transfer in violation of this restriction shall be void and of no force or effect. In the event any Member (or any direct or indirect equity owner of such Member) completes a transfer prohibited hereunder and such transfer is deemed to be effective notwithstanding the foregoing, the transferor Member shall indemnify the Company for all liabilities, costs and expenses incurred in connection therewith, including without limitation any transfer taxes and lender fees. Subject to clauses (a) through (e) above, Members may transfer interests to members of their families or entities owned by members of their families, or by will upon the death of a Member.

Ownership of Interest. The Company and the Manager will be entitled to treat the record owner of any Member's interest as the absolute owner thereof in all respects, and will incur no liability for distribution of cash or other property made in good faith to such owner until such time as a written assignment of such interest has been received by the Manager and recorded on the books of the Company.

BOOKS, RECORDS, REPORTS AND ACCOUNTING

Books and Records. The Company will maintain full and accurate books and records at such place as the Manager may determine, and will make such books and records available for inspection by the Members at all reasonable times.

Reports.

The Company will use its best efforts to furnish to any Member such information about the Company and its business as such Member may from time to time reasonably request.

Within 90 days after the end of each calendar year, the Company will furnish to the Members such information as may be needed to enable the Members to file their Federal income tax returns, any required state income tax returns and any other reporting or filing requirements imposed by any governmental agency or authority.

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Banking. All funds of the Company will be deposited in such bank accounts as the Manager may designate, and withdrawals from such bank accounts will be made upon such signature or signatures as the Manager may designate.

Fiscal Year; Accounting Method. The fiscal year of the Company will be the calendar year. The Company will utilize the cash method of accounting unless otherwise required by law.

Partnership Representative. The Manager shall act as the "partnership representative" within the meaning of Section 6223 of the Internal Revenue Code as in effect following the effective date of its amendment by the Bipartisan Budget Act of 2015 and any comparable provision of applicable state law (the "***Partnership Representative***"). The Partnership Representative shall complete any necessary actions to effect such designation and take any action as may be necessary or advisable pursuant to Sections 6221 through 6241 of the Internal Revenue Code and any comparable provision of applicable state law. In the event that the Company becomes liable for any taxes, interest or penalties under Section 6225 of the Internal Revenue Code and any comparable provision of applicable state law each person or entity that was a Member of the Company for the taxable year to which such liability relates shall promptly pay to the Company and indemnify, defend and hold harmless the Company for such Member's allocable share of the amount of such tax liability, including any interest and penalties associated therewith. A Member's obligations under this Section 8.5 shall survive (i) the termination, dissolution, liquidation and winding-up of the Company and (ii) any transfer of all or any portion of the Member's membership interest.

Notwithstanding the foregoing, pursuant to Section 6226 of the Internal Revenue Code and any applicable state law, the Partnership Representative may elect, to the extent such election is available, with respect to a taxable year beginning on or after January 1, 2018 in which the Internal Revenue Service or any governmental authority examines the Company's items of income, gain, loss, deduction, credit or any Member's distributive share thereof (the "***Reviewed Year***") to issue adjusted Schedules K-1 to the people or entities which were Members at any time during the Reviewed Year, in which case the Company will not take into account an "imputed underpayment" as described in Section 6225(b) of the Internal Revenue Code and any applicable state law, proposed from such Reviewed Year, and instead, the people or entities which were Members at any time during the Reviewed Year hereby agree that they will take into account such imputed underpayment specifically attributable to such Reviewed Year on their individual tax returns in the applicable "adjustment year" as described in Section 6225(d)(2) of the Internal Revenue Code and any applicable state law.

The Partnership Representative agrees to keep the Members informed with respect to any tax audits (including promptly notifying the Members if any tax return or report of the Company is audited or if any adjustments are proposed by any governmental entity) and promptly provide to the Members copies of any correspondence or other documents received concerning administrative or judicial actions relating to tax matters.

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MISCELLANEOUS

Notices. All notices, requests or other communications hereunder will be in writing and will be deemed to have been duly given when delivered by hand, by overnight courier service, or by facsimile or email with a second copy sent on the same day by overnight courier service, addressed to the parties' respective addresses set forth on Schedule A or such other address as will be designated by the addressee in accordance herewith.

Amendment; Power of Attorney. This Agreement constitutes the entire understanding of the parties. Amendments to this Agreement which do not affect the rights of the Members in any material respect may be made by the Manager. Any other amendment may be made by the Manager only with the consent of the Members by a Majority Vote, provided, that no amendment which adversely affects one or more specific Members (as opposed to all existing Members as a group) may be made without the consent of the affected Member(s); provided, however, this Agreement may be amended by the Manager without the consent or approval of any Member to correct scrivener's errors, to clarify any ambiguities in Agreement as determined by the Manager or as reasonably necessary or advisable, or to comply with any new securities and/or tax laws or regulations, or any modifications thereto. The Members hereby irrevocably constitute the Manager as their true and lawful attorney-in-fact, in their name, place and stead, to do all acts and execute and record all documents as may be necessary or, in the judgment of such attorney-in-fact, appropriate to effectuate any amendment authorized by this Section 9.2.

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware.

Sale or Refinancing. Manager shall have the right to engage advisors, brokers or investment banks to effectuate a sale of the Property or the refinancing of the any of the loans secured by the Property or the direct or indirect ownership interests in Landlord, including, without limitation, any affiliate of Manager, so long as the fee payable to any such affiliate of Manager is no greater than the fee that would have been payable to a third party in an arms-length transaction.

Benefit. This Agreement will be binding upon and will inure to the benefit of the Manager and the Members, and their respective successors, heirs and permitted assigns.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The parties agree that this Agreement may be signed by any party electronically (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) and that an electronic signature appearing on this Agreement, as well as any signature transmitted by facsimile, pdf format or other electronic means, is the same as an original handwritten signature for the purposes of validity, enforceability and admissibility.

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IN WITNESS WHEREOF, the parties have hereunto signed this Agreement as of the day and year first above written.

MANAGER:

[_____], a [_____]

By: _____
Name:
Title:

MEMBERS:

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NLC FINANCIAL SERVICE HQ LLC

SCHEDULE A

Member	Percentage Interest
TOTAL	100%

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Schedule B

SINGLE PURPOSE ENTITY REQUIREMENTS

"***Single Purpose Entity***" shall mean a limited liability company that shall:

(i) not own any asset or property other than the beneficial interests in Landlord;

(ii) maintain books and records separate from any other person or entity, and maintain its books, records, resolutions and agreements as official records;

(iii) maintain its bank accounts separate from any other person or entity;

(iv) not commingle its assets with those of any other person or entity and hold all of its assets in its own name;

(v) conduct its own business in its own name;

(vi) maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity and file its own tax returns where required by applicable code or regulation, provided that the Master Trust may be consolidated with the its parent for accounting purposes in accordance with generally accepted accounting principles and may be consolidated with its parent for tax purposes;

(vii) pay its own liabilities and expenses only out of its own funds as the same shall become due;

(viii) observe all limited liability company and other organizational formalities;

(ix) maintain an arm's-length relationship with its Affiliates and enter into transactions with its Affiliates only on a commercially reasonable basis upon terms and conditions that are intrinsically fair;

(x) not hold out its credit as being available to satisfy the obligations of any other person or entity;

(xi) not acquire the obligations or securities of its Affiliates, including partners, members or shareholders, as appropriate, other than investment-grade securities acquired in arms'-length transactions;

(xii) not make loans or advances to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (other than cash and investment-grade securities);

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(xiii) use separate stationery, invoices, and checks bearing its own name;

(xiv) not pledge its assets for the benefit of any other person or entity except as may be required by the Subordinated Financing Documents;

(xv) hold itself out as a legal entity separate and distinct from any other entity;

(xvi) correct any known misunderstanding regarding its status as a separate entity;

(xvii) not identify itself as a division of any other person or entity;

(xviii) maintain adequate capital, if any, for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations; and

(xix) maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or any other person.

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EXHIBIT F

SINGLE PURPOSE ENTITY REQUIREMENTS

"***Single Purpose Entity***" shall mean a Delaware statutory trust or a limited liability company that shall:

(i) not own any asset or property other than the Property Trust Beneficial Interests;

(ii) maintain books and records separate from any other person or entity, and maintain its books, records, resolutions and agreements as official records;

(iii) maintain its bank accounts separate from any other person or entity;

(iv) not commingle its assets with those of any other person or entity and hold all of its assets in its own name;

(v) conduct its own business in its own name;

(vi) maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity and file its own tax returns where required by applicable code or regulation, provided that the Master Trust may be consolidated with the its parent for accounting purposes in accordance with generally accepted accounting principles and may be consolidated with its parent for tax purposes;

(vii) pay its own liabilities and expenses only out of its own funds as the same shall become due;

(viii) observe all limited liability company and other organizational formalities;

(ix) maintain an arm's-length relationship with its Affiliates and enter into transactions with its Affiliates only on a commercially reasonable basis upon terms and conditions that are intrinsically fair;

(x) not hold out its credit as being available to satisfy the obligations of any other person or entity;

(xi) not acquire the obligations or securities of its Affiliates, including partners, members or shareholders, as appropriate, other than investment-grade securities acquired in arms'-length transactions;

(xii) not make loans or advances to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (other than cash and investment-grade securities);

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(xiii) use separate stationery, invoices, and checks bearing its own name;

(xiv) not pledge its assets for the benefit of any other person or entity except as may be required by the Subordinated Financing Documents;

(xv) hold itself out as a legal entity separate and distinct from any other entity;

(xvi) correct any known misunderstanding regarding its status as a separate entity;

(xvii) not identify itself as a division of any other person or entity;

(xviii) maintain adequate capital, if any, for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations; and

(xix) maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or any other person.

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EXHIBIT C

Tax Opinion

(attached)

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Kelley Drye & Warren LLP
3 World Trade Center
175 Greenwich Street
New York, NY 10007
Tel: (212) 808-7800
Fax: (212) 808-7897

March 25, 2026

NLC Financial Service HQ DST
c/o Net Lease Capital Advisors LLC
Ten Tara Boulevard, Suite 501
Nashua, New Hampshire 03062

Ladies and Gentlemen:

NLC Financial Service HQ Trustee LLC (the "**Trustee**") and NLC Financial Service HQ DST (the "**Master Trust**") have retained Kelley Drye & Warren LLP to address certain federal income tax consequences and render opinions on specific federal income tax issues in connection with the transactions described in the Confidential Private Placement Memorandum with respect to the Master Trust (the "**Memorandum**"). Any capitalized term used and not otherwise defined herein shall have the same meaning as set forth in the Memorandum.

This opinion does not address the individual tax consequences of any taxpayer, and each taxpayer should consult with its own independent tax advisor with respect to the tax consequences of a purchase of an Interest.

The interests being sold hereunder constitute 79.30% of the total beneficial interests in the Trust. The remaining 20.70% of the total beneficial interests in the Trust are held by one or more third parties. The Trust is the sole beneficial owner of NLC Financial Service HQ Owner DST, a Delaware statutory trust (the "**Property Trust**"). NLC Financial Service HQ Trustee LLC, a Delaware limited liability company, will act as the Trustee with respect to the Trust and the Property Trust (the "**Trustee**"). The Property Trust is the owner of an approximately 420,012-square foot 20-story commercial office tower (the "**Building**") and structured parking garage (the "**Parking Garage**") containing approximately 319 parking spaces, situated on approximately 0.51 acres of land (the "**Land**" and, together with the Building and the Parking Garage, collectively, the "**Property**"), leased by The Huntington National Bank, a national banking association (successor by merger to TCF National Bank, successor by merger to Chemical Bank) (the "**Tenant**"). The Property is located in Detroit, Michigan. The Property is 100% leased to the Tenant pursuant to a lease (as amended, the "**Lease**") having an original term of 22.5 years. The Lease is backed by a Guaranty Agreement ("**Guaranty**") from Huntington Bancshares Incorporated, a Maryland corporation (successor by merger to TCF Financial Corporation, successor by merger to Chemical Financial Corporation) (the "**Guarantor**").

In rendering our opinion, we have reviewed the following documents:

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(i) The Memorandum;

(ii) The Master Trust Agreement and the Property Trust Agreement;

(iii) The Purchase Agreement;

(iv) The Lease;

(v) The Appraisal of the Property prepared by Frisco Valuation Group, LLC, dated March 1, 2026 (the "**Appraisal**"); and

(vi) The loan documents, as described in the Memorandum (collectively, the "**Transaction Documents**").

In rendering our opinion, we have relied upon the representations set forth in that certain representation letter provided to us on March 25, 2026 signed on behalf of the Master Trust and the Trustee (the "**Representation Letter**"). We have assumed that the representations are true, correct and complete in all respects as of the date hereof. In rendering our opinion, we have also relied on the Appraisal, which we also assume is true, correct and complete in all respects, as of the date hereof. In addition, in rendering our opinion, we have assumed that the Transaction Documents are properly executed and delivered, and are enforceable in accordance with their terms.

The discussion set forth below is based upon the Internal Revenue Code of 1986, as amended, to the date of this opinion (the "**Code**"), Treasury Regulations promulgated and proposed thereunder, current administrative positions of the Internal Revenue Service ("**IRS**") contained in published Revenue Rulings and Revenue Procedures and existing judicial decisions. The conclusions expressed in this opinion are limited to facts and authorities existing as of the date hereof, and we assume no obligation or responsibility to update any of the material contained herein. The legal questions discussed herein are subject to varying interpretations, and the IRS and the courts may not agree with the tax positions taken in this letter. No assurance can be given that forthcoming legislation, administrative changes or court decisions will not significantly modify the tax consequences discussed in this letter. A change in the tax law may or may not be applied retroactively to transactions entered into or completed prior to the adoption of any such change. Furthermore, this opinion is conditioned upon the accuracy and completeness of the representations set forth in the Representation Letter as well as the accuracy of the Appraisal.

In summary, based upon our review of the Transaction Documents, the Appraisal and the Representation Letter, we are of the opinion that:

(i) The Master Trust and the Property Trust should each be treated as an "investment trust," described in Treasury Regulations Section 301.7701-4(c), that is classified as a "trust" under Treasury Regulations Section 301.7701-4(a);

(ii) The Beneficial Owners should be treated as "grantors" of the Master Trust and the Property Trust;

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(iii) As "grantors," the Beneficial Owners should be treated as owning an undivided fractional interest in the Property for federal income tax purposes, making the Interests eligible as replacement real property for purposes of Code Section 1031;

(iv) An Interest should not be treated as a "security" under Code Section 1031; and

(v) The Lease should be characterized as a "true lease" for federal income tax purposes.

A tax opinion rendered at a "should" confidence level, such as this opinion, involves a greater level of certainty than a "more likely than not" opinion, but it is not a "will" or "would" opinion, nor is it a guarantee of tax consequences. There can be no assurance that the IRS would agree with our conclusions, would not successfully challenge our conclusions upon audit or would not prevail in its challenge if litigated.

In addition, qualification of a transaction under Code Section 1031 for an Investor involves issues based upon many specific facts which are not and cannot be known to us. Therefore, we give no opinion as to the ability of any Investor to consummate a tax-deferred exchange of like-kind property under Code Section 1031. This opinion focuses only upon one aspect of qualifying under Code Section 1031, that is, whether the acquisition of an Interest can be treated as a direct acquisition of an interest in the Property for purposes of Code Section 1031. We are not opining as to whether some portion of the Property may be "personal property," as opposed to "real property," for purposes of Code Section 1031, or as to whether any amount paid by, or deemed paid by, the Investors with respect to certain costs or expenses of the offering, financing costs, and amounts paid to fund reserves will be deemed to constitute other consideration received in the exchange, rather than for the acquisition of real property. Finally, this opinion does not address state, local, or non-United States income tax consequences of the transaction described herein.

I. APPLICABLE FACTS

A. Acquisition

On March 11, 2026, NLC Financial Service HQ Owner LLC, a Delaware limited liability company and an Affiliate of the Sponsor (the "**Property LLC**"), purchased the fee interest in the Property for a purchase price consisting of cash in the amount of $23,741,815.39 as well as the assumption of the Senior Loan (as defined below) having a then-outstanding principal balance of $131,898,974.39 and (ii) the Property LLC and NLC Financial Service HQ LLC, a Delaware limited liability company and the sole member of the Property LLC, were converted to Delaware statutory trusts (the Property Trust and the Master Trust, respectively).

It is contemplated that NLC Financial Service HQ Holdings LLC will sell 79.30% of the beneficial interests in the Master Trust, and the remaining 20.70% of beneficial interests in the Master Trust will be owned by third parties. Assuming the purchase price payable for the 20.70% beneficial interests in the Master Trust is equal on a pro rata basis to the purchase price payable by the Purchasers for the 79.30% beneficial interests in the Master Trust, the aggregate purchase price will be

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$173,635,014, which will be funded with equity contributions expected to aggregate $29,952,040 and debt in the amount of $143,682,974.

The initial beneficiary under the Master Trust Agreement was NLC Financial Service HQ Beneficiary LLC, a Delaware limited liability company ("**NLC Beneficiary**"), which was liquidated and dissolved prior to the date of this Memorandum, resulting in 79.30% of the beneficial interest in the Trust being owned by NLC Financial Service HQ Holdings LLC and the remaining 20.70% of beneficial interest in the Trust being owned by one or more third parties. See "Acquisition Terms and Financing" for full summary of the acquisition.

B. Trust Agreements

Prior to the sale of Class A Interests to Investors, the Master Trust should be classified as a disregarded entity for federal income tax purposes, because it had a single beneficial owner

On the date of the first sale of Class A Interests to Investors, the Initial Beneficiary should be deemed for federal income tax purposes to have transferred all assets and liabilities in the Master Trust to a separate entity, intended to constitute an "investment trust" pursuant to Treasury Regulations Section 301.7701-4(c), and with each Beneficial Owner intended to be treated as if it held a direct ownership interest in the assets comprising the Master Trust Estate.

Pursuant to Section 3.2(b) of the Master Trust Agreement and Section 3.3 of the Property Trust Agreement, after the first sale of Class A Interests, none of the Trustee, the Beneficial Owners and/or the Master Trust have any power or authority to take, and each of them is expressly prohibited from taking, any of the following actions:

(i) sell, transfer or exchange the Property or Property Trust Beneficial Interests, except as required or permitted under Article 9 of the Master Trust Agreement or the Property Trust Agreement;

(ii) invest or reinvest any monies held by the Master Trust or the Property Trust (including Reserves), in anything other than Permitted Investments;

(iii) reinvest any monies of the Master Trust or the Property Trust, except to make minor nonstructural modifications or repairs to the Property as permitted under the Master Trust Agreement or the Property Trust Agreement;

(iv) reinvest the proceeds from the sale of the Property;

(v) renegotiate or refinance the Loan or enter into a new financing;

(vi) renegotiate the Lease or enter into new leases;

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(vii) make any modifications to the Property other than repairs and minor nonstructural modifications not contemplated by the Lease unless required by law;

(viii) accept any additional capital contributions from a Beneficial Owner; or

(ix) take any other action which would, in the opinion of tax counsel, cause the Master Trust or the Property Trust to be treated as a business entity for federal income tax purposes, if the effect of the action would be to create a power under the Master Trust Agreement or the Property Trust Agreement to "vary the investment of the certificate holders" under Treasury Regulations Section 301.7701-4(c)(1) and Revenue Ruling 2004-86, 2004-2 C.B. 191.

Section 3.3(a) of the Master Trust Agreement states that, for federal income tax purposes, the Master Trust is intended to be and shall constitute an "investment trust" pursuant to Treasury Regulations Section 301.7701-4(c) and shall not constitute a "business entity." This section further provides that (i) none of the Trustee, the Beneficial Owners and the Master Trust shall have any power or authority to undertake any actions that are not permitted to be undertaken by an entity that is treated as a "trust" within the meaning of Treasury Regulations Section 301.7701-2; and (ii) the Master Trust Agreement should be interpreted and enforced so as to be in compliance with the requirements of Revenue Ruling 2004-86, 2004-2 C.B. 191. The Property Trust Agreement contains similar provisions.

As noted above, the Initial Beneficiary initially held 100% of the beneficial interests in the Master Trust, which are all Class B Interests, and was the sole beneficiary of the Master Trust. The net proceeds of the Offering received by the Master Trust from each Investor will be distributed by the Master Trust to the Initial Beneficiary to reduce the Initial Beneficiary's Class B Interests. With respect to each purchase of Interests by an Investor from the Master Trust and the related reduction of an equal percentage of Class B Interest, the reduction of the percentage of the Initial Beneficiary's Class B Interest shall be equal to the percentage of the Interest sold by the Master Trust to the purchasing Investor. At all times, the total of the Interests sold by the Master Trust and the Class B Interests held by the Initial Beneficiary will equal 100% of the outstanding beneficial interests in the Master Trust. At all times, the total of the Interests sold by the Master Trust and the Class B Interests held by the Initial Beneficiary will equal 100% of the outstanding beneficial interests to the Master Trust.

The price paid to the Initial Beneficiary for the reduction of its Class B Interests in the Master Trust will be equal to the cash purchase price paid to the Master Trust by each Investor, less all Selling Commissions and Offering Expenses paid by the Master Trust related to such sale to the Investor.

Any Class B Interests held by the Class B Owner on the one-year anniversary of the conversion date must be transferred to an unrelated taxpayer.

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C. Financing

The Property is encumbered by two mortgage loans (the "**Loans**") made to the Property Trust. The Loans consist of (i) a senior loan made by Wells Fargo Trust Company, National Association, as trustee (the "**Senior Lender**"), on August 28, 2019 ("**Senior Loan**") pursuant to that certain 4.589% Secured Note in the original principal amount of $141,514,837.60 and (ii) a subordinated loan made by UMB Bank, N.A., as trustee (the "**Subordinated Lender**" and, collectively with the Senior Lender, the "**Lenders**"), and each of the Senior Lender and the Subordinated Lender, a "**Lender**"), on March 11, 2026 ("**Subordinated Loan**") pursuant to (a) that certain 7.870% Series B-1 Subordinated Secured Note, in the original principal amount of $7,887,000.00 and the maximum scheduled principal amount of $33,000,000.00 and (b) that certain 10.756% Series B-2 Subordinated Secured Note, in the original principal amount of $3,897,000.00 and the maximum scheduled principal amount of $27,500,000.00.

As of the date of this Offering, the principal balance of the Senior Loan is $131,898,974.39 and the principal balance of the Subordinated Loan is $11,784,000.00. Both Loans are due on June 10, 2044, coterminous with the end of the original term of the Lease (which term expires June 30, 2044). The Senior Loan will have a balance of $7,075,741.88 at maturity. The Subordinated Loan will have balances of $33,000,000.00 for the Series B-1 Note and $27,500,000.00 for the Series B-2 Note at maturity.

A description of the Loans is set forth below under "Acquisition Terms and Financing." According to an appraisal obtained by the Sponsor, the Property is estimated to have a value substantially in excess of these loan balances at the maturity date of the Loans.

Each Purchaser will acquire its Interest subject to the Loans. A Purchaser will not be personally liable for repayment of the Loans, but could lose the entire value of its investment in the Trust if the Loans go into default and either Lender forecloses on the Property or the Subordinated Lender forecloses on the Pledge (as hereinafter defined). See "Risk Factors — Risks Related to Financing of the Property" and "Acquisition Terms and Financing." It is intended that for U.S. federal income tax purposes, however, including for purposes of Section 1031 of the Code, each Beneficial Owner will be deemed to have assumed its respective pro rata share of the outstanding balances of the Loans.

A default on the Senior Loan is also a default on the Subordinated Loan if such default results in an acceleration thereof (and vice versa).

Senior Loan

The following is a summary of the principal business terms of the Senior Loan:

- Senior Lender: Wells Fargo Trust Company, National Association, as trustee
- Original Loan Amount: $141,514,837.60
- Closing Date: August 28, 2019

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- Outstanding Principal Amount $131,898,974.39
- Maker of Note and Borrower: Property Trust
- Interest Rate: 4.589%
- Maturity Date: June 10, 2044
- Payments: Tenth day of each month
- Balloon Payment at Maturity: $7,075,741.88
- Monthly Payments: Interest only until the Principal Amortization Start Date (January 10, 2022) and amortizing thereafter. See amortization schedule attached to the Senior Note (as hereinafter defined)

Senior Note. 4.589% Secured Note dated August 28, 2019 due on the Maturity Date in the maximum principal amount of $141,514,837.60 (the "**Senior Note**").

Security. The terms of the Senior Loan are set forth in, and secured by, that certain Mortgage dated as of August 28, 2019, as amended by that certain Amended and Restated First Amendment to Mortgage and Omnibus Amendment dated as of August 5, 2022 (collectively, the "**Senior Mortgage**"), creating a first mortgage on the Property, and an Assignment of Leases and Rents dated as of August 28, 2019, assigning the Lease to Senior Lender, and related documentation.

Prepayment. The Senior Note may be prepaid in full, but not in part, upon payment of a yield maintenance amount (the "**Make-Whole Premium**") (unless such prepayment occurs on or after the date that is one hundred eighty (180) days prior to the Maturity Date, in which case payment of such Make-Whole Premium shall not be required). In the event of a condemnation of all or a portion of the Property that results in a termination of the Lease, the Senior Note shall be prepaid in full not later than twenty (20) business days after such Lease termination, but without any Make-Whole Premium. In the event of a condemnation of a portion of the Property which does not result in a termination of the Lease, but which does result in a reduction of Rent (as defined in the Senior Mortgage) under the Lease, the Senior Note shall be prepaid in part by payment of the then-outstanding principal amount of the Real Property Award (as defined in the Lease) to the extent rightfully paid to the Property Trust, net of reasonable expenses and any amount the Property Trust is required to reimburse or pay to Tenant pursuant to Section 13 of the Lease, together with accrued interest thereon, but without any Make-Whole Premium, in accordance with the terms of the Senior Mortgage.

Covenants. The Senior Mortgage contains standard covenants of the Property Trust, including covenants relating to the Property (which for the most part are obligations of the Tenant under the Lease) and negative covenants requiring the Property Trust to be a "bankruptcy remote" single purpose entity.

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Events of Default. Events of default under the Senior Mortgage are typical and include failure to pay amounts when due, subject to a 5 business day grace period, breach of covenants not cured within designated time periods, the occurrence of an event of default under the other loan documents or a default under the Lease, in each case beyond any applicable notice and cure period, an Escrow Shortfall (as defined in the Senior Mortgage) exists, misrepresentations, bankruptcy events, default under the Subordinated Mortgage (as hereinafter defined) resulting in an acceleration thereof, and the Lease or Guaranty ceases to be in full force and effect.

Financial Reporting. The Property Trust is required to provide annual financial statements to the Senior Lender, as well as copies of all financial statements and other material financial and operating information provided to the Property Trust by Tenant pursuant to the Lease.

Carve-Out Guaranty; Environmental Indemnity. NLCA Ventures LLC, an Affiliate of Trustee ("**Indemnitor**") provided a customary "bad boy" guaranty to Senior Lender guarantying payment of certain "recourse carveout" obligations typical to a non-recourse loan such as losses arising from misapplication of rents, security deposits and condemnation or insurance proceeds; fraud or misrepresentation; filing of a voluntary bankruptcy by the Property Trust and certain other matters, as well as full recourse for the filing a voluntary bankruptcy by the Property Trust or the Indemnitor, upon a sale or transfer in violation of the Senior Loan and in the event the Property Trust or Indemnitor raises any defense in any action by the Senior Lender exercising its right or remedies found to be in bad faith. A customary Hazardous Material Indemnity Agreement was also given by Indemnitor and Property Trust to the Senior Lender.

<u>Subordinated Loan</u>

The following is a summary of the principal business terms of the Subordinated Loan:

- Subordinated Lender: UMB Bank, N.A., as trustee
- Closing Date: March 11, 2026
- Subordinated Note (Series B-1 Note):
  - Initial Principal Balance: $7,887,000.00
  - Balloon at Maturity: $33,000,000.00
  - Outstanding Principal Amount $7,877,000.00
  - Interest Rate: 7.870%
  - Payments: See amortization schedule attached to the Subordinated Note (as hereinafter defined)

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- Maker of Note and Borrower: Property Trust
- Maturity Date: June 10, 2044

Subordinated Note. Series B-1 7.870% and Series B-2 10.756% Subordinated Secured Notes, Due on the Maturity Date dated as of March 11, 2026 (the "**Subordinated Notes**")

Security. The terms of the Subordinated Loan are set forth in, and secured by, that certain Subordinated Mortgage dated as of March 11, 2026 (the "Subordinated Mortgage"), creating a second mortgage on the Property, a Subordinated Assignment of Leases and Rents dated as of March 11, 2026, assigning the Lease to Subordinated Lender, an Amended and Restated Non-Recourse Guaranty, Pledge and Security Agreement dated as of March 11, 2026 from the Trust, as pledgor, to Subordinated Lender, as pledgee, pertaining to the pledge and assignment of the beneficial interest in Property Trust, and related documentation.

Covenants. The Subordinated Mortgage contains standard covenants of the Property Trust, including covenants relating to the Property (which for the most part are obligations of the Tenant under the Lease) and negative covenants requiring the Property Trust to be a "bankruptcy remote" single purpose entity.

Events of Default. Events of default under the Subordinated Mortgage are typical and include failure to pay amounts when due, subject to a 5 business day grace period, breach of covenants not cured within designated time periods, the occurrence of an "Event of Default" under the other loan documents or the Lease, misrepresentations, bankruptcy events, default under the Senior Mortgage resulting in an acceleration thereof, and the Lease or Guaranty ceases to be in full force and effect.

Carve-Out Guaranty; Environmental Indemnity. Indemnitor provided a customary "bad boy" guaranty to the Subordinated Lender guarantying payment of certain "recourse carveout" obligations typical to a non-recourse loan such as losses arising from misapplication of rents, security deposits and condemnation or insurance proceeds; fraud or misrepresentation; filing of a voluntary bankruptcy by the Property Trust and certain other matters, as well as full recourse for the filing a voluntary bankruptcy by the Property Trust or the Indemnitor, upon a sale or transfer in violation of the Subordinated Loan and in the event the Property Trust or Indemnitor raises any defense in any action by the Subordinated Lender exercising its right or remedies found to be in bad faith. A customary Hazardous Materials Indemnity Agreement was also given by Indemnitor and Property Trust to the Subordinated Lender.

Subordination. The Subordinated Loan is subordinate to the Senior Loan.

D. <u>Lease</u>

The Property Trust leases the Property to the Tenant under the Lease. The Tenant is responsible for all aspects of management of the Property. The Lease is a triple net lease having an initial term (the "**Initial Term**") of twenty-two and one-half (22.5) years commencing on January 1, 2022 (the "**Commencement Date**") and ending on June 30, 2044, with the option to extend the term for four (4)

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additional terms of seven (7) years each (each, an "**Extension Term**"). Base Rent (as hereinafter defined) during an Extended Term shall be 95% of then Fair Market Rent (calculated as more particularly described in the Lease) and shall increase annually by approximately two percent (2%) over the Base Rent then in effect. The obligations of the Tenant under the Lease are backed by the Guaranty from the Guarantor. The Property Trust has no assets other than those derived from its interest in the Property and its interest in the Lease. Accordingly, the Property Trust is relying on the rents payable under the Lease as its sole source of funds to make loan payments to each Lender (as hereinafter defined). See "Summary of the Lease" and "Summary of the Guaranty."

Upon termination of the lease, the Tenant does not have an option to purchase the Property at a fixed or determinable price and the Lessor does not have an option to sell the Property at a fixed or determinable price.

E. Appraisal

The Appraisal has concluded that:

a. The fair market value of the Property as of the commencement of the Offering is approximately $175,000,000, which is approximately equal to the total purchase price to be paid by the Beneficial Owners for the Interests;

b. The estimated residual fair market value of the Property at the end of the Initial Term of the Lease will be approximately $240,000,000, and the estimated residual fair market value of the Property at the end of last Extension Term of the Lease, in June, 2072, will be approximately $445,000,000;

c. The estimated remaining useful life of the Property at the end of the last Extension Term of the Lease term will be at least 20% of the estimated useful life of the Property calculated as of the beginning of the Initial Term of the Lease; and

d. The rents under the Lease are a reasonable estimate of the fair market rental value of the Property.

II. DISCUSSION

Code Section 1031(a) provides that "[n]o gain or loss shall be recognized on the exchange of property held for productive use in a trade or business or for investment if such property is exchanged solely for property of like-kind which is to be held either for productive use in a trade or business or for investment." Nonrecognition treatment is not available under Code Section 1031 if the exchanged property consists of an "interest in a partnership" or a "security." See Code Section 1031(a)(2)(C), (D).

The IRS concluded in Revenue Ruling 2004-86, 2004-33 I.R.B. 191 that, under the circumstances set forth in the ruling, beneficial owners of a Delaware statutory trust (or a DST) that owns real estate would be treated as owning a direct interest in such real estate for purposes of Code Section

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1031. The IRS thus determined that (i) the DST described in the ruling would be treated as an "investment trust" under Treasury Regulations Section 301.7701-4(c) that is classified as a "trust" under Treasury Regulations Section 301.7701-4(a); and (ii) the beneficial owners of the DST are "grantors" of the trust and, as a result, are treated as owning a direct interest in the DST's property for federal income tax purposes.

As set forth below, although not free from doubt, we believe that the Master Trust, the Property Trust, and the Beneficial Owners should be treated in the same manner as the DST and its beneficial owners were treated in Revenue Ruling 2004-86.

A. The Master Trust and the Property Trust Should Each be Treated as an "Investment Trust" Described in Treasury Regulations Section 301.7701-4(c) that is Classified as a "Trust" under Treasury Regulations Section 301.7701-4(a)

We believe that the Master Trust, and the Property Trust should each be classified as a trust under Treasury Regulations Section 301.7701-4(a) because each should be (i) recognized as an entity separate from the Beneficial Owners for federal income tax purposes; and (ii) treated as an "investment trust" described in Treasury Regulations Section 301.7701-4(c).

B. The Master Trust and the Property Trust Should Each be Recognized as an Entity Separate from the Beneficial Owners for Federal Income Tax Purposes

The IRS concluded in Revenue Ruling 2004-86 that the DST described in the ruling is an entity that should be recognized separately from its owners for federal income tax purposes. In reaching this conclusion, the IRS focused upon the powers, limitations, and benefits that Delaware law provides to a DST and its beneficial owners. Specifically, the IRS noted that (i) the DST is an entity that is recognized under Delaware law as being separate from its owners; (ii) creditors of the beneficial owners of the DST may not assert claims against the DST; (iii) the DST may sue or be sued as if it were a corporation; (iv) the beneficial owners of a DST are entitled to the same limitation on personal liability that is extended to stockholders of a Delaware corporation; (v) the DST may merge or consolidate with or into one or more statutory entities or other business entities; and (vi) a DST is formed for investment purposes.

In Revenue Ruling 92-105, 1992-2 C.B. 204, a taxpayer organized an Illinois land trust and named a domestic corporation as its trustee. The taxpayer conveyed legal and equitable title to real property to the trust, subject to the provisions of the land trust agreement. Under the agreement, the taxpayer retained exclusive control of management, operation, rental and sale of the property, as well as the exclusive right to all of the earnings from all of the property. The IRS concluded that, because the trustee's only responsibility was to hold and transfer title to the property at the direction of the taxpayer, there was no trust within the meaning of Treasury Regulations Section 301.7701-4(a).

Based on the authorities described above, we believe that the Master Trust should be treated as an entity separate from the Beneficial Owners. The Master Trust should not be viewed as an agent of the Beneficial Owners because, unlike the trust in Revenue Ruling 92-105, the Beneficial Owners do not have the right or power to direct the actions of the Trustee in connection with the operation of the Master

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Trust. Specifically, the Beneficial Owners do not have the right or power to (i) be involved in any manner in the operation or management of the Master Trust or their assets; (ii) cause the Master Trust to negotiate or renegotiate leases or enter into loans; or (iii) cause the Master Trust to sell assets and reinvest the proceeds of such a sale. Furthermore, the Master Trust Agreement requires the Trustee to cause the Trust to hold assets and conduct business in the Trust's own name. These requirements and prohibitions all support the position that the Master Trust will engage in activities on its own behalf, rather than as agent of the Beneficial Owners. Finally, because the Master Trust is organized as a DST, the Beneficial Owners may avail themselves only of the power and privileges afforded to a beneficial owner under Delaware law. Accordingly, we believe that the Master Trust should be recognized for federal income tax purposes as an entity separate from the Beneficial Owners.

Similarly, based on the authorities discussed above, we believe that the Property Trust should be recognized as an entity separate from the Beneficial Owners. The Property Trust should not be viewed as an agent of the Beneficial Owners because, unlike the trust in Revenue Ruling 92-105, the Beneficial Owners have no right to direct the action of the Property Trust or the Trustee in connection with the operation of the Property Trust. Specifically, the Beneficial Owners have no right or power to (i) be involved in any manner in the management or operation of the Property Trust or its assets; (ii) cause the Property Trust to negotiate or renegotiate leases or enter into loans; or (iii) cause the Property Trust to reinvest the proceeds of a sale of the assets. Furthermore, the Property Trust Agreement requires the Trustee to cause the Property Trust to (i) hold assets and conduct business in the Property Trust's own name; and (ii) not identify the Beneficial Owners as a division of the Property Trust or vice versa. These requirements and prohibitions all evidence an intent that the Property Trust acts on its behalf, rather than as an agent of the Beneficial Owners. Finally, because the Property Trust has been organized as a DST, the Property Trust may avail itself only of the limited powers and privileges afforded under Delaware law. Accordingly, we believe that the Property Trust should be recognized for federal income tax purposes as an entity separate from the Beneficial Owners.

C. The Master Trust and the Property Trust Should be Treated as "Investment Trusts" Described in Treasury Regulations Section 301.7701-4(c) that are Classified as Trusts under Treasury Regulations Section 301.7701-4(a)

Treasury Regulations Section 301.7701-4(a) provides that the term "trust" refers to an arrangement whereby a trustee takes title to property for the purpose of protecting and conserving it for the beneficiaries. An investment trust with a single class of ownership interest will be classified as a trust if there is no power under the trust agreement to vary the investments of the certificate holders. See Treasury Regulations Section 301.7701-4(c).

A power to vary the investment of the certificate holders exists where there is a power under the trust instrument that enables the trust to take advantage of variations in the market to improve the investment of its investors. Revenue Ruling 75-192, 1975-1 CB 384 addressed the tax treatment of a trust agreement which required the trustees to invest cash on hand between the quarterly distribution dates. The trustee was required to invest the money in short-term obligations of the United States, or any agency thereof, and in certificates of deposit of any bank having a minimum stated surplus. The trustee was permitted to invest only in obligations maturing prior to the next distribution date and was required to hold

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such obligations until maturity. Revenue Ruling 75-192 concluded that, because the restrictions of the types of permitted investments limited the trustee to a fixed return similar to that earned on a bank account and eliminated any opportunity to profit from market fluctuations, the power to invest in the specified short-term investments was not deemed to be a power to "vary the trust's investments."

In contrast, the IRS concluded that the trust arrangement described in Revenue Ruling 78-371, 1978-2 CB 344, was classified as a business entity, rather than as a trust, because the trustee did have the power to vary the investments. The trust arrangement in Revenue Ruling 78-371 delegated to the trustee the power to purchase and sell contiguous or adjacent real estate, accept or retain contributions of contiguous or adjacent real estate, erect any building or structure and make improvements to the land originally contributed, borrow money, and mortgage or lease the property.

D. Revenue Ruling 2004-86

On July 20, 2004, the IRS issued Revenue Ruling 2004-86, which held that, assuming other requirements of Code Section 1031 are satisfied, a taxpayer may exchange real property for a beneficial interest in a Delaware statutory trust, such as the trust described in the ruling, in a tax-free exchange under Code Section 1031. The holding of Revenue Ruling 2004-86 is based on certain factual assumptions regarding the provisions of the trust agreement of the DST, although not all the facts described in the ruling are crucial to its holding. The facts in the Ruling are as follows:

> On January 1, 2005, A, an individual, borrows money from BK, a bank, and signs a 10-year note bearing adequate stated interest, within the meaning of Section 483. On January 1, 2005, A uses the proceeds of the loan to purchase Blackacre, rental real property. The note is secured by Blackacre and is non-recourse to A.
>
> Immediately following A's purchase of Blackacre, A enters into a net lease with Z for a term of ten years. Under the terms of the lease, Z is to pay all taxes, assessments, fees, or other charges imposed on Blackacre by federal, state, or local authorities. In addition, Z is to pay all insurance, maintenance, ordinary repairs, and utilities relating to Blackacre. Z may sublease Blackacre. Z's rent is a fixed amount that may be adjusted by a formula described in the lease agreement that is based upon a fixed rate or an objective index, such as an escalator clause based upon the Consumer Price Index, but adjustments to the rate or index are not within the control of any of the parties to the lease. Z's rent is not contingent on Z's ability to lease the property or on Z's gross sales or net profits derived from the property.
>
> Also on January 1, 2005, A forms DST, a Delaware statutory trust described in the Delaware Statutory Trust Act, Del. Code Ann. title 12, Sections 3801 – 3824, to hold property for investment. A contributes Blackacre to DST. Upon contribution, DST assumes A's rights and obligations under the note

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with BK and the lease with Z. In accordance with the terms of the note, neither DST nor any of its beneficial owners are personally liable to BK on the note, which continues to be secured by Blackacre.

The trust agreement provides that interests in DST are freely transferable. However, DST interests are not publicly traded on an established securities market. DST will terminate on the earlier of ten years from the date of its creation or the disposition of Blackacre, but will not terminate on the bankruptcy, death, or incapacity of any owner or on the transfer of any right, title, or interest of the owners. The trust agreement further provides that interests in DST will be a single class, representing undivided beneficial interests in the assets of DST.

Under the trust agreement, the trustee is authorized to establish a reasonable reserve for expenses associated with holding Blackacre that may be payable out of trust funds. The trustee is required to distribute all available cash less reserves quarterly to each beneficial owner in proportion to their respective interests in DST. The trustee is required to invest cash received from Blackacre between each quarterly distribution and all cash held in reserve in short-term obligations of (or guaranteed by) the United States, or any agency or instrumentality thereof, and in certificates of deposit of any bank or trust company having a minimum stated surplus and capital. The trustee is permitted to invest only in obligations maturing prior to the next distribution date and is required to hold such obligations until maturity. In addition to the right to a quarterly distribution of cash, each beneficial owner has the right to an in-kind distribution of its proportionate share of trust property.

The trust agreement provides that the trustee's activities are limited to the collection and distribution on income. The trustee may not exchange Blackacre for other property, purchase assets other than short-term investments described above, or accept additional contributions of assets (including money) to DST. The trustee may not renegotiate the terms of the debt used to acquire Blackacre and may not renegotiate the lease with Z or enter into leases with tenants other than Z, except in the case of Z's bankruptcy or insolvency. In addition, the trustee may make only minor non-structural modifications to Blackacre, unless otherwise required by law. The trust agreement further provides that the trustee may engage in ministerial activities to the extent required to maintain and operate DST under local law.

On January 3, 2005, B and C exchange Whiteacre and Greenacre, respectively, for all of A's interests in DST through a qualified intermediary, within the meaning of Treasury Regulations Section

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1.1031(k)-1(g). A does not engage in a Section 1031 exchange. Whiteacre and Greenacre were held for investment and are of like kind to Blackacre, within the meaning of Section 1031.

Neither DST nor its trustee enters into a written agreement with A, B, or C, creating an agency relationship. In dealings with third parties, neither DST nor its trustee is represented as an agent of A, B, or C.

BK is not related to A, B, C, DST's trustee or Z within the meaning of Section 267(b) or Section 707(b). Z is not related to A, B, C, or DST's trustee within the meaning of Section 276(b) or Section 707(b).

The IRS's conclusions in Revenue Ruling 2004-86 were as follows:

(i) The Delaware statutory trust described above is an investment trust, under Treasury Regulations Section 301.7701-4(c), that will be classified as a trust for federal tax purposes; and

(ii) A taxpayer may exchange real property for an interest in the Delaware statutory trust described above without recognition of gain or loss under Code Section 1031, if the other requirements of Code Section 1031 are satisfied.

The IRS noted that under the facts of the ruling, if the DST's trustee had the power to do one or more of the following acts, it would be classified as a partnership or other business entity, and not as a trust:

(i) dispose of Blackacre and acquire new property;

(ii) renegotiate the lease with Z or enter into any lease with tenants other than Z;

(ii) renegotiate or refinance the obligation used to purchase Blackacre;

(iv) invest cash received to profit from market fluctuations;

(v) make more than minor non-structural modifications to Blackacre not required by law;

(vi) accept additional contributions of new cash or assets from existing or new owners; or

(vii) invest reserves and cash in investments other than short-term government obligations, certificates of deposit or interest-bearing

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accounts that are held to maturity and that mature prior to the distribution of cash to the DST's owners.

E. Trust Agreements

We believe that the powers granted to the Trustee, the Beneficial Owners and the Trusts in the Trust Agreements fall within the scope of powers that may be exercised by a trustee of an investment trust, consistent with the IRS's holding in Revenue Ruling 2004-86. The Trust Agreements authorize the Trustee to comply with the loan documents relating to the Property, collect distributions from the Property Trust and make distributions, if any, and notify relevant parties of any defaults under the Transaction Documents. Furthermore, the Trust Agreements explicitly deny the Trustee any power or authority to take any action that would cause any Trust to cease to be an investment trust. Finally, the Trust Agreements expressly prohibit the Trustee, the Beneficial Owners and the Trust from exercising any of the seven enumerated powers that are prohibited under Revenue Ruling 2004-86.

Although distinctions exist between the Trust Agreements and the trust described in Revenue Ruling 2004-86, we believe, based upon the reasoning set forth below, that these distinctions are not significant. These distinctions include: (i) the tiered structure of the Master Trust and the Property Trust; (ii) the potential termination of the Trusts as a result of a transfer distribution; and (iii) the fact that the Trust Agreements provide the Trustee with discretion to cause the sale of the Property Trust or the Property.

First, the tiered structure of the Master Trust and the Property Trust is not inconsistent with the analysis in Revenue Ruling 2004-86 because the powers and authority granted under each of the Master Trust and the Property Trust are limited to those permitted by a fixed investment trust for federal income tax purposes.

Second, although no direct authority exists regarding the use of a transfer distribution in connection with a fixed investment trust, we believe that the transfer distribution is consistent with treating each Trust as a fixed investment trust for federal income tax purposes. It is our understanding that the events that would cause a transfer distribution are not expected or deemed likely to occur until the end of the term of the Lease in approximately eighteen (18) years. Furthermore, the Trustee has represented that no transfer distribution is currently anticipated and that, to its knowledge, an event that would cause a transfer distribution during the term of the Lease is highly unlikely.

Finally, the power granted under the Trust Agreements to sell the Property should not be treated as a power to "vary the investment" of the Trusts. Following a sale of the Property, the sales proceeds must be distributed to the Beneficial Owners. The Trustee does not have the power to purchase replacement assets with the proceeds from the sale, and accordingly, it does not have the power to "vary the investment." Furthermore, the power to cause a sale of the Property can be exercised only after the Trust has owned the Property Trust for at least three (3) years.

F. The Beneficial Owners Should be Treated as Grantors of the Trust and the Property Trust

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Under Treasury Regulations Section 1.671-2(e)(1), a grantor of a trust includes any person to the extent such person creates a trust or directly or indirectly makes a gratuitous transfer of property to a trust. The term "grantor" also includes any person who acquires an interest in a trust from a grantor of the trust if the interest acquired is an interest in an investment trust. See Treasury Regulations Section 1.671-2(e)(3). The Beneficial Owners should be treated as grantors of the Master Trust and the Property Trust.

G. As Grantors of the Master Trust and the Property Trust, the Beneficial Owners Should be Treated as Owning an Undivided Interest in the Property for Federal Income Tax Purposes

A grantor that is treated as the owner of an undivided fractional interest of the assets in a trust pursuant to the provisions of Subchapter J of the Code is treated as owning an undivided fractional interest of such assets for all federal income tax purposes. See *e.g.*, Revenue Ruling 88-103, 1988-2C.B. 304; Revenue Ruling 2004-86. Code Sections 673 through 677 set forth rules for determining when the grantor is treated as the owner of the assets held in trust. Pursuant to Code Section 677, a grantor is treated as the owner of any portion of a trust whose income, without the approval or consent of an adverse party, may be distributed to the grantor or held or accumulated for future distribution to the grantor. Pursuant to Code Section 673, a grantor is treated as owning any portion of a trust in which the grantor has a reversionary interest in the trust assets or income, if the value of such interest exceeds 5%.

The Beneficial Owners have the right to the distribution of all income received by the Master Trust from the Property Trust without the approval or consent of any person. The Master Trust has a similar right to the distribution of all income received by the Property Trust attributable to the Property, without the approval or consent of any person. In addition, the Beneficial Owners have a total reversionary interest in the assets of each Trust. Thus, Beneficial Owners should be treated as owning a direct interest in the Trusts' assets under Code Sections 673 through 677, and therefore, also for all federal income tax purposes, including Code Section 1031.

H. The Interests Should not be Treated as "Securities" for Purposes of Code Section 1031

Nonrecognition treatment under Code Section 1031 is expressly not available in the case of an exchange of "securities." Neither the Code nor the regulations thereunder define the term securities for purposes of Code Section 1031. We have considered whether the classification of the Interests as securities for non-tax purposes could result in the Interests being characterized as securities for tax purposes under Code Section 1031.

In General Counsel Memorandum 35242 (February 16, 1973), the IRS concluded that an exchange of receipts representing four-year-old whiskey for newly-distilled whiskey qualified as a like-kind exchange under Code Section 1031 and did not constitute an exchange of securities for purposes of Code Section 1031, notwithstanding the fact that the whiskey receipts qualified as securities under the Securities Act of 1933 and the Securities Exchange Act of 1934. In so holding, the IRS noted, citing Code Sections 165(g)(2), 402(a)(3), 1083(f) and 1236(c), that Congress has consistently defined the term securities for tax purposes in a limited sense.

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Similarly, in *Plow Realty Co. of Texas v. Commissioner*, 4 T.C.600 (1945), the Tax Court concluded that mineral deeds conveying an interest in mineral property did not qualify as securities under the personal holding company provisions of the Internal Revenue Code of 1939, notwithstanding the fact that the deeds qualified as securities under the Securities and Exchange Acts.

We believe that the term securities should be defined narrowly under Code Section 1031 and that the Interests should not be deemed to constitute securities for purposes of Code Section 1031, even if the Interests are deemed to constitute securities for non-tax purposes. Revenue Ruling 2004-86 concluded (indirectly) that interests in a Delaware statutory trust are not securities for purposes of Code Section 1031.

I. Potential Classification of Trust with Multiple Classes of Interests

Although an investment trust with a single class of ownership interests will generally be classified as a trust if there is no power to "vary the investment," an investment trust with multiple-classes of ownership interests will ordinarily be classified as a business entity, rather than as a trust. However, an investment trust with multiple classes of ownership interests, with no power to vary the investment, will be classified as a trust if the trust is "formed to facilitate direct investment in the assets of the trust and the existence of multiple classes of ownership is incidental to that purpose." Treasury Regulations Section 301.7701-4(c)(1).

The trust classification regulations contain two examples illustrating the type of different ownership rights that would be deemed "incidental" to a trust investment purpose. In example 2, M is the originator of a portfolio of residential mortgages and transfers the mortgages to a bank under a trust agreement. The bank, as trustee, delivers to M certificates evidencing rights to payment from the pooled mortgages. The trust holds legal title to the mortgages in the pool for the benefit of the certificate holders, but does not have the power to vary investments in the pool. There are two classes of certificates. Holders of Class C certificates are entitled to receive 90% of the payments of principal and interest on the mortgages; Class D certificate holders are entitled to receive the remaining 10%. The two classes of certificates are identical except that, in the event of a default in the underlying mortgages, payments to the Class D certificate holders are subordinated to the rights of Class C certificate holders. M sells the Class D certificates to investors and retains the Class D certificates. The example concludes that the trust has multiple classes of ownership interests. The example further concludes that the interests of certificate holders are substantially equivalent to undivided interests in the pool or mortgages, coupled with a limited recourse guarantee running from M to the holders of the Class C certificates. The example then concludes that the existence of multiple classes of ownership interests is "incidental to the trust's purpose of facilitating direct investment in the assets of the trust," and accordingly, the entity is classified as a trust.

The syndication for the DST transaction involves the use of two classes of DST interests. At the start of the sale process, the Initial Beneficiary, an affiliate of Sponsor, owns all of the Class B Certificates in the Master Trust. Investors will contribute cash in exchange for Class A Certificates. Master Trust will use such funds to repurchase and redeem the Class B beneficial interests held by the Initial Beneficiary, and thus reduce Sponsor's ownership in the Master Trust. Once the DST has been

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fully syndicated to outside investors, Sponsor will be fully redeemed and will no longer retain any ownership interest in the Master Trust.

In accordance with the facts in the example discussed above, we believe that the redemption right of the Sponsor also should be treated as existing merely to facilitate the Investors' direct investment in the assets of the Master Trust. The redemption right merely replaces a portion of the Sponsor's ownership interest in the DST and its underlying assets with that of the Investors. This conclusion is supported by a leading article in this area, which states as follows:

> Consistent with the facts in the example, the redemption right of the Sponsor / Depositor also should be treated as existing simply to facilitate the investor's investment in the Class B beneficial interests in the DST. The redemption right simply replaces a portion of the sponsor's pro-rata ownership interest in the DST and its underlying assets with that of the investor. This same economic result could be accomplished by either the Sponsor / Depositor selling to an investor a portion of its Class A beneficial interests or the Sponsor / Depositor selling the investor a direct interest in the property followed by the investors' contribution of same to the DST. Under either scenario, the result is the same.

Matejack and Cullen, "The ABCs of the DSTs Revisited – Revenue Ruling 2004-86 at Ten Years" 42 Real Estate Taxation 100 (2015).

J. The Lease Should be Classified as a True Lease and Not as a Financing for Federal Income Tax Purposes

We have considered whether the Lease could be classified as a debt financing, rather than as a true lease, for federal income tax purposes. If the Lease were classified as a debt financing, rather than as a true lease, for federal income tax purposes, then the Beneficial Owners would not be treated as owning an undivided fractional interest in the underlying Property, and the acquisition of an Interest would not constitute a purchase of like-kind property eligible to qualify for nonrecognition of gain pursuant to Code Section 1031.

There is no bright-line test for purposes of distinguishing between a true lease and a debt financing for federal income tax purposes. Instead, this determination is based upon an analysis of court decisions and rulings issued by the IRS.

The Supreme Court has stated that "[i]n the field of taxation, administrators of the laws, and the courts, are concerned with substance and realities, and formal written documents are not rigidly binding." *Helvering v. Lazarus*, 308 U.S. 252, 255 (1939). In following this rule, the courts have looked to the substance of nominal leasing transactions, rather than their form, in determining the ownership of property for tax purposes. In other words, a document which is in the form of a lease may be recharacterized as a loan for tax purposes if certain conditions are present.

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The taxpayer in *Helvering v. Lazarus* asserted that it was entitled to depreciation deductions on three buildings that it sold to and leased back from a bank as trustee for land-trust certificate holders. The Court agreed that the taxpayer was entitled to the depreciation deductions even though legal title was held by the bank, because "the instrument under which the taxpayer purported to convey legal ownership to the trustee bank was in reality given and accepted as no more than security for a loan on the property; the 'rent' stipulated in the concurrently executed ninety-nine year 'lease' back was intended as a promise to pay an agreed five per cent interest on the loan; and the 'depreciation fund' required by the 'lease' was intended as an amortization fund, designed to pay off the loan in forty-eight and one-half years." 308 U.S. at 254-55.

Judicial determinations concerning ownership of property under a net lease often arise in the context of sale-leaseback transactions. For example, in *Sun Oil Co. v. Commissioner*, 562 F.2d 258 (3rd Cir. 1977), cert. denied, 436 U.S. 944 (1978), the Third Circuit held that a purported sale-leaseback involving multiple properties was in fact a financing arrangement rather than a sale. The court's decision stressed the fact that the lessee had retained the benefit of appreciation in the value of the properties, because under the terms of the lease it could make rejectable offers, which the lessor had only 30 days to reject, to repurchase properties at less than fair market value. The court also noted that the lease provided for renewal rents that were below market.

In *Hilton v. Commissioner*, 74 T.C. 305 (1980), *aff'd per curiam*, 671 F.2d 316 (9th Cir. 1982), cert. denied, 459 U.S. 907 (1982), the Tax Court held that a limited partnership's involvement in a sale-leaseback transaction was that of a mere conduit between the lessee and the lender and that the transaction in substance was not a sale to the limited partnership, but instead was a two-party financing arrangement. The Court reasoned that no "sale" to the limited partnership occurred because the "lessee" had all of the burdens and benefits of ownership and the "owner/lessor" held mere legal title. Furthermore, the Court stressed that since rentals were fixed at a level below fair market for a period of 98 years and the property was subject to a right of first refusal by the lessee at a fixed price which was below fair market value, the limited partners had no reasonable hope of realizing a real economic benefit from the transaction other than by obtaining tax deductions, and had no reasonable opportunity to derive cash flow from their investment. Hence, the requisite expectation of economic (as opposed to tax) benefits was lacking.

In *Pacific Gamble Robinson v. Commissioner*, 54 T.C.M. (CCH) 915 (1987), the court held that the lessee in a real estate sale-leaseback transaction should be treated as the owner of the property. The factors which the Court found most significant in reaching its determination were that (i) the lessee had guaranteed the lessor's mortgage indebtedness; (ii) the lessee had fixed rate renewal options for a period exceeding the anticipated useful life of the property; (iii) the lessor could put the property to the lessee at the end of the initial term of the lease for a specified price; (iv) the lessor made a minimal equity investment in the property; and (v) the lessor had not performed any due diligence in relation to the purchase other than with respect to the availability of the tax benefits.

Where options have been involved, courts have on occasion ruled that a purported lease was really a sale where the lessee has a purchase option for a nominal amount. One such case is *Oesterreich v. Commissioner*, 226 F.2d 798 (9th Cir. 1955), where a 68-year lease of real property contained an option, exercisable at the end of the lease term, to purchase the property for $10. The court

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concluded that the parties intended that title pass at the end of the lease term; therefore, the parties always intended a sale. The court also noted that the rent payments under the lease were not commensurate with the benefits received by the lessee, and that the lessee was by its payments acquiring an equity in the property during the lease term.

In other cases, courts have found that the substance of a purported lease indeed was a lease. In *Frank Lyon Co. v. United States*, 435 U.S. 561 (1978), the Supreme Court held that the lessor of a building in a sale-leaseback transaction was the owner of the property for tax purposes, stating:

> In short, we hold that where, as here, there is a genuine multiple party transaction with economic substance which is compelled or encouraged by business or regulatory realities, is imbued with tax-independent considerations, and is not shaped solely by tax avoidance features that have meaningless labels attached, the Government should honor the allocation of rights and duties effectuated by the parties. Expressed another way, so long as the lessor retains significant and genuine attributes of the traditional lessor status, the form of the transaction adopted by the parties governs for tax purposes.

The Supreme Court first distinguished *Helvering v. Lazarus* by pointing to the multiparty nature of the transaction at issue is *Frank Lyon*. Independent investors, the Court said, were willing to participate, unlike the taxpayer and the bank in *Helvering v. Lazarus*. The Court stated that "the presence…of the third party significantly distinguishes this case from Lazarus and removes the latter as controlling authority." 435 U.S. at 575-76. Having said this, the Court observed that calculating a return on equity is natural for lessors, and thus, not indicative solely of loan status. The Court pointed in particular to the fact that the taxpayer, and not the bank, was liable on the financing, and would still be liable if anything went awry. The Court also noted that the rents under the lease did not guarantee the taxpayer a 6% return on its investment and that the taxpayer was dependent upon the rental value of the building holding up during the last ten (10) years of the ground lease from the bank. The Court concluded that the taxpayer was the owner of the building for tax purposes.

Revenue Procedure 2001-28, 1 C.B. 1156 sets forth guidelines (the "**Guidelines**") for obtaining an advance ruling from the IRS that a transaction qualifies as a true lease (and not as a debt financing) for federal income tax purposes.

The Master Trust has not sought and will not request a private letter ruling from the IRS under Revenue Procedure 2001-28. In the event of an examination by the IRS, the IRS and the Court would consider these Guidelines, together with judicial precedence and IRS rulings, in determining whether a transaction qualifies as a true lease for federal income tax purposes. However, we do not believe that strict compliance with Revenue Procedure 2001-28 is required to conclude that a transaction should be characterized as a true lease for federal income tax purposes. Rather, we believe that satisfying most of the material Guidelines should be sufficient for this purpose. Accordingly, the following discussion reviews the factors considered relevant by the IRS under Revenue Procedure 2001-28.

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1. Minimum Unconditional At-Risk Investment

Under the Guidelines, the lessor must make a minimum unconditional "at-risk" investment in the property (the "**Minimum Investment**") when the lease begins, must maintain such Minimum Investment throughout the entire lease term, and such Minimum Investment must remain at the end of the lease term. The Minimum Investment must be an equity investment (the "**Equity Investment**") that includes only consideration paid, and personal liability incurred, by the lessor to purchase the property.

a. Initial Minimum Investment. When the property is first placed in service or use by the lessee, the Minimum Investment must be equal to at least 20% of the cost of the property. The Minimum Investment must be unconditional. That is, the lessor must not be entitled to a return of any portion of the Minimum Investment through any arrangement, directly or indirectly, with the lessee, a shareholder of the lessee, or any party related to the lessee (within the meaning of Section 318 of the Code) (the "**Lessee Group**").

Although the 20% Minimum Investment required by the Guidelines will not be satisfied here, the Beneficial Owners' equity investment percentage will approximate 17%, which is a meaningful economic investment, particularly with respect to real estate. A number of cases and rulings have respected transactions as true lease for federal income tax purposes even though the lessor's equity investment was substantially less than 20% of the cost of the property. See *Baldwin v. Comr.*, 88-1 USTC ¶9151 (S.D. Cal. 1987), *supp. opin.*, 88-1 USTC ¶9313, *rev'd sub nom. Am. Principals Leasing Corp. v. U.S.*, 904 F.2d 477 (9th Cir. 1990) (11.1% equity, excluding recourse note on which taxpayer found protected against loss for purposes of § 465; equipment); *Thomas Est.*, 84 T.C. 412 (12.6% equity: equipment); *Dunlap*, 74 T.C. 1377 (4.4% equity; real estate), *rev'd and rem'd on another issue*, 670 F.2d 785 (8th Cir. 1982); *Emershaw v. Comr.*, 59 T.C.M. 621 (1990) (6% equity, excluding prepaid interest; equipment), *aff'd on other issues*, 949 F.2d 841 (6th Cir. 1991); *Pearlstein v. Comr.*, 58 T.C.M. 699 (1989) (originally, 8.1% and 9% equity; equipment); *Offermann v. Comr.*, 55 T.C.M. 955 (1988) (10.3% equity; equipment); *Ockels v. Comr.*, 54 T.C.M. 785 (1987) (13.9% equity, including limited recourse note; equipment); Kaufman v. Comr., 53 T.C.M. 1348 (1987) (7.2% equity; equipment); *Greenbaum v. Comr.*, 53 T.C.M. 708 (1987) (17% equity; equipment); *L. W. Hardy Co. v. Comr.,* 52 T.C.M. 1540 (1987) (10.1% equity, excluding loan fees or points; equipment), *Sanderson v. Comr.,* 50 T.C.M. 1033 (1985) (2.1% equity initially; real estate). *See also* Technical Advice Memorandum 200346007 (7/9/03) (10% equity; office building); Technical Advice Memorandum 8042005 (6/13/80) (3.3% equity; real estate); and Technical Advice Memorandum 7942003 (6/13/79) (7.7% equity; real estate).

b. Maintenance of Minimum Investment. The Minimum Investment must remain equal to at least 20% of the cost of the property at all times throughout the entire lease term. That is, the excess of the cumulative payments required to have been paid by the lessee to or for the lessor over the cumulative disbursements required to have been paid by or for the lessor in connection with the ownership of the property must never exceed the sum of (i) any excess of the lessor's initial Equity Investment over 20% of the cost of the property plus (ii) the cumulative pro rata portion of the projected profit from the transaction (exclusive of tax benefits).

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2. Residual Investment

Under Revenue Procedure 2001-28, the fair market value of the property at the end of the lease term must be estimated to be an amount equal to at least 20% of the original cost of the property. For this purpose, fair market value must be determined (i) without including in such value any increase or decrease for inflation or deflation during the lease term; and (ii) after subtracting from such value any cost to the lessor for removal and delivery of possession of the property to the lessor at the end of the lease term. In addition, under Revenue Procedure 2001-28, a reasonable estimate of the remaining useful life of the property at the end of the lease term must equal the longer of one (1) year or 20% of the originally estimated useful life of the property.

In quantifying the Beneficial Owners' anticipated residual interest in the Property, it is necessary to reduce the anticipated gross asset residual value of the Property by the amount of the nonrecourse debt balloon balance at the end of the Lease term.

The Appraisal concludes that the estimated gross residual value of the Property at the end of the Initial Term will be approximately $240,000,000, and the estimated gross residual value of the Property at the end of the last Extension Term, in 2072, will be approximately $445,000,000. Thus, based upon the Appraisal, the anticipated residual value of the Property at the end of the Initial Term, after subtracting the $67,575,742 debt balloon balance then outstanding, will be approximately $172,400,000.

Although we believe it appropriate to take a reasonable rate of inflation into account in valuing the putative lessor's residual interest in the leased property, as this reflects economic reality, the Guidelines do not permit inflation to be taken into account. Relevant case law does not, however, provide clear support for the Guidelines' non-inflation requirement. For example, in *Thomas Estate v. Commissioner*, 84 T.C. 412, 429, 435 (1985), in concluding that the lessor was the tax owner of the property, the Tax Court approved a residual value projection that included inflation. Similarly, in *Pearlstein v. Commission*, 58 T.C.M. 699, 707 (1989), the government's appraiser reflected inflation in valuing the taxpayer's residual interest with respect to an aircraft.

3. Purchase and Sale Rights

Under the Guidelines, no member of the Lessee Group may have a contractual right to purchase the property from the lessor at a price less than its fair market value at the time the right is exercised. Furthermore, when the property is first placed in service or use by the lessee, the lessor may not have a contractual right to cause any party to purchase the property. The Leases do not provide any party with a put or call option exercisable at a fixed price.

4. Investment by Lessee

Except as otherwise provided below, no part of the cost of the Property or the cost of improvements, modifications, or additions to the Property ("**Improvements**"), may be furnished by any member of the Lessee Group. If the Lease requires the Lessee to maintain and keep the Property in good repair during the term of the Lease, ordinary maintenance and repairs performed by a member of the

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Lessee Group will not constitute an Improvement. Tenant did not pay for any portion of the acquisition of the Property by the Property Trust, and has no obligation to make improvements to the Property (except for maintenance and improvements required by law).[7]

5. No Lessee Loans or Guarantees

No member of the Lessee Group may lend to the lessor any of the funds necessary to acquire the property, or guarantee any indebtedness created in connection with the acquisition of the property by the lessor. A guarantee by any member of the Lessee Group of the lessee's obligation to pay rent, properly maintain the property, or pay insurance premiums or other similar conventional obligations of a net lease, does not constitute a guarantee of the indebtedness of the lessor. No member of the Lessee Group will provide debt financing to a lessor. And, there are no guarantees under the Lease or other Transaction Documents that violate this requirement.

6. Profit Requirement

The lessor must expect to receive a profit from the transaction apart from the value of or benefits obtained from the tax deductions, allowances, credits and other tax attributes arising from such transaction. This requirement is met if: (i) the aggregate amount required to be paid by the lessee to or for the lessor over the lease term plus the value of the residual investment exceed an amount equal to the sum of the aggregate disbursements required to be paid by or for the lessor in connection with the ownership of the property and the lessor's Equity Investment in the property, including any direct costs to finance the Equity Investment; and (ii) the aggregate amount required to be paid to or for the lessor over the lease term exceeds by a reasonable amount the aggregate disbursements required to be paid by or for the lessor in connection with the ownership of the property.

Although the Lease will not generate cash flow, based upon the Appraisal, it is expected that the Beneficial Owners will realize a significant pre-tax profit in connection with their net residual interests in the Property upon termination of the Lease. As noted above, the Appraisal has concluded that the Property should have an estimated gross fair market value of approximately $240,000,000, as of the end of the Initial Term, and $445,000,000, as of the last Extension Term, in June 2072. Thus, based upon the Appraisal, after taking into account the $67,575,742 debt balloon balance outstanding as of the end of the Initial Term, Beneficial Owners should expect to realize a net residual value of approximately $172,400,000, as of the end of the Initial Term, which would result in a pre-tax IRR of approximately 9.94% (based upon their initial equity investment in the amount of $29,952,040).

We believe that the absence of cash flow during the Lease Term should not preclude the transaction from qualifying as a true lease for federal income tax purposes. Our conclusion is supported

[7] In addition, in its private ruling practice under Revenue Procedure 75-21 (the predecessor to Revenue Procedure 2001-28), which included a similar requirement, the IRS generally concluded that the making of an improvement not permitted under this guideline would not affect the true lease analysis. See Private Letter Ruling 8712025; see also G.C.M. 36,727 (May 13, 1976) ("We too have found no statutory or judicial law reclassifying a lease transaction as a purchase because of lessee improvements.").

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by a leading tax leasing treatise, which states, "[n]umerous cases have recognized that the use of all of the rents to service debt on the lease property is not, in and of itself, much more than a neutral commercial reality." Toby Cozart 544-1st Tax Management Portfolio; "Equipment Leasing: Substance and Form," page 128. Thus, for example, in *Estate of Thomas v. Commissioner*, 84 T.C. 412, 433 (1985), the Tax Court stated:

> While the Partnership did contract away a number of risks with respect to the equipment, net leases are commonly used today and do not necessarily reflect an absence of ownership [citations omitted]. Similarly, the absence of positive net cash flow during the lease term is a neutral factor. [Emphasis supplied.] See *Hilton v. Commissioner* [citation omitted].

And in *Cooper v. Commissioner*, 88 T.C. 84, 106 (1987), the Tax Court stated:

> We have also recognized that some considerations have minimal significance. These include the existence of tax benefits accruing to the lessor, [and] the absence of significant positive net cash flow during the lease term…

Therefore, based on the Appraisal, the Beneficial Owners expect to generate a significant pre-tax return on their investment, without regard to tax benefits.

7. Residual Nonrecourse Debt Balloon

We considered whether the Beneficial Owners could fail to qualify as tax owners of the Property as a result of the fact that there will be a significant nonrecourse debt balance encumbering the Property at the end of the Lease.

Under relevant case law, a lessor is permitted to encumber the lease residual with nonrecourse debt, provided that its value is reasonably expected to be sufficient to repay the debt in accordance with its terms. In *Hilton v. Comr.*, 671 F.2d 316 (9th Cir. 1982), aff'g per curiam 74 T.C. 305 (1980), for example, the Ninth Circuit stated that the use of balloon payments under nonrecourse mortgages which become payable at the end of the lease term is generally a "legitimate" practice.

In *L. W. Hardy Co. v. Comr.*, 52 T.C.M. 1540 (1987), the Tax Court respected a lease transaction in which the lessee made a nonrecourse purchase money loan to the lessor that ballooned at the end of the lease term with no collateral source other than the equipment. The balloon was 5.9% of original cost while an appraisal indicated that the residual value would be approximately 15% of original cost.

In *Sanderson v. Comr.*, 50 T.C.M. 1033 (1985), a subsidiary of J.C. Penney sold a store and automotive center for $6,060,000 and in 1976 leased the property back for a 30-year initial term and four five-year renewal terms. The lessor financed its acquisition of the property with nonrecourse bank loans totaling $5,932,700. Subsequently, the original lessor sold its interest for an undisclosed sum to a

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limited partnership in which Sanderson was a partner. Instead of assuming the bank debt, the partnership borrowed $5,770,850 from the seller to finance the purchase, which loan amortized over 30 years to a balloon payment of $892,182. In a memorandum decision, the Tax Court upheld the transaction as a lease.

On the other hand, in *Coleman v. Comr.*, 58 T.C.M. 1525 (1990), *aff'd* 16 F.3rd 821 (7th Cir. 1994), the Tax Court held that the lessor in a computer sale-leaseback transaction was not the tax owner of the leased property because its reasonably expected residual value did not exceed the debt balloon balance under the purchase money financing.

Because, based on the Appraisal, the gross asset value of the Property at the end of the Initial Term is expected to be significantly greater than the residual debt balloon balance, it is our opinion that the Beneficial Owners should not fail to qualify as tax owners of the Property as a result of the residual debt balloon balance.

* * *

In summary, although not free from doubt, we believe that the Beneficial Owners should be treated as the tax owners of the Property, and the Lease should be classified as a true lease for federal income tax purposes, primarily because the retained residual interest in the Property is significant and the equity investment in the Property will be substantial. Whether a putative lessor retains a significant residual interest in the property is the most important way to distinguish a lease from a loan for federal income tax purposes. The Beneficial Owners will have substantial (non-tax) economic upside if they realize their anticipated residual interest in the Property, and conversely, they will have substantial (non-tax) economic downside if they fail to realize their anticipated residual interest in the Property.

K. Partnership Classification Risk

We have considered whether the Beneficial Owners and the holders of the Subordinated Notes could be deemed to have entered into a partnership for federal income tax purposes. If a partnership were deemed to have been created for federal income tax purposes, then the Beneficial Owners would not be treated as owning an undivided fractional interest in the Property, and the acquisition of an Interest would not constitute a purchase of like-kind property that qualifies for non-recognition of gain pursuant to Code Section 1031.

If the Subordinated Notes were recharacterized as equity, and not respected as debt, for federal income tax purposes, then the holders of the Subordinated Notes and the Beneficial Owners would probably be deemed to have entered into a partnership for tax purposes. On the other hand, if the Subordinated Notes are respected as true debt for federal income tax purposes, then a deemed partnership should not arise here. The issue of whether an instrument should be characterized as debt or equity for tax purposes is inherently factual in nature, and has resulted in a large volume of tax litigation.

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Generally speaking, if a putative debt instrument does not provide for contingent payments, such as payments only from cash flow or "equity kickers," it should be respected as debt, provided that the debtor reasonably may be expected to repay the instrument as it matures. Debt is generally defined for tax purposes as an unqualified obligation to pay (i) a sum certain at a fixed maturity date or on demand; and (ii) a definitely determined percentage rate of interest that is payable regardless of whether the debtor has earnings. See e.g., Farley Realty Corp v. Commissioner, 279 F.2d 701, 704 (2nd Cir 1960).

Some of the factors used in determining whether an instrument qualifies as debt or equity include: (i) the name given to the instrument and the intent of the parties; (ii) the presence or absence of a fixed maturity date; (iii) the right of the holder to enforce the payment of principal and interest; (iv) whether the holder's interests are subordinated to other creditors; (v) participation of the holder in management; and (vi) whether the debtor is adequately capitalized.

The IRS could attempt to recharacterize the Subordinated Notes as equity by highlighting the following: (i) the payments are allocated to interest only prior to maturity of the Subordinated Notes on June 10, 2044 and (ii) the Subordinated Notes are subordinated to the Senior Mortgage.

Although not free from doubt, we believe that the Subordinated Notes should be respected as debt for federal income tax purposes, primarily for the following reasons: (i) the Subordinated Notes are designated as debt and the parties intend to create a debtor-creditor relationship; (ii) the Subordinated Notes have a fixed maturity date and a fixed interest rate; (iii) the Subordinated Notes do not provide for contingent interest, and as a result, the net economic return of the holders of the Subordinated Notes is fixed or "capped," consistent with the net economic return derived by a creditor, as opposed to an equity holder; (iv) it is anticipated, based upon the Appraisal, that the Subordinated Notes debt will at all times be adequately collateralized; (v) holders of the Subordinated Notes have no management rights; and (vi) the Subordinated Notes are held by institutional lenders in the business which includes the making of subordinated loans secured by real property.

L. Economic Substance Doctrine

We have considered whether the Beneficial Owners' anticipated tax benefits could be disallowed pursuant to Code Section 7701(o).

Code Section 7701(o) provides that, in the case of any transaction to which the economic substance doctrine is "relevant," such transaction will be treated as having economic substance only if (i) the transaction changes in a meaningful way (apart from federal income tax effects) the taxpayer's economic position; and (ii) the taxpayer has a substantial purpose (apart from federal income tax effects) for entering into the transaction.

Under Code Section 7701(o)(2)(A), if a taxpayer relies on "profit potential" in trying to meet either of the two tests described above, the potential for profit of a transaction shall be taken into account only if the present value of the reasonably expected pre-tax profit is substantial in relation to the present value of the expected net tax benefits that would be allowed if the transaction were respected.

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Under Code Section 6662, any disallowance of claimed tax benefits arising as a result of a transaction lacking economic substance (within the meaning of Code Section 7701(o)) is subject to a strict liability 20% penalty. The penalty is increased to 40% for any portion of an underpayment attributable to a transaction that is found to lack economic substance and as to which the relevant facts have not been adequately disclosed on the taxpayer's tax return. See Code Section 6662(i).

Code Section 7701(o), by its terms, applies only if the economic substance doctrine is *relevant* to the transaction in question. Code Section 7701(o)(5)(C) provides that the determination of whether the economic substance is *relevant* to a particular transaction must be made in the same manner as if the statute had not been enacted. The Reconciliation Act House Report states that Code Section 7701(o) "does not change current law standards in determining when to utilize an economic substance analysis." H.R. Rep. No. 111-443, at 295-296. The House Report further states that if the tax benefits are "clearly consistent" with all applicable provisions of the Code as well as the purposes of such provisions, "it is not intended that such tax benefits be disallowed if the only reason for such disallowance is that the transaction fails the economic substance doctrine."

Similarly, the Joint Committee Report Summary of PL 111-148 and PL 111-152 states (in footnote 44):

> If the realization of the tax benefits of a transaction is consistent with the Congressional purpose or plan that the tax benefits were designed to effectuate, it is not intended that such tax benefits be disallowed.

The Large Business and International Division of the IRS issued guidance to assist examiners and their managers with determining whether it is appropriate to raise the economic substance doctrine with respect to a transaction under review (the "**LB&I Directive**"). The LB&I Directive lists factors tending to show that it likely would be inappropriate to apply the economic substance doctrine, such as if the transaction (i) was not highly structured; (ii) was based on arms' length terms negotiated by unrelated third parties; (iii) did not involve unnecessary steps; (iv) was not promoted by a tax department or outside counsel; or (v) generates targeted tax incentives that are, in form and substance, consistent with Congressional intent in providing the incentives. LB&I Directive, Guidance for Examiners and Managers on the Codified Economic Substance Doctrine and Related Penalties, Control No.: LB&I-4-0711-015 (July 15, 2011).

If Code Section 7701(o) applied and the transaction were treated as lacking the requisite economic substance, then the acquisition of an Interest would not constitute a purchase of like-kind property that qualifies for nonrecognition of gain pursuant to Code Section 1031, and the 20% or 40% strict liability penalties, described above, would be imposed as well.

On the one hand, there are good arguments supporting the position that, even if the economic substance doctrine were deemed *relevant* here, the Beneficial Owners' anticipated tax benefits should not be disallowed pursuant to Code Section 7701(o) -- because (i) the transaction changes in a meaningful way (apart from federal income tax effects) the Beneficial Owners' economic position; and

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(ii) the Beneficial Owners have a substantial non-tax business purpose for entering into the transaction, *i.e.*, realizing their significant anticipated pre-tax return with respect to their investment in the Property.

It is also possible, however, that the IRS, relying on Code Section 7701(o), could attempt to disallow the Beneficial Owners' anticipated tax benefits, because, as noted above, pursuant to Code Section 7701(o)(2)(A), if a taxpayer relies on profit potential to satisfy the Code Section 7701(o)(1) tests, the potential for profit shall be taken into account only if the present value of the reasonably-expected pre-tax profit is substantial in relation to the present value of the expected net tax benefits that would be allowed if the transaction were respected, and it is uncertain whether this requirement would be satisfied here.

In summary, although not free from doubt, we believe that Code Section 7701(o) should not apply to disallow the Beneficial Owners' anticipated tax benefits because: (i) the transaction changes in a meaningful way (apart from federal income tax effects) the taxpayer's economic position; (ii) the taxpayer has a substantial non-tax business purpose for entering into the transaction, *i.e.*, realizing its residual interest with respect to the Property; and (iii) there is a good argument to the effect that Code Section 7701(o) should not be deemed *relevant* here because the realization of like-kind exchange tax benefits in the present case is consistent with the Congressional purpose that the tax benefits were designed to effectuate.

M. Sham Transaction Doctrine

Under the sham transaction doctrine, a transaction may be disregarded if it constitutes a factual sham or an economic sham. A factual sham is a purported transaction that is not executed as a factual matter. An economic sham is a transaction that has occurred, but has no economic substance. In general, the economic sham doctrine will not be applied if there is a business purpose for a transaction or economic substance to a transaction.

The factual sham transaction doctrine should not apply to the transaction at issue because all of the necessary component steps for their implementation will actually occur. The economic sham doctrine should not apply because the parties have a substantial business purpose in undertaking the investment in the Interests, as discussed above, and as a result, the transaction will have economic substance.

N. The Substance-Over-Form and Step Transaction Doctrines

It is generally acknowledged that taxpayers are free to structure their business transactions as they please, even if motivated in part by a desire to reduce taxes.[8] Nevertheless, as a general rule, the tax treatment of a transaction depends upon the substance rather than the form of the transaction. Under the substance-over-form doctrine, a court should respect the form of a transaction where it accurately

[8] *Gregory v. Helvering,* 293 U.S. at 499.

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reflects the underlying substance. If, however, the substance and form of a transaction do not comport, then the substance of the transaction generally controls.

Courts may recharacterize transactions, applying the substance-over-form doctrine in cases where mere formalities were designed to make a transaction appear to be other than what it was.[9] For example, in *Court Holding,* a corporation entered into an oral agreement to sell its sole asset; however, before the sale was consummated, the corporation's tax attorney advised that the sale would result in the imposition of a large income tax on the corporation. To avoid this tax liability, and upon advice of its tax attorney, the corporation changed the transaction by having the corporation declare a liquidating dividend to its shareholders, and having the shareholders enter into a written agreement with the same purchaser on substantially the same terms and conditions previously agreed upon by the corporation. The Supreme Court affirmed the Tax Court's holding that the sale by the shareholders was in substance a sale by the corporation.

The application of the substance-over-form doctrine is extremely fact specific, which has led courts to render somewhat inconsistent rulings in this area.[10] There are a number of cases in this area that are difficult to reconcile. Nevertheless, as stated by Judge Learned Hand in *Gregory v. Helvering:* "Any one may so arrange his affairs that his taxes shall be as low as possible; he is not bound to choose that pattern which will best pay the Treasury; there is not even a patriotic duty to increase one's taxes."[11]

A doctrine related to substance-over-form doctrine is the step transaction doctrine. Courts have applied three different versions of the so-called "step transaction" doctrine to determine whether purportedly separate steps should be combined as components of a single transaction: (i) the "end result" test, (ii) the "mutual interdependence" test, and (iii) the "binding commitment" test.[12] The IRS cannot, however, use the step transaction doctrine to invent steps that did not occur or recast a transaction into another transaction with the same number of steps.[13]

In *Grove v. Commission,*[14] the IRS attempted to reorder a donation of stock followed by a redemption as a redemption of the stock followed by a gift of cash. The Tax Court refused to permit the IRS to recast the transaction, concluding that there was no reason to recast the form of the transaction

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9 *Comm'r v. Court Holding Co.,* 324 U.S. 331 (1945).

10 *See, e.g., ACM Partnership,* 157 F.3d at 263; *Boca Investerings Partnership.* 167 F. Supp. 2d 298.

11 69 F.2d 809, 810 (2d Cir. 1934) *aff'd,* 293 U.S. 465 (1935).

12 Stephen S. Bowen, *The End Result Test,* 72 TAXES 722 (December 1994).

13 *Esmark, Inc. and Affiliated Companies v. Comm 'r,* 90 T.C. 171, 196 (1988) ("Respondent proposes to recharacterize the tender offer/redemption as a sale of the Vickers shares followed by a self-tender. This characterization does not simply combine steps; it invests new ones. Courts have refused to apply step-transaction in this matter."), *aff'd without published opinion,* 886 F.2d 1318 (7th Cir. 1989).

14 490 F.2d 241 (2d Cir. 1973).

chosen by the taxpayer, even though the form was tax-motivated.[15] The only effect of the IRS's recharacterization of the transaction would be to create a tax liability, in a transaction form that was no more direct than the form chosen by the taxpayer. Thus, the mere fact that a taxpayer considers the U.S. federal income tax effects of a transaction in its planning should not transform a non-taxable event into a taxable event.

The contractual arrangements and the transaction at issue should be respected according to their form because their form is consistent with their underlying substance, *i.e.*, the acquisition by the Beneficial Owners of an undivided fractional interest in the Property, and there is a substantial business purpose for such form. Moreover, the allocation of all economic benefits and burdens associated with the Property corresponds to the respective Interest in the Trust owned by each Beneficial Owner such that the substance of the economic arrangement among the parties is consistent with the form.

The step transaction doctrine should not be applicable to recharacterize the contractual arrangements and the transactions at issue. The ultimate result of the contractual arrangements (*i.e.*, collective ownership of the Property by an unrelated group of Beneficial Owners) can only be achieved if the intermediate steps of (i) the Trust acquiring the Property, and (ii) offering the Interests for sale to Beneficial Owners are first undertaken. Thus, the step transaction doctrine should not be applied to recharacterize the transaction steps utilized to implement the Offering of Interests in the Trust. Moreover, even if the IRS were to collapse these particular transaction steps together, the resulting transaction, a direct purchase of the Property by the Beneficial Owners, should not significantly change the resulting federal income tax effect of the Trust's contractual arrangements.

O. Impact of Mark-Up in Purchase Price

As described above, the purchase price payable for the Property by the Beneficial Owners will be higher than the purchase price paid by the NLCA affiliate initial purchaser. We considered whether the IRS could limit the Beneficial Owners' investment in the Property for Section 1031 purposes to the amount of the original sellers' sales price.

Although not free from doubt, we believe the Beneficial Owners' aggregate purchase price should be reflected in their aggregate bases in the Property for tax purposes. In rendering this opinion, we rely upon the Appraisal's conclusion that the purchase price for the Property payable by the Beneficial Owners reflects the approximate fair market value of the Property as of the date of purchase.

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[15] *Id.* at 247 ("We are not so naive as to believe that tax considerations played no role in Grove's planning. But, foresight and planning do not transform a non-taxable event into one that is taxable. Were we to adopt the Commissioner's view, we would be required to recast two actual transactions - a gift by Grove to RPI and a redemption from RPI by the Corporation - into two completely fictional transactions - a redemption from Grove by the Corporation and a gift by Grove to RPI. Based upon the facts as found by the Tax Court, we can discover no basis for elevating the Commissioner's `form' over that employed by the taxpayer in good faith.").

P. Limitation of Like-Kind Exchange Treatment to Real Property; Personal Property Components

The 2017 Tax Cuts and Jobs Act amended Section 1031 to limit its application to exchanges of real property for exchanges completed after December 31, 2017, subject to a transition rule. Pursuant to Treasury Regulations finalized in November 2020 (the "**November 2020 Regulations**"), personal property received in a like-kind exchange of real property is non-like-kind property received in the exchange, and taxable gain must be recognized to the extent of the personal property received in the exchange. See Treasury Regulations Section 1.1031-1(a)(3).

Furthermore, if (i) the fair market value of personal property received in a deferred exchange exceeds 15% of the fair market value of the replacement real property, or (ii) in standard commercial transactions, the personal property is not typically transferred with the real property, the deferred exchange may not qualify as a Section 1031 exchange. See Treasury Regulations Section 1.1031(k)-1(c)(5).

Taxable gain must generally be recognized in connection with a deferred exchange if, and to the extent that, the taxpayer actually or constructively receives money or other non-like-kind property before actually receiving the like-kind replacement property. Treasury regulations provide four safe harbors pursuant to which certain potential tax issues, such as "agency" and "constructive receipt," will be ignored in determining whether the taxpayer actually or constructively received money or other property before receiving like-kind replacement property.

Each safe harbor disqualifies the transaction for like-kind exchange treatment to the extent that the taxpayer has the ability or unrestricted right to receive money or other non-like-kind property before receiving like-kind replacement property. Pursuant to Treasury Regulations Section 1.1031(k)-1(g)(6), an agreement between a taxpayer and a "qualified intermediary," an escrow agreement or a trust agreement, must expressly limit the taxpayer's rights to receive, pledge, borrow, or otherwise obtain the benefits of the cash or other property held by the qualified intermediary, or in the escrow account or trust, before the end of the exchange period. Under the November 2020 Regulations, if an exchange involves a qualified intermediary, personal property that is deemed "incidental" to replacement real property is disregarded in determining whether a taxpayer's rights to receive, pledge, borrow, or otherwise obtain the benefits of money or non-like-kind property held by a qualified intermediary are expressly limited, as required by Treasury Regulations Section 1.1031(k)-1(g)(6). Personal property is deemed incidental to real property acquired in an exchange if (i) the aggregate fair market value of the personal property does not exceed 15% of the aggregate fair market value of the replacement real property, and (ii) in standard commercial transactions, the personal property is typically transferred together with the real property.

Thus, if (i) the aggregate fair market value of the personal property exceeds 15% of the aggregate fair market value of the replacement real property, or (ii) in standard commercial transactions, the personal property is not typically transferred with the real property, the personal property would not be deemed to be incidental personal property under the Code Section 1031 regulations, and as a result, the exchange may not qualify as a Section 1031 tax-free exchange.

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A number of issues discussed in this opinion have not been definitively resolved by statutes, regulations, rulings or judicial opinions. Accordingly, no assurance can be given that the conclusions expressed herein will be accepted by the IRS, or, if contested, would be sustained by a court, or that legislative changes or administrative pronouncements or court decisions may not be forthcoming that would significantly alter or modify the conclusions expressed herein. Each Purchaser must consult his, her or its own tax counsel about the tax consequences of an investment in an Interest.

This opinion is solely for your information and assistance with respect to the sale of Interests. Other than as set forth herein, this opinion may not be relied upon by any other person or for any other purposes, nor may it be quoted from or referred to or copies delivered to any other person without our prior written consent. This opinion is not applicable as to any individual tax consequences of a Purchaser or the individual application of the Code Section 1031 rules to such Purchaser. Our willingness to render the opinion set forth herein neither implies, nor should be viewed as implying, any approval or recommendation of an investment in the Trust.

Our opinion is not intended or written to be used, and it cannot be used, by any Purchaser for the purpose of avoiding penalties that may be imposed under the Code. This opinion is written to support the promotion and marketing of the proposed transaction, and each Purchaser must seek advice based on the Purchaser's particular circumstances from an independent tax advisor.

Very truly yours,

Kelley Drye & Warren LLP

Kelley Drye & Warren LLP

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