CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Up to $2,000,000.00

Membership Interests

in

HARVEST INVEST – 089, LLC,
a series of

HARVEST INVEST, LLC
a Delaware Limited Liability Company

RELATING TO INVESTMENT IN:

Chicago Wet Storage, dba Windy City Mushroom Farms

December 1, 2025

HARVEST INVEST – 089, LLC

$2,000,000.00

Membership Interests

HARVEST INVEST – 089, LLC (the "**Company**") is a recently formed Delaware Limited Liability Company that intends to enter into a Unit Purchase Agreement (the "**Portfolio Securities**") with Chicago Wet Storage, dba Windy City Mushroom Farms, an Illinois Limited Liability Company, (the "**Portfolio Company**" or the **"Sponsor"**) as more particularly described herein and in the Offering Supplement ("**Supplement**"), attached hereto as Exhibit A. The Company is offering to sell membership interests (the "**Interests**") in the Company to accredited investors, as defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended, and a limited number of non-accredited investors, pursuant to this Confidential Private Placement Memorandum (including the Supplement and the exhibits attached hereto, the **"Memorandum"**). This offering is being sponsored by Chicago Wet Storage, dba Windy City Mushroom Farms as described in the Supplement (the "**Sponsor**"). The Company intends to acquire the Portfolio Securities on or before January 2, 2026 (as such date may be extended in the Sponsor's sole discretion) for a purchase price set forth on the Supplement, plus payment of closing costs, financing costs and related transactional costs.

The Company is seeking to raise gross proceeds in this offering in the amount set forth in the Supplement through the sale of Interests in the Company pursuant to an exemption from registration under Rule 506(b) of Regulation D. The minimum investment amount in this offering is set forth in the Supplement.

This is a "minimum" offering. If the Company cannot sell at least the minimum offering amount set forth in the Supplement in Interests within six months from the commencement of this Offering, the Company will terminate the offering and the Escrow Facilitator (as defined below) will return the cash deposits to the investors. If at least the minimum amount of the Interests is subscribed by investors, the Company will own any unsold Interests, although it may continue to sell them.

The Interests offered hereby are highly speculative. An investment in an Interest involves substantial risks. Investors must read and carefully consider the discussion set forth under "RISK FACTORS" for a complete discussion of risks.

The Interests are being offered pursuant to an exemption from registration under Rule 506(b) of the Securities Act on the website platform operated by its Manager Harvest Returns, Inc., a Delaware Corporation ("**Manager**" or "**Harvest Returns**") located at www.harvestreturns.com and www.harvestreturns.portal.agorareal.com. Harvest Returns has or will receive a total fee of $160,000.00 plus applicable expenses from the Portfolio Company. If all of the Interests being offered are sold, the net proceeds to the Company will be $2,000,000.00, and the net proceeds to the Portfolio Company after deducting the listing fee and expense reimbursements will be approximately $1,840,000.00. The Interests are only being offered to potential investors with which the Company, its Manager, or the Portfolio Company has a pre-existing and substantive relationship prior to the commencement of this offering.

	Offering Price	Proceeds to Company[2]
Per Interest[1]	$5,000.00	$5,000.00
Minimum investment Class A, 1 Interest(s)[3]	$5,000.00	$15,000.00
Minimum Offering Amount [4]	$50,000.00	$50,000.00
Maximum Offering Amount	$2,000,000.00	$2,000,000.00

(1) Interests will be offered and sold by the Company on a "best-efforts" basis through the Company's management. Such management will not receive commissions or other compensation for such selling efforts. Interests will be offered through this Offering at a price of $5,000.00 per Interest.

(2) The Company intends to invest 100% of these proceeds in the Portfolio Company. The Portfolio Company has or will pay a listing fee of around $160,000.00 to the Manager, as well as reimburse certain expenses. The proceeds listed do not include deductions for such amounts.

(3) The minimum investment from each prospective Class A investor is $5,000.00 or 1 Interest(s), unless the minimum is waived by the Manager in its discretion.

(4) The Company may sell up to a maximum number of 9,302 Units for a total of $2,000,000.00 in total gross Offering proceeds. The Company must raise $50,000.00 (the "Minimum Offering Amount") before breaking impounds and deploying investor funds. If the Company does not raise the Minimum Offering Amount within six months of the commencement of this Offering, all offering proceeds will be returned to Investors without any deduction for fees or expenses. All Offering proceeds will be held in a self-managed, segregated account or escrow facilitator trust account until the Offering proceeds exceed the Minimum Offering Amount.

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

These securities are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act of 1933, as amended (the "Act") and applicable state securities laws, pursuant to registration or exemption therefrom. Investors should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time.

The information contained in this Memorandum is supplemented in its entirety by the information found in the Supplement and should be read in connection with such Supplement.

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EXHIBITS

A Offering Supplement
B Subscription Agreement
C Form of Delaware Limited Liability Company Agreement
D Unit Purchase Agreement *

AVAILABLE UPON REQUEST

*** Material final documents to be sent after closing**

NOTICE TO INVESTORS

Purchase of the Interests is suitable only for persons of substantial means who have no need for liquidity in their investment. Investors should carefully consider the following:

1. In preparing this Memorandum, the Company has made reasonable efforts to present all information that the Company considers material, based upon the information available to the Company. However, every prospective investor is urged to investigate further any matter that is not set forth in this Memorandum or any fact included in this Memorandum that the prospective investor considers material but does not clearly understand

2. Prospective investors are not to construe the contents of this Memorandum as legal or tax advice to them. Each investor should consult his own independent legal counsel, accountant and/or business advisor as to legal, tax and related matters concerning this investment.

3. The securities offered hereby may be offered and sold only to persons or entities who meet the investor suitability requirements set forth under "WHO MAY INVEST" in this Memorandum.

4. No person has been authorized by the Company or the Manager to make any representations or furnish any information with respect to the Company and/or the Interests other than as set forth in this Memorandum or other documents or information furnished by the Company or the Manager upon request. However, authorized representatives of the Company will, if such information is reasonably available, provide additional information that a prospective investor (or his representatives) requests for the purpose of evaluating the merits and risks of the offering.

5. This Memorandum has been prepared solely for the benefit of persons interested in the proposed private placement of the Interests offered hereby. Any reproduction or distribution of this Memorandum, in whole or in part, or the disclosure of any of its contents without the prior written consent of the Company is expressly prohibited. The recipient, by accepting delivery of this Memorandum, agrees to return this Memorandum and all documents furnished herewith to the Company or its representatives immediately upon request if the recipient does not purchase any of the Interests, or if the offering of the Interests is withdrawn or terminated.

6. The Company, in its sole discretion, may reject the Subscription Agreement (as defined below) of a prospective investor for any reason or no reason. The Subscription Agreement will be rejected for failure to conform to the requirements of the offering of the Interests or such other reasons as the Company, in its sole discretion, may determine. The Subscription Agreement may not be revoked, canceled, or terminated by the investor for any reason, except as expressly set forth herein.

7. The offering of the Interests is made exclusively by this Memorandum. This Memorandum contains a summary of certain provisions of various documents, including the Subscription Agreement and the Operating Agreement (as defined below), but only the full text of such documents contains complete information concerning the rights and obligations of the parties thereto. This Memorandum contains summaries of certain other documents, which summaries are believed to be accurate, but reference is hereby made to the full text of the actual documents for complete information concerning the rights and obligations of the parties thereto. Such information necessarily incorporates significant assumptions, as well as factual matters. All documents relating to this investment and related documents and agreements will be made available to a prospective investor or his advisors upon request.

8. Offering literature in any form whatsoever employed in connection with the Offering shall be subject to, and shall be superseded by, this Memorandum (including any exhibits, amendments, and supplements hereto). In the event of any conflict or perceived conflict between this Memorandum and any other Offering literature, unless otherwise stated, this Memorandum shall control.

9. Because the Interests are not registered under the Act or the securities laws of any state, investors must hold them indefinitely unless: they are registered under the Act and any applicable state securities acts, which registration the Manager does not expect to occur, or the Manager, with the advice of counsel, concludes that

registration is not required under the Act and applicable state laws. No public market currently exists for the Interests. In addition, investors will be required to make certain representations regarding the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Investors will be required to provide a properly executed Internal Revenue Service Form W-9, W-8BEN, W-8ECI, or W-8IMY, as applicable.

The securities offered hereby have not been registered under the Act or the securities laws of any state and are being offered and sold in reliance on exemptions from the registration requirements of the Act and such laws. The securities are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Act and such laws pursuant to registration or exemption therefrom.

In making an investment decision, prospective investors must rely on their own examination of the person or entity creating the securities and the terms of the offering, including the merits and risks involved.

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

This Memorandum does not constitute an offer or solicitation by anyone in any jurisdiction in which such an offer or solicitation is not authorized, or in which the person making such an offer is not qualified to do so, or to any person to whom it is unlawful to make an offer or solicitation.

CIRCULAR 230 DISCLOSURE

TO ENSURE COMPLIANCE WITH REQUIREMENTS IMPOSED BY THE INTERNAL REVENUE SERVICE, WE INFORM YOU THAT ANY UNITED STATES FEDERAL TAX ADVICE CONTAINED HEREIN (INCLUDING ANY ATTACHMENTS OR ENCLOSURES) WAS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING UNITED STATES FEDERAL TAX PENALTIES, ANY SUCH ADVICE WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTION OR MATTER ADDRESSED HEREIN AND ANY TAXPAYER TO WHOM THE TRANSACTIONS OR MATTERS ARE BEING PROMOTED, MARKETED OR RECOMMENDED SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

WHO MAY INVEST

The offer and sale of the Interests is being made in reliance on an exemption from the registration requirements of the Act under Rule 506(b). Accordingly, distribution of this Memorandum has been strictly limited to persons who meet the requirements and make the representations set forth below. The Company reserves the right, in its sole discretion, to declare any prospective investor ineligible to purchase Interests for any reason. **The Interests may be sold to Accredited Investors (as described below) and a limited number of non-Accredited Investors.**

INVESTOR SUITABILITY REQUIREMENTS

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. The Interests will be sold only to persons who have a pre-existing and substantive relationship with the Company or Harvest Returns, meet the suitability requirements, make the applicable minimum investment, and represent in writing that they meet the investor suitability requirements established by the Company and as may be required under federal or state law. The Company retains the right to accept smaller purchases in its sole discretion.

Each prospective investor must make representations in writing regarding the following requirements:

1. He has a pre-existing and substantive relationship with the Company or Harvest Returns prior to the date of the offering;
2. He has not been solicited to purchase through a general solicitation or public offering;
3. He has received, read, and fully understands this Memorandum and all exhibits hereto. He is basing his decision to invest on this Memorandum and all exhibits hereto. He has relied only on the information contained in said materials and has not relied upon any representations made by any other person;
4. He understands that an investment in the Interests involves substantial risk and he is fully cognizant of and understands all of the risk factors relating to a purchase of the Interests, including, without limitation, those risks set forth below in the section entitled "RISK FACTORS;"
5. His overall commitment to investments that are not readily marketable is not disproportionate to his individual net worth, and his investment in the Interests will not cause such overall commitment to become excessive;
6. He has adequate means of providing for his financial requirements, both current and anticipated, and has no need for liquidity in this investment;
7. He can bear and is willing to accept the economic risk of losing his entire investment in the Interests;
8. He is acquiring the Interest for his own account and for investment purposes only and has no present intention, agreement or arrangement for the distribution, transfer, assignment, resale or subdivision of the Interests;
9. He is either an "Accredited Investor" (as defined in Rule 501 of Regulation D under the Act and as described below) or a "Sophisticated Investor" who, either alone or with his purchaser representative(s), has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment (as required by Rule 506(b)(2)(ii) of Regulation D).

Representations with respect to the foregoing and certain other matters will be made by each investor in the Subscription Agreement and Escrow Instructions in the form attached to this Memorandum as Exhibit B (the **"Subscription Agreement"**). The Company will rely on the accuracy of each person's or entity's representations set forth therein and may require additional evidence that any such person or entity meets the applicable standards at any time prior to the Company's acceptance of the Subscription Agreement. An investor is not obligated to supply any information so requested by the Company, but the Company may reject any investor who fails to supply any information so requested.

Accredited Investors

A prospective investor who meets one of the following tests will qualify as an Accredited Investor:

- the prospective investor is a natural person who had individual income in excess of $200,000 in each of the two most recent years, or joint income with that person's spouse or spousal equivalent in excess of $300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year;

- the prospective investor is a natural person whose individual Net Worth (defined herein), or joint Net Worth with that person's spouse or spousal equivalent, exceeds $1,000,000 at the time of purchase of Interests;

- the prospective investor is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring Interests, whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he/she is capable of evaluating the merits and risks of an investment in Interests;

- the prospective investor is a 501(c)(3), corporation, business trust, partnership, or limited liability company with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring Interests;

- the prospective investor is an entity not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000;

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

- the prospective investor is a natural person holding in good standing a Series 7, 65, or 82 license or one or more professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status;[1]

- the prospective investor is a "family office" as defined in the Investment Advisers Act of 1940 and (i) with assets under management in excess of $5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment;

- the prospective investor is a "family client" of a family office whose prospective investment is directed by the family office; or

- the prospective investor is an entity (including an Individual Retirement Account trust) in which all of the equity owners are Accredited Investors as defined above.

For purposes of determining Accredited Investor status, "Net Worth" is computed as the difference between total assets and total liabilities while excluding any positive equity in the prospective investor's primary residence but, if the net effect of the mortgage results in negative equity, the prospective investor should include any negative effects in calculating his/her Net Worth. The prospective investor should also subtract from their Net Worth any additional indebtedness secured by his/her primary residence incurred within the 60 days prior to his/her purchase of the Interests (other than debt incurred as a result of the acquisition of the primary residence). In determining income, prospective investors should add to their adjusted gross income any amounts attributable to tax-exempt income received, losses claimed as a limited partner or member in any limited partnership or limited liability company, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income. In the case of fiduciary accounts, the Net Worth and/or income suitability requirements may be satisfied by the beneficiary of the account, or by the fiduciary if the fiduciary directly or indirectly provides funds for the purchase of Interests.

Sophisticated Investors

In order to be considered a Sophisticated Investor, an investor must satisfy all of the following:

- the prospective investor's investment in the Company cannot consist of a material proportion of their total financial capacity, and, in any event, cannot exceed 20% of their total Net Worth (or joint Net Worth with his/her spouse).

- the prospective investor must have sufficient experience and skill in financial, business, agriculture, and/or investments that he is capable of evaluating the merits and risks of the prospective investment. This may also be satisfied by their purchaser representative, if applicable, subject to certain restrictions.

Whether a prospective investor satisfies the criteria listed above will be determined by the Manager in its sole discretion.

Being permitted to invest in the Offering does not necessarily mean that the purchase of Interests is a suitable investment. The purchase of Interests should never be a complete investment program for any person and should

[1] The professional certifications or designations or credentials currently recognized by the SEC as satisfying the above criteria will be posted on its website.

represent only a small portion of any person's or entity's complete investment portfolio. Persons and entities should not purchase Interests unless they are able to bear the risk of loss of their entire investment.

If you do not meet the requirements described above, do not read further and immediately return this Memorandum to the Company. In the event you do not meet such requirements, this Memorandum does not constitute an offer to sell the Interests to you.

Tax-exempt entities, such as individual retirement accounts ("**IRAs**") or other plans subject to Code Section 4975 and plans subject to the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") ("ERISA Plans"), may be investors provided they meet the suitability requirements stated above. However, certain tax-exempt investors, including IRAs, are subject to tax on their "unrelated business taxable income." In addition, ERISA Plans are subject to certain fiduciary responsibility provisions of ERISA, and ERISA Plans and plans subject to Code Section 4975 are subject to the prohibited transaction provisions of ERISA and the Code. Finally, "Benefit Plan Investors" (as defined in "ERISA CONSIDERATIONS") will be limited to less than 25% of the outstanding Interests at any time, and investors may not assign or transfer Interests to Benefit Plan Investors. See "CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES" and "ERISA CONSIDERATIONS."

The investor suitability requirements stated above represent minimum suitability requirements, as established by the Company, for investors. However, satisfaction of these requirements by any such person or entity will not necessarily mean that an Interest is a suitable investment for such person or entity, or that the Company will accept such person or entity as an investor. Furthermore, the Company, as appropriate, may modify such requirements in its sole discretion, and such modification may raise the suitability requirements for investors.

The written representations made by the prospective investors will be reviewed to determine the suitability of each such person or entity. The Company will have the right, in its sole discretion, to refuse an offer to purchase the Interests if the Company believes that such person or entity does not meet the applicable investor suitability requirements, the Interests otherwise constitute an unsuitable investment for such person or entity, for any other reason, or for no reason.

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NOTICES TO PROSPECTIVE INVESTORS

THE MEMBERSHIP INTERESTS OFFERED HEREBY (THE "INTERESTS") HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO "U.S. PERSONS" (AS DEFINED IN REGULATION S UNDER THE 1933 ACT) UNLESS REGISTERED UNDER THE 1933 ACT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT IS AVAILABLE.

THE INTERESTS HAVE NOT BEEN REGISTERED WITH OR APPROVED OR IS APPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), THE REGULATORY AUTHORITY OF ANY STATE OF THE UNITED STATES (ANY "STATE") OR THE REGULATORY AUTHORITY OF ANY OTHER COUNTRY, NOR HAS THE SEC OR ANY SUCH OTHER 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. WITHIN THE UNITED STATES, THIS OFFERING IS MADE AS A PRIVATE PLACEMENT PURSUANT TO SECTION 4(2) AND RULE 506(B) OF REGULATION D OF THE 1933 ACT, AND TO PARTIES THAT ARE "ACCREDITED INVESTORS" AS DEFINED IN RULE 501(A) OF REGULATION D UNDER THE 1933 ACT AND A LIMITED NUMBER OF NON-ACCREDITED INVESTORS.

THIS MEMORANDUM IS NOT A PROSPECTUS OR AN ADVERTISEMENT, AND THE OFFERING IS NOT BEING MADE TO THE PUBLIC.

THIS OFFERING IS MADE IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT. THE COMPANY WILL NOT BE OBLIGATED TO REGISTER THE INTERESTS UNDER THE SECURITIES ACT OR ANY FOREIGN SECURITIES LAWS IN THE FUTURE. THERE CURRENTLY IS NO PUBLIC OR OTHER MARKET FOR THE INTERESTS AND THE MANAGER DOES NOT EXPECT THAT ANY SUCH MARKET WILL DEVELOP. ALL OF THE INTERESTS, WHETHER ACQUIRED WITHIN THE UNITED STATES OR OUTSIDE THE UNITED STATES, WILL BE "RESTRICTED SECURITIES" WITHIN THE MEANING OF RULE 144 UNDER THE SECURITIES ACT AND THEREFORE MAY NOT BE TRANSFERRED BY A HOLDER THEREOF WITHIN THE UNITED STATES OR TO A "U.S. PERSON" UNLESS SUCH TRANSFER IS MADE PURSUANT TO REGISTRATION UNDER THE SECURITIES ACT, PURSUANT TO AN EXEMPTION THEREFROM. MOREOVER, THE INTERESTS MAY BE TRANSFERRED ONLY WITH THE CONSENT OF THE MANAGER AND THE SATISFACTION OF CERTAIN OTHER CONDITIONS. THE INTERESTS ARE SPECULATIVE AND PRESENT A HIGH DEGREE OF RISK. SEE "RISK FACTORS." INVESTORS 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.

THE INTERESTS ARE BEING OFFERED SUBJECT TO VARIOUS CONDITIONS, INCLUDING: (I) WITHDRAWAL, CANCELLATION OR MODIFICATION OF THE OFFER WITHOUT NOTICE; (II) THE RIGHT OF THE MANAGER TO REJECT ANY SUBSCRIPTION FOR AN INTEREST, IN WHOLE OR IN PART, FOR ANY REASON; AND (III) THE APPROVAL OF CERTAIN MATTERS BY LEGAL COUNSEL. EACH PROSPECTIVE INVESTOR IS RESPONSIBLE FOR ITS OWN COSTS IN CONSIDERING AN INVESTMENT IN AN INTEREST. NEITHER THE MANAGER NOR THE COMPANY SHALL HAVE ANY LIABILITY TO A PROSPECTIVE INVESTOR WHOSE SUBSCRIPTION IS REJECTED OR PREEMPTED.

THE INFORMATION SET FORTH IN THIS MEMORANDUM IS CONFIDENTIAL. RECEIPT AND ACCEPTANCE OF THIS MEMORANDUM SHALL CONSTITUTE AN AGREEMENT BY THE RECIPIENT THAT THIS MEMORANDUM SHALL NOT BE REPRODUCED OR USED FOR ANY PURPOSE OTHER THAN IN CONNECTION WITH THE RECIPIENT'S EVALUATION OF AN INVESTMENT IN AN INTEREST.

NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS OR TO GIVE ANY INFORMATION WITH RESPECT TO THE COMPANY, THE MANAGER, OR THE INTERESTS, OTHER THAN AS CONTAINED IN THIS MEMORANDUM, THE COMPANY'S OPERATING AGREEMENT, THE SUBSCRIPTION AGREEMENT TO BE EXECUTED BY EACH INVESTOR, OR AN OFFICIAL WRITTEN SUPPLEMENT TO THIS MEMORANDUM APPROVED BY THE MANAGER. PROSPECTIVE INVESTORS ARE CAUTIONED AGAINST RELYING UPON INFORMATION OR REPRESENTATIONS FROM ANY OTHER SOURCE.

PROSPECTIVE INVESTORS 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 INVESTOR 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 INVESTOR TO ENSURE THAT THE LEGAL AND REGULATORY REQUIREMENTS OF ANY RELEVANT JURISDICTION OUTSIDE THE UNITED STATES ARE SATISFIED IN CONNECTION WITH SUCH INVESTOR'S ACQUISITION OF AN INTEREST.

CERTAIN DOCUMENTS RELATING TO THE COMPANY WILL BE COMPLEX OR TECHNICAL IN NATURE, AND PROSPECTIVE INVESTORS MAY REQUIRE THE ASSISTANCE OF LEGAL COUNSEL TO PROPERLY ASSESS THE IMPLICATIONS OF THE TERMS AND CONDITIONS SET FORTH THEREIN. LEGAL COUNSEL TO THE COMPANY AND THE MANAGER WILL REPRESENT THE INTERESTS SOLELY OF THE COMPANY AND THE MANAGER. NO LEGAL COUNSEL HAS BEEN ENGAGED BY THE COMPANY OR THE MANAGER TO REPRESENT THE INTERESTS OF PROSPECTIVE INVESTORS. EACH PROSPECTIVE INVESTOR IS URGED TO ENGAGE AND CONSULT WITH ITS OWN LEGAL COUNSEL IN REVIEWING DOCUMENTS RELATING TO THE COMPANY.

EXCEPT WHERE OTHERWISE SPECIFICALLY INDICATED, THIS MEMORANDUM SPEAKS AS OF THE DATE HEREOF. NEITHER THE SUBSEQUENT DELIVERY OF THIS MEMORANDUM NOR ANY SALE OF INTERESTS SHALL BE DEEMED A REPRESENTATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS, PROSPECTS OR ATTRIBUTES OF THE COMPANY SINCE THE DATE HEREOF.

THIS MEMORANDUM SUPERSEDES ALL PRIOR VERSIONS. FROM AND AFTER THE DATE OF THIS MEMORANDUM, PRIOR VERSIONS OF THIS MEMORANDUM MAY NOT BE RELIED UPON.

NOTHING CONTAINED HEREIN IS, OR SHOULD BE RELIED UPON AS, A PROMISE OR REPRESENTATION AS TO THE FUTURE PERFORMANCE OF THE COMPANY OR THE PORTFOLIO COMPANY. STATEMENTS, ESTIMATES AND PROJECTIONS WITH RESPECT TO SUCH FUTURE PERFORMANCE SET FORTH IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS MADE BY THE PORTFOLIO COMPANY WHICH MAY OR MAY NOT PROVE TO BE CORRECT. NO REPRESENTATION IS MADE AS TO THE ACCURACY OF SUCH STATEMENTS, ESTIMATES AND PROJECTIONS.

CERTAIN OF THE FACTUAL STATEMENTS MADE IN THIS MEMORANDUM ARE BASED UPON INFORMATION FROM VARIOUS SOURCES BELIEVED BY THE PORTFOLIO COMPANY TO BE RELIABLE. THE PORTFOLIO COMPANY, THE MANAGER, AND THE COMPANY HAVE NOT

INDEPENDENTLY VERIFIED ANY OF SUCH INFORMATION AND SHALL HAVE NO LIABILITY ASSOCIATED WITH THE INACCURACY OR INADEQUACY THEREOF.

EACH INVESTOR THAT ACQUIRES AN INTEREST WILL BECOME SUBJECT TO THE OPERATING AGREEMENT. IN THE EVENT ANY TERMS OR PROVISIONS OF SUCH OPERATING AGREEMENT CONFLICT WITH THE INFORMATION CONTAINED IN THIS MEMORANDUM, THE TERMS OF THE OPERATING AGREEMENT SHALL CONTROL.

SEE THE SUPPLEMENT FOR A DESCRIPTION OF CERTAIN RISK FACTORS ASSOCIATED WITH AN INVESTMENT IN THE COMPANY.

NOTICE TO NON-U.S. INVESTORS GENERALLY

IT IS THE RESPONSIBILITY OF ANY PERSONS WISHING TO SUBSCRIBE FOR AN INTEREST IN THE COMPANY TO INFORM THEMSELVES OF AND TO OBSERVE ALL APPLICABLE LAWS AND REGULATIONS OF ANY RELEVANT JURISDICTIONS. PROSPECTIVE INVESTORS SHOULD INFORM THEMSELVES AS TO THE LEGAL REQUIREMENTS AND TAX CONSEQUENCES WITHIN THE COUNTRIES OF THEIR CITIZENSHIP, RESIDENCE, DOMICILE AND PLACE OF BUSINESS WITH RESPECT TO THE ACQUISITION, HOLDING OR DISPOSAL OF AN INTEREST, AND NON-U.S. EXCHANGE RESTRICTIONS THAT MAY BE RELEVANT THERETO.

NASAA LEGEND

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISK INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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

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HOW TO SUBSCRIBE

The Interests may be purchased by investors as described above in "WHO MAY INVEST." Prospective investors who would like to purchase an Interest must read carefully this Memorandum and the exhibits hereto. Prospective investors must initially complete, execute, and deliver the Subscription Agreement on the website located at www.harvestreturns.com [or www.harvestreturns.portal.agorareal.com] (the "**Website**"), and provide funds via wire or ACH to North Capital Private Securities Corporation, as escrow facilitator (the "**Escrow Facilitator**"). Upon acceptance of the prospective investor's Subscription Agreement by the Company, the Company will direct investors to provide additional information and execute various additional documents on the website.

Upon receipt of the signed Subscription Agreement and verification of the prospective investor's investment qualification, the Company, in its sole discretion, will decide whether to accept the prospective investor's investment. Upon the Company's acceptance of a prospective investor for the purchase of the Interests, the Company will so notify the prospective investor.

The purchase price/investment amount will be fully refunded by the Company if a prospective investor is not accepted by the Company, to any investor who is not then in default upon written request from such investor until the close of business on the third day following the date upon which the Manager notifies the investor that his/her subscription has been accepted and his/her payment has been received by the Escrow Facilitator or if the acquisition of the Portfolio Securities is not completed by the Company for any reason.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Some of the statements under "SUMMARY," "RISK FACTORS," "ESTIMATED SOURCES AND USES" and other statements included elsewhere in this Memorandum constitute forward-looking statements. These forward-looking statements are subject to risks and uncertainties and include information about possible or assumed future results of our business, financial condition, liquidity, results of operations, plans and objectives. When we use the words "believe," "expect," "anticipate," "estimate," "intend," "should," "may" or similar expressions, we intend to identify forward-looking statements. Statements regarding the following subjects are forward-looking by their nature:

- our expected operating results;
- our ability to make distributions to our investors in the future;
- our understanding of the Portfolio Company;
- our assessment of relevant competition;
- market trends in the produce industry;
- the status and condition of the Portfolio Company; and
- the tax consequences of an investment in the Company.

The forward-looking statements are based on our beliefs, assumptions and expectations of our future performance, taking into account all information currently available to us. You should not place undue reliance on these forward-looking statements. These beliefs, assumptions and expectations can change as a result of many possible events or factors, not all of which are known to us. If a change occurs, our business, financial condition, liquidity and results of operations may vary materially from those expressed in our forward-looking statements. We are not obligated to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

When considering forward-looking statements, you should keep in mind the risks and other cautionary statements set forth in this Memorandum. Readers are cautioned not to place undue reliance on any of these forward-looking statements, which reflect our management's views as of the date of this Memorandum. The risks and other cautionary statements noted throughout this Memorandum could cause our actual results to differ significantly from those contained in any forward-looking statement.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. We are under no duty to update any of the forward-looking statements after the date of this Memorandum.

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SUMMARY

This Summary is to be read in connection with the Offering Supplement ("Supplement"), a copy of which is attached hereto as Exhibit A and the information contained elsewhere in this Memorandum, including in the exhibits hereto. Because it is a summary, this portion of the Memorandum may not contain all of the information that is important to you. For a more complete understanding of the offering, we urge you to read this entire Memorandum and the Supplement, including each of the exhibits hereto, carefully. When we refer in this Memorandum to "we," "our," "us," we are referring to the Company. When we refer to our "Portfolio Company," we are referring to the Portfolio Company described in the Supplement. When we refer to "you," "your" and "investors," we are referring to each prospective investor reading this Memorandum and, following completion of this offering, each investor that purchases Interests in this offering, as the context requires.

The Offering

We are offering membership interests (the **"Interests"**) in the Company to Accredited Investors and a limited number of non-Accredited Investors for the minimum purchase price set forth in the Supplement. We and the Sponsor reserve the right, in our sole discretion, to waive the minimum purchase requirement. If all of the Interests are purchased in the Offering, the Company will enter into a Thirty-six month Unit Purchase Agreement with the Portfolio Company (See Exhibit D). If we sell all of the Interests being offered hereby, the net proceeds to the Company, after deducting selling commissions, listing fees and other expenses, will be as set forth in the Supplement.

Any deposits or other payments made by any prospective investor to North Capital Private Securities Corporation (**"Escrow Facilitator"**) will be retained in escrow pending closing on the purchase of the Interest.

Assuming we sell all of the Interests being offered hereby, we estimate that the Company will receive approximate net proceeds from this offering in the amounts set forth in the Supplement. We will use the net proceeds to purchase the Portfolio Securities and to pay all related fees and expenses (including the recovery of any capital investment that may be made in the Company). The offering of the Interests is being conducted by the Company through a website platform operated by its Manager, Harvest Returns, Inc., a Delaware Corporation ("**Harvest Returns**") located at www.harvestreturns.com and www.harvestreturns.portal.agorareal.com (the "Platform"). Harvest Returns does not make any representations or warranties regarding the offering of the Interests, or the information contained herein or in the Supplement. See "ESTIMATED SOURCES AND USES".

The Company

HARVEST INVEST – 089, LLC, is a recently formed Delaware Limited Liability Company that intends to execute a Unit Purchase Agreement investment in the Portfolio Company or the Sponsor.

The Portfolio Company/Sponsor

The Portfolio Company was organized on January 8, 2015, and is a Consumer-Packaged-Goods company producing mushrooms in an indoor farm. For more information regarding the Sponsor, please refer to the section of the Supplement titled "THE SPONSOR."

Manager

Harvest Returns, Inc., will be the Manager and the holder of the Class B interests in the Company.

Offering Amount	$2,000,000.00
Offering Period	December 1, 2025 to May 31, 2026, unless extended by the Manager.
Minimum Investment Amount	$50,000.00

Company Distributions	The Portfolio Company is working on raising funds through a Unit Purchase Agreement. Ultimately, the Portfolio Company is targeting to exit the Unit Purchase Agreement investment via buyout from acquisition by a consumer-packaged goods company based on the terms of the Unit Purchase Agreement (Exhibit D), a pre-money valuation of $8 million, with the target equity exit date on or about three to five years. Upon exit, the Company's net cash available for distribution shall be distributed first as a return of capital to the Class A Members, then to Class A Members (80%) based on the pro rata interest of each of Member, and the remainder to the Class B Members (20%), as outlined in Exhibit C – Form of Delaware Limited Liability Company Agreement. See "PLAN OF DISTRIBUTION"
Projected Duration	3 – 5 Years. Note that actual duration may vary materially.
Projected Returns	20% - 21.5%. Note that this projection is based on numerous assumptions which may turn out to be wrong and actual results will vary materially.
Investment Date	On or about January 2, 2026

Acquisition of the Portfolio Securities

The Company intends to invest in or acquire the Portfolio Securities on or before the investment date (as set forth in the Supplement).

Operating Agreement

The Operating Agreement sets forth the rights and duties of the Investors as the Members (as defined in the Operating Agreement) with respect to the Company. Pursuant to the Operating Agreement, the Investors do not have any say in the operation of the Company. See "SUMMARY OF THE OPERATING AGREEMENT."

Summary Risks

The Interests offered hereby are highly speculative. An investment in an Interest involves substantial risks. Investors must read and carefully consider the discussion set forth under "RISK FACTORS" for a complete discussion of risks. Following is a summary of some of the material risks of an investment in the Interests:

- the Portfolio Company's technology is utilized for agriculture and therefore is subject to risks associated with agricultural development (including drought, natural disasters, environmental concerns, disease, market supply and demand, volatility, and regulatory changes);
- the Portfolio Company's risks vary by country, geography, climate and local agricultural production systems;
- the Interests are subject to restrictions on transfer and, therefore, lack liquidity; and
- the Company's only asset will be the Portfolio Securities, so we lack diversity of investment.

Tax Considerations

Special Tax Counsel to the Company will provide a Tax Opinion, which states that the Company should be classified as a partnership for federal income tax purposes. The Tax Opinion does not address any other tax issues that may be of interest to investors based on their own particular circumstances. See the "RISK FACTORS" below. All prospective investors must consult their own independent legal, tax, accounting and financial advisors and must acknowledge that they have done so as an investment requirement. See "CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES".

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THE OFFERING

We are offering Interests in the Company up to the maximum amount set forth in the Supplement. A minimum investment amount set forth in the Supplement is required, except that the Manager reserves the right in its sole discretion to waive the minimum investment requirement. The Manager or an affiliate may acquire an Interest in the Company on the same terms and conditions as other investors.

We intend to continue the offering until the earlier of (i) the sale of Interests in the Offering Amount set forth in the Supplement has been sold, or (ii) until the end of the Offering Period (as set forth in the Supplement), which date may be extended in the sole and absolute discretion of the Manager. If we sell the Offering Amount hereby, the net proceeds to the Company, after deducting listing fees, and expenses, will be the Net Offering Proceeds as described in the Supplement. If we cannot sell at least the Minimum Offering Amount within six months from the commencement of this Offering, we will terminate this offering and the Escrow Facilitator will return the cash deposits to the investors.

The Company does not intend to conduct any successive calls for capital following the closure of the Offering.

The Interests may be purchased only by prospective investors who satisfy certain additional suitability requirements. See "WHO MAY INVEST."

ESTIMATED SOURCES AND USES

The Supplement contains an estimated sources and uses of proceeds, please see "ESTIMATED SOURCES AND USES" in the Supplement.

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MANAGEMENT

The Company is managed by its Manager, Harvest Returns, Inc., a Delaware Corporation ("**Harvest Returns**"). However, the Manager of the Company has limited duties and obligations which are administrative in nature, and has no control over the actions of the Portfolio Company.

The Portfolio Company is managed by such persons as set forth in the Supplement.

INDEMNIFICATION; FIDUCIARY DUTIES OF THE MANAGER

The Operating Agreement provides that the Manager will not have a fiduciary duty to the Company or its Members (i.e., the investors) by virtue of its role as the Manager, affirmatively eliminating all such duties to the maximum extent permitted under Delaware law.

The Operating Agreement provides that the Manager will not have any liability to the Company for losses resulting from errors in judgment or other acts or omissions unless the Manager is guilty of fraud, bad faith or willful misconduct. The Operating Agreement also provides that the Company will indemnify the Manager against liability and related expenses (including, without limitation, legal fees and costs) incurred in dealing with the Company, Members, or third parties as long as no fraud, bad faith, or willful misconduct on the part of the Manager is involved. Therefore, Members may have a more limited right of action than they would have absent these provisions in the Operating Agreement. A successful indemnification of the Manager or any litigation that may arise in connection with the Manager's indemnification could deplete the assets of the Company.

HARVEST RETURNS

The offering of the Interests is being conducted by the Company through a website platform operated by the Manager, Harvest Returns, Inc., located at www.harvestreturns.com and www.harvestreturns.portal.agorareal.com. Harvest Returns does not make any representations or warranties regarding the offering of the Interests or the information contained herein or in the Supplement.

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CONFLICTS OF INTEREST

The principals of the Manager may act as manager, advisor, and/or controlling party of other limited liability companies, partnerships, trusts and other entities or arrangements from time to time. Such parties may presently own assets similar to the Portfolio Securities, which may compete with the Portfolio Company, and may acquire additional assets in the future that may also compete with the Portfolio Company. Such parties also have existing responsibilities and, in the future, may have additional responsibilities, to provide management and services to a number of other entities. The investors will not have any interests in any such future entities or assets. The Portfolio Securities could be adversely affected by these conflicts of interests. The Members must rely on the general fiduciary standards and other duties which may apply to a Manager of a limited liability company to prevent unfairness by any of the aforementioned in a transaction with the Company.

The principal areas in which conflicts may be anticipated to occur are as follows:

Obligations to Other Entities

The principals of the Manager may engage, for their own account or for the account of others, in other business ventures similar to that of the Portfolio Company or otherwise, and neither the Company nor any Members shall be entitled to any interest therein. As such, there exists a conflict of interest on the part of the Manager and its managers, members, and principals because there may be a financial incentive for such parties to arrange or originate transactions for private investors and other funds.

The Manager's principals, directors, managers, officers and/or affiliates may have conflicts of interest in allocating management time, services and functions between various existing companies, the Company and any future companies which it may organize as well as other business ventures in which they may be or become involved. The Manager believes it has sufficient staff to be fully capable of discharging its responsibilities.

Interest in Other Activities

The Manager's owners, principals and executive officers and affiliates may engage for their own account, or for the account of others, in other business ventures. Investors will not be entitled to any interests in such other activities. The Manager is not required to devote its capacities full-time to the Company's affairs, but only such time as the affairs of the Company may reasonably require.

Resolution of Conflicts of Interest

The Company has not developed, nor does it expect to develop, any formal process for resolving conflicts of interest.

SUMMARY OF THE OPERATING AGREEMENT

The ownership of the Portfolio Securities will be subject to the Operating Agreement, in the form attached as an exhibit to this Memorandum. The rights and obligations of the Investors as Members in the Company and with respect to the Portfolio Securities are governed by the Operating Agreement. The following is a summary of some of the significant provisions of the Operating Agreement and is qualified in its entirety by reference to the full Operating Agreement.

Purposes of the Company

The purposes of the Company are (a) to acquire or invest in the Portfolio Securities, (b) to generate revenue from the Portfolio Securities, (c) to hold and dispose of the Portfolio Securities, and (d) to take those actions that the Manager determines are necessary or advisable to carry out such purposes.

Term of the Company

The Company will terminate on the sale or other disposition of the Portfolio Securities.

Accounting and Reports

Each Member will receive his, her, or its respective K-1 Form as required by applicable law. Annual financial statements prepared by independent CPAs are made available to Members who request them in writing, within a reasonable time after year-end (not to exceed 180 days). The Manager may, at its sole and absolute discretion, designate any Person to provide tax and accounting advice to the Company, at any time and for any reason.

Manager presently intends to maintain the Company's books and records on an accrual basis for bookkeeping and accounting purposes, and also intends to use an accrual basis method of reporting income and losses for federal income tax purposes. The Manager reserves the right to change such methods of accounting. Any Member may inspect the books and records of the Company at reasonable times.

Authority and Duties of the Manager

Under applicable law, the Manager of the Company is not generally accountable to the Company as a fiduciary and only has administrative duties and shall act on behalf and in accordance with the direction of the Members as set forth in the Operating Agreement.

The Manager has the authority to hold, control, dispose of or otherwise deal with the Portfolio Securities in a manner that is consistent with their duty to conserve and protect the Portfolio Securities. The Operating Agreement provides that the Manager will have no fiduciary duties and will not have any liability to the Company for losses resulting from errors in judgment or other acts or omissions unless the Manager is guilty of fraud, bad faith or willful misconduct. The Company will indemnify the Manager against liability and related expenses (including, without limitation, legal fees and costs) incurred in dealing with the Company, Members, or third parties as long as no fraud, bad faith, or willful misconduct on the part of the Manager is involved. Therefore, Members may have a more limited right of action than they would have absent these provisions in the Operating Agreement. A successful indemnification of the Manager or any litigation that may arise in connection with the Manager's indemnification could deplete the assets of the Company.

Subject to the right of the Members to vote on specific matters, the Manager will have complete charge of the administration of the Company. The Manager is not required to devote itself full-time to Company affairs but only such time as is required for the conduct of the Company's business. The Manager has the power and authority to act for and bind the Company. The Manager is granted the special power of attorney of each Member for the purpose of executing any document which the Members have agreed to execute and deliver.

Communications with Members

The Manager intends to furnish Members with ongoing information about the performance of the Company and to use electronic mail (e-mail) as the primary method of communication. Each Member must have an e-mail account or must agree to establish an e-mail account.

Rights and Liabilities of Members

The rights, duties and powers of Members are governed by the Operating Agreement and applicable Delaware corporate and business law, and the discussion herein of such rights, duties and powers is qualified in its entirety by reference to them.

Investors who become Members in the manner set forth herein will not be responsible for the obligations of the Company. They may be liable to repay capital returned to them plus interest if necessary to discharge liabilities existing at the time of such return. Any cash distributed to Members may constitute, wholly or in part, return of capital.

Cash Flow

The investors will be entitled, based on their respective Interests, to revenue from the operation of the Company (if any), and proceeds of any sale or exchange of the Portfolio Securities, net of any portion of such profits which are payable to the Manager as its "Carry Percentage" (as set forth in the Supplement) and such other amounts required to reimburse the Manager for expenses and amounts necessary to pay anticipated ordinary current and future expenses of the Company.

Restrictions on Transfer

The Operating Agreement places substantial limitations upon transferability of Membership Interests. Any transferee must be a person that would have been qualified to purchase a Membership Interest in this offering. No Membership Interest may be transferred if, in the sole judgment of the Manager, a transfer would jeopardize the availability of exemptions from the registration requirements of federal securities laws, jeopardize the tax status of the Company as a limited liability company taxed as a partnership, or cause a termination of the Company for federal income tax purposes.

A transferee may not become a substitute Member without the consent of the Manager. Such consent may not be unreasonably withheld if the transferor and the transferee comply with all the provisions of the Operating Agreement and applicable law. A transferee who does not become a substitute Member has no right to vote in matters brought to a vote of the Members, or to receive any information regarding the Company or to inspect the Company books, but is entitled only to the share of income or return of capital to which the transferor would be entitled.

Profits and Losses

The Company's profit or loss for any taxable year, including the taxable year in which the Company is dissolved, will be allocated among the Members in proportion to their capital account balances that they held during the applicable tax reporting period.

Ownership

The Company, and not the investors, will hold legal title to the Portfolio Securities. The investors will not be entitled to any in-kind distribution of the Portfolio Securities.

Withdrawal

Members who invest in the Company may not withdraw their capital except upon special approval of the Manager (in its sole and absolute discretion).

The Manager is not under any circumstances obligated to liquidate any assets, or the Portfolio Securities in any efforts to accommodate or facilitate any Member(s)' request for withdrawal or redemption from the Company. Multiple withdrawal requests will be processed by the Company on a pro-rata basis and not on a first-come, first-served basis.

The Manager may, in its sole and absolute discretion, waive such withdrawal requirements if a Member is experiencing undue hardship; acceptability of the Member's hardship will be determined by the Manager in its sole and absolute discretion.

Redemption Policy and Other Events of Disassociation

The Manager may, by notice to any Member, force the sale of all or a portion of such Member's Interest on such terms as the Manager determines to be fair and reasonable, or take such other action as it determines to be fair and reasonable in the event that the Manager determines or has reason to believe that: (i) such Member has attempted to effect a Transfer of, or a Transfer has occurred with respect to, any portion of such Member's Interest in violation of this Agreement; (ii) continued ownership of such Interest by such Member is reasonably likely to cause the Company to be in violation of securities laws of the United States or any other relevant jurisdiction or the rules of any self-regulatory organization applicable to the Manager or its Affiliates; (iii) continued ownership of such Interest by such Member may be harmful or injurious to the business or reputation of the Company or the Manager, or may subject the Company or any Members to a risk of adverse tax or other fiscal consequence, including without limitation, adverse consequence under ERISA; (iv) any of the representations or warranties made by such Member under this agreement or under any Subscription Agreement signed by such Member in connection with the acquisition of an Interest was not true when made or has ceased to be true; (v) any portion of such Member's Interest has vested in any other Person by reason of the bankruptcy, dissolution, incompetency or death of such Member; or (vi) it would not be in the best interests of the Company, as determined by the Manager, for such Member to continue ownership of its Interest.

Upon any redemption, expulsion, transfer of all of Membership Interests, withdrawal or resignation of any Member, an event of disassociation shall have occurred and (a) the Member's right to participate in the Company's governance, receive information concerning the Company's affairs and inspect the Company's books and records will terminate and (b) unless such disassociation resulted from the transfer of the Member's Membership Interests, the Member will be entitled to receive the distributions to which the Member would have been entitled as of the effective date of the dissociation had the dissociation not occurred. The Member will remain liable for any obligation to the Company that existed prior to the effective date of the dissociation, including, without limitation, any costs or damages resulting from the Member's breach of the Operating Agreement. Under most circumstances, the Member will have no right to any return of his or her capital prior to the termination of the Company unless the Manager elects, at its sole and absolute discretion, to return capital to a Member.

The effect of redemption or disassociation on Members who do not sell or return their Membership Interests will be an increase in each Member's respective percentage interest in the Company and therefore an increase in each Member's respective proportionate interest in the future earnings, losses and distributions of the Company and an increase in the respective relative voting power of each remaining Member. Notwithstanding anything to the contrary herein, redemption shall be at the sole and absolute discretion of the Manager and the Manager shall not be compelled to redeem or repurchase Membership Interests at any time or for any reason.

The redemption of Membership Interests shall be subject to the Company's availability of sufficient cash to pay the expenses of the Company, and pay the redemption or withdrawal amounts to other Members who requested withdrawal or redemption in the order of the request. No redemption may be made that would render the Company unable to pay its obligations as they become due. The Company shall not be required to sell its assets to raise cash to effectuate any redemption.

A redeeming Member shall have the rights of a transferee until such time as the Company has actually redeemed those Membership Interests, that is, the Member shall be entitled to receive distributions, but shall not be

entitled to vote. Redeemed Membership Interests revert to authorized but unissued Interests and the former holder retains no interest of any kind in such Interests.

Bankruptcy; Termination upon Risk of Default

Investors will not have liability for the debts or obligations of any other investor, whether with respect to the Portfolio Securities or otherwise, and the Operating Agreement cannot be terminated by reason of the bankruptcy or insolvency of any investor.

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DESCRIPTION OF THE INTERESTS

General Description

The Interests are membership interests in the Company and entitle the holder to such rights as set forth in the Operating Agreement. If you subscribe for Interests and the Company accepts your subscription, you will become a Member of the Company (as defined in the Operating Agreement) upon payment in full of the purchase price. The purchase price per Interest has been arbitrarily determined and is not the result of arm's-length negotiations. The Minimum Investment Amount is set forth in the Supplement, although the Company may waive or lower the minimum purchase requirement for certain prospective Investors in the sole discretion of the Manager.

Members will have limited voting rights with respect to matters affecting the Company, which include certain amendments to the Operating Agreement. No Members, individually or collectively, shall have any right, power or authority to remove or expel the Manager of the Company, to cause the Manager to withdraw from the Company, to appoint a successor Manager in the event of the withdrawal or bankruptcy of the Manager or otherwise, or to terminate the Company, unless such right, power or authority is conferred on it or them by law.

Any proceeds of this Offering in excess of funds used to purchase the Portfolio Securities will be used by the Company to pay costs, fees and expenses relating to the operation of the Company.

RESTRICTIONS ON TRANSFERABILITY

The Operating Agreement places substantial limitations upon transferability of Membership Interests. Any transferee must be a person that would have been qualified to purchase a Membership Interest in this offering. No Membership Interest may be transferred if, in the sole judgment of the Manager, a transfer would jeopardize the availability of exemptions from the registration requirements of federal securities laws, jeopardize the tax status of the Company as a limited liability company taxed as a partnership, or cause a termination of the Company for federal income tax purposes.

A transferee may not become a substitute Member without the consent of the Manager. Such consent may not be unreasonably withheld if the transferor and the transferee comply with all the provisions of the Operating Agreement and applicable law. A transferee who does not become a substitute Member has no right to vote in matters brought to a vote of the Members, or to receive any information regarding the Company or to inspect the Company books, but is entitled only to the share of income or return of capital to which the transferor would be entitled.

COMPANY DISTRIBUTIONS

Cash Distribution Policy

The ability of the Portfolio Company to make or sustain cash distributions will depend upon numerous factors, including the receipt of revenue from subscribers and software user base. No assurance can be given that any level of cash distributions to the limited partners will be attained or that any level of cash distributions can be maintained. See "Risk Factors." The Company will review the accounts of the Portfolio Company at least semi-annually for the purpose of determining the distributable cash available for distribution.

The Portfolio Company will distribute cash to the Company that management, in its sole discretion, do not believe are necessary for the Portfolio Company to retain. Distributions may be reduced or deferred to the extent the Portfolio Company's revenues are used for any of the following:

- Repayment of Portfolio Company's borrowings
- Direct costs and administrative costs of the Portfolio Company
- Indemnification of the Company and its affiliates by the Portfolio Company for losses or liabilities incurred in connection with Portfolio Company's activities.

Also, funds will not be advanced or borrowed by the Portfolio Company for the purpose of making distributions to the Company if the amount advanced or borrowed would exceed the Portfolio Company's accrued and received revenues for the previous four quarters, less paid and accrued operating costs with respect to the revenues, unless such borrowed funds are the proceeds from are financing that is secured only by the property asset and for which the Portfolio Company bears no liability to repay. Any cash distributions from the Portfolio Company to the Company will be made only out of funds properly allocated to the Company's account.

Time of Distribution

The Portfolio Company will determine distributable cash at least on an annual basis. The Portfolio Company may at its sole discretion, make distributions more frequently.

Distribution Structure

"Distribution" means any distribution of cash or other property by the Portfolio Company to the investors, as determined by us in our sole discretion. There is no assurance that any cash distributions will be made; however, in the event the Company determines to make a cash distribution, it will be distributed in accordance with the Portfolio Company's Operating Agreement. Distributions will not be made to any member if the distribution would increase or create a deficit in that member's capital account.

Note: Equity distributions are determined on an annual basis. It is at the discretion of the Company to pay out distributions as there is no set distribution schedule and the amount of any distributions depends on the Company's available cash flow and the amount of reserves that the Manager believes necessary to retain for maintenance and other operational expenses. It may take several quarters for distributions to begin, depending on the Portfolio Company's business plan and the performance of the Portfolio Company.

Liquidating Distribution

Liquidating distributions will be made in the same manner as regular distributions in accordance with Exhibit C. Upon exit, the distributable proceeds from the Company's operating cash flow and capital events are to be distributed in order as follows:

- First, the return of capital to the Class A Members;
- Then, Class A units will receive 80% of the profit based on the pro rata amount of the contributed capital by Class A Members;
- Then, the remainder (20%) to the Class B Members.

PLAN OF DISTRIBUTION

Sale of Interests

Prospective investors must adhere to the escrow arrangements summarized in the section entitled "HOW TO SUBSCRIBE" in this Memorandum and in the following paragraphs of this section and as set forth in full in the Subscription Agreement, attached to this Memorandum as an exhibit. All proceeds for the purchase of Interests will be directly deposited into the escrow account at North Capital Private Securities Corporation ("**Escrow Facilitator**") which will hold the funds until the closing of escrow for the purchase of the investor's Interests. There is no assurance that all of the Interests will be sold, and the Company reserves the right to refuse to sell the Interests to any person, in its sole discretion, and may terminate this offering at any time.

The Escrow Facilitator will hold all funds until either the Minimum Offering Amount is received or until the end of the Offering Period. Upon receipt of the Minimum Offering Amount and at the direction of the Manager, the Escrow Facilitator will transfer a portion of the funds to the Closing Agent to consummate the closing of the purchase of the Portfolio Securities.

Inquiries regarding purchases of Interests should be directed to info@harvestreturns.com.

THE INTERESTS ARE BEING OFFERED ONLY TO INVESTORS WHICH MEET THE INVESTOR SUITABILITY STANDARDS (SEE "WHO MAY INVEST").

Limitation of Offering; Exemption from Registration

The offer and sale of the Interests is not being registered under the Securities Act of 1933, as amended (the "**Act**"), but rather is being privately placed by us pursuant to a private placement exemption from the registration requirements of the Act provided in Rule 506(b) of Regulation D under Section 4(2) of the Act on the basis of this Memorandum. Accordingly, distribution of this Memorandum for purposes of the sale of Interests has been limited to Accredited Investors and a limited number of non-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.

Acceptance of Investors

The Company has the right, to be exercised in its sole discretion, to accept or reject the Subscription Agreement of any prospective investor, for any reason or no reason, for a period of 30 days after receipt of the Subscription Agreement and Purchaser Questionnaire. Any proposed purchase of Interests not accepted within 30 days of receipt will be deemed rejected.

SUMMARY OF THE SUBSCRIPTION AGREEMENT

General

Each investor will be required to execute a Subscription Agreement in the form attached to this Memorandum as Exhibit B. Prospective investors should review the entire Subscription Agreement with their own independent legal counsel before submitting an offer to purchase an Interest. The following is merely a summary of some of the significant provisions of the Subscription Agreement and is qualified in its entirety by reference thereto.

Submission of Offer to Purchase

A summary of the procedures for the offer and purchase of an Interest is set forth in the section of this Memorandum entitled "HOW TO SUBSCRIBE." Investors should read that section in its entirety.

Closing

Upon delivery to the Company and the Company's acceptance of (i) the completed and executed Subscription Agreement, (ii) the purchase price for the investors Interest, and (iii) such other documents as may reasonably be requested by the Company, each investor will receive Interests upon the successful completion of the Offering and the raising of the targeted offering amount.

No Tax Advice

The investors will acquire their Interests without any representations from the Company or the Manager regarding the tax implications of the transaction. Each investor must consult his own independent attorneys and other tax advisors regarding the tax implications of the investor's acquisition of the Interests in the context of his or her own particular circumstances. See "CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES."

Termination of the Subscription Agreement

The Subscription Agreement may be terminated if the conditions to the Closing are not satisfied as set forth in the Subscription Agreement or if the terms of the Portfolio Securities differ materially from those described herein. If the Subscription Agreement is terminated, the investor will have no right to acquire any portion of the Portfolio Securities and will have no claims against the Company for damages, expenses, lost profits or otherwise. The cash deposit will be fully refunded by the Company (a) if a prospective investor is not accepted by the Company, (b) to any

investor who sends a written request to rescind his investment before the close of business on the third day following the date upon which the Manager notifies the investor that his/her subscription has been accepted and his/her cash deposit has been transferred to the Escrow Facilitator (c) if the targeted offering amount is not received within six months of the Commencement of the Offering; or (d) if the acquisition of the Portfolio Securities is not completed by the Company for any reason. Otherwise, the cash deposit will be nonrefundable.

Indemnity

The Subscription Agreement contains an indemnity provision whereby each investor will be required to indemnify, defend and hold harmless the Company, the Manager and certain other parties from any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs) that they may incur by reason of the investor's failure to fulfill all of the terms and conditions of the Subscription Agreement or untruth or inaccuracy of any of the representations, warranties, covenants or agreements contained therein.

Arbitration

Each investor voluntarily waives the right to have any dispute arising out of the Subscription Agreement litigated in a court or decided by jury trial. Any dispute or controversy arising out of, or relating to, the Subscription Agreement will be resolved by final and binding arbitration brought in Fort Worth, Texas.

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RISK FACTORS

THE PURCHASE OF THE INTERESTS IS SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. PROSPECTIVE INVESTORS SHOULD BE AWARE THAT IT IS IMPOSSIBLE TO PREDICT THE RESULTS FROM AN INVESTMENT IN THE INTERESTS. EACH PROSPECTIVE INVESTOR MUST CAREFULLY READ THIS MEMORANDUM PRIOR TO MAKING AN INVESTMENT AND SHOULD BE ABLE TO BEAR THE COMPLETE LOSS OF THIS INVESTMENT.

All prospective investors should consider carefully, among other risks, the following risks, and should consult with their own legal, tax, and financial advisors with respect thereto prior to investing in the Interests.

General Risks of Investment in Agriculture.

The economic success of an investment in the Company will also depend upon agricultural markets. Risks and hazards inherent in the agricultural market may make it difficult for the Portfolio Securities to achieve a reasonable return. These risk and hazards include, among others:

The price and availability of land and commodities is influenced by economic and industry conditions, including but not limited to supply and demand factors such as: crop disease; contamination caused by poor sanitation, humans, or illnesses; contamination affecting food safety, natural resources/environment; weed control; water availability; various planting, growing, or harvesting problems; severe weather conditions such as drought, floods, heavy rains, frost, or natural disasters that are difficult to anticipate and that cannot be controlled; uncontrolled fires (including arson); changes in supply or demand that impact domestic or international prices of inputs or outputs; changes in demand for quantity or quality attributes, food safety requirements, or timing of product delivery; challenges in doing business with companies (including foreign companies); legal and regulatory restrictions; transportation costs; interruptions in energy supply; and political and economic instability.

The price and risks associated with supply chain facilitation, including input supply, production, postharvest, storage, processing, marketing and distribution, food service, and consumption; labor disputes affecting transportation, communication, energy infrastructures, and services; and changes in enterprise or supply chain reputation and dependability.

Poor management decisions; poor quality control; forecast and planning errors; breakdowns in farm or farm equipment; use of outdated seeds; lack of preparation to change product, process, markets; inability to adapt to changes in cash and labor flows.

Environmental Liability. Federal, state and local laws may impose liability on a property owner for releases or the otherwise improper presence on the premises of hazardous substances without regard to fault or knowledge of the presence of such substances. A property owner may be held liable for environmental releases of such substances that occurred before it acquired title and that are not discovered until after it sells the property. If any hazardous substances are found at any time on real estate owned by the Portfolio Company, the Portfolio Company may be held jointly and severally liable for all cleanup costs, fines, penalties and other costs regardless of whether they owned their Interests when the releases occurred or the hazardous substances were discovered.

Unfavorable Changes in Market and Economic Conditions Could Hurt Appreciation Rates. The value and demand for agricultural services provided by the Portfolio Company have historically been positively and negatively affected by the market and economic conditions, any decrease in such could adversely affect the expected return of the Portfolio Securities.

Natural Disasters. The Portfolio Company may be susceptible to various natural disasters including, without limitation, windstorms, floods, earthquakes, droughts and other natural disasters.

Potential Liability for Environmental Contamination Could Result in Substantial Costs. Under various federal, state and local laws, ordinances and regulations, the Portfolio Company could be liable for the costs to investigate and remove or remediate hazardous or toxic substances on or in the Portfolio Company, often regardless

of whether the Portfolio Company knew of, or were responsible for, the presence of these substances. These costs may be substantial. If hazardous or toxic substances are present on any property owned by the Portfolio Company or if the Portfolio Company fails to properly remediate such substances, the Portfolio Company's ability to operate and conduct its business may be adversely affected.

No Guaranteed Cash Flow. There can be no assurance that cash flow or profits will be generated by the Portfolio Company.

Competition. The operations of the Portfolio Company are subject to local, national and worldwide competition. Other companies may be developing similar technology.

Energy Shortages and Allocations. 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 Portfolio Company is located which may affect operations, services and farming. It is not possible 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 developers.

Limited Representations and Warranties. The Company is acquiring the Portfolio Securities with only limited representations and warranties from the Portfolio Company. The extent of damages that the Company may incur as a result of such matters cannot be predicted, but potentially could have a significant adverse effect on the Portfolio Company and the return to the Investors.

Condemnation of Land. Land owned or leased by the Portfolio Company, or a portion thereof, could become subject to an eminent domain action by government or regulatory authorities. Such an action could have a material adverse effect on the marketability of the Portfolio Company or the amount of return on investment for the Investors.

Condemnation or Regulatory Action Affecting Marine Assets. Vessels, facilities, or other marine assets owned, leased, or operated by the Portfolio Company or marine oriented companies could become subject to seizure, condemnation, or regulatory action by government or maritime authorities. Such actions may arise due to eminent domain, navigational easements, port expansion projects, environmental protection measures, or compliance requirements under maritime laws and regulations. Any such event could materially impact the operational capacity, marketability, or valuation of the Portfolio Company and could adversely affect the returns on investment for Investors.

Regulatory Matters. Future changes in land use and environmental laws and regulations, whether federal, state or local, may impose new restrictions on the development, construction or disposition of the Portfolio Company. The Center for Disease Control, the Food and Drug Administration and/or other agencies could issue a "food safety alert" or recalls that could negatively impact the Portfolio Company's operations or revenue generation. The ability of the Portfolio Company to operate its business as currently intended may be adversely affected by such regulations.

Speculative Investment. No assurance can be given that the investors will satisfy their investment objectives. No assurance can be given that the investors will realize a substantial return (if any) on their investment or that they will not lose their entire investment. For this reason, prospective investors should carefully read this Memorandum. **All such persons or entities should consult with their attorney or business or tax advisors prior to making an investment.**

Risks Relating to the Portfolio Company.

Financing Risk. Indoor farms take capital to set up to include equipment and production space. This cost structure of traditional mushroom farms and indoor farms such as the popular hydroponic lettuce vertical which require significant capital investment upfront and ongoing expenses.

Product Development Risk. The food CPG market is extremely competitive and competition could adversely impact company profits.

Food and Safety Risk. There is a risk of contamination and spoilage with any food product which could adversely impact company operations.

Regulatory and Law. The government could make changes to existing laws or regulations or create new laws or regulations that can have an adverse effect on financial instruments, for example laws regarding capital transfers across borders. In addition, the Portfolio Company operates within the legislation that governs their trading activities. Any legislative changes could influence the Portfolio Company's profitability. The Portfolio Company will limit this risk by maintaining up to date knowledge of regulatory risks of undertaking business in the marketplace so it can plan and implement mitigation strategies promptly.

The amount of capital the Portfolio Company is attempting to raise in this Offering may not be enough to sustain the Portfolio Company's current business plan. In order to achieve the Portfolio Company's near and long-term goals, the Company may need to procure funds in addition to the amount raised in the Offering. There is no guarantee the Portfolio Company will be able to raise such funds on acceptable terms or at all. If they are not able to raise sufficient capital in the future, they may not be able to execute our business plan, our continued operations will be in jeopardy and they may be forced to cease operations and sell or otherwise transfer all or substantially all of our remaining assets, which could cause an Investor to lose all or a portion of their investment.

The Portfolio Company may face potential difficulties in obtaining capital. The Portfolio Company may have difficulty raising needed capital in the future because of, among other factors, our lack of revenues from sales, as well as the inherent business risks associated with the Portfolio Company and present and future market conditions. The Portfolio Company may require additional funds to execute our business strategy and conduct our operations. If adequate funds are unavailable, they may be required to delay, reduce the scope of or eliminate one or more of our research, development or commercialization programs, product launches or marketing efforts, any of which may materially harm our business, financial condition and results of operations.

Damage to the Portfolio Company reputation could negatively impact their business, financial condition, and results of operations. Its reputation and the quality of their brand are critical to their business and success in existing markets and will be critical to their success as they enter new markets. Any incident that erodes consumer loyalty for their brand could significantly reduce its value and damage their business. They may be adversely affected by any negative publicity, regardless of its accuracy. Also, there has been a marked increase in the use of social media platforms and similar devices, including blogs, social media websites and other forms of internet-based communications that provide individuals with access to a broad audience of consumers and other interested persons. The availability of information on social media platforms is virtually immediate as is its impact. Information posted may be adverse to our interests or may be inaccurate, each of which may harm our performance, prospects or business. The harm may be immediate and may disseminate rapidly and broadly, without affording us an opportunity for redress or correction.

No Guaranteed Cash Flow. There can be no assurance that cash flow or profits will be generated by the Portfolio Company

Uncertain Economic Conditions. There can be no assurance that the Portfolio Company will achieve anticipated cash flow levels. In addition, any negative change in the general economic conditions in the United States could adversely affect the financial condition and operating results of the Portfolio Company. For example, the Portfolio Company's revenues and operating results may be affected by uncertain or changing economic and market conditions. If global economic and market conditions, or economic conditions in the United States or other key markets, remain uncertain or persist, spread, or deteriorate further, developers may experience material impacts in their financial condition, which may affect the Portfolio Company's operating results.

Speculative Investment. No assurance can be given that the investors will satisfy their investment objectives. No assurance can be given that the investors will realize a substantial return (if any) on their investment or that they will not lose their entire investment. For this reason, prospective investors should carefully read this Memorandum. All such persons or entities should consult with their attorney or business or tax advisors prior to making an investment.

Lack of Audited Income Statements. The Portfolio Company did not obtain any audited income statements regarding the Borrower. Financial statements from the Portfolio Company's operations are available to investors upon request.

Risks Relating to the Company

Investors Have Limited Control over the Company. The investors have limited rights to participate in the management of the Company or in the decisions made by the Manager, except as specifically set forth in the Operating Agreement. In the event of the dissolution, death, retirement or other incapacity of the Manager or its principals, the business and operations of the Company may be affected. The Members will then elect a new Manager or the Manager shall elect a new Manager pursuant to the Operating Agreement.

Conflicts of Interest. Conflicts of interest between the Company and the various roles, activities and duties of the Manager and its principals and executives are likely to occur from time to time. The Manager will have conflicts of interest in allocating management time, services and functions between the Company and other current and future activities. There is no guarantee that the Manager will have sufficient staff, consultants, independent contractors and business and property managers to adequately perform its duties. The investors will not have any right to any interest in any future entities or business ventures formed or developed by the Manager or any of their Affiliates. Any conflicts of interest may result in the rights of the Company not being adequately protected to the detriment of its investors. None of the agreements or arrangements, including those relating to compensation, between the Company, the Manager or its Affiliate, is the result of arm's-length negotiations.

Investors Do Not Have Legal Title to the Portfolio Securities. The investors will not have legal title to the Portfolio Securities; the investors will only hold membership interests in the Company. The investors will not have any right to seek an in-kind distribution of the Portfolio Securities or divide or partition the Portfolio Securities. Moreover, the investors will not have any decision-making authority or voting rights as to whether or not the Portfolio Securities or the Portfolio Company will be sold.

No Decision Rights regarding Disposition Requirements for the Portfolio Securities; No Guaranteed Return. The investors will not have any vote or decision-making authority with respect to the Disposition of the Portfolio Securities.

Limited Voting Rights. Members will have limited voting rights with respect to matters affecting the Company, which include certain amendments to the Operating Agreement and disposition or sale of Portfolio Securities. No Members shall have any right, power or authority to remove or expel the Manager of the Company, to cause the manager to withdraw from the Company, to appoint a successor Manager in the event of the withdrawal or bankruptcy of the Manager, or to terminate the Company, unless such right, power or authority is conferred on it or them by law.

Limited Duties to the Investors. The Manager will not owe any duties to the investors other than those limited duties set forth in the Operating Agreement. In performing its duties, the Manager will only be liable to the investors for willful misconduct, bad faith, fraud or gross negligence.

Lack of Diversification. The Company may only own and liquidate the Portfolio Securities. The Company generally cannot acquire or develop any property or investments other than the Portfolio Securities. Thus, an investment in the Company will not provide any diversity as to asset type. This lack of diversification substantially increases the risks associated with an investment in the Interests. Adverse market conditions could have a material and adverse impact on your investment in the Company, including any return on your investment.

Loss on Dissolution or Termination. In the event of a Disposition, the ability of an Investor to recover all or any portion of such Investor's investment will depend on the amount of net proceeds realized from the liquidation and the amount of claims to be satisfied therefrom. There can be no assurance that the Company will recognize any gains or realize net proceeds on liquidation, and you may not recover any portion of your investment.

Risks Relating to Private Offering and Lack of Liquidity

Limited Transferability of Interests. Each investor will be required to represent that he is acquiring an Interest for investment and not with a view to distribution or resale, that such investor understands that an Interest is not freely transferable and that such investor must bear the economic risk of investment in the Portfolio Securities for an indefinite period of time because: (i) the Interest has not been registered under the Act or applicable state "Blue Sky" or securities laws; and (ii) the Interest cannot be sold unless it is subsequently registered or an exemption from such registration is available. There currently is no market for an Interest nor is one expected in the future and investors may not be able to liquidate their investment in case of an emergency. Investors may not assign or transfer Interests to any "Benefit Plan Investor" (as defined herein).

Offering Not Registered With Securities and Exchange Commission or State Securities Authorities. The offering of an Interest will not be registered with the SEC under the Act or the securities agency of any state, and is being offered in reliance upon an exemption from the registration provisions of the Act and state securities laws applicable only to offers and sales to investors meeting the suitability requirements set forth herein. Since this is a nonpublic offering, prospective investors will not have the benefit of review by the SEC or any state securities regulatory authority. The terms and conditions of the offering may not comply with the guidelines and regulations established for real estate programs that are required to be registered and qualified with those agencies.

Private Offering Exemption – Compliance with Requirements. Units are being offered to prospective investors pursuant to the so-called limited or private offering exemption from registration under Section 4(a)(2) and Rule 506(b) of Regulation D under the Securities Act. Unless the sale of Units should qualify for such exemption, either pursuant to Regulation D promulgated thereunder or otherwise, the investors might have the right to rescind their purchase of Units. Since compliance with these exemptions is highly technical, it is possible that if an investor were to seek rescission, such investor would succeed. A similar situation prevails under state law in those states where Units may be offered without registration. If a number of investors were to be successful in seeking rescission, the Company would face severe financial demands that could adversely affect the Company and, thus, the non-rescinding investors. Inasmuch as the basis for relying on exemptions is factual, depending on the Company's conduct and the conduct of persons contacting prospective investors and making the Offering, the Company will not receive a legal opinion to the effect that this Offering is exempt from registration under any federal or state law. Instead, the Company will rely on the operative facts as documented as the Company's basis for such exemptions.

Investment Company Act & Investment Advisor Exemptions – Compliance with Requirements. Maintenance of an Investment Company Act exemption imposes limits on the Company's operations, and if the Company were to become subject to the Investment Company Act, it likely could not continue its business. The Company intends to conduct its operations so that it is not required to register as an investment company under the Investment Company Act of 1940 and/or under the various related state blue-sky laws (collectively, the "Investment Company Act"). Similarly, while the Manager is registered with the State of Texas as a Private fund advisers, if the Manager became subject to various other state and federal laws regulating the provision of investment advice (collectively "Investment Advisor Regulations"), it is likely the Company could not continue its business. The Company and its Manager intend to monitor their compliance with applicable exemptions under the Investment Company Act and Investment Advisor Regulations on an ongoing basis. If they fail to comply with these exemptions, they could, among other things, be required to register the Company as an investment company, be required to register the Manager as an Investment Adviser, or substantially change its operations and investment strategies in order to avoid being required to register, either of which would have a material, adverse effect on the Company. If the Company or its Manager are required to register, it would become subject to substantial regulations and restrictions with respect to its capital structure, management, operations, transactions with affiliated persons, portfolio composition, and other matters. This could potentially force the Company to discontinue its business.

Minimum Offering. This is a "minimum" offering. The Company will not close on the sale of an Interest unless at least Minimum Offering Amount has been received from Investors. If the Company cannot sell at least the Minimum Offering Amount within six months from the commencement of this Offering, the Company will terminate the offering and the Escrow Facilitator will return the cash deposits to the investors.

Lack of Secondary Market. There can be no assurance (and it is very unlikely) that a secondary resale market for the Interests will develop or, if it does develop, that it will provide the Investors with liquidity for their

investments or that it will continue for as long as the Interests remain outstanding. The Interests will not be listed on any securities exchange.

Unregistered Offerings. The offerings of the Interests will not be registered with the SEC under the Securities Act or with the securities authorities of any state. The Interests are being offered in reliance on exemptions from the registration provisions of the Securities Act and state securities laws applicable to offers and sales to prospective Investors meeting the prospective investor suitability requirements set forth herein. If the Company should fail to comply with the requirements of such exemptions, prospective purchasers may have the right to rescind their purchase of the Interests, as applicable. This might also occur under the applicable state securities laws and regulations in states where the Interests will be sold without registration or qualification pursuant to a private offering or other exemption. If a number of the Investors were successful in seeking rescission, the Company would face severe financial demands that would adversely affect the Company as a whole and, thus, the investment in the Interests by the remaining Investors. Such event would have a material adverse effect on the Company.

Lack of Regulatory Review. Since the Offering is nonpublic and, as such, not registered under federal or state securities laws, you will not have the benefit of a review of this Memorandum by the SEC or any state securities commissions or other regulatory authorities prior to your investment. The terms and conditions of the Offering will not comply with the guidelines and regulations established for securities offerings that are required to be registered and qualified with those authorities.

Availability of Exemptions for Other Offerings. Other offerings by Affiliates of the Manager have been made in reliance on exemptions from the registration provisions of federal and state securities laws. No assurance, however, can be given that such exemptions were available or that the compliance requirements were met. If exemptions were not available for those offerings, the Company, as well as the partners and principals involved in such other offerings, could incur significant liability, including return of amounts paid to investors.

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

Pro Forma Budgets/Projected Aggregate Cash Flows. Any pro forma budgets or projected cash flows included in this Memorandum are forward-looking statements that involve significant risk and uncertainty. All materials or documents supplied by the Company or its Affiliates, including any such pro forma budgets or cash flows, should be considered speculative and are qualified in their entirety by the assumptions, information and risks disclosed in this Memorandum. The assumptions and facts upon which such projections are based are subject to variations that may arise as future events actually occur and to a complex series of events, many of which are outside the control of the Company and the Manager. The projections included herein are based on assumptions regarding future events. There is no assurance that actual events will correspond with these assumptions. Actual results for any period may or may not approximate projections and may differ significantly. You should consult with your tax and business advisors about the validity and reasonableness of the factual, accounting and tax assumptions. Neither the Company nor any other person or entity makes any representation or warranty as to the future profitability of the Company or of an investment in the Interests.

No Representation of Investors. Each of the Investors acknowledges and agrees that counsel, the Manager, the Company and their Affiliates do not represent and shall not be deemed under the applicable codes of professional responsibility to have represented or to be representing any or all of the Investors in any respect.

No Independent Review/No Managing Dealer. Currently the Company has not engaged the services of a managing dealer and it is uncertain whether a managing dealer will be used for this Offering. Under federal securities laws, an independent broker-dealer is expected to take steps to ensure that the information contained in this Memorandum is accurate and complete. The steps are typically taken by the "Managing Underwriter" or "Managing

Dealer" who participates in the preparation of an offering memorandum. In addition, the Managing Dealer has certain duties related to an offering, including a duty to a prospective investor to ensure that an investment in a security is suitable for that prospective investor, a duty to conduct adequate due diligence with respect to the offering and a duty to comply with federal and state securities laws. If a Managing Dealer is not engaged for this Offering, this independent review and analysis of the Memorandum and this Offering will not be conducted

Forward-Looking Statements. Some of the information you will find in this Memorandum may contain forward-looking statements. Such "forward-looking" statements are based on various assumptions of the Manager, which assumptions may not prove to be correct. Accordingly, there can be no assurance that such projections, assumptions and statements will accurately predict future events or the actual performance of the Portfolio Company. In addition, any projections and statements, written or oral, which do not conform to those contained in this Memorandum, should be disregarded, and their use is a violation of law. The projections contained in this Memorandum are based upon specified assumptions. If these assumptions are incorrect, the projections likewise would be incorrect. No representation or warranty can be given that the estimates, opinions or assumptions made herein or therein will prove to be accurate. Prospective investors should closely review the assumptions set forth in the projections. Any projected cash flow included in this Memorandum and all other materials or documents supplied by the Manager or its affiliates should be considered speculative and are qualified in their entirety by the assumptions, information and risks disclosed in this Memorandum. There is no assurance that actual events will correspond with these assumptions.

The Company intends to identify forward-looking statements in this Memorandum by using words or phrases such as "anticipates," "believes," "estimates," "expects," "intends," "maybe," "objective," "plan," "predict," "project" and "will be" and similar words or phrases, or the negative thereof or other variations thereof or comparable terminology. These types of statements discuss future expectations or contain projections or estimates. When considering such forward-looking statements, you should keep in mind the risk factors outlined herein. These risk factors, or other events, could cause actual results to differ materially from those contained in any forward-looking statement.

Tax Risks

Classification. Under current law, the Company is initially classified as a partnership, and not as an association taxable as a corporation, for federal income tax purposes.

Taxation of Members. As a Limited Liability Company, the Company is not itself subject to U.S. federal income tax but will file an annual company information return with the IRS. Each Member is required to report separately on his or her income tax return his or her distributive share of the Company's net long-term capital gain or loss, net short-term capital gain or loss, net ordinary income, deductions and credits. The Company may utilize a variety of investment and trading strategies which produce both short-term and long-term capital gain (or loss), as well as ordinary income (or loss). The Company will send annually to each Member a Schedule K-1 showing his or her distributive share of the Company items of income, gain, loss deduction or credit.

Each Member that is subject to U.S. federal income taxes (a "**U.S. Member**") will be liable for taxes on its distributive share of Company income regardless of whether the Company has made any distributions to the Member.

Allocations of the items of income, gain, loss, deductions and credits of the Company will be made in accordance with the Operating Agreement of the Company. Such allocations are intended to have "substantial economic effect." If an allocation to a Member does not have substantial economic effect, such Member's distributive share of profit or loss for tax purposes will be determined in accordance with such Member's interest in the Company, taking into account all facts and circumstances. Consequently, if the IRS were to successfully challenge the allocations set forth in the Operating Agreement, the Member may be allocated different amounts of income, gain, loss, deductions or credits than initially reported to such Member.

Upon any redemption of the Interest of a U.S. Member, the Company may specially allocate separate Company items of income, gain, loss and deduction to a redeeming U.S. Member to the extent necessary such that the U.S. Member would have an adjusted tax basis in its Interest equal to the redemption payment. The Manager generally retains sole discretion in determining the character of any such items specially allocated to a particular redeeming U.S.

Member. Although the Manager believes that these special allocations will be respected for federal income tax purposes, there are no assurances that such allocations could not be successfully challenged. If successfully challenged, a Member's allocable share of Company taxable income and loss may be affected.

To the extent that these special allocations are not made, or are made but successfully challenged, for U.S. federal income tax purposes, the U.S. Member would not have an adjusted tax basis in its Interest equal to the redemption payment. In that case, cash paid as part of a redemption to a U.S. Member in excess of the adjusted tax basis of its Interest will be treated as an amount received on the sale or exchange of its Interest and will generally be taxable as capital gain. Further, in that case, a U.S. Member may not recognize a loss upon a partial redemption of its Interest or partial withdrawal of its capital in the Company, and may only recognize a loss upon a complete withdrawal or the redemption or termination of its entire Interest in the Company after the U.S. Member has received all distributions and payments in respect of such complete withdrawal, redemption, or termination. In such case, the Member generally would recognize a capital loss to the extent of any remaining tax basis in its Interest.

Any capital gain or loss so recognized by a U.S. Member upon redemption (or upon a distribution, withdrawal, termination or other disposition) of its Interest generally would be long-term capital gain or loss to the extent of the portion of the Member's Interest that is held for more than twelve months, and short-term capital gain or loss to the extent of the portion of the Member's Interest that is held for twelve months or less. For this purpose, a Member would begin a new holding period in a portion of its Interests each time it makes an additional investment in the Company. Cash distributed (including with respect to partial withdrawals and partial redemption payments) to a U.S. Member in excess of the adjusted tax basis of its Interest will be treated as an amount received on the sale or exchange of its Interest and will generally be taxable as capital gain. An in-kind distribution of property other than cash generally will not result in taxable income or loss to any Member.

Where the Company makes a distribution that constitutes a "substantial basis reduction" distribution (e.g., the complete redemption of a Member's Interest where the Member recognizes a tax loss in excess of $250,000), the Company is generally required to adjust its tax basis in its assets in respect of all Members. (The Company also is required to adjust its tax basis in its assets in respect of a transferee Member in the case of a sale or exchange of an Interest, or a transfer upon death, when there exists "substantial built-in loss" (i.e., in excess of $250,000) in respect of Company property immediately after the transfer.) For this reason, the Company will require (i) a Member who receives a distribution from the Company in connection with a complete withdrawal, (ii) a transferee of an Interest (including a transferee in case of death), and (iii) any other Member in appropriate circumstances to provide the Company with information regarding its adjusted tax basis in its Interest.

Unrelated Business Taxable Income. An organization that is otherwise exempt from U.S. federal income tax is nonetheless subject to taxation with respect to its "unrelated business taxable income" ("**UBTI**"). Tax-exempt investors may recognize a significant amount of UBTI as a result of the indebtedness the Company will incur with respect to the Portfolio Securities. For certain types of tax-exempt organizations, the receipt of UBTI might have extremely adverse consequences, although a "qualified organization" within the meaning of Code Section 514(c)(9) may be eligible for an exemption provided for debt financed property. Prospective tax-exempt investors are strongly urged to consult their tax advisors regarding the tax consequences of their ownership of Interests.

Other Tax Risks

Limitations on Losses and Credits 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. Deductions from such passive activities generally may be used to offset only passive income. Interest deductions attributable to passive activities are treated as passive activity losses, 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 rule. Credits from passive activities generally are limited to the tax attributable to the income from passive activities. Passive activities include trade or business activities in which the taxpayer does not materially participate and also generally include rental activities. The Investor's income and loss from the Company will likely constitute income and loss from passive activities.

Limitation on Losses under the At-Risk Rules. An Investor that is an individual or closely held corporation will be unable to deduct losses from the Company, if any, to the extent such losses exceed the amount such Investor

is “at risk.” Losses not allowed under the at-risk provisions may be carried forward to subsequent taxable years and used when the amount at risk increases. See “Certain U.S. Federal Income Tax Consequences.”

Potential Tax Liability in Excess of Cash Distributions. It is possible that an Investor’s tax liability resulting from its Interest will exceed its share of cash distributions from the Company. This may occur because (i) cash flow from the Portfolio Securities may be used to fund nondeductible expenses; or (ii) in an extremely rare circumstance, a substitution of the Portfolio Securities may result in taxable gain without cash proceeds. Thus, there may be years in which an Investor’s tax liability exceeds its share of cash distributions from the Company. The same consequences may result from a sale or transfer of an Interest, whether voluntary or involuntary, that gives rise to ordinary income or capital gain. If any of these circumstances occur, an Investor would have to use funds from other sources to satisfy its tax liability.

Risk of Audit. An audit of an Investor’s tax returns by the IRS or any other taxing authority could result in a challenge to, and disallowance of, some of the deductions claimed on such returns. An audit of an Investor’s tax returns also could arise as a result of an examination by the IRS or any other taxing authority of tax returns filed by the Portfolio Company or its Affiliates, or another Investor, or any information return filed by the Company.

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, prospective Investors 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. 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 are required to comply with disclosure and list maintenance requirements for reportable transactions. Reportable transactions include transactions that generate losses under Code Section 165 and may include certain large like-kind exchanges entered into by corporations. The Company believes it is not required to, and 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 Company. 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. In addition to federal income tax consequences, a prospective Investor should consider the state and local tax consequences of an investment in an Interest. Prospective Investors must consult with their own tax advisors concerning the applicability and impact of any state and local tax laws. Investors may be required to file state tax returns in some or all of the states where the Properties are located in connection with the ownership of an Interest. See “Certain U.S. Federal Income Tax Consequences.”

Alternative Minimum Tax. The alternative minimum tax applies to taxable income adjusted by designated items of tax preference. The limitations on the deduction of passive losses also apply for purposes of computing alternative minimum taxable income. Prospective Investors should consult with their own tax advisors concerning the applicability of the alternative minimum tax.

CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES

CIRCULAR 230 DISCLOSURE

TO ENSURE COMPLIANCE WITH REQUIREMENTS IMPOSED BY THE INTERNAL REVENUE SERVICE, WE INFORM YOU THAT (A) ANY UNITED STATES FEDERAL TAX ADVICE CONTAINED HEREIN (INCLUDING ANY ATTACHMENTS OR ENCLOSURES) WAS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING UNITED STATES FEDERAL TAX PENALTIES, (B) ANY SUCH ADVICE WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTION OR MATTER ADDRESSED HEREIN AND (C) ANY TAXPAYER TO WHOM THE TRANSACTIONS OR MATTERS ARE BEING PROMOTED, MARKETED OR RECOMMENDED SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

General

The following discussion is a summary of certain federal income tax consequences of investments in the Interests. This summary discusses only Interests held as capital assets within the meaning of section 1221 of the Code. Except as discussed below, this summary only discusses the federal income tax consequences of an investment in the Interests to a U.S. investor, meaning an investor that, for U.S. federal income tax purposes, is a citizen or resident of the United States, a corporation (including an entity treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States or of a political subdivision of the United States, an estate whose income is subject to U.S. federal income taxation regardless of its source, or a trust if (i) a U.S. court is able to exercise primary supervision over the administration of such trust and one or more U.S. persons have the authority to control all substantial decisions of the trust or (ii) it has a valid election in place to be treated as a U.S. person (each, a "**U.S. Investor**"). This summary does not purport to deal with the federal income tax consequences to all categories of investors, some of which may be subject to special rules, such as financial institutions, tax-exempt organizations, partnerships, insurance companies, dealers in real property or foreign investors.

This summary is based upon the Code, administrative pronouncements, judicial decisions and current and proposed Treasury regulations ("**Treasury Regulations**") now in effect, changes to any of which subsequent to the date of this Offering Memorandum may affect the tax consequences described herein and may apply retroactively. Prospective investors should note that no rulings have been or will be sought from the Internal Revenue Service (the "**Service**") with respect to any of the federal income tax consequences discussed below, and no assurance can be given that the Service will not take contrary positions that would be materially adverse to investors. The statements contained in this section are for general information purposes only and are not tax advice.

Investors also should note that the Code, Treasury Regulations and other administrative guidance currently effective concerning investments such as the Interests do not address directly many of the issues involved with respect to the tax treatment of the Interests. Hence, definitive guidance cannot be provided with respect to many aspects of the tax treatment of investors. Finally, the summary does not purport to address the anticipated state and local income tax consequences to investors of acquiring, owning, holding or disposing of the Interests.

Persons considering the purchase of Interests should consult their own tax advisors with regard to the application of the federal tax laws to their particular situations as well as any tax consequences arising under the laws of any state, local or foreign taxing jurisdiction.

Prospective investors who own an interest in an investor that is treated as a pass-through entity under the Code will generally receive the same tax treatment, with respect to the material tax consequences of their indirect ownership of the Interests, as described herein for direct owners of Interests with the same tax status. Nonetheless, such persons should consult their tax advisors with respect to their particular circumstances.

Classification of the Company

Under current law, the Company is initially classified as a partnership, and not as an association taxable as a corporation, for federal income tax purposes.

Net Income and Loss of Each Investor

As a limited liability company, the Company is not itself subject to U.S. federal income tax but will file an annual company information return with the IRS. Each Member is required to report separately on his or her income tax return his or her distributive share of the Company's net long-term capital gain or loss, net short-term capital gain or loss, net ordinary income, deductions and credits. The Company may utilize a variety of investment and trading strategies which produce both short-term and long-term capital gain (or loss), as well as ordinary income (or loss). The Company will send annually to each Member a Schedule K-1 showing his or her distributive share of the Company items of income, gain, loss deduction or credit.

The Manager will keep records and provide information about expenses and income of the Company for each investor. An investor, however, will be required to keep separate records and to report separately its income with respect to its Interest.

Tax Consequences of Distributions

For purposes of distributions from an investor's account in the Company, its Interest is not divided into separate interests. Rather, a Member's Interest is "singular" even if the Member has made capital contributions to the Company at different times, and a distribution from an account is treated for tax purposes as a distribution with respect to the entire related Interest. Thus, if a Member receives a distribution of some but not all of his or her account, the full amount of each withdrawal or distribution will be taxable to the extent the amount of the withdrawal or distribution exceeds such Member's adjusted tax basis in such Interest. To the extent the amount of a distribution does not exceed a Member's tax basis in an Interest, such distribution generally is not reportable as taxable income but will reduce such tax basis, but not below zero. A Member generally will not recognize losses on distributions.

Because a Member's tax basis in its Interest is not increased by such Member's allocable share of the Company's income from investment activities until the end of the Company's taxable year, distributions during the taxable year could result in taxable gain to the Member even though no gain would result if the same withdrawals or distributions were made at the end of the taxable year. Furthermore, the share of the Company's income allocable to a Member at the end of the Company's taxable year would also be includible in such Member's taxable income and would increase such Member's tax basis in its remaining Interest as of the end of such taxable year.

A Member receiving a cash distribution from the Company in complete liquidation of his Interest generally will recognize capital gain or loss to the extent of the difference (if any) between the proceeds received by him and his adjusted tax basis in such Interest. Such capital gain or loss will be long-term, short-term or some combination of both, depending on the timing of such Member's capital contributions to the Company. Notwithstanding the foregoing, Section 751 of the Code provides that a withdrawing Member will recognize ordinary income to the extent the Company holds certain ordinary income items such as short-term obligations or market discount bonds, the interest on which has not been included in the Company's taxable income, regardless of whether the Member would otherwise recognize a gain on such withdrawal.

Dispositions of Portfolio Securities and Interests

Generally, the gains and losses realized by the Company on the sale of the Portfolio Securities should be characterized primarily as capital gains or losses, except in respect of loans, to the extent of any accrued market discount not previously included in the income of the Company and any amount realized attributable to accrued but unpaid interest. Generally, capital assets must be held for more than twelve months for the gain from the sale of the capital assets to qualify as long-term capital gains. Gains or losses on sales of capital assets that are held for twelve months or less are treated as short-term gains or losses and are taxed at ordinary income rates. Company income may also include ordinary income, including from interest and rental income.

Under current law, the highest marginal U.S. federal income tax rate applicable to ordinary income of individuals is 37% and the highest marginal U.S. federal income tax rate applicable to long-term capital gains (generally, capital gains on certain assets held for more than twelve months) of individuals is 20%. These rates are subject to change by new legislation at any time.

Also, legislation imposes a tax of 3.8% on the "net investment income" of certain individuals, trusts and estates for taxable years beginning after December 31, 2012. Among other items, "net investment income" generally includes gross income from interest and dividends and net gain attributable to the disposition of certain property, less certain deductions. Prospective Members should consult their tax advisors concerning the possible implications of this legislation in their particular circumstances.

Deductions of Losses and Expenses

For federal income tax purposes, a Member may deduct losses and expenses allocated to it by the Company only to the extent of its adjusted tax basis in its Interest (or, in the case of individuals, certain non-corporate taxpayers

and certain closely-held corporations, the lesser of such Member's adjusted tax basis in its Interest or its "amount at risk" with respect to such Interest) as of the end of the Company's taxable year in which such losses occur or such expenses are incurred.

Generally, a Member's adjusted tax basis in an Interest is the amount paid for such Interest, reduced (but not below zero) by such Member's share of the Company's distributions, losses and expenses, and increased by such Member's share of the Company's liabilities, if any, and income and gain as determined for federal income tax purposes, including capital gains, with such reductions and increases made at the end of the Company's taxable year. (Tax basis is also important because gain or loss on cash distributions or partial or complete withdrawals from the Company is measured by reference to the adjusted tax basis of the Member's Interest, as discussed below).

Generally, a Member's "amount at risk" with respect to an Interest includes such Member's (1) cash contributions to the Company; (2) the adjusted basis of other property contributed by such Member to the Company; and (3) amounts borrowed for the purchase of an Interest or for use by or in the Company for which such Member is personally liable or which are secured by property of such Member (not otherwise used by the Company) to the extent of the fair market value of the encumbered property. The "amount at risk" is increased by any income and gain (as determined for federal income tax purposes) derived by such Member from the Company, and is decreased by any losses (as determined for federal income tax purposes) derived by such Member from the Company and the amounts of any withdrawals or other distributions received by such Member from the Company. For purposes of the foregoing, "loss" derived by a Member from the Company is defined as the excess of allowable deductions for a taxable year allocated to such Member by the Company over the amount of income actually received or accrued by such Member during that year from the Company. Disallowed loss that is suspended in any taxable year may be deducted in later years to the extent that the Member's amount at risk increases.

It is possible that a Member may be at risk with respect to its Interest in an amount that is less than its tax basis in such Interest.

In addition to the limitations discussed above, net capital losses are deductible by noncorporate taxpayers only to the extent of capital gains for the taxable year plus $3,000. Because of that limitation, a Member's distributive share of the Company's net capital losses is not likely to materially reduce the federal income tax on such Member's ordinary income.

Organizational Costs and Offering Expenses

The investors will incur organizational costs and offering expenses in connection with the offering. See "ESTIMATED SOURCES AND USES." Although the law is unclear, the Company intends to take the position that such expenses are capitalized as an increase in the basis of the Portfolio Securities and other assets that the Interest represents. The Company also intends to take the position that syndication costs are not amortizable or deductible until the investor disposes of his Interest in a taxable transaction.

Backup Withholding

Distributions of proceeds from the sale of properties, may be subject to "backup withholding tax" under Code Section 3406 if recipients of such distributions fail to provide to the payor certain certifications and information, such as through Internal Revenue Service Form W-9, W-8BEN, W-8ECI, or W-8IMY, as applicable, including their taxpayer identification numbers, or otherwise fail to establish an exemption from that tax. Any such amounts deducted and withheld from a distribution to a recipient would be allowable as a credit against the recipient's federal income tax. Certain penalties may be imposed by the Service on a recipient that is required to supply information but does not do so in the proper manner.

Tax-Exempt Investors

Tax-exempt investors may recognize a significant amount of "unrelated business taxable income" ("**UBTI**") as a result of the indebtedness the Company will incur with respect to the Portfolio Securities. An investor that is a tax-exempt organization for federal income tax purposes and, therefore, is generally exempt from U.S. federal income taxation, may nevertheless be subject to "unrelated business income tax" to the extent, if any, that its proportionate

share of the Company's income consists of UBTI. A tax-exempt investor that regularly engages in a trade or business that is unrelated to its exempt function must include in computing its UBTI, its gross income derived from such unrelated trade or business. Moreover, such tax-exempt investor could be treated as earning UBTI to the extent that it derives income from "debt-financed property," or if its investment is debt financed. Debt-financed property means property held to produce income with respect to which there is "acquisition indebtedness" (i.e., indebtedness incurred in acquiring or holding property). However, a "qualified organization" within the meaning of Code Section 514(c)(9) (i.e., certain educational organizations and supporting organizations thereof, qualified pension, profit-sharing, and stock bonus plans under Code Section 401(a), and organizations described in Code Section 501(c)(25)), may be eligible for an exemption provided for debt financed property. Individual retirement accounts and other tax-exempt entities will not be eligible for such exemption.

Tax-exempt investors are strongly urged to consult their tax advisors regarding the tax consequences of their ownership of Interests.

Non-U.S. Investors

Under current U.S. federal income tax law, a Member that is neither a U.S. person nor a partnership for U.S. federal income tax purposes (a "non-U.S. person") will be required to file U.S. income tax returns reporting, and to pay U.S. tax on, its share of any income of the Company that is effective connected with a U.S. trade or business. The Company may have income that is effectively connected with a U.S. trade or business. The Company may also have to withhold tax on non-U.S. persons' shares of certain income of the Company, including dividends and certain interest income. Non-U.S. prospective Members should consult their own tax advisors before investing in the Company.

State and Local Laws

Prospective investors may be affected in different ways by state and local taxes that are not discussed in this Memorandum, such as income taxes, franchise taxes, privilege and use taxes, and other taxes and fees. Therefore, each prospective investor is urged and expected to consult with his or her personal tax advisor regarding the state and local tax consequences resulting to such investor from a potential purchase of an Interest.

ERISA CONSIDERATIONS

CIRCULAR 230 DISCLOSURE

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General

The following is a summary of certain considerations associated with an investment in the Company by a pension, profit sharing or other employee benefit plan that is subject to Title I of ERISA or Section 4975 of the Code. The summary does not purport to deal with all aspects of ERISA or Section 4975 of the Code or, to the extent not preempted by ERISA, any state law that may be relevant to particular plans. The summary is based on the current provisions of ERISA and the Code, existing and currently proposed regulations under ERISA and the Code and existing administrative rulings of the United States Department of Labor ("**DOL**") and reported judicial decisions.

A fiduciary considering investing in the Company with assets of an employee benefit plan that is subject to ERISA ("**ERISA Plan**"), should consult its legal advisor about ERISA's standards of fiduciary conduct and other

legal considerations before making such an investment. Specifically, before purchasing an Interest, any such fiduciary should, after considering the ERISA Plan's particular circumstances, determine whether the investment is appropriate under the fiduciary standards of ERISA or other applicable law, including the standards with respect to prudence, diversification and delegation of control. Any such fiduciary, and the fiduciary of any plan that is subject to Section 4975 of the Code also should consider the prohibited transaction provisions of ERISA and the Code. A fiduciary should also consider ERISA's standards with respect to the liquidity of plan assets, particularly in light of the restrictions on the transfer of Interests and the fact that there is no established trading market for the Interests.

Prohibited Transactions

Section 406 of ERISA and Section 4975 of the Code prohibit certain transactions ("prohibited transactions") involving the assets of an ERISA Plan or a plan subject to Section 4975 of the Code and certain persons (referred to as "parties in interest" under ERISA or "disqualified persons" under the Code) having certain relationships to such plans, unless an exemption is available. A party in interest or disqualified person who engages in a prohibited transaction may be subject to excise taxes under Section 4975 of the Code, or, in some cases, a civil penalty under Section 502(i) of ERISA. If the disqualified person who engages in the transaction is the individual on whose behalf an individual retirement account or annuity ("**IRA**") is maintained (or his beneficiary), the IRA will lose its tax-exempt status and its assets will be deemed to have been distributed to such individual in a taxable distribution (and no excise tax will be imposed) on account of the prohibited transaction. In addition, a fiduciary who permits such a plan to engage in a transaction that the fiduciary knows or should know is a prohibited transaction may be liable to the plan for any loss the plan incurs as a result of the transaction or for any profits earned by the fiduciary in the transaction.

Plan Asset Regulation

The DOL has published a regulation (the "Plan Asset Regulation") describing when the underlying assets of an entity constitute assets of an investing ERISA Plan for purposes of ERISA. If the assets of the Company were regarded as "plan assets" of an ERISA Plan that holds an Interest, the Manager would be a "fiduciary" (as defined in ERISA) with respect to such investor and would be subject to the obligations and liabilities imposed on fiduciaries by ERISA.

Under the Plan Asset Regulation, if an ERISA Plan invests in an "equity interest" of an entity that is neither a "publicly-offered security" nor a security issued by an investment company registered under the Investment Company Act, the assets of the ERISA Plan include both the equity interest and an undivided interest in each of the entity's underlying assets, unless it is established that the entity is an "operating company" or that equity participation in the entity by Benefit Plan Investors is not "significant." The term "Benefit Plan Investor" means an ERISA Plan (a plan that is subject to Section 4975 of the Code and any entity whose assets are deemed to include plan assets by virtue of a plan's investment in the entity). Equity participation in an entity by Benefit Plan Investors is considered "significant" if 25% or more of the value of any class of equity interests in the entity is held by Benefit Plan Investors. Equity interests held by persons (other than Benefit Plan Investors) who have discretionary authority or control over or provide investment advice for a fee with respect to the entity's assets, and any affiliates of such persons are not treated as outstanding for this purpose.

The Interests will not qualify as a "publicly-offered security" under the Plan Asset Regulation, the Company is not an investment company registered under the Investment Company Act and the Company is not expected to qualify as an "operating company" under the Plan Asset Regulation. In order to avoid having the Company assets considered to be assets of ERISA Plans that hold Interests, the sale of Interests in the Company will be limited so that the aggregate investment by Benefit Plan Investors does not equal or exceed 25% of the outstanding Interests at any time (disregarding, for this purpose, interests held by persons who have discretionary authority or control over or provide investment advice for a fee with respect to the Company's assets, and any affiliates of such persons). In connection with efforts to limit investment by Benefit Plan Investors, the Company may require certain representations or assurances from investors and the Company shall be entitled to rely on those representations and assurances. The Company reserves the right, however, to waive the 25% limitation and thereafter to comply with ERISA.

Representations by Plans

In addition to the representations discussed in the preceding paragraph, a Benefit Plan Investor proposing to invest in the Company will be required to represent that it, and any fiduciaries responsible for its investments, are aware of and understand the Company's investment objectives, policies and strategies, that the decision to invest in the Company was made with appropriate consideration of relevant investment factors with regard to the Benefit Plan Investor and is consistent with all applicable duties and responsibilities imposed upon fiduciaries with regard to their investment decisions under ERISA, the Code or other similar law.

Each purchaser of an Interest that is a Benefit Plan Investor or is investing assets of a plan shall represent or be deemed to have represented that either the acquisition and holding of the Interest is not a prohibited transaction or that the Plan is eligible for exemptive relief under one or more statutory or administrative exemptions from the prohibited transaction rules of ERISA and the Code.

Review by Plan Fiduciaries

Any plan fiduciary considering whether to purchase an Interest on behalf of a plan should consult with its counsel regarding the applicability of the fiduciary responsibility and prohibited transaction provisions of ERISA and the Code and the availability of any prohibited transaction exemptions. The sale of an Interest to a Plan is in no respect a representation by the Company that this investment meets all relevant requirements with respect to investments by plans generally or any particular plan or that this investment is appropriate for plans generally or any particular plan.

ADDITIONAL INFORMATION

The Manager will answer inquiries from investors concerning the Interests and other matters relating to the offer and sale of the Interests, and they will afford prospective investors the opportunity to obtain any additional information to the extent they possess such information or can acquire such information without unreasonable effort or expense that is necessary to verify the information in this Memorandum.

Prospective investors are entitled to review copies of other material contracts relating to the Interests, the Portfolio Company, or the Portfolio Securities described in this Memorandum and copies of the various entities' organizational documents.

Copies of all reports and financial statements prepared by third parties in connection with this offering are available upon request to the Manager.

EXHIBIT A

OFFERING SUPPLEMENT

to Private Placement Memorandum dated December 1, 2025

by

HARVEST INVEST – 089, LLC (the "Company")

December 1, 2025

of

$2,000,000 (Approximate)

Relating to the offering of membership interests in
Chicago Wet Storage, LLC dba Windy City Mushroom Farms (the "Portfolio Company")

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved the interests or determined if this offering supplement or the accompanying Private Placement Memorandum is accurate or complete. Any representation to the contrary is a criminal offense.

This offering supplement contains substantial information concerning the offered Interests, the Company, the Portfolio Company and others with respect to them. Potential investors are urged to review this offering supplement and the Private Placement Memorandum in its entirety. The obligations of the parties with respect to the transactions contemplated in this offering supplement are set forth in and will be governed by certain documents described in this offering supplement, and all of the statements and information in this offering supplement are qualified in their entirety by reference to such documents.

Cross-references are included in this offering supplement to captions where you can find additional information.

PROSPECTIVE PURCHASERS ARE NOT TO CONSTRUE THE CONTENTS OF THIS OFFERING SUPPLEMENT OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY OR THE PORTFOLIO COMPANY AS INVESTMENT, LEGAL, ACCOUNTING OR TAX ADVICE. PRIOR TO INVESTING IN THE OFFERED INTERESTS, A PROSPECTIVE PURCHASER SHOULD CONSULT WITH ITS ATTORNEY AND ITS INVESTMENT, ACCOUNTING, REGULATORY AND TAX ADVISORS TO DETERMINE THE CONSEQUENCES OF AN INVESTMENT IN THE OFFERED INTERESTS AND ARRIVE AT AN INDEPENDENT EVALUATION OF SUCH INVESTMENT.

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SUMMARY OF TERMS

Company	HARVEST INVEST – 089, LLC, a Delaware Limited Liability Company
Portfolio Company	Chicago Wet Storage, LLC dba Windy City Mushroom Farms, a Illinois Limited Liability Company organized on January 8, 2015
Offering Amount	$2,000,000
Minimum Offering Amount	$50,000
Offering Expenses (paid to the Manager by the Portfolio Company)	$7,500 in listing fees $160,000 in other expenses
Net Offering Proceeds to Portfolio Company (Max Raise)	$1,840,000
Offering Period	December 1, 2025 to May 31, 2026
Minimum Investment Amount	$5,000
Securities	Units of Limited Liability Membership Interests in the Company
Company Investment	The Company intends to enter into a Unit Purchase Agreement (the "Agreement") with the Portfolio Company. The Portfolio Company is working on raising funds through a Unit Purchase Agreement. The Agreement holds a pre-money valuation at $8 million. Ultimately, the Portfolio Company is targeting to exit the Unit Purchase Agreement investment via buyback of the equity units with cash from a strategic acquisition by a consumer-product-goods company in the next three to five years.
Asset	Investors will purchase membership interests in HARVEST INVEST – 089, LLC which will, in turn, enter into the Agreement with Chicago Wet Storage, LLC dba Windy City Mushroom Farms.
Investment Date	On or about January 2, 2026

PORTFOLIO COMPANY

Chicago Wet Storage, LLC dba Windy City Mushroom Farms	*Chicago Wet Storage, LLC dba Windy City Mushroom Farms (*the "Portfolio Company"), is a Illinois Limited Liability Company, was incorporated on January 8, 2015, and is a mushroom producing, consumer-product-goods company.
The Offering by Chicago Wet Storage, LLC dba Windy City Mushroom Farms	HARVEST INVEST – 089, LLC intends to enter into a Unit Purchase Agreement (the "Agreement") with Chicago Wet Storage, LLC dba Windy City Mushroom Farms. The Portfolio Company will have Equity with a pre-money valuation of $8 million.
Description of Securities	The Interests that the Portfolio Company will sell to the Company will be sold pursuant to a Unit Purchase Agreement to be signed on the investment date, a copy of which will be available after the close of the Offering (the "Portfolio Company Unit Purchase Agreement"). Such Interests are "restricted" securities under the Securities Act, and consequently may not be resold unless they are subsequently registered, or qualified, or unless an exemption from such registration or qualification requirements is available. There is no public market for the Interests, and neither the Company nor the Portfolio Company anticipate that such a market will develop in the near future, if ever.
Voting Rights; Governing Documents	The Company shall have equal voting rights in the Portfolio Company as set forth in the organizational governing documents of the Portfolio Company. The Company's relationship with the Portfolio Company will be governed by the Portfolio Company's Subscription Agreement, the Portfolio Company's Operating Agreement, as in effect from time to time.
Offering Period	The Offering will commence on the date hereof and will expire on the earlier of (a) 30 days from the date of this Supplement (subject to extension in the discretion of the Portfolio Company for one or more 30-day periods, (b) on the date when subscriptions for a maximum of $2,000,000 in securities are accepted by the Portfolio Company, or (c) upon the Portfolio Company's unilateral decision to terminate the Offering, providing that the Offering may be extended by the Portfolio Company without notice.
Transfer Restrictions	There are significant restrictions under the securities laws on the transfer of Company Interests. Interests are offered in reliance on exemptions and preemption from the registration provisions of the Securities Act and various state securities laws. Interests constitute "restricted securities," as that term is defined in Rule 144 promulgated under the Securities Act and cannot be resold unless such resale is registered under the Securities Act and applicable state securities laws (which may be prohibitively expensive and may not be possible in any event) or sold pursuant to an exemption therefrom. In some states, specified conditions must be met, or approval of a state authority may be required. Even if Interests purchased in this Offering are eligible for resale, there is no trading market for such Interests, and none is likely to develop.

Selected Financial Information	The Portfolio Company is an established Limited Liability Company that has been in operation since January 8, 2015.
Additional Information	The Portfolio Company's name and registered mailing address of the Limited Liability Company are as follows: Chicago Wet Storage, LLC dba Windy City Mushroom Farms, 4035 S Western, Chicago, Illinois 60609.

PRINCIPAL UNIT HOLDERS

The following table sets forth the information, as of the date of this Supplement, with respect to the beneficial ownership of the Portfolio Company's securities by each person known to the Portfolio Company to be the beneficial owner of the outstanding Interests of the Portfolio Company's securities, and each person who is a manager, director, executive officer and all persons who are directors and officers of the Portfolio Company as a group. To the best of our knowledge, the persons named have sole voting and investment power with respect to such Interests, except as otherwise noted. The table gives the percentage of Interests held by each such person or group as of the date of this Supplement and as adjusted to give effect to this Offering.

Capitalization as of today:

MEMBER	PERCENTAGE INTEREST [%] (Current)
Guy Furman	67.00%
Other Investors	33.00%
Total	**100.00%**

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the estimated sources and uses of proceeds of the offering. The table reflects the present intentions of the Portfolio Company and an unforeseen change of circumstances may require the Company to modify the information set forth below. The Manager and its affiliates will receive substantial compensation and fees in connection with the offering and the operation and management of the Company, as described in this Memorandum.

	Amount	% of Raise
Sources of Funds:		
HARVEST INVEST – 089, LLC	$2,000,000	100.0%
Total Sources of Funds	**$2,000,000**	**100.0%**
Uses of Funds by Portfolio Company:		
New Facility Construction	$1,000,000	50.0%
Working Capital	$340,000	17.0%
Marketing / Growth	$500,000	25.0%
Offering Costs: Fund-raising Costs [(1)]	$160,000	8.0%
Total Uses of Funds [(2)]	**$2,000,000**	**100.0%**

(1) Includes escrow costs, regulatory compliance, and associated costs.

(2) Investments will be deposited by the Escrow Agent into an escrow account pending the elimination of any contingencies related to closure of the Offering. If the Company does not sell the Minimum Offering Amount, then it will return the cash deposits to the investors.

Forward Looking Statements

Pro forma financial statements are forward-looking projections using certain presumptions of the Portfolio Company. These statements are mainly used internally by the Portfolio Company management for aiding in business decisions. Certain information set forth in this offering contains "forward-looking information", including "future-oriented financial information" and "financial outlook". Except for statements of historical fact, the information contained herein constitutes forward-looking statements and includes, but is not limited to, the (i) projected financial performance of the Portfolio Company; (ii) completion of, and the use of proceeds from, the sale of the shares being offered hereunder; (iii) the expected development of the Portfolio Company's business, projects, and joint ventures; (iv) execution of the Portfolio Company's vision and growth strategy, including with respect to future M&A activity and global growth; (v) sources and availability of third-party financing for the Portfolio Company's projects; (vi) completion of the Portfolio Company's projects that are currently underway, in development or otherwise under consideration; (vi) renewal of the Portfolio Company's current customer, supplier and other material agreements; and (vii) future liquidity, working capital, and capital requirements. Forward-looking statements are provided to allow potential investors the opportunity to understand management's beliefs and opinions in respect of the future so that they may use such beliefs and opinions as one factor in evaluating an investment.

Income Statement Summary ($ in USD 000's)		**Funding**	**Yr-1**	**Yr-2**	**Yr-3**	**Yr-4**	**Yr-5**
Fiscal Year	2024A	2025P	2026P	2027P	2028P	2029P	2030P
Revenue	-	2,494	5,905	11,730	18,040	22,525	23,155
COGS		1,836	3,990	7,485	11,524	14,400	14,794
Gross Profit		**658**	**1,915**	**4,245**	**6,516**	**8,125**	**8,361**
OPEX		723	1,152	2,226	3,035	3,512	4,065
EBITDA		**(66)**	**763**	**2,019**	**3,482**	**4,613**	**4,296**
Capital Expenditure		1,024	1,000	1,000	1,000	1,000	-
Depreciation		302	502	702	902	1,102	918
Revenue Growth	*N/A*	*N/A*	*136.8%*	*98.6%*	*53.8%*	*24.9%*	*2.8%*
Gross Margin %	*N/A*	*26.4%*	*32.4%*	*36.2%*	*36.1%*	*36.1%*	*36.1%*
Opex % of Rev.	*N/A*	*29.0%*	*19.5%*	*19.0%*	*16.8%*	*15.6%*	*17.6%*
EBITDA % of Rev.	*N/A*	*-2.6%*	*12.9%*	*17.2%*	*19.3%*	*20.5%*	*18.6%*

PROJECTED CLASS A INVESTOR RETURNS
MAXIMUM RAISE SCENARIO

Investment Return Summary ($ in USD)	**Funding**	**Yr-1**	**Yr-2**	**Yr-3**	**Yr-4**	**Yr-5**
Fiscal Year	2025P	2026P	2027P	2028P	2029P	2030P
Investment	(2,000,000)					
Distributions						
Proceeds from Buyout	-					6,229,126
Total Cash Flow to SPV	**(2,000,000)**	-	-	-	-	**6,229,126**
Harvest Returns Carry						1,245,825
Total Cash Flow to Investor	**(2,000,000)**	-	-	-	-	**4,983,301**
Per Minimum Investment ($5000)	(5,000)	-	-	-	-	12,458

Investor IRR (Class A)	**20.0%**
Investor Equity Multiple	**2.5x**

WINDY CITY MUSHROOM

TRANSFORMING THE AMERICAN DIET WITH GOURMET MUSHROOMS.

windycitymushroom.com

EXECUTIVE SUMMARY

WINDY CITY MUSHROOM

GENERAL INFORMATION

- Company Name **Windy City Mushroom**
- Founded **2019**
- Headquarter **Chicago, IL**
- Website **www.windycitymushroom.com**
- Structure **Preferred Equity Raise – $2M at $8M Pre- Money Valuation**
- Stage **Seed Round – Vertical Food Platform (Fresh + CPG + Industrial)**

MILESTONES

2023–2024
- Quadrupled monthly sales; profitable operation
- 281+ retail stores supplied; national CPG rollout in place

2025
- Fungitarian launching in 440 Sprouts stores
- West Coast expansion facility pre-sold via LOIs
- Continued expansion in the Chicagoland area

2026+
- Expansion plan for 5 regional hubs
- Targeting $25M+ annual revenue & strategic exit within 3–5 years

TEAM & LEADERSHIP

Guy Furman, Founder & CEO
MBA Kellogg, MS Cornell; $3.5M+ founder equity invested

Scott Detterman, Head of Operations
MBA Kelley, BS Chem. Eng.; food ops & scale-up expert

THE PROBLEM

- Small-scale, inefficient operations have stalled U.S. adoption — unlike Europe/Asia, where low costs drove mainstream market adoption
- Short shelf life and lower volumes limit national distribution, requiring regional production and a low-capex, scalable model
- Wasted surplus mushrooms due to lack of integrated processing and upcycling infrastructure
- No existing platform delivers clean-label, value added mushroom protein to meet retail and institutional demand

THE MARKET

- $20B TAM – North American gourmet & functional mushrooms
- $5B SAM – Fresh retail + frozen CPG channels
- $250–$400M SOM – National retail + institutional + industrial buyers
- Category growth: 20.6% CAGR (2024–2030)

THE SOLUTION

- Vertical integration and proprietary system design reduce production costs by 60%
- Three-channel sales model: Foodservice, Retail Fresh, and Frozen CPG (Fungitarian) to absorb weekly surplus
- Upcycling surplus mushrooms eliminates waste and stabilizes margins
- Modular technology enables low-capex, regional facilities purpose-built for scalable growth

COMPETITIVE ADVANTAGE

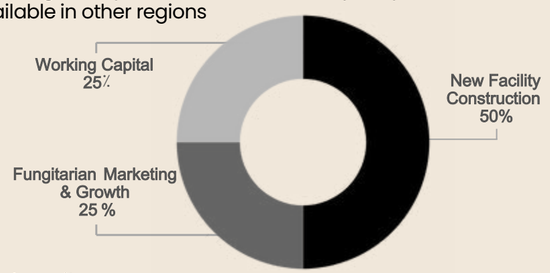
- Combination of In-house technology and block production reduces costs by 60%
- Multi-channel model: fresh mushrooms + Fungitarian frozen products + Bioremediation clients
- Reduced-waste operation via upcycling and bioremediation (Mycocycle)

BUSINESS MODEL & TRACTION

REVENUE STREAMS:
- Fresh Gourmet to Retailers (Whole Foods, Meijer, Fresh Thyme, and independents)
- Fresh Gourmet to Food Service (Chef's Warehouse, Direct to restaurant)
- Frozen CPG (Sprouts, Fresh Thyme)
- Frozen Food Service (School systems and Nursing homes)
- Contract Manufacturing (Bio-remediation, Nutraceuticals, Mycocycle)

TRACTION
- 281 stores fresh retail; (100+ in onboarding)
- 500+ stores frozen CPG;
- Mycocycle contracts for 150+ tons of substrate per year
- Growing number of restaurant clients reached through distributor relationships
- Profitable model operating at only 60% of current local capacity
- Same customers available in other regions

USE OF FUNDS



ROUND

- **Raise:** $2M preferred equity
- **Valuation:** $8M pre-money
- **Target Investors:** Food VCs, family offices, sustainability-aligned investors

EXIT STRATEGIES

- Strategic acquisition by CPG or food platform (3–5 year target)
- Optional IPO depending on performance and brand scale
- Proven model, national demand, and defensible margins make WCM a high-fit acquirer target

INVESTMENT HIGHLIGHTS

Proven Traction & Profitability

Quadrupled monthly sales over the past year with strong margins. Profitable, vertically integrated operation supplying 281+ retail locations, including Whole Foods, Meijer, and Fresh Thyme.

Scalable, Capital - Efficient Model

Facilities are self-built for ~$1M to produce 500K lbs./year—7x cheaper than peers. Combination of scale and system design creates a durable margin advantage.

Sustainability - Linked Revenue

Leverages low-value industrial byproducts (soy hulls, sawdust) to produce growing substrate; custom blocks support Mycocycle's bioremediation operations, while spent substrate is repurposed for compost and soil enrichment.

Quad revenue Engine

Fresh Gourmet to retail and food service, Frozen Mushrooms to CPG, contract bulk substrate for Bioremediation.

Demand - Led Expansion Strategy

Signed LOIs via Smallhold to supply Whole Foods/Sprouts on the West Coast. Expansion begins with pre-committed buyers in California, the largest U.S. market for plant-based foods. Mycocycle is a future West Coast customer, as is Chef's Warehouse.

Strong Leadership & Capital Alignment

$3.5M founder equity invested. Raising $2M at $8M pre-money to build a second facility, fund inventory, and scale CPG marketing.

WINDY CITY MUSHROOM AT A GLANCE

ABOUT US

- Founded in 2019 in Chicago, Windy City Mushroom is a vertically integrated grower of gourmet mushrooms and producer of Fungitarian, a frozen plant-based protein line.
- We use sustainable inputs and transform surplus into value-added CPG products sold through Whole Foods, Meijer, Fresh Thyme, and others.
- Led by a seasoned team with backgrounds in food manufacturing, engineering, and retail, we've built a high-margin, scalable model ready for national expansion.

WHAT WE DO

- Produce fresh gourmet mushrooms for retail and foodservice.
- Manufacture and distribute Fungitarian – a frozen, fully cooked plant-based meat alternative.
- Control all aspects of production in-house, from substrate blocks to packaging, ensuring quality, cost savings, and consistency.

OUR MARKET FOCUS

- Targeting the $20B+ North American mushroom market with emphasis on gourmet species.
- Focused on plant-based consumers, premium retailers, and institutional buyers (e.g., schools, hospitals).
- Regional production model supports national scale with local freshness and lower distribution costs.

OUR UNIQUE EDGE

- Vertical Integration & Scale: Proprietary design, scale, and technical choices reduce production costs by 60% vs. competitors.
- Quad Revenue Model: Fresh mushrooms to retail and foodservice, frozen CPG (Fungitarian), and custom substrate for bioremediation.
- Anchor Customers Secured: LOIs and active relationships with Sprouts, Whole Foods, Smallhold, and regional distributors.
- Sustainability Advantage: Uses waste byproducts (soy hulls, sawdust); custom-grown blocks support Mycocycle, while spent substrate is repurposed for compost.

PROBLEM

DESPITE RISING DEMAND FOR PLANT-BASED FOODS AND FUNCTIONAL INGREDIENTS, THE U.S. GOURMET MUSHROOM INDUSTRY FACES MAJOR STRUCTURAL GAPS:

- **LACK OF SCALABLE SUPPLY**
  - Gourmet mushroom production is fragmented, with only 3 large producers nationwide—most using outdated, non-scalable methods.
  - This keeps prices high and availability low, limiting adoption across mainstream food channels.
  - Short shelf life and low volumes further constrain national distribution and logistics
- **HIGH PRODUCTION COSTS FOR COMPETITORS**
  - Most growers depend on third-party inputs (e.g., grow blocks) at ~$7 per unit, creating poor margins.
  - Lack of vertical integration drives inefficiency and limits the ability to serve institutional buyers.
- **WASTED SURPLUS & SUPPLY/DEMAND IMBALANCE**
  - Fresh mushrooms are perishable, and imperfect products are often discarded.
  - No streamlined channel exists to monetize surplus or seconds through value-added processing.
- **UNMET PLANT- BASED PROTEIN DEMAND**
  - Schools, hospitals, and retailers increasingly require plant-based offerings—but few can source clean-label, mushroom-based protein at scale.
  - Smallhold validated national demand with Whole Foods but now uses 6 regional farms to serve it

SOLUTION

WINDY CITY MUSHROOM: VERTICAL INTEGRATION. QUAD REVENUE. ZERO WASTE.

- **VERTICALLY INTEGRATED PRODUCTION**
  - In-house grow block manufacturing reduces unit costs by 60% vs. competitors.
  - Enables scale-up and margin control in multiple geographies.
- **QUAD REVENUE STREAMS**
  - Fresh Food Service, Fresh Retail, Frozen Fungitarian and Contract Production
- **SURPLUS UPCYCLING ADVANTAGE**
  - "Imperfect" mushrooms are transformed into fully cooked, seasoned products—turning potential waste into value-added SKUs that reduce waste and create stable, recurring revenue
- **READY- TO- SCALE MODEL**
  - Proven facility design and anchor customer demand (Sprouts, Whole Foods, and Smallhold) enable rapid rollout in underserved regions, with the ability to white-label and fulfill Smallhold's national demand

HOW IT WORKS

A CLOSED-LOOP, VERTICALLY INTEGRATED MODEL

1. GROW

- Mushrooms cultivated using sustainable substrates (hardwood sawdust + soybean hulls)
- In-house production of grow blocks reduces cost by 60% vs. competitors

2. HARVEST & SORT

- Premium-grade mushrooms sold fresh to retail and foodservice partners
- Visually irregular mushrooms diverted to CPG production (Fungitarian)

3. COOK & PACKAGE

- Surplus mushrooms fully cooked, seasoned, and frozen for extended shelf life
- Produced at USDA-certified facility; ready-to-eat format fits plant-based category

4. DISTRIBUTE & SELL

- Fresh line distributed to Whole Foods, Meijer, Fresh Thyme, etc.
- Fungitarian rolling out nationally via Sprouts and additional chains in 2025

MARKET OPPORTUNITY

KEY MARKET INSIGHTS

EXPLODING DEMAND FOR FUNCTIONAL, PLANT BASED FOODS

- The U.S. gourmet mushroom market is projected to grow from $6.5B in 2024 to $20B by 2030 (CAGR ~20.6%)
- Lion's Mane and Oyster mushrooms gaining traction for their functional benefits and meat-like texture

UNDERSERVED SUPPLY CHAIN IN GOURMET SEGMENT

- Less than 5 major producers nationwide; most rely on fragmented, small-scale farms
- National chains (Sprouts, Whole Foods, etc.) struggle to secure consistent, high-quality supply

RETAIL & FOODSERVICE CHANNEL EXPANSION

- Strong retailer adoption: 281 stores already live; 440 more via Sprouts in 2025
- Institutional buyers (e.g., schools, healthcare) seeking clean-label protein alternatives

CPG TAILWINDS SUPPORT Fungitarian GROWTH

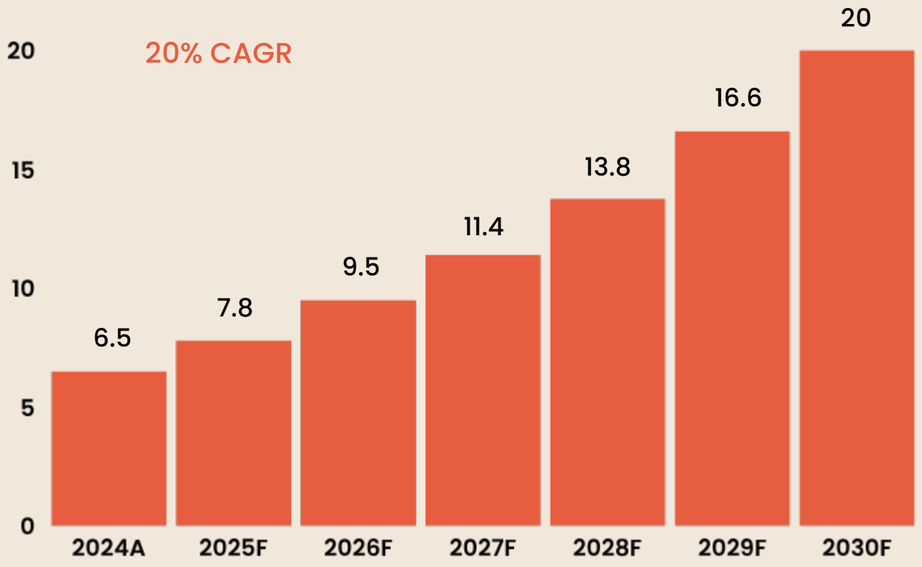
- Frozen plant-based category growing at 12–15% CAGR (external source)
- Upcycled ingredients and clean-label ready meals align with consumer sustainability values

SUSTAINABILITY AS A COMPETITIVE ADVANTAGE

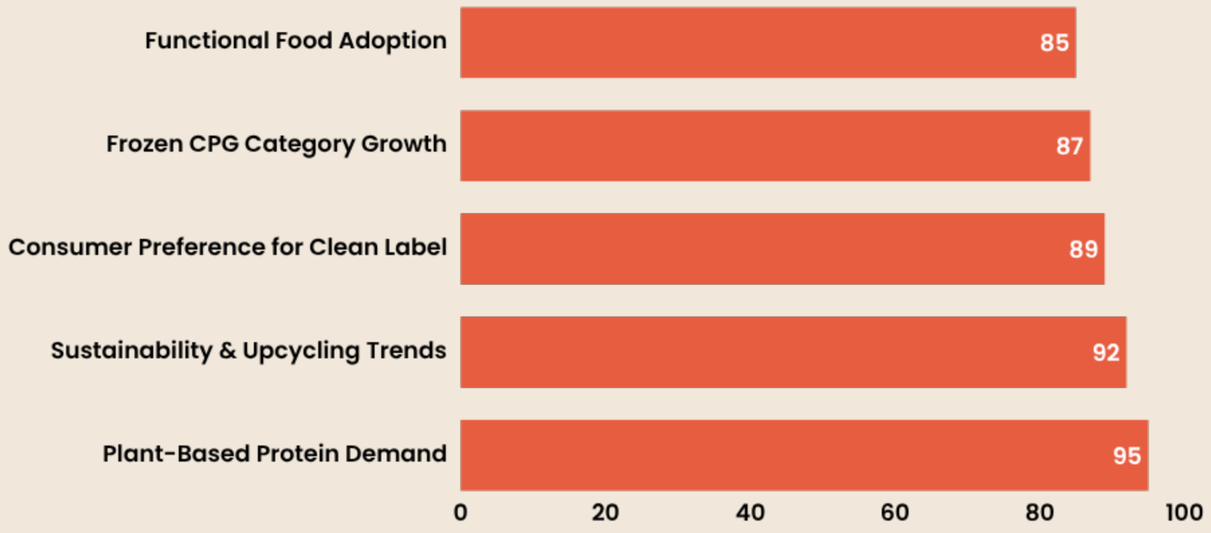
- Mushrooms grown on industrial byproducts; zero-waste operation
- Partnerships with Mycocycle for bioremediation provide new ESG-linked revenue streams

MARKET OPPORTUNITY

GOURMET MUSHROOM MARKET SIZE, USDBN



GROWTH DRIVERS IMPACT SCORE (0-100)



Sources: GrandViewResearsh

TAM/SAM/SOM ANALYSIS

TOTAL ADDRESSABLE MARKET (TAM): $20B+

The U.S. gourmet and functional mushroom market is projected to reach $20B by 2030, driven by consumer adoption of plant-based, functional foods and growing demand for clean-label proteins.

SERVICEABLE AVAILABLE MARKET (SAM): $5B

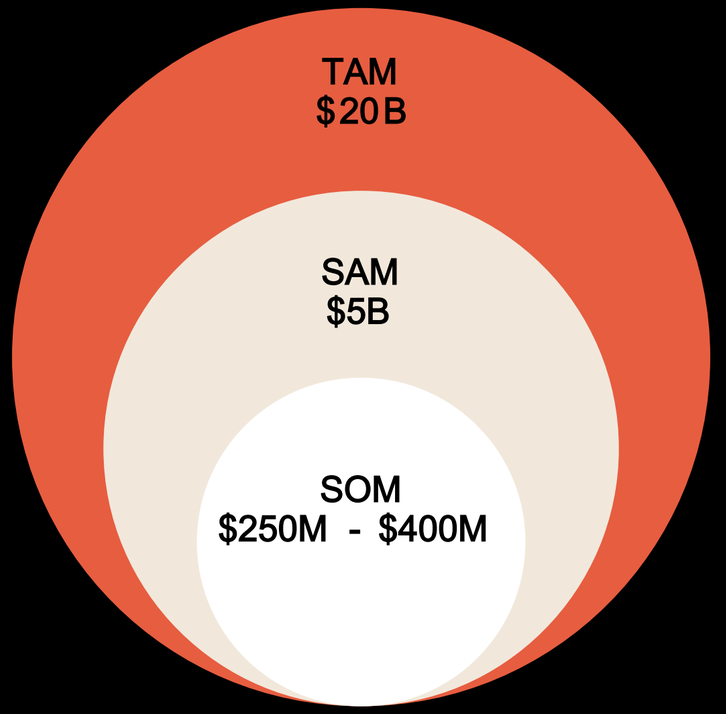
Windy City Mushroom targets the premium fresh mushroom and frozen plant-based CPG segments:

- Fresh: Gourmet mushroom supply to regional and national grocers
- CPG: Fungitarian fits within the frozen ready-to-eat plant protein category (e.g., meat substitutes, mushroom blends)

SERVICEABLE OBTAINABLE MARKET (SOM): $250M-$400M

Based on existing demand and expansion potential across 5 regional hubs, Windy City Mushroom is positioned to capture:

- National rollout via Sprouts, Meijer, Whole Foods, and Smallhold
- National Distributors to Food Service (Restaurants, Healthcare, and Education) EG Sysco, US Foods, Aramark
- Industrial revenue streams (e.g., Mycocycle bioremediation inputs)



COMPETITIVE LANDSCAPE

FarWestFungi
MUSHROOM FARMING SOLUTIONS
NORTH AMERICA

A vertically integrated family-owned business with retail and DTC operations, Far West Fungi serves primarily the Bay Area market. While they represent the closest technology peer, their distribution is limited to Northern California and lacks institutional and wholesale reach. Windy City is targeting Southern California as a key growth region.

KSS
SALES

An experienced East Coast operator with long-standing expertise in gourmet mushroom production. KSS is a strong regional peer, but lacks national retail partnerships, CPG product development, and a scalable modular facility model.

MYCOPIA

A large, vertically integrated producer using alternate grow technology. Mycopia has secured major national accounts like Costco and Restaurant Depot, but operates with a centralized model that limits regional scalability and product diversification

FUNGITARIAN ADVANTAGE

FULLY COOKED, READY-TO-EAT MUSHROOM PROTEIN

- Launched June 2023 as a heat-and-eat, seasoned, frozen Oyster mushroom product
- Five distinct flavors designed to make gourmet mushrooms approachable for all consumers
- Frozen format enables long-distance distribution of a traditionally perishable ingredient, extending reach while preserving quality

CLEAN-LABEL, RETAIL-READY CPG

- Plant-based, organic, non-GMO, and gluten-free
- Eliminates prep time and learning curve for consumers
- Built for freezer aisle distribution —currently in 70 Fresh Thyme stores regionally in 440 Sprouts nationally
- Regional expansion underway through Kehe

DIFFICULT TO REPLICATE

- Most competitors lack mushroom production capacity and vertical integration
- Would require building fresh supply chain from scratch before product launch
- Limited number of gourmet mushroom growers makes ingredient sourcing a key bottleneck

EMBEDDED OPERATIONAL SYNERGY

- Fungitarian upcycles surplus or visually irregular Oyster mushrooms
- Balances production loads and converts waste into high-margin shelf-stable product
- Meets growing institutional demand for plant-based, compliant menu options

BUSINESS MODEL & REVENUE STREAMS

VERTICALLY INTEGRATED PRODUCTION MODEL

- Windy City Mushroom controls the entire supply chain:
- Substrate block manufacturing
- Indoor mushroom cultivation
- Sorting, packaging, and distribution
- In-house production reduces input costs by 60% vs. competitors, driving higher gross margins

QUAD REVENUE STREAMS

1. FRESH GOURMET MUSHROOMS	• Sold through 281+ retail stores (Whole Foods, Meijer, Fresh Thyme, Pete's) and foodservice distributors (Chef's Warehouse, EuroUSA), priced at $7–9/lb with strong volume potential from schools, hospitals, and institutional buyers.
2. FROZEN CPG (FUNGITARIAN)	• Fully cooked, seasoned mushroom protein line upcycles surplus mushrooms into high-margin, long-shelf-life products; launching in 440 Sprouts stores mid-2025 with regional expansion underway.
3. CONTRACT SUBSTRATE (MYCOCYCLE)	• Custom-formulated grow blocks produced for Mycocycle's industrial bioremediation use (e.g., asphalt, insulation), providing contracted B2B revenue from the waste management sector.
4. FRESH WHOLESALE VIA DISTRIBUTORS	• Fresh gourmet mushrooms sold in bulk to foodservice distributors (e.g., Chef's Warehouse, EuroUSA), enabling access to restaurants, schools, and institutional buyers while driving consistent volume outside of retail

EMERGING INDUSTRIAL REVENUE

- Custom-formulated substrate blocks grown specifically for Mycocycle's proprietary bioremediation process (e.g., tires, insulation, asphalt)
- Contracted volumes expected to reach 150+ tons/year, providing reliable B2B industrial revenue

PRODUCT

FRESH GOURMET MUSHROOMS

- Premium varieties: Oyster, Lion's Mane, and others
- Sold in bulk and branded packs to Whole Foods, Meijer, Fresh Thyme, regional grocers, and through distributors for restaurants.
- Ideal for retail, foodservice, and institutional buyers
- Priced at $7–9/lb retail, with strong velocity and shelf visibility

Fungitarian - FROZEN, READY-TO-EAT CPG LINE

- Fully cooked, seasoned mushrooms as a plant-based protein alternative
- Targets flexitarian and clean-label consumers
- National launch in 440 Sprouts stores (July 2025) with expansion to Meijer and Whole Foods
- Enables upcycling of harvest surplus into high-margin, shelf-stable product

INDUSTRIAL-GRADE BIOREMEDIATION SUBSTRATE

- Custom-grown substrate formulated specifically for Mycocycle's bioremediation of industrial waste (e.g., tires, insulation, asphalt)
- Contracts in place to supply 150+ tons/year, expanding Windy City's role in circular economy and ESG-linked markets

GO-TO-MARKET STRATEGY

TARGET AUDIENCE & INVESTOR ACQUISITION

- **Natural & Specialty Retail Chains**
  - Direct sales to regional buyers at Whole Foods, Meijer, Fresh Thyme, Pete's, and Sprouts
  - Expansion into national chains via Smallhold partner access (e.g., Sprouts West Coast)
- **Institutional Foodservice**
  - Targeting schools, hospitals, distributors, restaurants, and contract kitchens seeking clean-label plant-based options
  - Early adoption driven by state-level procurement policies for plant-forward menus
- **Frozen CPG Distribution**
  - Fungitarian positioned for freezer aisle, DTC channels, and natural grocer rollouts
  - National launch in 440 Sprouts stores July 2025; targeting Meijer and Whole Foods next
- **Industrial Buyers (Bioremediation)**
  - Custom-grown substrate produced for Mycocycle's proprietary use in bioremediation of construction waste, tires, and asphalt
  - Contracted volume of 150+ tons/year drives reliable industrial revenue and expands ESG-linked impact

GEOGRAPHIC EXPANSION STRATEGY

- **MIDWEST HUB (LIVE)**
  - Chicago facility serves Illinois, Indiana, Michigan, and parts of Wisconsin
  - Anchor retail partners already established
- **WEST COAST EXPANSION (NEXT)**
  - Targeting Nevada for next facility to service all surrounding Western states, with demand pre-committed via Sprouts & Smallhold.
  - Retail buyers in place awaiting production ramp-up
- **LONG- TERM VISION**
  - Build 5 regional hubs to serve national chains (e.g., Whole Foods, Sprouts) and unlock access to regional grocers, foodservice distributors, and new institutional contracts
  - Enables national Fungitarian distribution and positions Windy City as the first truly national gourmet mushroom producer and brand
  - Modular facility design supports rapid, capital-efficient replication across underserved regions

TEAM & LEADERSHIP

GUY FURMAN

FOUNDER & PRESIDENT

Master’s and Bachelor's in Biological and Environmental Engineering from Cornell University. MBA from Kellogg/Northwestern

SCOTT DETTERMAN

HEAD OF OPERATIONS

Bachelor’s in Chemical Engineering from the University of Colorado. MBA from the University of Indiana Kelley School of Business.

JULIE ELDER

HEAD OF SALES & MARKETING

SABREENA DAMRA

HEAD OF DIGITAL CONTENT

JAMES CURLEY

ADVISORY BOARD

JIM SLAMA

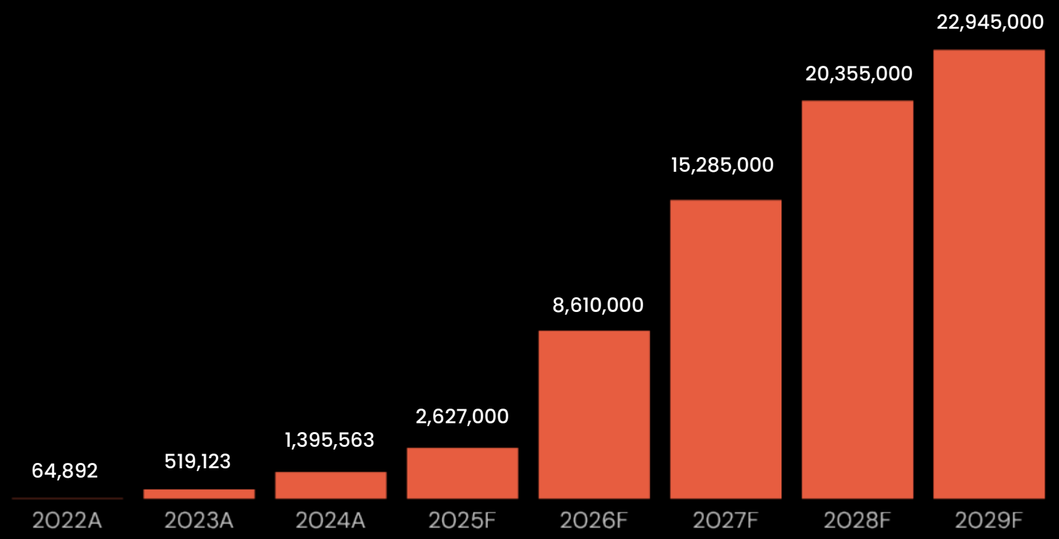
ADVISORY BOARD

ERIC MUEHLSTEIN

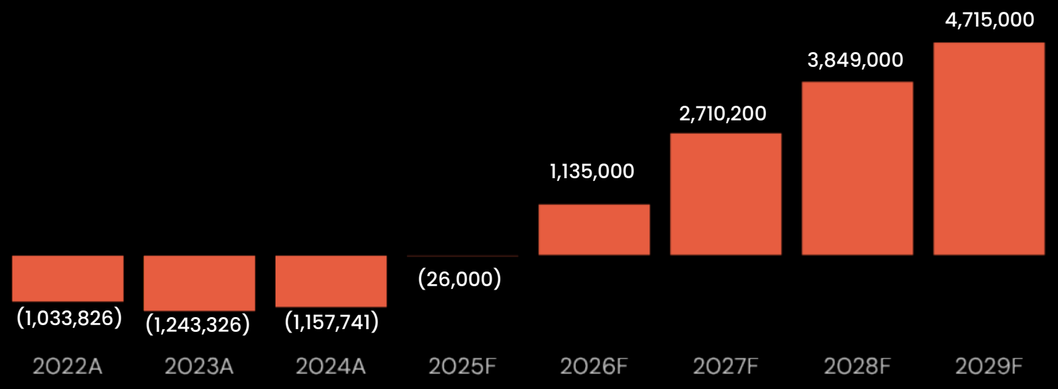
OPERATIONS TECHNOLOGY & AUTOMATION

PROJECTED FINANCIALS

REVENUE TRAJECTORY



EBITDA PROFILE



INVESTMENT ASK

FUNDING ROUND

- Windy City Mushroom is raising $2.0 million in Seed Round preferred equity to build its second production facility in the Western U.S. and support the national expansion of its Fungitarian frozen product line.
- The company has already raised $4 million in equity and secured $800K in debt

PRE-MONEY VALUATION

- This round is priced at a $8 million pre-money valuation, reflecting a proven operational model, multi-channel revenue, and secured retail demand from Sprouts, Whole Foods, and Meijer.
- Equity Stake Offered
- Investors in this round will receive an estimated 20% equity stake, based on a $10 million post-money valuation.

INVESTMENT STRUCTURE

This raise is structured as preferred equity, aligning investor interests with the company's long-term growth and exit strategy. The structure includes future upside participation and downside protection.

TARGET INVESTOR PROFILE

- Windy City is targeting family offices, impact-focused investors, and CPG/food system VCs aligned with:
  - Sustainable agriculture & circular economy
  - Plant-based protein innovation
  - Clean-label retail and foodservice growth

LEADERSHIP COMMITMENT

Founder Guy Furman has personally contributed over $3.5 million in equity. The company's leadership team has deferred compensation and invested directly into operations, underscoring deep alignment with investor outcomes.

USE OF FUNDS

$1.0M - NEW FACILITY CONSTRUCTION

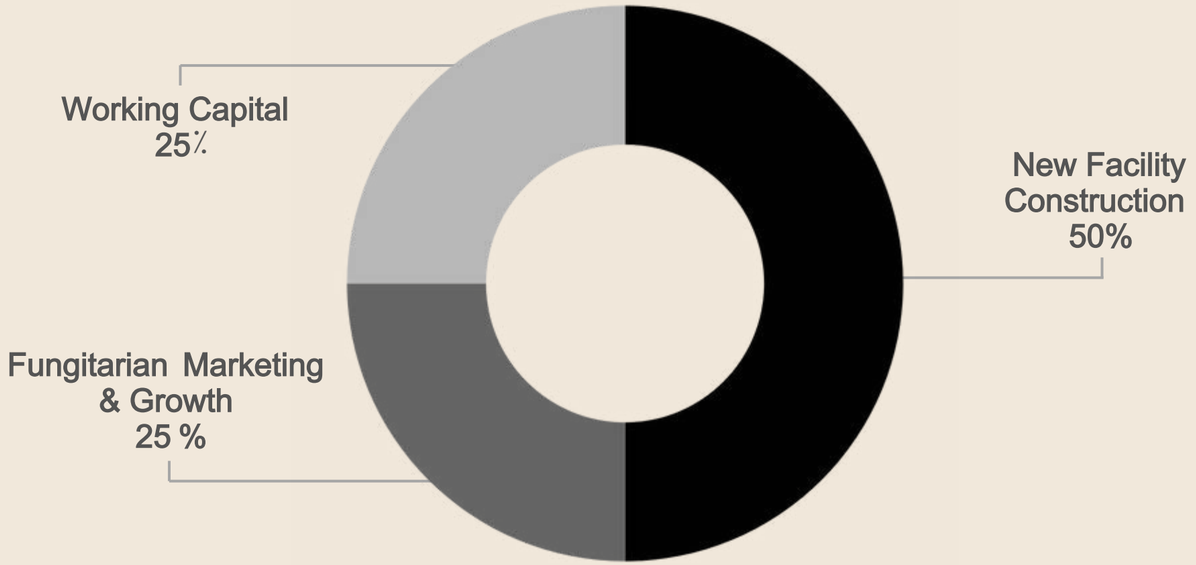
Build and launch a fully operational production site in Nevada, Arizona, or Northern Mexico to fulfill secured retail demand and enable national scale.

$500K - WORKING CAPITAL

Support 12 months of operations, including input purchases, staffing, and logistics during scale-up.

$500K - Fungitarian MARKETING & OPERATIONAL IMPROVEMENTS

Expanded marketing budget to drive two years of CPG sales growth, including national rollout in 440 Sprouts stores, and entry into Meijer and Whole Foods. We will also be making some small improvements to the existing facility to improve temperature control and



POTENTIAL EXIT PATHWAYS

STRATEGIC ACQUISITION (PRIMARY PATH)

Windy City Mushroom expects to pursue a strategic acquisition within 3–5 years

- Key value drivers for acquirers include:
  - Proven Fungitarian CPG brand with national retail entry
  - Efficient, scalable production model
  - Established relationships with Whole Foods, Sprouts, Meijer, and other chains

Ideal acquirers may include large CPG brands, plant-based food platforms, or sustainability-focused conglomerates

OPTIONAL PUBLIC OFFERING

- The company has expressed openness to a future IPO, dependent on scale and financial performance
- Windy City's positioning in plant-based, clean-label, and upcycled foods aligns with public market interest in sustainable consumer goods
- The modular facility model and multi-revenue stream structure support long-term platform potential

WINDY CITY MUSHROOM

windycitymushroom.com

EXHIBIT B

HARVEST INVEST – 089, LLC

A SERIES LLC OF

HARVEST INVEST, LLC,

A DELAWARE LIMITED LIABILITY COMPANY

SUBSCRIPTION AGREEMENT

TABLE OF CONTENTS

DEFINITIONS

"Arbitration Location" shall mean Fort Worth, Texas.

"Company" shall mean: HARVEST INVEST – 089, LLC, a Series of HARVEST INVEST, LLC.

"Manager" shall mean: HARVEST RETURNS, INC..

"Manager E-mail" shall mean: info@harvestreturns.com

"Manager Contact Information" shall mean:
Chris Rawley
5049 Edwards Ranch Rd Suite 400, Fort Worth, TX 76109
info@harvestreturns.com
(844) 673-8876

"Minimum Subscription Amount" shall mean $5,000.

"Member" shall mean a member as defined in the Company operating agreement.

"Subscription Documents" shall mean this Subscription Agreement, its exhibits, and any documents incorporated by reference therein.

Capitalized words that are used but not defined herein shall have the meaning given them in the Operating Agreement.

Subscriber Name: _____

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is entered into by and between HARVEST INVEST – 089, LLC, a series of HARVEST INVEST, LLC, a DELAWARE LIMITED LIABILITY COMPANY (the "Company") and the undersigned party signing the signature page hereof as Subscriber (the "Subscriber"), effective as of the date set forth above the Manager's signature on the Acceptance of Subscription page of this Agreement. In consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subscriber and the Company hereby agree as follows.

1. **Subscription.**
   a. Subject to the terms and conditions hereof, the Subscriber hereby irrevocably tenders this subscription (this "Subscription") to purchase membership interests in the Company (the "Interests") in the amount set forth on the "Subscription Amount" line on the Subscriber's applicable signature page hereto (the "Signature Page").
   b. This Subscription, when and if accepted by the Manager, as manager of the Company, will constitute a commitment to contribute to the Company that portion of the Subscription Amount accepted by the Manager (the "Commitment") in accordance with terms of the Operating Agreement of the Company, as the same may be further amended from time to time (the "Operating Agreement"), in the form separately furnished to the Subscriber. The Subscriber shall be admitted as a Member in the Company ("Member") at the time this Subscription is accepted and executed by the Manager and the Subscriber hereby irrevocably agrees to be bound by the Operating Agreement as a Member thereunder and to perform all obligations thereunder, including making contributions to the Company in accordance with the terms thereof. This Agreement will become irrevocable with respect to the Subscriber at the time of its submission to the Company and may not be withdrawn by the Subscriber unless the Manager rejects this Subscription.
   c. The Manager, on behalf of the Company, may accept or reject this Subscription, in whole or in part, in its sole discretion. This Subscription shall be deemed to be accepted by the Manager and this Agreement shall be binding against the Manager only upon execution and delivery to the Subscriber of the Acceptance of Subscription attached hereto. At the Closing, the Manager will execute the Acceptance of Subscription and deliver notice of such Closing to the Subscriber within a reasonable time after such Closing. Upon such acceptance, the Subscriber shall be issued the Interests for which it has subscribed. Failure to deliver a fully-completed and executed Agreement may result in the Company rejecting this Subscription.
   d. The Company has the unrestricted right to condition its acceptance of the Subscriber's subscription, in whole or in part, upon the receipt by the Company of any additional instruments (including any designations, representations, warranties, covenants), documentation and information requested by the Company in its sole discretion, including an opinion of counsel to the Subscriber, evidencing the legality of an investment in the Company by the Subscriber and the authority of the person executing this Agreement on behalf of the Subscriber (collectively the "Additional Documents"), in addition to these Subscription Documents.
   e. The Subscriber understands that the Company has entered into or expects to enter into separate subscription agreements with other investors which are or shall be substantially similar in all material respects to this Agreement providing for the admission of such other investors as Members in the Company. This Agreement and such separate subscription agreements are separate agreements and the sale arrangements between the Company and such other investors are separate sales. The Subscriber also acknowledges that the Manager may enter into side letters with certain Members (which may include the Subscriber) which contain terms different from those in this Agreement or amend and supplement certain provisions of the Operating Agreement as it applies to such Members.

2. **Representations and Warranties of the Subscriber.**
   The Subscriber hereby represents and warrants to the Company as of the date of this Agreement and as of the date of any capital contribution to the Company (and the Subscriber agrees to notify the Company in writing immediately if any changes in the information set forth herein occur):
   a. The Subscriber is either an "Accredited Investor" or "Non-Accredited Investor" within the meaning of Rule 501 of Regulation D under the Securities Act of 1933 (the "Securities Act") or a "Qualified Purchaser" as defined in Section 2(a)(51)(A) of the Investment Company Act of 1940 (the "Company Act") and has indicated on Exhibit B the category under which the Subscriber qualifies as such.
   b. The Subscriber has a pre-existing and substantive relationship with the Company or Harvest Returns prior to the date of the offering, and has not been solicited to purchase through a general solicitation, general advertising, or a public offering.
   c. The Subscriber has received, read, and fully understands this Agreement and all exhibits hereto.

d. Neither the Subscriber, nor any of its shareholders, members, managers, general or limited partners, directors, affiliates or executive officers, is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "Disqualification Event"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3).

e. The Subscriber is purchasing the Interests solely for the Subscriber's own account for investment purposes only and not with a view to the sale or distribution of any part or all thereof by public or private sale or other disposition. The Subscriber understands that no public market exists for the Interests and that the Interests may have to be held for an indefinite period of time. The Subscriber has no intention of selling, granting any participation in or otherwise dividing, distributing or disposing of any portion of the Interests, except that participants in and beneficiaries of any Subscriber that is a Qualified Plan Investor (as defined below) shall benefit as provided in plan documents.

f. The Subscriber understands that the Interests have not been and will not be registered under the Securities Act, or approved or disapproved by the U.S. Securities and Exchange Commission or by any state securities administrator, or registered or qualified under any state securities law. The Interests are being offered and sold in reliance on exemptions from the registration requirements of both the Securities Act and applicable state securities laws, and the Interests may not be transferred by the Subscriber except in compliance with the Operating Agreement and applicable laws and regulations.

g. The Subscriber (either alone or with the Subscriber's professional advisers who are unaffiliated with the Company, the Manager, or its affiliates) has such knowledge and experience in financial and business matters that the Subscriber is capable of evaluating the merits and risks of an investment in the Interests and has the capacity to protect the Subscriber's own interest in connection with the Subscriber's proposed investment in the Interests. The Subscriber understands that an investment in the Interests is highly speculative and the Subscriber is able to bear the economic risk of such investment for an indefinite period of time and the loss of the Subscriber's entire investment.

h. All questions of the Subscriber related to the Subscriber's investment in the Interests have been answered to the full satisfaction of the Subscriber and the Subscriber has received all the information the Subscriber considers necessary or appropriate for deciding whether to purchase the Interest.

i. This Agreement, upon acceptance by the Company, will constitute a valid and legally binding obligation of the Subscriber, enforceable in accordance with its terms except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights generally and by principles of equity.

j. If the Subscriber is a natural person, the Subscriber (i) has full legal capacity to execute and deliver this Agreement and to perform the Partner's obligations hereunder and (ii) is a bona fide resident of the state of residence set forth on Exhibit A and has no present intention of becoming a resident of any other state or jurisdiction.

k. If the Subscriber is not a natural person, the Subscriber (i) is duly organized and has all requisite power to execute and deliver this Agreement and perform its obligations hereunder, (ii) has taken all necessary action to duly authorize the execution, delivery and performance of this Agreement and (iii) was not organized for the specific purpose of acquiring the Interests.

l. Other than as set forth herein or in the Operating Agreement (and any separate agreement in writing with the Company executed in conjunction with the Subscriber's subscription for the Interests), the Subscriber is not relying upon any information, representation or warranty by the Company, the Manager or any of its respective agents or representatives in determining to invest in the Company. The Subscriber has consulted, to the extent deemed appropriate by the Subscriber, with the Subscriber's own advisers as to the financial, tax, legal and other matters concerning an investment in the Interests and on that basis and the basis of its own independent investigations, without the assistance of the Company, the Manager or any of its respective agents or representatives, believes that an investment in the Interests is suitable and appropriate for the Subscriber.

m. Subscriber has access to adequate legal counsel, and to the extent desired has received advice from its own independent legal counsel and has relied exclusively thereon.

n. The Subscriber has received and read a copy of the Company's confidential private placement memorandum (the "Memorandum") and understands the risks and expenses of an investment in the Company. The Subscriber acknowledges that it has reviewed and understands the "Conflicts of Interest" section of the Memorandum, and further understands that (i) the Manager and its affiliates (A) may carry on investment activities for their own accounts, for family members and friends who do not invest in the Company; (B) may give advice and recommend investments to their respective family and friends that differs from advice given to, or investments recommended or bought for, the Company, even though their business or investment objectives may be the same or similar; and (C) will be engaged in activities, including investment activities, apart from their management of the Company as permitted by this Agreement; (ii) certain employees of the Manager are expected to continue to perform services for the Manager and its affiliates, as well as for new investment funds and accounts that the Manager may hereafter establish in such manner as the Manager,

in its sole discretion, deems appropriate (subject to the limitations on the timing of such establishment, as described below); (iii) certain other selling, general and administrative expenses will be shared by the Company and companies affiliated with the Manager; (iv) the Company may co-invest with affiliates of the Manager; and (v) the Company may use affiliates of the Manager to provide certain services to the Company.

o. The Subscriber understands and acknowledges that (i) any description of the Company's business and prospects given to the Subscriber is not necessarily exhaustive, (ii) all estimates, projections and forward-looking statements were based upon the best judgment of the Company's management at the time such estimates or projections were made and that whether or not such estimates, projections or forward-looking statements will materialize will depend upon many factors that are out of the control of the Company and (iii) there is no assurance that any projections, estimates or forward-looking statements will be attained.

p. The Subscriber's information provided in this Agreement (including the exhibits hereto) is complete and accurate and may be relied upon by the Company and the Manager. Additionally, by executing the Subscription Agreement, the Subscriber acknowledges and agrees that any identifying information or documentation regarding the Subscriber and/or its suitability to invest in the Company that was furnished by the Subscriber to the Company, the Manager or their affiliates online, or via email, whether in connection with this subscription or previously, may be made available to the Manager, remains true and correct in all respects and may, at the discretion of the Manager, be incorporated by reference herein (collectively, "Supporting Documents").

q. Neither this Subscription nor any of the Subscriber's contributions of Commitments do or will directly or indirectly contravene applicable laws and regulations, including anti-money-laundering laws and regulations. The Subscriber understands and agrees that the Company may undertake any actions that the Company deems necessary or appropriate to ensure compliance with applicable laws, rules and regulations regarding money laundering or terrorism. In furtherance of such efforts, the Subscriber hereby represents, covenants, and agrees that, to the best of the Subscriber's knowledge based on reasonable investigation:

   i. None of the Subscriber's capital contributions to the Company (whether payable in cash or otherwise) shall be derived from money laundering or similar activities deemed illegal under federal laws and regulations.

   ii. To the extent within the Subscriber's control, none of the Subscriber's capital contributions to the Company will cause the Company or any of its personnel to be in violation of federal anti-money laundering laws, including without limitation the Bank Secrecy Act (31 U.S.C. 5311 et seq.), the United States Money Laundering Control Act of 1986 or the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, and any regulations promulgated thereunder.

   iii. The Subscriber acknowledges that due to anti-money laundering requirements operating in the United States, as well as the Company's own internal anti-money laundering policies, the Company and the Manager may require further identification of the Subscriber and the source of its capital contribution before these Subscription Documents can be processed, capital contributions can be accepted or distributions made. When requested by the Manager, the Subscriber will provide any and all additional information, and the Subscriber understands and agrees that the Manager may release confidential information about the Subscriber (and, if applicable, any underlying beneficial owner or Related Person[1] to any person) if the Manager has determined that such release is necessary to ensure compliance with all applicable laws and regulations concerning money laundering and similar activities; provided, that prior to releasing any such information, the Manager shall confirm with counsel that such release is necessary to so ensure said compliance.

r. Except as otherwise disclosed in writing to the Manager, the Subscriber represents and warrants that neither it, nor to the best of its knowledge and belief after due inquiry, the Beneficial Owners (as defined below), nor any person or entity controlled by, controlling or under common control with the Subscriber or the Beneficial Owners, nor any person having a beneficial or economic interest in the Subscriber or the Beneficial Owners, any person for whom the Subscriber is acting as agent or nominee in connection with this investment, nor in the case of a Subscriber which is an entity, any Related Person is:

   i. a Prohibited Investor;[2]

   ii. a Senior Foreign Political Figure,[3] any member of a Senior Foreign Political Figure's "immediate family," which includes the figure's parents, siblings, spouse, children and in-laws, or any Close Associate[4] of a Senior Foreign Political Figure, or a person or entity resident in, or organized or chartered under, the laws of a Non-Cooperative Jurisdiction;[5]

   iii. a person or entity resident in, or organized or chartered under, the laws of a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the USA PATRIOT Act as warranting special measures due to money laundering concerns; or

iv. a person or entity who gives the Subscriber reason to believe that its funds originate from, or will be or have been routed through, an account maintained at a Foreign Shell Bank,[6] an "offshore bank," or a bank organized or chartered under the laws of a Non-Cooperative Jurisdiction.

s. The Subscriber understands the rights, obligations and restrictions of Members, including that withdrawals of capital from the Company by Members are limited by the terms of the Operating Agreement.

t. The Subscriber understands that the Company intends to operate in such a manner that (i) an investment in the Company will be a permissible investment for Qualified Plan Investors and (ii) the Company will qualify for an exemption from the "look through" rule of the Plan Asset Regulations (U.S. Department of Labor regulation 20 C.F.R. section 2510.3-101), including limiting the holdings of Qualified Plan Investors to less than 25 percent of the Interests.

u. If the Subscriber is or would be an investment company (as defined by the Company Act) but for the exceptions contained in section 3(c)(1) or section 3(c)(7) of the Company Act, (i) the Subscriber's Interests does not represent 40% or more of the total assets and committed capital of the Subscriber, (ii) the Subscriber has informed the Manager of the number of persons that constitute "beneficial owners" of such Subscriber's outstanding securities (other than short-term paper) within the meaning of clause (A) of subsection 3(c)(1) of Company Act, and will inform the Manager promptly upon any change in that number and (iii) the Subscriber agrees that the Manager may require the Subscriber to withdraw at any time so much of its Interests as is necessary to keep such Interests below 10% of the total Interests.

v. If the Subscriber is an "employee benefit plan" as defined in section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), a plan with respect to which section 4975 of the Internal Revenue Code, as amended (the "Code") applies or an entity or account whose assets are deemed to include assets of any such plan (a "Qualified Plan Investor"), (i) the Subscriber has completed and complied with the instructions set forth in Exhibit C to this Agreement, making the representations and warranties referenced therein and (ii) if the Manager or any partner, employee or agent of the Manager is ever held to be a fiduciary, the fiduciary responsibilities, if any, of that person shall be limited to the person's duties in administering the business of the Company, and such person shall not be responsible for any other duties with respect to any Qualified Plan Investor.

w. The Subscriber has had an opportunity to ask, and has in fact asked for clarification as to any item in this Agreement or its Exhibits that the Subscriber does not understand. The Subscriber understands the meaning and legal consequences of the representations and warranties made by the Subscriber herein, and that the Manager is relying on such representations and warranties in making its determination to accept or reject this Agreement.

x. The Subscriber understands the risks involved with acquiring the Interests, understands the business of the Company, has thoroughly read and understands all of the provisions of the Operating Agreement and can withstand a total loss of its capital contribution. The Subscriber has read the Memorandum, including the risk factors therein (which may not be an exhaustive list), and understands the risks associated with the investment in the Interests.

3. Certificates. The Subscriber understands and agrees that, as permitted by applicable law, the Interests will not be represented by a certificate unless otherwise determined by the Manager. If the Manager determines to have the Interests represented by a certificate, such certificate shall bear such legends as the Company considers advisable to facilitate compliance with the Securities Act or any other securities law or any other restrictions placed on such Interests.

4. Liability. The Subscriber agrees that neither the Company, the Manager nor any of their respective affiliates, nor their respective managers, officers, directors, members, equity holders, employees or other applicable representatives (collectively, the "Company, the Manager and their Affiliated Persons"), shall incur any liability (a) in respect of any action taken upon any information provided to the Company by the Subscriber (including any Supporting Documents or Additional Documents) or for relying on any notice, consent, request, instructions or other instrument believed, in good faith, to be genuine or to be signed by properly authorized persons on behalf of the Subscriber, including any document transmitted by email or (b) for adhering to applicable anti-money laundering obligations whether now or hereinafter in effect.

5. Indemnification. To the extent permitted by law, the Subscriber agrees that it will indemnify and hold harmless the Company, the Manager and their Affiliated Persons from and against any and all direct and consequential loss, damage, liability, cost or expense (including reasonable attorneys' and accountants' fees and disbursements, whether incurred in an action between the parties hereto or otherwise, and including any liability which results directly or indirectly from the Company, the Manager and their Affiliated Persons becoming subject to ERISA or Section 4975 of the Code) (collectively, "Losses") which the Company, the Manager and their Affiliated Persons, or any one of them, may incur by reason of or in connection with these Subscription Documents (including any Supporting Documents and Additional Documents), including any misrepresentation made by the Subscriber or any of the Subscriber's agents (including, but not limited to, any misrepresentation of Subscriber's

status under ERISA or the Code), any breach of any declaration, representation or warranty of Subscriber, the failure by the Subscriber to fulfill any covenants or agreements under these Subscription Documents, its or their reliance on email or other instructions, or the assertion of the Subscriber's lack of proper authorization from the Beneficial Owner(s) to execute and perform the obligations under these Subscription Documents. The Subscriber also agrees that it will indemnify and hold harmless the Company, the Manager and their Affiliated Persons from and against any and all direct and consequential Losses that they or any one of them, may incur (a) as provided in Section 10 below and (b) by reason of, or in connection with, the failure by the Subscriber to comply with any applicable law, rule or regulation having application to the Company, the Manager or their Affiliated Persons.

6. **Power of Attorney.** The Subscriber hereby irrevocably makes, constitutes and appoints the Manager (which constitution and appointment is coupled with an interest), with full power of substitution and resubstitution, the Subscriber's true and lawful attorney-in-fact for the Subscriber and in the Subscriber's name (as the Manager shall determine), place and stead and for the Subscriber's use and benefit to make, execute, deliver, certify, acknowledge, swear to, file, record and publish:
   a. The Operating Agreement in substantially the form furnished by the Manager to the Subscriber and the Company's Certificate of limited liability company, and any amendments to either of such documents as provided in the Operating Agreement; and
   b. Any instruments and documents necessary to (i) qualify or continue the Company as a limited liability company in the states or other jurisdictions where the Manager deems advisable and (ii) affect the assignment of Interests or the dissolution and termination of the Company in accordance with the Operating Agreement.

7. **Dispute Resolution.**
   a. Notwithstanding anything to the contrary in this Agreement or the Operating Agreement, and except for any claim or action that the Manager or Company may elect to commence to seek equitable remedies under this Subscription Agreement or the Operating Agreement, the Subscriber agrees that all disputes arising out of (i) this Agreement, (ii) the Company's offering of the Interests, (iii) the Subscriber's Subscription for the Interests and (iv) the Subscriber's rights and obligations under the Operating Agreement shall be submitted to and resolved by binding arbitration in accordance with this Section 7. The Subscriber acknowledges and agrees that the parties are waiving their right to seek remedies in court, including the right to jury trial.
   b. The arbitration will be conducted in the Arbitration Location, and in accordance with Texas law and the rules then in effect of the American Arbitration Association in accordance with its rules for commercial disputes before a single arbitrator appointed in accordance with such rules. The award of the arbitrator shall be final and conclusive and judgment on the award rendered may be entered in any court having jurisdiction.
   c. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except if stated herein.

8. **Waiver; Conflict of Interest.** The Subscriber acknowledges and agrees that the Manager and its affiliates will be subject to various conflicts of interest in carrying out the Manager's responsibilities to the Company. Affiliates of the Manager may also be in competition with the Company or its investments. Other funds may be formed in the future with objectives that are the same as or similar to the Company's objectives. Each Subscriber hereby waives any such conflicts of the Manager and its affiliates by executing this Subscription Agreement.

9. **Confidentiality.** The Subscriber shall keep confidential, and not make use of or disclose to any person (other than for purposes reasonably related to its interest in the Company or as required by law), any information or matter received from or relating to the Company; provided that the Subscriber may disclose any such information to the extent that such information (i) is or becomes generally available to the public through no act or omission of the Subscriber, (ii) was already in the possession of the Subscriber at the time of such disclosure or (iii) is communicated to the Subscriber by a third party without violation of confidentiality obligations.

10. **USA PATRIOT Act.** To comply with applicable laws, rules and regulations designed to combat money laundering or terrorism, the Subscriber shall provide the information on Exhibit D hereto.

11. **Beneficial Ownership.** The Subscriber represents and warrants that it is subscribing for Interests for Subscriber's own account and own risk, unless the Subscriber advises the Company to the contrary in writing and identifies with specificity supplementally each Beneficial Owner (as defined below) as well as such other information and/or documentation as may be

requested or required by the Manager. The Subscriber also represents that it does not have the intention or obligation to sell, distribute or transfer its Interests or any portion thereof, directly or indirectly, to any other person or entity or to any nominee account. If the Subscriber is subscribing on behalf of a Beneficial Owner, then the Subscriber represents that all subscription payments transferred to the Subscriber with respect to such Beneficial Owner originated directly from a bank or brokerage Account in the name of such Beneficial Owner.

The Subscriber represents and warrants that the Subscriber is not (a) acting as trustee, custodian, agent, representative or nominee for (or with respect to) another person or entity (howsoever characterized and regardless of whether such person or entity is deemed to have a property interest, or the like, with respect to such Interests under local law) or (b) an entity (other than a publicly-traded company listed on an organized exchange (or a subsidiary or a pension fund of such a company) based in a FATF-Compliant Jurisdiction (as defined below) investing on behalf of underlying investors (including a Fund-of-Funds) (the persons, entities and underlying investors referred to in (a) and (b) being referred to collectively as the "Beneficial Owners"). If the preceding sentence is not true, the Subscriber represents and warrants that:

a. The Subscriber understands and acknowledges that the representations, warranties and agreements made herein are made by the Subscriber (A) with respect to the Subscriber and (B) with respect to each of the Beneficial Owners;
b. The Subscriber has all requisite power and authority from each of the Beneficial Owners to execute and perform the obligations under these Subscription Documents and to bind each such Beneficial Owner as a party hereto;
c. The Subscriber has adopted and implemented anti-money laundering policies, procedures and controls that comply, and will continue to comply, in all respects, with the requirements of applicable anti-money laundering laws and regulations; and
d. The Subscriber has verified, or has access to, the identity of each Beneficial Owner, holds evidence of such identity and will make such evidence, together with any other documentation or information reasonably necessary to support the accuracy of Subscriber's representations and warranties contained herein, available to the Company upon request, and has procedures in place to ensure that the Beneficial Owners are not Prohibited Investors.

12. **"Big Boy" Provision.** In view of the fact that Subscriber is sophisticated, has had access to information sufficient to make an investment decision and has conducted its own due diligence, and has made its investment decision without reliance on (i) the Manager, (ii) any material information the Manager may have about the Company, or (iii) any disclosures of non-public information that may have been made to the Manager (or that the Manager may have independently obtained), and further in view of all of the representations Subscriber has made in Section 2, Subscriber hereby irrevocably: (i) waives any right to any and all actions, suits, proceedings, investigations, claims or liabilities of any nature, including but not limited to actions under Rule 10b-5 of the Securities Exchange Act of 1934 or similar laws (collectively "Claims") that may arise from or relate to the possession of or failure to disclose non-public information, (ii) releases any Claims against the Manager, or any other party, and (iii) agrees to refrain from pursuing against any Claims against such parties.

13. **Survival.** The representations, warranties and agreements contained in this Agreement shall survive the execution of this Agreement by the Subscriber and acceptance of this Agreement by the Company.

14. **Additional Information.** The Subscriber agrees that, upon demand, it will promptly furnish any information, and execute and deliver such documents, as reasonably required by the Manager and furnish any information relating to the Subscriber's relationship with the Company as required by governmental agencies having jurisdiction over the Company.

15. **Assignment and Successors.** This Agreement may be assigned by the Subscriber only with the prior written consent of the Company. Subject to the foregoing, this Agreement (including the provisions of Section 6) shall be binding on the respective successors, assigns, heirs and legal representatives of the parties hereto.

16. **No Third Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person, other than the parties hereto.

17. **Amendment; Waiver.** Neither this Agreement nor any term hereof may be amended other than by written consent of the Subscriber and the Company. No provision hereof may be waived other than in a writing signed by the waiving party. Unless expressly provided otherwise, no waiver shall constitute an ongoing or future waiver of any provision hereof.

18. **Governing Law.** This Agreement is governed by and shall be construed in accordance with the laws of the State of Texas, without regard to conflict of laws principles. For the purpose of any judicial proceeding to enforce an award or incidental to

arbitration or to compel arbitration, the Subscriber and the Company hereby submit to the non-exclusive jurisdiction of the courts located in the Arbitration Location, and agree that service of process in such arbitration or court proceedings shall be satisfactorily made upon it if sent by registered mail addressed to it at the address set forth on the Subscriber Information page and Definitions page respectively.

19. **Entire Agreement.** This Agreement, the Operating Agreement and any side letter entered into between the Manager or the Company and the Subscriber, and all of the exhibits and appendices attached hereto and thereto, constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and thereof and supersedes any prior written or oral agreements or understandings of the parties with respect thereto.

20. **Notice.** All communications hereunder shall be in writing and delivered in person, by registered or certified mail, by electronic mail or otherwise delivered to the Subscriber at the applicable address or number set forth on Exhibit A hereto and to the Company at the address or number set forth in the Definitions hereto, or at such other place as the receiving party may designate to the other party by written notice. Each such communication shall be deemed received on the earlier of (i) receipt, (ii) personal delivery, (iii) transmission by electronic mail (with evidence of transmission from the transmitting device), (iv) one business day after deposit with a nationally recognized overnight courier service or (v) three business days after being sent by registered or certified mail, return receipt requested, postage prepaid.

21. **Severability.** If any provision of this Agreement is held by applicable authority to be unlawful, void or unenforceable to any extent, such provision, to the extent necessary, shall be severed from this Agreement and the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

22. **Copies and Counterparts.** Copies of signatures to this Agreement shall be valid, binding and effective as original signatures for all purposes hereunder. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which taken together shall constitute one agreement.

23. **Electronic Delivery of Disclosures and Schedule K-1.** The Subscriber understands that the Company and the Manager expect to deliver tax return information, including Schedule K-1s (each, a "K-1") to the Subscriber by either electronic mail, a posting to a Subscriber-accessible platform, or some other form of electronic delivery. Pursuant to IRS Rev. Proc. 2012-17 (Feb. 13, 2012), the Subscriber hereby expressly understands, consents to, and acknowledges such electronic delivery of tax returns and related information.
    a. The Subscriber's consent to electronic delivery will apply to all future K–1s unless such consent is withdrawn by the Subscriber.
    b. If for any reason the Subscriber would like a paper copy of the K-1 after the Subscriber has consented to electronic delivery, the Subscriber may submit a request via email to accounting@harvestreturns.com or send a written request to Harvest Returns at 5049 Edwards Ranch Rd, Suite 400, Fort Worth, TX 76109. Requesting a paper copy of the Subscriber's K-1 will not be treated as a withdrawal of consent.
    c. If the Subscriber in the future determines that it no longer consents to electronic delivery, the Subscriber will need to notify the Company so that it can arrange for a paper K-1 to be delivered to the address that the Company then currently has on file. The Subscriber may submit notice via email to accounting@harvestreturns.com or send a written request to Harvest Returns at 5049 Edwards Ranch Rd, Suite 400, Fort Worth, TX 76109. The Subscriber's consent is considered withdrawn on the date the Company receives the written request to withdraw consent. The Company will confirm the withdrawal and its effective date in writing. A withdrawal of consent does not apply to a K-1 that was emailed to the Subscriber before the effective date of the withdrawal of consent.
    d. The Company (or the Manager) will cease providing statements to the Subscriber electronically if the Subscriber provides notice to withdraw consent, if the Subscriber ceases to be a member of the Company, or if regulations change to prohibit the form of delivery.
    e. If the Subscriber needs to update the Subscriber's contact information that is on file, please email the update to the Manager. The Subscriber will be notified if there are any changes to the contact information of the Company.
    f. The Subscriber's K-1 may be required to be printed and attached to a federal, state, or local income tax return.

BY SIGNING THIS AGREEMENT, THE SUBSCRIBER:

1. **ACKNOWLEDGES THAT ANY MISSTATEMENT MAY RESULT IN AN IMMEDIATE REDEMPTION OF SUBSCRIBER'S INTERESTS.**

2. **AGREES THAT IF THE COMPANY BELIEVES THAT SUBSCRIBER OR A BENEFICIAL OWNER OF SUBSCRIBER IS A PROHIBITED INVESTOR, THE COMPANY MAY BE OBLIGATED TO FREEZE SUBSCRIBER'S INVESTMENT, DECLINE TO MAKE DISTRIBUTIONS OR SEGREGATE THE ASSETS CONSTITUTING SUBSCRIBER'S INVESTMENT WITH THE COMPANY IN ACCORDANCE WITH APPLICABLE LAW.**

(Signature Pages Follow)

SIGNATURE PAGE TO SUBSCRIPTION AGREEMENT

INDIVIDUALS

IN WITNESS WHEREOF, the Subscriber hereby executes this Agreement as of the date set forth below.

Date: _____

Total Investment Amount: $ _____

Subscriber:

_____
(Signature)

Investor Name
Investor Address

ACCEPTANCE OF SUBSCRIPTION

By signing below, the Company hereby accepts Subscriber's subscription for Interests in the Company in the amount indicated on the Signature Page to Subscription Agreement, and hereby authorizes this signature page to be attached to the Subscription Agreement related to the Company.

HARVEST INVEST – 089, LLC

By: HARVEST RETURNS, INC.

Its: Manager

_____

Name: Austin Maness

Title: Manager

Date: _____

Exhibit A

SUBSCRIBER INFORMATION

1. **Subscription Amount:** $_____

2. **U.S. Taxpayer Identification Number or Social Security Number (if applicable): ON FILE**

3. **Email Address:** _____

4. **For all Subscribers: I agree to electronic delivery of disclosures and Schedule K-1**

Subscriber:

_____
(Signature)

Investor Name
Investor Address

Exhibit B

INVESTOR STATUS

The Investor hereby represents and warrants, pursuant to Section 2(a) of the attached Subscription Agreement, that he, she or it is correctly and in all respects described by the category or categories set forth below directly under which the Investor or its authorized representative has signed his, her or its name.

ACCREDITED INVESTOR REPRESENTATIONS

Subscriber makes one or more of the following representations regarding Subscriber's status as an "Accredited Investor" (within the meaning of Rule 501 under the Securities Act), and has checked and signed the applicable representation:[7]

1. Subscriber is a natural person who had individual income in excess of $200,000 in each of the two most recent years, or joint income with that person's spouse or spousal equivalent in excess of $300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year.

2. Subscriber is a natural person whose individual Net Worth (defined herein), or joint Net Worth with that person's spouse or spousal equivalent, exceeds $1,000,000 at the time of purchase of Interests.

3. Subscriber is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring Interests, whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he/she is capable of evaluating the merits and risks of an investment in Interests.

4. Subscriber is a 501(c)(3), corporation, business trust, partnership, or limited liability company with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring Interests.

5. Subscriber is an entity not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000.

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

7. Subscriber is a natural person holding in good standing a Series 7, 65, or 82 license or one or more professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status (The professional certifications or designations or credentials currently recognized by the SEC as satisfying the above criteria will be posted on its website).

8. Subscriber is a "family office" as defined in the Investment Advisers Act of 1940 and (i) with assets under management in excess of $5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

9. Subscriber is a "family client" of a family office whose prospective investment is directed by the family office.

10. Subscriber is an entity (including an Individual Retirement Account trust) in which all of the equity owners are Accredited Investors as defined above.

For purposes of determining Accredited Investor status, "Net Worth" is computed as the difference between total assets and total liabilities while excluding any positive equity in the prospective investor's primary residence but, if the net effect of the mortgage results in negative equity, the prospective investor should include any negative effects in calculating his/her Net Worth. The prospective investor should also subtract from their Net Worth any additional indebtedness secured by his/her primary residence incurred within the 60 days prior to his/her purchase of the Interests (other than debt incurred as a result of the acquisition of the primary residence). In determining income, prospective investors should add to their adjusted gross income any amounts

attributable to tax-exempt income received, losses claimed as a limited partner or member in any limited partnership or limited liability company, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income. In the case of fiduciary accounts, the Net Worth and/or income suitability requirements may be satisfied by the beneficiary of the account, or by the fiduciary if the fiduciary directly or indirectly provides funds for the purchase of Interests

NON-ACCREDITED INVESTOR REPRESENTATIONS

Subscriber makes all of the following representations regarding Subscriber's status as an "Non-Accredited Investor" (within the meaning of Rule 501 under the Securities Act), and has checked and signed the applicable representation:

1. Subscriber, either alone or together with Subscriber's purchaser representative, has sufficient experience and skill in financial, business, agriculture, and/or investments such that Subscriber is capable of evaluating the merits and risks of the prospective investment;

2. Subscriber has received, read, and fully understands this Memorandum and all exhibits hereto. Subscriber is basing Subscriber's decision to invest on this Memorandum and all exhibits hereto. Subscriber has relied only on the information contained in said materials and has not relied upon any representations made by any other person;

3. Subscriber understands that an investment in the Interests involves substantial risk and he is fully cognizant of and understands all of the risk factors relating to a purchase of the Interests, including, without limitation, those risks set forth below in the section entitled "RISK FACTORS;"

4. Subscriber's overall commitment to investments that are not readily marketable is not disproportionate to Subscriber's individual net worth, and in any event, cannot exceed 20% of their total Net Worth (or joint Net Worth with Subscriber's spouse), and Subscriber's investment in the Interests will not cause such overall commitment to become excessive;

5. Subscriber's has adequate means of providing for Subscriber's financial requirements, both current and anticipated, and has no need for liquidity in this investment;

6. Subscriber can bear and is willing to accept the economic risk of losing Subscriber's entire investment in the Interests; and

7. Subscriber is acquiring the Interest for Subscriber's own account and for investment purposes only and has no present intention, agreement or arrangement for the distribution, transfer, assignment, resale or subdivision of the Interests.

Exhibit C

ERISA REPRESENTATIONS

1. **Subscriber is not acting on behalf of an entity which is deemed to hold the assets of an "Employee Benefit Plan" [8] (which is subject to the fiduciary rules of ERISA) or a "Plan" [9] (e.g., an entity of which 25% or more of any class of equity securities is held by Employee Benefit Plans or Plans, or an insurance company separate account holding "plan assets," etc.) (each, a "Benefit Plan Investor").**

2. **Subscriber is not a life insurance company using the assets of its general account.**

Exhibit D

USA PATRIOT ACT COMPLIANCE

Subscriber's payment to the Partnership is being wired to a Wiring Bank located in the United States or another "FATF Country" and the Subscriber is a customer of the Wiring Bank. [10]

_____

(Signature)

Investor Name
Investor Address

If the above statement is not correct, the Subscriber may be required, if the Subscriber is an individual, to produce a copy of a passport or identification card, together with any evidence of the Subscriber's address, such as a utility bill or bank statement, and date of birth. If the Subscriber is an entity, the Subscriber may be required to produce a certified copy of the Subscriber's certificate of incorporation, articles of association (or the equivalent) or certificate of formation or limited partnership (or the equivalent), and the names, occupations, dates of birth and residential and business addresses of all directors.

PRIVACY NOTICE

Manager is committed to protecting your privacy and maintaining the confidentiality and security of your personal information, and in connection therewith, this Privacy Policy is observed by the Manager. This Privacy Policy explains the manner in which the Manager collects, utilizes and maintains nonpublic personal information about its investors ("Investors"), as required under Federal Law. "Manager" collectively refers to the Manager and each investment account, partnership, limited liability company or fund (individually a "Company," and collectively, the "Companies") for which the Manager serves as general partner, managing member, or manager. This Privacy Policy only applies to products and services provided by Manager to individuals (including regarding investments in the Company) and which are used for personal, family, or household purposes (not business purposes).

Collection of Investor Information

Manager collects personal information about its Investors from the following sources:

1. Subscription forms, investor questionnaires, account forms, and other information provided by the Investor in writing, in person, by telephone, electronically or by any other means. This information includes name, address, employment information, and financial and investment qualifications;
2. Transactions within the Company, including account balances, investments, distributions and fees;
3. Other interactions with Manager's affiliates (for example, discussions with our staff and affiliated broker-dealer); and
4. Verification services and consumer reporting agencies, including an Investor's creditworthiness or credit history. (Manager generally does not use these services.)

Disclosure of Nonpublic Personal Information

Manager may share nonpublic personal information about its Investors or potential Investors with affiliates, as permitted by law. Manager does not disclose nonpublic personal information about its Investors or potential Investors to nonaffiliated third parties, except as permitted by law (for example, to service providers who provide services to the Investor or the Investor's account).

Manager may share nonpublic personal information, without an Investor's consent, with affiliated and nonaffiliated parties in the following situations, among others:

1. To respond to a subpoena or court order, judicial process or regulatory inquiry;
2. In connection with a proposed or actual sale, merger, or transfer of all or a portion of its business;
3. To protect or defend against fraud, unauthorized transactions (such as money laundering), law suits, claims or other liabilities;
4. To service providers of Manager in connection with the administration and operations of Manager, the Company and other Manager products and services, which may include brokers, attorneys, accountants, auditors, administrators or other professionals;
5. To assist Manager in offering Manager-affiliated products and services to its Investors;
6. For any proper purpose as contemplated by or permitted under the applicable Company offering, governing or organizing documents.

Former Customers and Investors

The same Privacy Policy applies to former Investors**.**

Protection of Investor Information

Manager maintains physical, electronic and procedural safeguards that comply with federal standards to protect customer information. Manager restricts access to the personal and account information of Investors to those employees who need to know that information in the course of their job responsibilities.

Further Information

Manager reserves the right to change this Privacy Policy at any time. The examples contained within this Privacy Policy are illustrations and are not intended to be exclusive. This Privacy Policy complies with Federal Law regarding privacy. You may have additional rights under other foreign or domestic laws that may apply to you. All questions should be directed to Manager Contact Information.

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[1] For purposes of this subparagraph (c) and subparagraph (d) below, with respect to any entity, any interest holder, director, senior officer, trustee, beneficiary or grantor of such entity; provided that in the case of an entity that is a publicly traded company or a tax qualified pension or retirement plan in which at least 100 employees participate that is maintained by an employer that is organized in the U.S. or is a U.S. government entity (a "Qualified Plan"), the term "Related Person" shall exclude any interest holder holding less than 5% of any class of securities of such publicly traded company and beneficiaries of such Qualified Plan.

[2] For purposes of this subparagraph (d), "Prohibited Investor" shall mean a person or entity whose name appears on (i) the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control; (ii) other lists of prohibited persons and entities as may be mandated by applicable law or regulation; or (iii) such other lists of prohibited persons and entities as may be provided to the Company in connection therewith.

[3] For purposes of this subparagraph (d), "Senior Foreign Political Figure" shall mean a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a Senior Foreign Political Figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a Senior Foreign Political Figure.

[4] For purposes of this subparagraph (d), "Close Associate of a Senior Foreign Political Figure" shall mean a person who is widely and publicly known internationally to maintain an unusually close relationship with the Senior Foreign Political Figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the Senior Foreign Political Figure.

[5] For purposes of this subparagraph (d), "Non-Cooperative Jurisdiction" shall mean any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Task Force on Money Laundering, of which the U.S. is a member and with which designation the U.S. representative to the group or organization continues to concur.

[6] For purposes of this subparagraph (d), "Foreign Shell Bank" shall mean a Foreign Bank without a Physical Presence in any country, but does not include a Regulated Affiliate.

A "Foreign Bank" shall mean an organization that (i) is organized under the laws of a foreign country, (ii) engages in the business of banking, (iii) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations, (iv) receives deposits to a substantial extent in the regular course of its business, and (v) has the power to accept demand deposits, but does not include the U.S. branches or agencies of a foreign bank.

"Physical Presence" shall mean a place of business that is maintained by a Foreign Bank and is located at a fixed address, other than solely a post office box or an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities, at which location the Foreign Bank (i) employs one or more individuals on a full-time basis, (ii) maintains operating records related to its banking activities, and (iii) is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities.

"Regulated Affiliate" shall mean a Foreign Shell Bank that is an affiliate of a depository institution, credit union or Foreign Bank that maintains a Physical Presence in the U.S. or a foreign country regulating such affiliated depository institution, credit union or Foreign Bank.

[7] The meaning of "net worth" (for purposes of determining whether Subscriber is an "accredited investor") means the excess of total assets at fair market value over total liabilities. For purposes of this calculation,

(a) the amount of Subscriber's total assets shall exclude the fair market value of Subscriber's primary residence, and

(b) the amount of Subscriber's total liabilities shall include the amount of such Subscriber's mortgage and other indebtedness that is secured by Subscriber's primary residence which

(i) exceeds the fair market value of Subscriber's primary residence at the time of Subscriber's admission to the Company, or

(ii) has been incurred by Subscriber within the 60 day period prior to Subscriber's admission to the Company and remains outstanding on the date of Subscriber's admission to the Company (unless such indebtedness was incurred as a result of the acquisition of Subscriber's primary residence).

If, at the time of Subscriber's admission to the Company, Subscriber has mortgage and other indebtedness that is described in both of clauses (i) and (ii) above, then both amounts of indebtedness shall be included in the calculation of Subscriber's total liabilities.

[8] Any plan, fund or program established or maintained by an employer or employee organization for the purpose of providing pension, welfare or similar benefits (i.e., deferred compensation arrangements) to employees, which is subject to the fiduciary rules of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA").

[9] An individual retirement account ("IRA"), a Keogh plan or any other plan subject to Section 4975 of the Internal Revenue Code, as amended (the "Code").

[10] As of the date hereof, countries that are members of the Financial Action Task Force on Money Laundering (each an "FATF Country") are: Argentina, Australia, Austria, Belgium, Brazil, Canada, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Japan, Luxembourg, Mexico, Kingdom of the Netherlands, New Zealand, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, Turkey, United Kingdom, and the United States. The list of FATF Countries may be expanded to include future FATF members and FATF compliant countries, as appropriate.

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EXHIBIT C

LIMITED LIABILITY OPERATING AGREEMENT

OF HARVEST INVEST – 089, LLC

A SERIES OF

HARVEST INVEST, LLC

Effective Date December 1, 2025

NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE REGULATORY AUTHORITY HAS APPROVED OR DISAPPROVED THIS OPERATING AGREEMENT (THIS "***AGREEMENT***") OR THE LIMITED LIABILITY COMPANY INTERESTS PROVIDED FOR HEREIN. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE SECURITIES REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR REGISTERED OR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS REGISTERED AND QUALIFIED UNDER APPLICABLE FEDERAL AND STATE SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, SUCH REGISTRATION AND QUALIFICATION IS NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS AGREEMENT IS FURTHER SUBJECT TO OTHER RESTRICTIONS, THE TERMS AND CONDITIONS OF WHICH ARE SET FORTH IN THIS AGREEMENT.

THE SECURITIES REPRESENTED BY THIS AGREEMENT ARE SUBJECT TO AND MAY ONLY BE SOLD, DISPOSED OF OR OTHERWISE TRANSFERRED IN COMPLIANCE WITH CERTAIN RIGHTS OF FIRST REFUSAL AND RIGHTS OF CO-SALE. SUCH RIGHTS OF FIRST REFUSAL AND RIGHTS OF CO-SALE ARE BINDING ON CERTAIN TRANSFEREES OF THESE SECURITIES.

PURCHASERS OF SECURITIES REPRESENTED BY THIS AGREEMENT SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

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LIMITED LIABILITY OPERATING AGREEMENT

OF HARVEST INVEST – 089, LLC

A SERIES OF **HARVEST INVEST, LLC**

This Operating Agreement is made as of the Effective Date by and among the Manager and those Persons who have or may hereafter become parties to this Agreement, in accordance with the terms hereof, as members ("***Members***") of the Company. In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. When used in this Agreement, the following terms have the meanings specified in this Article I:

(a) "***Arbitration Location***" shall mean Fort Worth, TX.

(b) "***Act***" shall mean the Delaware Limited Liability Company Act, Section 18-101, et seq., as it may be amended from time to time and any successor to said law.

(c) "***Affiliate***" of another Person means (i) a Person directly or indirectly (through one or more intermediaries) controlling, controlled by or under common control with that other Person; (ii) a Person owning or controlling ten percent (10%) or more of the outstanding voting securities or beneficial interests of that other Person; or (iii) an officer, manager, director, partner or member of that other Person. For purposes of this Agreement, "control" of a Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. For the avoidance of doubt, no Member shall be deemed, solely by virtue of such membership, to be an Affiliate of the Company.

(d) "***Agreement***" means this Operating Agreement of the Company, as amended from time to time.

(e) "***Attorney***" shall have the meaning specified in paragraph 12.1.

(f) "***Capital Account***" of a Member means the capital account of such Member determined in accordance with paragraph 3.2 in this Agreement.

(g) "***Capital Contribution***" of a Member means the total amount of cash and other assets contributed (or deemed contributed under Section 1.704-1(b)(2)(iv)(d) of the Treasury Regulations) to the Company by such Member, net of liabilities assumed or to which the assets are subject.

(h) "***Carry Interest***" means Partnership Interest issued to the Manager in connection with the execution of this Agreement, which Limited Partnership Interest will confer upon the holder thereof only the rights and obligations specifically provided for in this Agreement with respect to Carry Interest.

(i) "***Carry Percentage***" shall mean the percentage of the Carry Interest and shall equal to twenty percent (20%).

(j) "***Certificate of Formation***" means the Certificate of Formation of the Master LLC, as amended and restated from time to time, filed under the Act.

(k) ***"Class A Interest"*** means an Interest that has been designated as Class A.

(l) ***"Class B Interest"*** means Carry Interest that has been designated as Class B.

(m) ***"Class A Member"*** means a Member holding a Class A Interest.

(n) ***"Class B Member"*** means a Member holding a Class B Interest.

(o) "***Closing***" shall mean the issuance of Interests, at the sole discretion of the Manager, in connection with the Company's purchase of Portfolio Company Securities.

(p) "***Closing Date***" shall be the date on which the Closing takes place.

(q) "***Closing Conditions***" shall mean the conditions of the Closing, as determined by the Manager.

(r) "***Code***" means the Internal Revenue Code of 1986, as amended.

(s) "***Company***" shall mean HARVEST INVEST – 089, LLC.

(t) "***Company Investment***" shall mean a debt, convertible debt, or an equity investment in Chicago Wet Storage, LLC dba Windy City Mushroom Farms..

(u) "***Consent***" shall mean the approval of a Person to do the act or thing for which the approval is solicited, or the act of granting such approval, as the context may require.

(v) "***Disability***" of an individual means the incapacity of the individual to engage in any substantial gainful activity with the Company by reason of any medically determinable physical or mental impairment that reasonably can be expected to last for a continuous period of not less than twelve (12) months as determined by a competent physician chosen by the Company and consented to by the individual or his legal representative, which consent will not be unreasonably withheld, conditioned or delayed.

(w) "***Distributable Cash***" at any time means that amount of the cash then on hand or in bank accounts of the Company which the Manager determines is available for distribution to the Members, taking into account (i) the amount of cash required for the payment

of all current expenses, liabilities and obligations of the Company (whether for expense items, capital expenditures, improvements, retirement of indebtedness or otherwise) and (ii) the amount of cash which the Manager deems necessary or appropriate to establish reserves for the payment of future expenses, liabilities, obligations, capital expenditures, improvements, retirements of indebtedness, operations and contingencies, known or unknown, liquidated or unliquidated, including liabilities which may be incurred in litigation and liabilities undertaken pursuant to the indemnification provisions of this Agreement.

(x) "***Distribution***" means the transfer of money or property by the Company to one or more Members with respect to their Interests, without separate consideration.

(y) "***Effective Date***" shall mean December 1, 2025.

(z) "***ERISA***" shall mean the Employee Retirement Income Security Act of 1974, as amended.

(aa) "***ERISA Member***" shall mean any Member that is an employee benefit plan subject to ERISA or a "benefit plan investor" within the meaning of the Plan Asset Rules.

(bb) "***Fair Market Value***" of property means the amount that would be paid for such property in cash at the closing by a hypothetical willing buyer to a hypothetical willing seller, each having knowledge of all relevant facts and neither being under a compulsion to buy or sell, as determined by the Manager in good faith.

(cc) "***Fiscal Year***" means the Company's taxable year, which shall be the taxable year ended December 31, or such other taxable year as may be selected by the Manager in accordance with applicable law.

(dd) "***Company Minimum Gain***" means the "partnership minimum gain" of the Company computed in accordance with the principles of Sections 1.704-2(b)(2) and 1.704-2(d) of the Treasury Regulations.

(ee) "***Identified Units***" shall mean the equity units underlying the Portfolio Company Securities (whether common or preferred).

(ff) "***Interest***" means with respect to each Member, as of any date, the fractional ownership interest in the Company issued by the Company, which is expressed as a percentage, the numerator of which is such Member's Capital Contribution multiplied by the difference between 100% and the Carry Percentage, and the denominator of which is the sum of the Capital Contributions of all Members. The Manager shall have a deemed Interest of the Carry Percentage. A Member's Interest represents the totality of the Member's interests, and the right of such Member to any and all benefits (including, without limitation, allocations of Net Profits and Net Losses and the receipt of distributions) to which a Member may be entitled pursuant to this Agreement and under the Act, together with all obligations of such Member to comply with the terms and provisions of this Agreement and the Act. If any provision requires the Consent of a specified percentage of Interests, such percentage shall be determined by reference to the aggregate Interests of Members granting Consent on the applicable date. The Interests shall include both "Class A Interests" and "Class B Interests".

(gg) "***Interest Register***" shall have the meaning specified in paragraph 2.8.

(hh) "***Liquidating Trustee***" shall mean the Manager (or its authorized designee) or, if there is none, a Person selected by the Consent of the Members to act as a liquidating trustee of the Company.

(ii) A "***Liquidity Event***" means the receipt by the Company of a material amount of cash, or non-cash assets that may readily be transferred or liquidated for cash, as set forth in Section 7.1, received by the Company in respect of Portfolio Company Securities held by the Company. A Liquidity Event for a Portfolio Company shall be deemed to occur upon the earliest of (a) the effectiveness a registration statement filed by the Portfolio Company with the SEC on Form S-1 with respect to Identified Units of such Portfolio Company held by the Company, after any applicable Lock-Up Period; (b) a Merger Event, including a sale of all or substantially all of the assets, of the Portfolio Company in which the merger consideration is comprised of (i) equity interests of the acquiring company which are registered under the Securities Act, or which are otherwise readily transferable, or (ii) cash or other readily transferable assets; (d) the bankruptcy, liquidation or dissolution of the Portfolio Company; or (e) upon the Manager, in its discretion, determining that the Portfolio Company Securities and any other assets of the Company in respect of such securities are freely or readily transferable, each as of the date that such consideration is received or such determination of transferability is made.

(jj) "***Lock-Up Period***" shall mean the period following an initial public offering of a Portfolio Company, usually approximately 180 days, during which holders of Portfolio Company units may be precluded from registering or transferring their units, by virtue of transfer restrictions on their units and/or agreement with the Portfolio Company.

(kk) "***Manager***" means HARVEST RETURNS, INC. who shall be a "manager" of the Company within the meaning of Section 18-101(10) of the Act.

(ll) "***Master LLC***" shall mean HARVEST INVEST, LLC, a State of Delaware Limited Liability Company.

(mm) "***Member Minimum Gain***" means the "partner nonrecourse debt minimum gain" of the Company computed in accordance with the principles of Section 1.704-2(i)(3) of the Treasury Regulations.

(nn) "***Member Nonrecourse Deductions***" means the "partner nonrecourse deductions" of the Company computed in accordance with the principles of Sections 1.704-2(i)(1) and (2) of the Treasury Regulations.

(oo) "***Member***" means any Person admitted as a Class A Member or Class B Member of the Company pursuant to Section 4.1 that has not ceased to be a Member pursuant to this Agreement or the Act, having the interests and rights associated with membership in a limited liability company pursuant to this Agreement.

(pp) A "***Merger Event***" shall be deemed to occur in the event that the Portfolio Company merges or consolidates with or into any other entity, and in which the Portfolio Company is not the parent or surviving company, after giving effect to such transaction, the equity owners

of the Portfolio Company immediately prior to such transaction cease to own at least a majority of the equity interest of the Portfolio Company.

(qq) "***Nonrecourse Deductions***" means the "nonrecourse deductions" of the Company computed in accordance with Section 1.704-2(b) of the Treasury Regulations.

(rr) "***Net Income***" and "***Net Loss***" means, for each Fiscal Year, the taxable income and taxable loss, as the case may be, of the Company for such Fiscal Year determined in accordance with federal income tax principles, including items required to be separately stated, taking into account income that is exempt from federal income taxation, items that are neither deductible nor chargeable to a capital account and rules governing depreciation and amortization, except that in computing taxable income or taxable loss, the "tax book" value of an asset will be substituted for its adjusted tax basis if the two differ, and any gain, income, deductions or losses specially allocated under Article VI or shall be excluded from the computation. Any adjustment to the "tax" book value of an asset pursuant to Section 1.704-1(b)(2)(iv)(e), (f) and (g) of the Treasury Regulations shall be treated as Net Income or Net Loss from the sale of such asset.

(ss) "***Outside Date***" shall mean the last day of the ten-year period beginning on the date of the Closing unless the Manager has extended such period in accordance with Section 10.2, in which case the "Outside Date" shall mean the expiration of such extended period.

(tt) "***Person***" means any entity, corporation, company, association, joint venture, joint stock company, partnership (including a general partnership, limited partnership and limited liability partnership), limited liability company, trust, real estate investment trust, organization, individual, nation, state, government (including an agency, department, bureau, board, division or instrumentality thereof), trustee, receiver or liquidator.

(uu) "***Plan Asset Rules***" shall mean Section 3(42) of ERISA and the regulations issued by the U.S. Department of Labor at Section 2510.3-101 of Part 2510 of Chapter XXV, Title 29 of the Code of Federal Regulations.

(vv) "***Portfolio Company***" shall mean Chicago Wet Storage, LLC dba Windy City Mushroom Farms..

(ww) "***Portfolio Company Securities***" shall mean debt, convertible debt, or equity investments that are Company Investments.

(xx) "***Principal Office Location*****"** shall mean 5049 Edwards Ranch Rd, Fort Worth, Texas 76109.

(yy) "***Registered Agent***" if applicable, shall mean A Registered Agent, Inc.

(zz) "***Tax Distributions***" has the meaning set forth in Section 7.1(c).

(aaa) "***Tax Matters Partner***" means the Person designated pursuant to Section 9.5(b).

(bbb) "***Transfer***" means, with respect to an Interest, the sale, assignment, transfer, other disposition, pledge, hypothecation or other encumbrance, whether direct or indirect, voluntary, involuntary or by operation of law, and whether or not for value, of that Interest. Transfer includes any transfer by gift, devise, intestate succession, sale, operation of law, upon the termination of a trust, as a result of or in connection with any property settlement or judgment incident to a divorce, dissolution of marriage or separation, by decree of distribution or other court order or otherwise.

(ccc) "***Treasury Regulations***" means the regulations promulgated by the United States Treasury Department pertaining to a matter arising under the Code.

ARTICLE II

ORGANIZATIONAL MATTERS

2.1 Name. The name of the Company is set forth on the cover page of this Agreement. The business of the Company may be conducted under that name or under any other name that the Manager may determine. The Manager shall notify the Class A Members of any change in the name of the Company.

2.2 Establishment of Series. Pursuant to Section 18-215(b) of the Act and the Limited Liability Company Agreement of the Master LLC (the "***Master LLC Agreement***"), the Master LLC is authorized and empowered to establish separate members and limited liability company interests with separate and distinct rights, powers, duties, obligations, businesses and objectives (each a "***Series***"). Notice is hereby given that the Company is hereby established as a Series under the Master LLC Agreement. The Series created hereby and the rights and obligations of the Members of the Series admitted hereunder shall be governed by this Agreement. In the event of any inconsistency between this Agreement and the Master LLC Agreement, this Agreement shall control. The debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to the Company shall be enforceable against the assets of the Company only and not against the assets of the Master, LLC generally or any other Series thereof, and, unless otherwise provided in this Agreement, none of the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to the Master LLC generally or any other Series thereof shall be enforceable against the assets of the Company. A member participating in one Series shall have no rights or interest with respect to any other Series, other than through such member's interest in such Series independently acquired by such member. This Agreement and all provisions herein shall be interpreted in a manner to give full effect to the separateness of each Series. The Manager shall take such reasonable steps as are necessary to implement the foregoing provisions of this paragraph 2.2. Without limitation on the preceding sentence, the Manager shall maintain separate and distinct records for each Series, shall separately hold and account for the assets of each such Series, and shall otherwise comply with the requirements of Section 18-215 of the Act. The Company shall be dissolved and its affairs wound up pursuant to the provisions of this Agreement. The dissolution and termination of the Company shall not, in and of itself, cause or result in the dissolution or termination of the Master, LLC or any other Series.

2.3 Term. The formation date of the Company is generally within 30 days prior to the Effective Date, as further reflected on records maintained by the Manager. The term of the Company commenced on the Effective Date and shall continue in full force and effect until terminated pursuant to Article X.

2.4 Office and Agent. The Company shall maintain its principal office at: the Principal Office Location, or at such other place as the Manager may determine from time to time. The Manager shall notify the Class A Members of any change in principal office of the Company. The Registered Agent, if applicable, is the Company's registered agent for service of process on the Company or such other Person with such other address as the Manager may appoint from time to time.

2.5 Purpose of Company. The purpose of the Company shall be: (a) to invest in Portfolio Company Securities and to engage in any and all activities necessary, incidental, proper, advisable or convenient to the foregoing and (b) to engage in any and all other lawful activities and transactions as may be necessary, advisable, or desirable, as determined by the Manager, in its sole discretion, to carry out the foregoing or any reasonably related activities.

2.6 Intent. It is the intent of the Members that the Company shall be treated as a "partnership" for federal income tax purposes. It also is the intent of the Members that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the United States Bankruptcy Code.

2.7 Qualification. The Manager shall cause the Company to qualify to do business in each jurisdiction where such qualification is required. The Manager shall have the power and authority to execute, file and publish all such certificates, notices, statements or other instruments necessary to permit the Company to conduct business as a limited liability company in all jurisdictions where the Company elects to do business.

2.8 Interest Register. The Manager shall enter the name and contact information concerning, each Member on the register of Members and interest ownership ("***Interest Register***") maintained by the Company. Each Class A Member shall promptly provide the Manager with the information required to be set forth for such Class A Member on the Interest Register and shall thereafter promptly notify the Manager of any change to such information. The Manager, or a designee of the Manager, shall update the Interest Register from time to time as necessary to accurately reflect the information therein as known by the Manager, including, without limitation, admission of new Class A Members, but no such update shall constitute an amendment for purposes of Article 13.1 hereof. Any reference in this Agreement to the Interest Register shall be deemed to be a reference to the Interest Register as amended and in effect from time to time.

2.9 Maintenance of Separate Existence. The Company shall do all things necessary to maintain its limited liability company existence separate and apart from the existence of each holder of an Interest, any Affiliate of each holder of an Interest and any Affiliate of the Company, including maintaining the Company's books and records on a current basis separate from that of any Affiliate of the Company or any other Person. In furtherance, and not in limitation, of the foregoing, the Company shall (i) maintain or cause to be maintained by an agent under the Company's control physical possession of all its books and records (including, as applicable,

storage of electronic records online or in "cloud" services), (ii) account for and manage all of its liabilities separately from those of any other Person, including payment by it of any taxes or other governmental charges levied against the Company and (iii) identify or cause to be identified separately all its assets from those of any other Person.

2.10 Title to Company Assets. All assets of the Company shall be deemed to be owned by the Company as an entity, and no holder of any Interest, individually, shall have any direct ownership interest in such assets. Each holder of an Interest, to the extent permitted by applicable law, hereby waives its rights to a partition of the assets and, to that end, agrees that it will not seek or be entitled to a partition of any assets, whether by way of physical partition, judicial sale or otherwise, except as otherwise expressly provided in Article X.

2.11 Events Affecting a Member of the Company Title to Company Assets. The death, bankruptcy, withdrawal, insanity, incompetency, temporary or permanent incapacity, liquidation, dissolution, reorganization, merger, sale of all or substantially all the stock, units, or assets of, or other change in the ownership or nature of a Member shall not dissolve the Company.

2.12 Events Affecting the Manager. The withdrawal, bankruptcy, or dissolution of the Manager, nor the liquidation, reorganization, merger, sale of all or substantially all the stock, units, or assets of, or other change in the ownership or nature of the Manager, shall not dissolve the Company, and upon the happening of any such event, the affairs of the Company shall be continued without dissolution by the Manager or any successor entity thereto.

ARTICLE III

CAPITAL ACCOUNTS

3.1 No Further Capital Contributions. No Member shall be required to make any Capital Contribution beyond such Member's initial Capital Contribution, or lend money to the Company.

3.2 Capital Accounts.

(a) A separate Capital Account shall be established and maintained for each Member.

(b) The Capital Account of Member shall be maintained in accordance with the rules of Section 704(b) of the Code and the Treasury Regulations (including Section 1.704-1(b)(2)(iv) thereof) thereunder. The Capital Accounts shall be adjusted by the Manager upon an event described in Sections 1.704-1(b)(2)(iv)(e) and (f)(5) of the Treasury Regulations in the manner described in Sections 1.704-1(b)(2)(iv)(e), (f) and (g) of the Treasury Regulations if the Manager determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company, and at such other times as the Manager may determine is necessary or appropriate to reflect the relative economic interests of the Members. In determining Fair Market Value of an asset, the provisions of Section 1.704-1 of the Treasury Regulations shall be applied.

(c) If any Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account and the respective Interest of the transferor to the extent the Capital Account and Interest is attributable to the Interests so Transferred.

3.3 Interest on Capital. No Member shall be entitled to receive any interest on its Capital Contributions or Capital Account.

3.4 Return of Capital Contributions. Except as otherwise provided in this Agreement, no Interest Holder shall have any right to withdraw or reduce its Capital Contribution.

3.5 Waiver of Action for Partition. Each Member irrevocably waives, during the term of the Company and during the period of its liquidation following dissolution, any right to maintain an action for partition of the Company's assets.

3.6 No Priorities of Members. Subject to the provisions hereof, no Member shall have a priority over any other Member as to any Distribution, whether by way of return of capital or by way of profits, or as to any allocation of Net Income, Net Loss or special allocations.

ARTICLE IV

MEMBERS; MEMBERSHIP CAPITAL

4.1 Admission of Members. The Manager may, at its sole discretion, admit any Person as a Class A Member upon signing a counterpart of this Agreement (which may be done by power of attorney or by any other document or instrument of the Company that by its terms is deemed to be an execution of this Agreement). Such admission shall be effective when the Manager enters the name of such Person on the Interest Register. The Manager shall have the authority, in its sole discretion, to reject any subscription for an Interest in whole or in part. Each Class A Member shall continue to be a member of the Company until it ceases to be a member of the Company in accordance with the provisions of this Agreement.

4.2 Limited Liability. No Member shall be liable to the Company or to any other Member for (i) the performance, or the omission to perform, any act or duty on behalf of the Company, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, or (iii) the performance, or the omission to perform, on behalf of the Company any act in reliance on advice of legal counsel, accountants or other professional advisors to the Company. In no event shall any Member (or former Member) have any liability for the repayment or discharge of the debts and obligations of the Company or be obligated to make any contribution to the Company; *provided, however,* that:

(a) appropriate reserves may be created, accrued and charged against the net assets of the Company and proportionately against the Capital Accounts of the Members for contingent liabilities or probable losses or foreseeable expenses that are permitted hereunder, such reserves to be in the amounts that the Manager deems necessary or appropriate, subject to increase or reduction at the Manager's sole discretion; and

(b) each Member shall have such other liabilities as are expressly provided for in this Agreement.

4.3 Nature of Ownership. Interests held by Interests Holders constitute personal property.

4.4 Admission of Members after Closing. Except as provided in Article VIII, following the Closing, no additional Members may be admitted to the Company and no existing Members may be issued additional Interests.

4.5 Dealing with Third Parties

Unless admitted to the Company as a Class A Member, as provided in this Agreement, no Person shall be considered a Class A Member. The Company and the Manager need deal only with Persons so admitted as Class A Members. The Company and the Manager shall not be required to deal with any other Person (other than with respect to distributions to assignees pursuant to assignments in compliance with Article VI) merely because of an assignment or transfer of any Interest(s) to such Person whether by reason of the Incapacity of a Class A Member or otherwise; provided, however, that any distribution by the Company to the Person shown on the Company's records as a Class A Member or to its legal representatives, or to the assignee of the right to receive the Company's distributions as provided herein, shall relieve the Company and the Manager of all liability to any other Person who may be interested in such distribution by reason of any other assignment by the Class A Member or by reason of its Incapacity, or for any other reason.

4.6 Membership Capital. Upon Closing, each participating Member shall make a Capital Contribution in an amount equal to its accepted "***Subscription Amount***" (as defined in the Class A Member's subscription agreement, the "***Subscription Agreement***") in exchange for an Interest.

(a) No Class A Member shall be paid interest on any Capital Contribution to the Company or on such Member's Capital Account.

(b) No Class A Member shall have any right to demand the return of its Capital Contribution, except upon dissolution of the Company pursuant to Article VII.

(c) No Class A Member shall have the right to demand property other than Portfolio Company Securities in return for its Capital Contribution, except upon dissolution of the Company pursuant to Article VII.

4.7 Class A Members are not Agents. Pursuant to Article V of this Agreement, the management of the Company is vested in the Manager. No Class A Member shall have any right to participate in the management of the Company except as expressly authorized by the Act or this Agreement. No Class A Member, acting solely in the capacity of a Class A Member, is an agent of the Company, nor does any Class A Member, unless expressly and duly authorized in writing to do so by the Manager, have any power or authority to bind or act on behalf of the Company in any way, to pledge its credit, to execute any instrument on its behalf or to render it liable for any purpose.

4.8 Expenses. Except as otherwise expressly provided herein, the Company shall bear all organizational and offering expenses of the Company and other expenses attributable to the activities of the Company: (A) including, but not limited to (i) attorneys' and accountants' fees and disbursements on behalf of the Company (ii) insurance, regulatory or litigation expenses (and damages); (iii) expenses incurred in connection with the winding up or liquidation of the Company (other than Permissible Liquidation Expenses); (iv) expenses incurred in connection with any amendments to the constituent documents of the Company and related entities, including the Manager; and (v) expenses incurred in connection with distributions to the Members and in connection with any meetings of Members called by the Manager, and (B) excluding any management fee, regulatory expenses of the Manager, or other costs incurred by Manager in connection with its daily operations including but not limited to (i) salary and other payments to employees or officers of the Manager; (ii) expenses incurred in connection with the carrying or management of investments, including custodial, trustee, record keeping and other administrative fees and expenses; and (iii) expenses incurred in connection with the preparation of the Company's financial statements, tax returns and Schedule K-1s, for which the Manager shall be solely responsible.

4.9 Nature of Obligations between Members. Except as otherwise expressly provided herein, nothing contained in this Agreement shall be deemed to constitute any Member, in such Member's capacity as a Member, an agent or legal representative of any other Member or to create any fiduciary relationship between Members for any purpose whatsoever, apart from such obligations between the members of a limited liability company as may be created by the Act. Except as otherwise expressly provided in this Agreement, a Member shall not have any authority to act for, or to assume any obligation or responsibility on behalf of, any other Member or the Company.

4.10 Status Under the Uniform Commercial Code. All Interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code as in effect from time to time in the State of Delaware. The Interests are not evidenced by certificates, and will remain not evidenced by certificates. The Company is not authorized to issue certificated Interests. The Company will keep a register of the Members' Interests, in which it will record all Transfers of Members' Interests made in accordance with Article VIII of this Agreement.

4.11 Carry Interest

On the Closing Date, for services rendered or to be rendered to or for the benefit of the Partnership, the Manager will be issued 100% of the Carry Interest. Upon the grant, the Carry Interest should have zero dollar value.

The Carry Interest is intended to constitute "profits interests" within the meaning of Revenue Procedures 93-27 and 2001-43, and the Partnership and the Manager shall file all federal income tax returns consistent with such characterization. By executing this Agreement, each Partner authorizes and directs the Partnership to elect to have the "safe harbor" described in the proposed Revenue Procedure set forth in Internal Revenue Service Notice 2005-43 (the "IRS Notice"), including any similar safe harbor in any finalized revenue procedure, revenue ruling or United States Treasury Regulation, apply to Carry Interest issued by the Partnership for services rendered to or on behalf of the Partnership. For purposes of making such safe harbor election, the

Partner designated as the "tax matters partner" pursuant to this Agreement is hereby designated as the "partner who has responsibility for federal income tax reporting" by the Partnership and, accordingly, execution of such safe harbor election by the "tax matters member" constitutes execution of a "safe harbor election" in accordance with the IRS Notice or any similar provision of any final pronouncement. The Partnership and each Partner hereby agree to comply with all requirements of any such safe harbor, including any requirement that a Partner prepare and file all federal income tax returns reporting the income tax effects of each interest issued by the Partnership in connection with services in a manner consistent with the requirements of the IRS Notice or other final pronouncement.

4.12 Follow-on Investment Rights.

At times the Company's investment in the Portfolio Company by its terms gives rise to preferential rights or requests to purchase additional units in the Portfolio Company's future offerings. The Company hereby assigns and delegates all such rights to the Manager. In the event that the Company, as a holder of Portfolio Company Securities, is presented with the opportunity or request to make additional or "follow-on" investments in the Portfolio Company, the Company shall not make such follow on investments; provided, however, the Manager may, in its sole discretion, organize one or more additional entities or series with additional members for the purpose of making such follow on investment and may extend any such investment opportunity to the Members at its own discretion. No action or inaction by the Manager with respect to any Pro-Rata Rights can be deemed to adversely impact any rights or entitlements vested in the Member by virtue of their beneficial ownership in the Company.

ARTICLE V

MANAGEMENT AND CONTROL OF THE COMPANY

5.1 Management. Management of the Company shall be vested in the Manager. With regard to any decisions the Company may be asked to make as holder of the Portfolio Company Securities, the Manager will follow the majority vote of other holders of Portfolio Company Securities asked to participate in the decision. Except as otherwise provided in this Agreement and subject to the provisions of the Act, the Manager has all power and authority to exclusively manage, control and direct the Company and all of its business, affairs, activities and operations. Any power not otherwise delegated pursuant to this Agreement or by the Manager in accordance with the terms of this Agreement shall remain with the Manager.

(a) The Manager may agree to (i) delegate any matters or actions that it is authorized to perform under this Agreement to employees or agents of the Manager or third Persons and (ii) appoint any Persons, with such titles as the Manager may select, to act on behalf of the Company, with such power and authority as the Manager may delegate from time to time to such Persons. Any such delegation may be rescinded at any time by the Manager.

(b) The Manager may from time to time open bank accounts in the name of the Company, and the Manager or a representative of the Manager shall be the signatory thereon.

(c) Third parties dealing with the Company may rely conclusively upon any certificate of the Manager to the effect that it is acting on behalf of the Company. The signature of the Manager shall be sufficient to bind the Company in every manner to any agreement or on any document.

(d) The Manager may resign at any time upon five days' prior written notice to the Members. Upon such resignation, the Members holding a majority of the outstanding equity interests of the Company ("**Majority Members**") may appoint a successor Manager. The bankruptcy, expulsion, resignation, removal or withdrawal, liquidation, dissolution, reorganization, merger, sale of all or substantially all the stock, units, or assets of, or other change in the ownership or nature of the Manager shall not dissolve the Company, and upon the happening of any such event, the affairs of the Company shall be continued by the Manager or any successor thereto as appointed by the Majority Members. The Manager will not be required to return any fee previously paid. The provisions of this Section 5.1(d) may not be amended or waived without the written consent of the Majority Members. In the event of any conflict between the Manager and the Majority Members, the Majority Members shall control.

5.2 Duties and Obligations of the Manager.

(a) The Manager shall take all action that may be necessary or appropriate for the continuation of the Company's valid existence and authority to do business as a limited liability company under the laws of the State of Delaware and of each other jurisdiction in which such authority to do business is, in the judgment of the Manager, necessary or advisable.

(b) The Manager shall prepare or cause to be prepared and shall file on or before the due date (or any extension thereof) any federal, state or local tax returns required to be filed by the Company.

(c) The Manager shall cause the Company to pay any taxes or other governmental charges levied against or payable by the Company; *provided, however,* that the Manager shall not be required to cause the Company to pay any tax so long as the Manager or the Company is in good faith and by appropriate legal proceedings contesting the validity, applicability or amount thereof and such contest does not materially endanger any right or interest of the Company. If deemed appropriate or necessary by the Manager, the Company may establish reasonable reserves to fund its actual or contingent obligations under this paragraph 5.2(c).

(d) The Manager shall use its reasonable best efforts to ensure that at no time shall the equity participation in the Company by "benefit plan investors" be "significant," within the meaning of the Plan Asset Rules. If the Manager becomes aware that the assets of the Company at any time are likely to include plan assets of a benefit plan investor, the Manager may require any or all of the ERISA Members to immediately withdraw so much of their capital in the Company as shall be necessary to maintain the investment of such Members at a level so that the assets of the Company are not deemed to include plan assets under ERISA.

(e) Notwithstanding anything herein to the contrary, **the Manager does not, shall not and will not owe any fiduciary duties of any kind whatsoever to the Company, or to any of the Members, by virtue of its role as the Manager**, including, but not limited to, the

duties of due care and loyalty, whether such duties were established as of the date of this Agreement or any time hereafter, and whether established under common law, at equity or legislatively defined. It is the intention of the parties to this Agreement that any such fiduciary duties be affirmatively eliminated as permitted by Delaware law and under the Act and the Members hereby waive any rights with respect to such fiduciary duties.

(f) Notwithstanding any other provision of this Agreement or otherwise applicable provision of law or equity, whenever in this Agreement, the Manager is permitted or required to make a decision (i) in its "sole discretion" or "discretion" or under a grant of similar authority or latitude, the Manager shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall, to the fullest extent permitted by applicable law, have no duty or obligation to give any consideration to any interest of or factors affecting the Company or the Members, or (ii) in its "good faith" or under another expressed standard, the Manager shall act under such express standard and shall not be subject to any other or different standards. Unless otherwise expressly stated, for purposes of this paragraph 5.2(f), the Manager shall be deemed to be permitted or required to make all decisions hereunder in its sole discretion.

5.3 Rights or Powers of Class A Members. Except as expressly provided otherwise in this Agreement or by operation of law, the Class A Members (as members of the Company) shall have no rights or powers to take part in the management and control of the Company and its business and affairs and shall have no power or authority to act for the Company, or bind the Company under agreements or arrangements with third parties as Class A Members. The Class A Members shall have the right to vote only on the matters explicitly set forth in this Agreement.

5.4 The Manager May Engage in Other Activities. Subject to the terms of any employment or consulting agreement between the Manager and the Company, the Manager is not obligated to devote all of its time or business efforts to the affairs of the Company, *provided* that the Manager shall devote such time, effort and skill as it determines in its sole discretion may be necessary or appropriate for the proper operation of the Company. Subject to the foregoing, the Manager may have other business interests and may engage in other activities in addition to those related to the Company. Except as expressly set forth herein, the Manager and each Class A Member, and their respective Affiliates may engage in or possess any interest in other business ventures of any kind, nature or description, independently or with others, whether such ventures are competitive with the Company or otherwise. Neither the Company nor any Class A Member shall have the right, by virtue of this Agreement, to share or participate in such other investments or activities of the Manager or to the income derived therefrom.

5.5 Liability for Certain Acts. The Manager shall exercise its business judgment in managing the business operations and affairs of the Company. Unless fraud, gross negligence, willful misconduct or a wrongful taking shall be proven by a court of competent jurisdiction, after exhaustion of all appeals therefrom, the Manager shall not be liable or obligated to the Class A Members for any mistake of fact or judgment or for the doing of any act or for the failure to do any act by the Managers in conducting the business operations and affairs of the Company. The Manager does not, in any way, guarantee the return of any Class A Member's Capital Contribution or a profit for the Class A Members from the operation of the Company. The Manager is not responsible to any Member for the loss of its investment or a loss in operations unless the result shall have been a result of fraud, gross negligence, willful misconduct or a willful and wrongful

taking by such Manager. The Manager shall incur no liability to the Company or to any of the Class A Members as a result of engaging in any other business or venture.

ARTICLE VI

ALLOCATIONS OF NET INCOME AND NET LOSS

6.1 Allocation of Net Income and Net Loss. Except as otherwise provided in this Agreement, Net Income and Net Loss (including individual items of profit, income, gain, loss, credit, deduction and expense) of the Company shall be allocated among the Members in a manner such that the Capital Account balance of each such Member, immediately after making such allocation, is, as nearly as possible, equal (proportionately) to the distributions that would be made to such Member pursuant to Section 10.4 if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Fair Market Value, all Company liabilities were satisfied (limited with respect to each nonrecourse liability to the Fair Market Value of the assets securing such liability), and the net assets of the Company were distributed in accordance with Section 10.4 to the Members immediately after making such allocation, adjusted for applicable special allocations, computed immediately prior to the hypothetical sale of assets.

6.2 Allocation Rules.

(a) In the event that Members are issued Interests on different dates, the Net Income or Net Loss allocated to the Members for each Fiscal Year during which Members receive such Interests shall be allocated among the Members in accordance with Section 706 of the Code, using any convention permitted by law and selected by the Manager.

(b) For purposes of determining the Net Income, Net Loss and individual items of income, gain, loss credit, deduction and expense allocable to any period, Net Income, Net Loss and any such other items shall be determined on a daily, monthly or other basis, as determined by the Manager using any method that is permissible under Section 706 of the Code and the Treasury Regulations thereunder.

(c) Except as otherwise provided in this Agreement, all individual items of Company income, gain, loss and deduction shall be divided among the Members in the same proportions as they share Net Incomes and Net Loss for the Fiscal Year or other period in question.

(d) ***Limitation on Allocation of Net Losses.*** There shall be no allocation of Net Losses to any Member to the extent that such allocation would create a negative balance in the Capital Account of such Member (or increase the amount by which such Member's Capital Account balance is negative).

6.3 Tax Allocations.

(a) ***Generally.*** Except as otherwise provided in this Section 6.3, the taxable income or loss of the Company (and items thereof) shall be allocated pro rata among the Members in the same manner as the corresponding items of Net Income, Net Loss and separate items of income, gain, loss, credit, deduction and expense (excluding items for which there are no related tax items) are allocated among the Member for Capital Account purposes.

(b) Special Allocations.

(i) *Minimum Gain Chargeback.* In the event there is a net decrease in the Company Minimum Gain during any Fiscal Year, the minimum gain chargeback provisions described in Sections 1.704-2(f) and (g) of the Treasury Regulations shall apply.

(ii) *Member Minimum Gain Chargeback.* In the event there is a net decrease in Member Minimum Gain during any Fiscal Year, the partner minimum gain chargeback provisions described in Section 1.704-2(i) of the Treasury Regulations shall apply.

(iii) *Qualified Income Offset.* In the event an Member unexpectedly receives an adjustment, allocation or Distribution described in of Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Treasury Regulations, which adjustment, allocation or distribution creates or increases a deficit balance in that Member's Capital Account, the "qualified income offset" provisions described in Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations shall apply.

(iv) *Nonrecourse Deductions.* Nonrecourse Deductions shall be allocated in accordance with and as required in the Treasury Regulations.

(v) *Member Nonrecourse Deductions.* Member Nonrecourse Deductions shall be allocated to the Members as required in Section 1.704-2(i)(1) of the Treasury Regulations.

(vi) *Intention.* The special allocations in this Section 6.3 are intended to comply with certain requirements of the Treasury Regulations and shall be interpreted consistently therewith. It is the intent of the Members that any special allocation pursuant to this Section 6.3 shall be offset with other special allocations pursuant to this Section 6.3. Accordingly, special allocations of Company income, gain, loss or deduction shall be made in such manner so that, in the reasonable determination of the Manager, taking into account likely future allocations under this Section 6.3, after such allocations are made, each Member's Capital Account is, to the extent possible, equal to the Capital Account it would have been were this Section 6.3 not part of this Agreement.

(c) ***Recapture Items.*** In the event that the Company has taxable income in any Fiscal Year that is characterized as ordinary income under the recapture provisions of the Code, each Member's distributive share of taxable gain or loss from the sale of Company assets (to the extent possible) shall include a proportionate share of this recapture income equal to that Member's share of prior cumulative depreciation deductions with respect to the assets which gave rise to the recapture income.

(d) ***Tax Credits and Similar Items.*** Allocations of tax credits, tax credit recapture, and any items related thereto shall be allocated in such items as determined by the Manager taking into account the principles of Treasury Regulation Section 1.704-1(b)(4)(ii).

(e) ***Consistent Treatment.*** All items of income, gain, loss, deduction and credit of the Company shall be allocated among the Members for federal income tax purposes in a manner consistent with the allocation under this Article VI. Each Member is aware of the income tax consequences of the allocations made by this Article VI and hereby agrees to be bound by the

provisions of this Article VI in reporting its share of Company income and loss for income tax purposes. No Member shall report on its tax return any transaction by the Company, any amount allocated or distributed from the Company or contributed to the Company inconsistently with the treatment reported (or to be reported) by the Company on its tax return nor take a position for tax purposes that is inconsistent with the position taken by the Company.

(f) ***Modifications to Preserve Underlying Economic Objectives.*** If, in the opinion of counsel to the Company, there is a change in the Federal income tax law (including the Code as well as the Treasury Regulations, rulings, and administrative practices thereunder) which makes modifying the allocation provisions of this Article VI it necessary or prudent to preserve the underlying economic objectives of the Members as reflected in this Agreement, the Manager shall make the minimum modification necessary to achieve such purpose.

6.4 Allocation of Excess Nonrecourse Liabilities. "Excess nonrecourse liabilities" of the Company as used in Section 1.752-3(a)(3) of the Treasury Regulations shall first be allocated among the Member pursuant to the "additional method" described in such section and then in accordance with the manner in which the Manager expects the nonrecourse deductions allocable to such liabilities will be allocated.

6.5 Allocations in Respect of a Transferred Interest. Except as otherwise provided herein, amounts of Net Income, Net Loss and special allocations allocated to the Members shall be allocated among the appropriate Members in proportion to their respective Interests. If there is a change in any Member's Interest for any reason during any Fiscal Year, each item of income, gain, loss, deduction or credit of the Company for that Fiscal Year shall be assigned pro rata to each day in that Fiscal Year in the case of items allocated based on Interests, and the amount of such item so assigned to any such day shall be allocated to the Member based upon that Member's Interest at the close of that day. Notwithstanding the immediately preceding sentence, the net amount of gain or loss realized by the Company in connection with a sale or other disposition of property by the Company shall be allocated solely to the Members having Interests on the date of such sale or other disposition.

6.6 Allocations in Year of Liquidation Event. Notwithstanding anything else in this Agreement to the contrary, the parties intend for the allocation provisions of this Article VI to produce final Capital Account balances of the Members that will permit liquidating distributions to be made pursuant to the order set forth in Section 10.4. To the extent that the allocation provisions of this Article VI would fail to produce such final Capital Account balances, the Manager may elect, in its sole discretion, to (a) amend such provisions if and to the extent necessary to produce such result and (b) reallocate income and loss of the Company for prior open years (including items of gross income and deduction of the Company for such years) among the Members to the extent it is not possible to achieve such result with allocations of items of income (including gross income) and deduction for the current year and future years, as approved by the Manager. This Section 6.6 shall control notwithstanding any reallocation or adjustment of taxable income, taxable loss, or items thereof by the Internal Revenue Service or any other taxing authority. The Manager shall have the power to amend this Agreement without the consent of the other Members, as it reasonably considers advisable, to make the allocations and adjustments described in this Section 6.6. To the extent that the allocations and adjustments described in this Section 6.6 result in a reduction in the distributions that any Member will receive under this

Agreement compared to the amount of the distributions such Member would receive if all such distributions were made pursuant to the order set forth in Section 10.4, the Company may make a guaranteed payment (within the meaning of Section 707(c) of the Code) to such Member (to be made at the time such Member would otherwise receive the distributions that have been reduced) to the extent such payment does not violate the requirements of Sections 704(b) and 514(c)(9)(E) of the Code or may take such other action as reasonably determined by the Manager to offset such reduction.

ARTICLE VII

DISTRIBUTIONS

7.1 Distributions.

(a) ***Generally.*** The Company shall first use available assets to repay outstanding debts and obligations, if any, of the Company. Then, subject to paragraph 7.4, the Company shall make distributions, at such times and intervals as the Manager shall determine but, in no event, earlier than the expiration of the Lock-Up Period in respect of Portfolio Company Securities to be distributed in the following proportions and order of priority:

(i) First, 80% to the Class A Members and 20% to the Manager (as the Class B holder) until the capital account balance of the Class B Member equals zero

(ii) Next, 100% to the Class A Members until the capital account balances of the Class A Members equal to the capital account balance of the Class B Member

(iii) Next, 80% to the Class A Members and 20% to the Class B Member

(b) The Manager may, in its sole discretion, share with one or more Persons all or any portion of any distribution made to the Manager under paragraph 7.1(a)(ii). For the avoidance of doubt, any expenses relating to brokerage commissions, escrow fees, clearing and settlement charges, custodial fees, and any other costs relating to the transfer of Portfolio Company Securities or other assets to the Members following a Liquidity Event ("***Distribution Expenses***") shall be paid by the Company prior to any distributions to the Members. The amount of assets that are distributable to the Member's will be net of such expenses.

(c) ***Non-Cash Distributions.*** Whenever a Distribution provided for in this Section 7.1 shall be payable in property other than cash, the value of such Distribution shall be deemed to be the Fair Market Value of such property as determined in good faith by the Manager.

(d) ***Return of Distributions.*** Any Member receiving a Distribution in violation of the terms of this Agreement shall return such Distribution (or cash equal to the net fair value of any property so distributed, determined as of the date of distribution) promptly following the Member's receipt of a request therefor from the Manager or from any other Member. No third party shall be entitled to rely on the obligations to return Distributions set forth herein or to demand that the Company or any Member make any request for any such return.

7.2 Form of Distribution. Distributions pursuant to this Article VII will be comprised of (i) Portfolio Company Securities, and/or (ii) cash or other securities if and to the extent that, in connection with a Liquidity Event, the Company receives such cash, regular income or other securities in exchange for Portfolio Company Securities. Interim distributions will be made at such times as the Manager determines in its sole discretion. Notwithstanding the foregoing, no distribution of securities shall be made to any Member to the extent such Member would be prohibited by applicable law from holding such securities. Unless otherwise agreed to by the Manager, distributions to a Class A Member will be made to its respective brokerage account; provided that any cash distributions may, in the sole discretion of the Manager, be made, in whole or in part, to the account from which the attributable Capital Contribution was paid.

7.3 Liquidating Vehicle. In the event that, on the Outside Date, a Liquidity Event has not occurred, the Manager may appoint a third party liquidator or custodian at the expense of the Company and/or distribute the assets of the Company to a liquidating trust or Entity for the benefit of the Members (a "***Liquidating Vehicle***"). Interests in any Liquidating Vehicle shall generally be subject to terms comparable to Interests (including, for the avoidance of doubt, Distribution Expenses); provided that, in addition to other expenses contemplated hereunder, interests in a Liquidating Vehicle may be subject to actual expenses incurred in connection with the ongoing operations of the Liquidating Vehicle. The Manager or the Liquidating Trustee, in its sole discretion, may establish reserves for contingencies under this paragraph 7.3, including with respect to interests in any Liquidating Vehicle.

7.4 Amounts Withheld. Any amounts withheld with respect to a Member pursuant to any federal, state, local or foreign tax law from a Distribution by the Company to the Member shall be treated as paid or distributed, as the case may be, to the Member for all purposes of this Agreement. In addition, the Company may withhold from distributions amounts deemed necessary, in the sole discretion of the Manager, to be held in reserve for payment of accrued or foreseeable permitted expenses of the Company. Each Class A Member hereby agrees to indemnify and hold harmless the Company from and against any liability with respect to income attributable to or distributions or other payments to such Class A Member. Any other amount that the Manager determines is required to be paid by the Company to a taxing authority with respect to a Class A Member pursuant to any federal, state, local or foreign tax law in connection with any payment to or tax liability (estimated or otherwise) of the Class A Member shall be treated as a loan from the Company to such Class A Member. If such loan is not repaid within thirty (30) days from the date a Manager notifies such Member of such withholding, the loan shall bear interest from the date of the applicable notice to the date of repayment at a rate at the lesser of (a) the one-month LIBOR plus four percent (4%) or (b) the maximum legal interest rate under applicable law, compounded annually. In addition to all other remedies the Company may have, the Company may withhold Distributions that would otherwise be payable to such Member and apply such amount toward repayment of the loan and interest. Any payment made by a Class A Member to the Company pursuant to this Section 7.4 shall not constitute a Capital Contribution.

7.5 Member Giveback. Except as required by applicable law or Section 7.4, no Class A Member shall be required to repay to the Company any Class A Member or any creditor of the Company all or any part of the distributions made to such Class A Member.

7.6 No Creditor Status. A holder of Interest(s) shall not have the status of, and is not entitled to the remedies available to, a creditor of the Company with regard to distributions that such holder of Interest(s) becomes entitled to receive pursuant to this Agreement and the Act.

7.7 Limitations on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any holder of Interests on account of its interest in the Company if such distribution would violate the Act or other applicable law.

ARTICLE VIII

TRANSFERS

8.1 Transfers. Except as otherwise expressly provided in this Article VIII, no Class A Member may transfer all or any portion of its Interests without (i) providing the Manager with a written opinion of counsel regarding the compliance of the proposed transfer with all applicable securities laws and (ii) obtaining prior written approval of the Manager, which approval may be withheld in the Manager's sole and absolute discretion. Any attempted Transfer in violation of this Article VIII hereof shall be null and void *ab initio*, and shall not bind the Company.

8.2 Further Restrictions on Transfers. Notwithstanding anything herein to the contrary, in addition to any other restrictions on a Transfer of an Interest, no Interest may be Transferred (a) without compliance with the Securities Act of 1933, as amended, and any other applicable securities or "blue sky" laws, (b) if, in the determination of the Manager, the Transfer could result in the Company not being classified as a partnership for federal income tax purposes, (c) if, in the determination of the Manager, the Transfer could cause the Company to become subject to the Investment Company Act of 1940, (d) if, in the determination of the Manager, the Transfer would cause a termination of the Company under Section 708(b)(1)(B) of the Code that would have a material adverse effect on the Company, or (e) the transferee is a minor or incompetent.

8.3 Permitted Transfers. The restrictions upon Transfer specified in Section 8.1 and Section 8.2 shall not apply to any Transfer (a) by a Class A Member who is an individual to (i) such Class A Member's spouse, ex-spouse or domestic partner; (ii) such Class A Member's or Class A Member's spouse's lineal descendants; (iii) any family limited partnership or other entity controlled (which for this purpose shall require that such Class A Member own more than fifty percent (50%) of the equity securities of such entity) by such Class A Member, (iv) a trust established solely for the benefit of such Class A Member, Class A Member's spouse or lineal descendants without regard to age, and (v) from any such trust to the beneficiaries thereof; or (b) by a Class A Member to another Class A Member (each such transferee, a "***Permitted Transferee***"); *provided, however*, that each such Permitted Transferee (other than a Person who is already a Class A Member) pursuant to the foregoing clauses (a), (b) and (c) agrees in writing to become a party to this Agreement and to be subject to the terms and conditions hereof.

8.4 Admission of Transferee as a Class A Member. A Transfer permitted by the Manager shall only transfer the rights of an assignee as set forth in Section 8.6 unless (a) the transferee is a Class A Member or is admitted as a Class A Member and (b) payment to the

Company of a transfer fee in cash which is sufficient, in the Manager's sole determination, to cover all reasonable expenses incurred by the Company in connection with the Transfer and admission of the transferee as a Class A Member.

8.5 Involuntary Transfer of Interests. In the event of any involuntary transfer of Interests to a Person, such Person shall have only the rights of an assignee set forth in Section 8.6 with respect to such Interests.

8.6 Rights of Assignee. An assignee has no right to vote, receive information concerning the business and affairs of the Company and is entitled only to receive distributions and allocations attributable to the Interest held by the assignee as determined by the Manager and in accordance with this Agreement.

8.7 Enforcement. The restrictions on Transfer contained in this Agreement are an essential element in the ownership of an Interest. Upon application to any court of competent jurisdiction, a Manager shall be entitled to a decree against any Person violating or about to violate such restrictions, requiring their specific performance, including those prohibiting a Transfer of all or a portion of its Interests.

8.8 Death or Disability of a Class A Member. Upon the Disability or death of a Class A Member, such Class A Member shall cease to be a member of the Company and such disabled Member or the legal representative of such deceased Class A Member's estate (or the trustee of a living trust established by such deceased Class A Member if such Class A Member's Interests have been transferred to such trust) shall have the rights only of an assignee.

8.9 Compulsory Redemption. The Manager may, by notice to any Class A Member, force the sale of all or a portion of such Class A Member's Interest on such terms as the Manager determines to be fair and reasonable, or take such other action as it determines to be fair and reasonable in the event that the Manager determines or has reason to believe that: (i) such Class A Member has attempted to effect a Transfer of, or a Transfer has occurred with respect to, any portion of such Class A Member's Interest in violation of this Agreement; (ii) continued ownership of such Interest by such Member is reasonably likely to cause the Company to be in violation of securities laws of the United States or any other relevant jurisdiction or the rules of any self-regulatory organization applicable to the Manager or its Affiliates; (iii) continued ownership of such Interest by such Class A Member may be harmful or injurious to the business or reputation of the Company or the Manager, or may subject the Company or any Class A Members to a risk of adverse tax or other fiscal consequence, including without limitation, adverse consequence under ERISA; (iv) any of the representations or warranties made by such Member under this agreement or under any Subscription Agreement signed by such Class A Member in connection with the acquisition of an Interest was not true when made or has ceased to be true; (v) any portion of such Class A Member's Interest has vested in any other Person by reason of the bankruptcy, dissolution, incompetency or death of such Class A Member; or (vi) it would not be in the best interests of the Company, as determined by the Manager, for such Class A Member to continue ownership of its Interest.

ARTICLE IX

RECORDS, REPORTS AND TAXES

9.1 Books and Records. The Manager shall maintain all of the information required to be maintained by the Act at the Company's principal office, with copies available at all times during normal business hours for inspection and copying upon reasonable notice by any Class A Member or its authorized representatives for any purpose reasonably related to such Class A Member's status as a member, including as applicable:

(a) true and full information regarding the status of the business and financial condition of the Company;

(b) promptly after becoming available, a copy of the Company's federal, state and local income tax returns, if any, for each Fiscal Year;

(c) a current list of the full name and last known business, residence or mailing address of such Class A Member and each Manager;

(d) a copy of this Agreement and all amendments thereto, together with executed copies of (i) any powers of attorney and (ii) any other document pursuant to which this Agreement or any amendments thereto have been executed or have been deemed to be executed; and

(e) true and full information regarding the amount of cash contributed by such Class A Member and the date on which such Class A Member became a Class A Member.

9.2 Reports.

(a) *Governmental Reports*. The Company shall file all documents and reports required to be filed with any governmental agency in accordance with the Act.

(b) *Tax Reports*. The Company shall prepare and duly and timely file, at the Company's expense, all tax returns required to be filed by the Company. The Manager shall send or cause to be sent to each Member within ninety (90) days after the end of each Fiscal Year, or such later date as determined in the discretion of the Manager, such information relating to the Company as is necessary for the Member to complete its federal, state and local income tax returns that include such Fiscal Year.

9.3 Bank Accounts. All funds of the Company shall be deposited with banks or other financial institutions in such account or accounts of the Company as may be determined by the Manager and shall not be commingled with the funds of any other Person.

9.4 Tax Elections. Except as otherwise expressly provided herein, the Company shall make such tax elections as the Manager may determine.

9.5 Tax Matters Partner.

(a) ***Powers and Duties.*** The Tax Matters Partner shall have all of the powers and authority of a tax matters partner under the Code. The Tax Matters Partner shall represent the Company (at the Company's expense) in connection with all administrative and judicial proceedings by the Internal Revenue Service or any taxing authority involving any tax return of the Company, and may expend the Company's funds for professional services and costs associated therewith. The Tax Matters Partner shall provide to the Members prompt notice of any communication to or from or agreements with a federal, state or local authority regarding any return of the Company, including a summary of the provisions thereof.

(b) ***Designation of Tax Matters Partner.*** The Manager shall be the "tax matters partner" within the meaning of Code Section 6231(a)(7) (the "***Tax Matters Partner***"). The Tax Matters Partner shall take such action as may be necessary to cause each holder of Interests (to the extent permissible under applicable tax law) to become a "notice partner" within the meaning of Section 6231 of the Code. The Tax Matters Partner shall inform each holder of Interests of all significant matters that may come to its attention in its capacity as Tax Matters Partner by giving notice thereof on or before the fifth business day after becoming aware thereof and, within that time, shall forward to each holder of Interests copies of all significant written communications he may receive in that capacity. The Tax Matters Partner may take any action contemplated by Sections 6222 through 6232 of the Code, but this sentence does not authorize the Tax Matters Partner to take any action left to the determination of an individual partner under Section 6222 through 6232 of the Code. Notwithstanding anything to the contrary in this Agreement, the holders of Interests agree that an election under Section 754 of the Code shall be made by the Company upon the reasonable request of any holder of Interests.

9.6 Confidentiality. All books, records, financial statements, tax returns, budgets, business plans and projections of the Company, all other information concerning the business, affairs and properties of the Company and all of the terms and provisions of this Agreement shall be held in confidence by each Manager and Class A Member and their respective Affiliates, subject to any obligation to comply with (a) any applicable law, (b) any rule or regulation of any legal authority or securities exchange, (c) any subpoena or other legal process to make information available to the Persons entitled thereto or (d) the enforcement of such party's rights hereunder (or under any employment agreement with such Class A Member, if any) in any legal process, arbitration, as a Class A Member, Manager or employee, as applicable. Such confidentiality shall be maintained until such time, if any, as any such confidential information either is, or becomes, published or a matter of public knowledge (other than as a result of a breach of this Section 9.6); provided that each party recognizes that the privilege each has to maintain, in its sole discretion, the confidentiality of a communication relating to such transactions, including a confidential communication with its attorney or a confidential communication with a federally authorized tax practitioner under Section 7525 of the Code, is not intended to be affected by the foregoing provisions of this sentence. Notwithstanding anything to the contrary herein, no Class A Member shall be entitled to receive or review information regarding any other Class A Member of the Company.

ARTICLE X

DISSOLUTION AND LIQUIDATION

10.1 Dissolution. The Company shall be dissolved, its assets disposed of and its affairs wound up upon any of the following:

(a) the Outside Date;

(b) the final distribution of the net assets of the Company to the Members or a Liquidating Vehicle in accordance with paragraph 7.3;

(c) determination by the Manager in its sole discretion to dissolve the Company; or

(d) entry of a judicial decree of dissolution of the Company pursuant to the Act.

10.2 Date of Dissolution. Dissolution of the Company shall be effective on the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until the assets of the Company have been liquidated and distributed as provided herein. Prior to a dissolution pursuant to Paragraph 10.1, the Manager, in its sole discretion, may extend the period of time between the date of Closing and the Outside Date by unlimited successive one (1) year periods. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the rights and obligations of the Members, as such, shall continue to be governed by this Agreement.

10.3 Winding Up. Upon the occurrence of any event specified in Section 10.1, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, satisfying the claims of its creditors, and distributing any remaining assets in cash or in kind, to the Members in accordance herewith. The Liquidating Trustee shall be responsible for overseeing the winding up and liquidation of the Company and shall cause the Company to sell or otherwise liquidate all of the Company's assets except to the extent the Liquidating Trustee determines to distribute any assets to the Members in kind, discharge or make provision for all liabilities of the Company and all costs relating to the dissolution, winding up, and liquidation and distribution of assets, establish such reserves as may be necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company and shall be deemed income to the extent it ceases to be reserved), and distribute the remaining assets to the Members, in the manner specified in Section 10.4. The Liquidating Trustee shall be allowed a reasonable time for the orderly liquidation of the Company's assets and discharge of its liabilities, so as to preserve and upon disposition maximize, to the extent possible, the value of the Company's assets.

10.4 Liquidation. The Company's assets, or the proceeds from the liquidation thereof, shall be paid or distributed in the following order:

(a) first, to creditors to the extent otherwise permitted by applicable law in satisfaction of all liabilities and obligations of the Company, including expenses of the liquidation

(whether by payment or the making of reasonable provision for payment thereof), other than liabilities for which reasonable provision for payment has been made and liabilities, if any, for distribution to Members;

(b) next, to the establishment of such reserves for contingent liabilities of the Company as are deemed necessary by the Liquidating Trustee (other than liabilities for which reasonable provision for payment has been made and liabilities, if any, for distribution to Members and former Members under the Act);

(c) next, to Members and former Members in satisfaction of any liabilities for distributions under the Act, if any; and

(d) next, to the Members, on a pro rata basis in the order of priority set forth in paragraph 7.1(a).

10.5 Distributions in Kind. Any non-cash asset distributed to one or more Members shall first be valued by the Manager at its Fair Market Value to determine the Net Income, Loss and special allocations that would have resulted if that asset had been sold for that value, which amounts shall be allocated pursuant to Article VI, and the Members' Capital Accounts shall be adjusted to reflect those allocations. The amount distributed and charged to the Capital Account of each Member receiving an interest in the distributed asset shall be the Fair Market Value of such interest as determined in good faith by the Manager (net of any liability secured by the asset that the Member assumes or takes subject to).

10.6 No Liability. Notwithstanding anything herein to the contrary, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a negative Capital Account balance (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all Fiscal Years, including the Year in which such liquidation occurs), neither that Member nor any Manager shall have any obligation to make any contribution to the capital of the Company, and the negative balance of that Member's Capital Account shall not be considered a debt owed by that Member or any Manager to the Company or to any other Person for any purpose whatsoever; *provided, however*, that nothing in this Section 10.6 shall relieve any Member from any liability under any promissory note or other affirmative commitment such Member has made to contribute capital to the Company.

10.7 Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall be entitled to look only to the assets of the Company for Distributions (including Distributions in liquidation) and no Member, Manager or officer of the Company shall have any personal liability therefor.

10.8 Certificate of Cancellation; Articles of Dissolution. Upon completion of the winding up of the Company's affairs, the Manager shall file a Certificate of Cancellation, as applicable.

10.9 Conversion to a Trust. In the event that, on the date of the Ten Year Anniversary, a Liquidity Event has not occurred, the Manager may appoint a third party liquidator or custodian at the expense of the Company and/or distribute the assets of the Company to a liquidating trust or Entity for the benefit of the Members (a "***Liquidating Vehicle***"). Interests in any Liquidating

Vehicle shall generally be subject to terms comparable to Interests (including, for the avoidance of doubt, Distribution Expenses); provided that, in addition to other expenses contemplated hereunder, interests in a Liquidating Vehicle may be subject to actual expenses incurred in connection with the ongoing operations of the liquidating vehicle. The manager or the liquidating trustee, in its sole discretion, may establish reserves for contingencies under this paragraph 10.9, including with respect to interests in any liquidating vehicle.

ARTICLE XI

LIMITATION OF LIABILITY; STANDARD OF CARE; INDEMNIFICATION

11.1 Limitation of Liability. The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member, Manager, Tax Matters Partner or officer of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being an Member, Manager, Tax Matters Partner or officer.

11.2 Standard of Care. No Manager, Class A Member, Tax Matters Partner or officer of the Company shall have any personal liability whatsoever to the Company, any Member, Affiliate of the Company or any Affiliate of any Member on account of such Person's status as Manager, Member, Tax Matters Partner or officer of the Company or by reason of such Person's acts or omissions in connection with the conduct of the business of the Company so long as such Person acts in good faith for a purpose which the Person reasonably believes to be in, or not opposed to, the best interests of the Company; *provided, however*, that nothing contained herein shall protect any such Person against any liability to which such Person would otherwise be subject by reason of (a) any act or omission of such Person that involves actual fraud or willful misconduct or (b) any transaction from which such Person or its Affiliate derives any improper personal benefit.

11.3 Indemnification. The Company shall indemnify and hold harmless any Person made, or threatened to be made, a party to an action or proceeding, whether civil, criminal or investigative (a "***Proceeding***"), including an action by or in the right of the Company, by reason of the fact that such Person was or is a Manager, a Tax Matters Partner or an officer of the Company, an Affiliate of a Manager, or an officer, director, shareholder, partner, member, employee or manager of any of the foregoing, from and against all judgments, fines, amounts paid in settlement and reasonable expenses (including investigation, accounting and attorneys' fees) incurred as a result of such Proceeding, or any appeal therein (and including indemnification against active or passive negligence or breach of duty), if such Person acted in good faith, for a purpose which the Person reasonably believed to be in, or not opposed to, the best interests of the Company and, in a criminal Proceeding, in addition, such Person had no reasonable cause to believe that his conduct was unlawful; *provided, however*, that nothing contained herein shall permit any Person to be indemnified or held harmless if and to the extent that the liability sought to be indemnified or held harmless against results from (a) any act or omission of such Person that is determined by the final non-appealable judgment of a court of competent jurisdiction to involve actual fraud, gross negligence or willful misconduct or (b) any transaction from which such Person derived improper personal benefit. The termination of any such civil or criminal Proceeding by judgment, settlement, conviction or upon a plea of guilty or *nolo contendere*, or its equivalent,

shall not in itself create a presumption that any such Person did not act in good faith, for a purpose which he reasonably believed to be in, or not opposed to, the best interests of the Company or that he had reasonable cause to believe that his conduct was unlawful. The Company's indemnification obligations hereunder shall survive the termination of the Company. Each indemnified Person shall have a claim against the net assets of the Company for payment of any indemnity amounts from time to time due hereunder, which amounts shall be paid or properly reserved for prior to the making of Distributions by the Company to the Members.

11.4 Contract Right; Expenses. The right to indemnification conferred in this Article XI shall be a contract right. Each Manager's, Tax Matters Partner's, and officer's right to indemnification hereunder shall include the right to require the Company to advance the expenses incurred by the indemnified Person in defending any such Proceeding in advance of its final disposition subject to an understanding to return the amount so advanced if it is ultimately determined that the indemnified Person has not met the standard of conduct required for indemnification.

11.5 Nonexclusive Right. The right to indemnification and the payment of expenses incurred in defending a Proceeding in advance of its final disposition conferred in this Article XI shall not be exclusive of any other right which any Person may have or hereafter acquire under any statute or agreement, or under any insurance policy obtained for the benefit of any Manager, Tax Matters Partner or officer of the Company.

11.6 Severability. If any provision of this Article XI is determined to be unenforceable in whole or in part, such provision shall nonetheless be enforced to the fullest extent permissible, it being the intent of this Article XI to provide indemnification to all Persons eligible hereunder to the fullest extent permitted by applicable law.

11.7 Insurance. The Manager may cause the Company to purchase and maintain insurance on behalf of any Person (including any Manager, Tax Matters Partner or officer of the Company) who is or was an agent of the Company against any liability asserted against that Person and incurred by that Person in any such capacity.

ARTICLE XII

REPRESENTATIONS, WARRANTIES AND COVENANTS

12.1 Representations and Warranties of the Class A Members. Each Class A Member is fully aware that (i) the Company and the Manager are relying upon the exemption from registration provided by Section 4(a)(2) of the 1933 Act and Regulation D promulgated thereunder, and (ii) the Company will not register as an investment company under the Investment Company Act, by reason of the provisions of Section 3(c)(1) thereof that exclude from the definition of "investment company" any issuer that is beneficially owned by not more than 100 investors and that is not making a public offering of its securities. Each Class A Member also is fully aware that the Company and the Manager are relying upon the truth and accuracy of the following representations by each of the Class A Members and in the representations made in its

respective Subscription Agreement. Each of the Class A Members hereby represents, warrants and covenants to the Manager and the Company that:

(a) In the case of any Entity, it has been duly formed and is validly existing and in good standing under the laws of its jurisdiction of organization with full power and authority to enter into and to perform this Agreement in accordance with its terms or (ii) in the case of an individual, he or she has the full legal capacity to enter into and to perform this Agreement in accordance with its terms;

(b) This Agreement is a legal, valid and binding obligation of such Class A Member, enforceable against such Class A Member in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights, and subject, as to enforceability, to the effect of general principles of equity;

(c) Its Interest is being acquired for its own account, for investment and not with a view to the distribution or sale thereof, subject, however, to any requirement of law that the disposition of its property shall at all times be within its control;

(d) It is an Accredited Investor or Non-Accredited Investor;

(e) It is not a participant-directed defined contribution plan;

(f) It is not an ***"investment company"*** registered under the Investment Company Act;

(g) If it is a ***"benefit plan investor"*** under Section 3(42) of ERISA, it has identified itself as the same in writing to the Manager, its purchase and holding of its Interest is permissible under the documents governing the investment of its assets and under ERISA and the Code;

(h) It will conduct its business and affairs (including its investment activities) in a manner such that it will be able to honor its obligations under this Agreement;

(i) It understands and acknowledges that the investments contemplated by the Company involve a high degree of risk. The Class A Member, or its management, has substantial experience in evaluating and investing in Portfolio Company Securities and is capable of evaluating the merits and risks of its investments and has the capacity to protect its own interests. The Class A Member, by reason of its, or its management's, business or financial experience, has the capacity to protect its own interests in connection with proposed investments. The Class A Member has sufficient resources to bear the economic risk of any investments made, including any diminution in value thereof, and shall solely bear the economic risk of any investment;

(j) It has undertaken its own independent investigation, and formed its own independent business judgment, based on its own conclusions, as to the merits of the Portfolio Company Securities and investing in the Company. The Class A Member is not relying and has not relied on the Manager or any of their Affiliates for any evaluation or other investment advice in respect of the Portfolio Company Securities or the advisability of investing in the Company and

has had all questions answered and requests fulfilled that the Class A Member has deemed to be material to the Class A Member's decision to invest in the Company; and

(k) It has had the opportunity to consult with legal counsel of its choice and has read and understands this Agreement and the Subscription Agreement and the Company's confidential private placement memorandum.

12.2 Derivative Transactions.

No holder of Interests may, without the prior written consent of the Manager (which may be granted, withheld, conditioned or delayed in its sole discretion), directly or indirectly, (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise assign, transfer or dispose of any Interests or Portfolio Company Securities, or publicly disclose the intention to make any such offer, sale, pledge or disposition, or (ii) engage in any short selling of any Interests or Portfolio Company Securities.

12.3 Further Instruments. Each Class A Member shall furnish, from time to time, to the Manager within five calendar days after receipt of the Manager's request therefor (or such other amount of time as specified by the Manager) such further instruments (including any designations, representations, warranties, and covenants), documentation and information as the Manager deems to be reasonably necessary, appropriate or convenient: (i) to facilitate the Closing or satisfy any Closing Conditions; (ii) to satisfy applicable anti-money laundering requirements; (iii) for any tax purpose; or (iv) for any other purpose that is consistent with the terms of this Agreement.

ARTICLE XIII

POWER OF ATTORNEY

13.1 Each Class A Member, by its execution hereof, hereby irrevocably makes, constitutes and appoints each of the Manager and the Liquidating Trustee, if any, in such capacity as Liquidating Trustee for so long as it acts as such (each is hereinafter referred to as the "***Attorney***"), as its true and lawful agent and attorney-in-fact, with full power of substitution and full power and authority in its name, place and stead, to make, execute, sign, acknowledge, swear to, record and file (i) this Agreement and any amendment to this Agreement that has been adopted as herein provided; (ii) the original Certificate of Formation and all amendments thereto required or permitted by law or the provisions of this Agreement; (iii) all instruments or documents required to effect a transfer of Interest; (iv) all certificates and other instruments deemed advisable by the Manager or the Liquidating Trustee, if any, to carry out the provisions of this Agreement, and applicable law or to permit the Company to become or to continue as a limited liability company wherein the Class A Members have limited liability in each jurisdiction where the Company may be doing business; (v) all instruments that the Manager or the Liquidating Trustee, if any, deems appropriate to reflect a change, modification or termination of this Agreement or the Company in accordance with this Agreement including, without limitation, the admission of additional Class

A Members or substituted members pursuant to the provisions of this Agreement, as applicable; (vi) all fictitious or assumed name certificates required or permitted to be filed on behalf of the Company; (vii) all conveyances and other instruments or papers deemed advisable by the Manager or the Liquidating Trustee, if any, including, without limitation, those to effect the dissolution and termination of the Company (including a Certificate of Cancellation); (viii) all other agreements and instruments necessary or advisable to consummate any purchase or sale of Portfolio Company Securities; and (ix) all other instruments or papers that may be required or permitted by law to be filed on behalf of the Company.

13.2 The foregoing power of attorney:

a. is coupled with an interest, shall be irrevocable and shall survive and shall not be affected by the subsequent death, disability or Incapacity of any Class A Member or any subsequent power of attorney executed by a Member;

b. may be exercised by the Attorney, either by signing separately as attorney-in-fact for each Class A Member or by a single signature of the Attorney, acting as attorney-in-fact for all of them;

c. shall survive the delivery of an assignment by a Class A Member of all or any portion of its Interest; except that, where the assignee of all of such Class A Member's Interest has been approved by the Manager for admission to the Company, as a Substituted Member, the power of attorney of the assignor shall survive the delivery of such assignment for the sole purpose of enabling the Attorney to execute, swear to, acknowledge and file any instrument necessary or appropriate to effect such substitution; and

d. is in addition to any power of attorney that may be delivered by a Class A Member in accordance with its Subscription Agreement entered into in connection with its acquisition of Interest.

13.3 Each Class A Member shall execute and deliver to the Manager within five (5) days after receipt of the Manager's request therefor such further designations, powers-of-attorney and other instruments as the Manager reasonably deems necessary to carry out the terms of this Agreement.

ARTICLE XIV

MISCELLANEOUS

14.1 Amendments. This Agreement is subject to amendment only with the written Consent of the Manager and the Members holding a majority of the outstanding equity interests of the Company; *provided, however,* that no amendment to this Agreement may:

(a) Modify the limited liability of a Member; modify the indemnification and exculpation rights of the parties that are expressly indemnified in this Agreement ("***Indemnified Parties***"); or increase in any material respect the liabilities or responsibilities of, or diminish in

any material respect the rights or protections of, any Member under this Agreement, in each case, without the Consent of each such affected Member or Indemnified Party, as the case may be;

(b) Alter the interest of any Member in income, gains and losses or amend any portion of Article IV without the Consent of each Member adversely affected by such amendment; *provided, however,* that the admission of additional Members in accordance with the terms of this Agreement shall not constitute such an alteration or amendment;

(c) Amend any provisions hereof that require the Consent, action or approval of Members without the Consent of such Members; or

(d) Amend or waive any provision of this paragraph 14.1.1 or paragraph 5.1(d).

(e) Notwithstanding the limitations of paragraph 14.1.1, ministerial or administrative amendments as may in the discretion of the Manager be necessary or appropriate and such amendments as may be required by law may be made from time to time without the Consent of any of the Class A Members; *provided, however,* that no amendment shall be adopted pursuant to this paragraph 13.1.2 unless such amendment would not alter, or result in the alteration of, the limited liability of the Class A Members or the status of the Company as a "partnership" for federal income tax purposes.

(f) Upon the adoption of any amendment to this Agreement, the amendment shall be executed by the Manager and, if required, shall be recorded in the proper records of each jurisdiction in which recordation is necessary for the Company to conduct business. Any such adopted amendment may be executed by the Manager on behalf of the Class A Members pursuant to the power of attorney granted in paragraph 12.1.

14.2 Offset Privilege. The Company may offset against any monetary obligation owing from the Company to any Class A Members or Manager any monetary obligation then owing from that Class A Member or Manager to the Company; *provided, however*, that such offset right shall only apply to any monetary obligation owed to such Member or Manager in their capacity as a Member or Manager.

14.3 Notices.

(a) Any notice or other communication (collectively, "notice") to be given to the Company, the Manager or any Class A Member in connection with this Agreement shall be in writing and shall be delivered or mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail or otherwise delivered by hand or messenger.

(b) Each Class A Member hereby acknowledges that the Manager shall be entitled to transmit to such Member exclusively by e-mail (or other means of electronic messaging) all notices, correspondence and reports, including without limitation such Class A Member's Schedule K-1s.

(c) Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given upon the earlier of (i) receipt, (ii) when delivered in person, (iii) when dispatched by electronic facsimile transfer or electronic mail at the number or address set forth below, (iv) one (1) business day after having been dispatched by a nationally recognized overnight courier service if receipt is evidenced by a signature of a person regularly employed or residing at the address set forth below for such party or (v) three (3) business days after being sent by registered or certified mail, return receipt requested, postage prepaid. Any such notice must be given, if (x) to the Company, to the Company's principal place of business, facsimile number or email address, to the attention of the Chief Executive Officer, or if no Chief Executive Officer, a Manager and (y) to any Class A Member or Manager, to such Class A Member's or Manager's address or number specified on **Schedule A** hereto or in the records of the Company. Any party may by notice pursuant to this Section 14.3 designate any other address as the new address to which notice to such Person must be given.

14.4 Waiver. No course of dealing or omission or delay on the part of any party in asserting or exercising any right hereunder shall constitute or operate as a waiver of any such right. No waiver of any provision hereof shall be effective, unless in writing and signed by or on behalf of the party to be charged therewith. No waiver shall be deemed a continuing waiver or future waiver or waiver in respect of any other breach or default, unless expressly so stated in writing.

14.5 Governing Law. This agreement shall be construed, performed and enforced in accordance with the laws of the State of Delaware, without giving effect to its conflict of laws principles to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.

14.6 Dispute Resolution.

(a) ***General Dispute Resolution.*** Any dispute, controversy or Claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration, before three arbitrators, administered by the American Arbitration Association under and in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

(b) ***Location.*** Any arbitration shall be held in the Arbitration Location.

(c) ***Costs.*** Each of the parties shall equally bear any arbitration fees and administrative costs associated with the arbitration. The prevailing party, as determined by the arbitrators, shall be awarded its costs and reasonable attorneys' fees incurred in connection with the arbitration.

(d) ***Consent to Jurisdiction.*** Each of the parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any Arbitration Location, for recognition or enforcement of any award determined pursuant to this Section 14.6.

14.7 Remedies. In the event of any actual or prospective breach or default of this Agreement by any party, the other parties shall be entitled to seek equitable relief, including remedies in the nature of injunction and specific performance (without being required to post a bond or other security or to establish any actual damages). In this regard, the parties acknowledge

that they will be irreparably damaged in the event this Agreement is not specifically enforced, since (among other things) the Interests are not readily marketable. All remedies hereunder are cumulative and not exclusive, may be exercised concurrently and nothing herein shall be deemed to prohibit or limit any party from pursuing any other remedy or relief available at law or in equity for any actual or prospective breach or default, including the recovery of damages.

14.8 Severability. The provisions hereof are severable and in the event that any provision of this Agreement shall be determined to be illegal, invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof shall not be affected, but shall, subject to the discretion of such court, remain in full force and effect, and any illegal, invalid or unenforceable provision shall be deemed, without further action on the part of the parties, amended and limited to the extent necessary to render such provision, as so amended and limited, legal, valid and enforceable, it being the intention of the parties that this Agreement and each provision hereof shall be legal, valid and enforceable to the fullest extent permitted by applicable law.

14.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A facsimile, PDF or DocuSign (or similar service) signature shall be deemed an original. All parties hereto hereby consent to transact business with the Company and each of the other parties hereto via electronic signature (including via DocuSign or similar service). Each party hereto understands and agrees that their signature page may be disassembled herefrom and attached to the final version of this Agreement (which version shall be distributed to such parties prior to any applicable closing).

14.10 IRS Circular 230 disclosure.

Any discussion of United States federal tax issues contained in the Subscription Documents or concerning the Subscription and the Company, by the Company, Manager and their respective counsel, is not intended or written to be relied on by the other for purpose of avoiding penalties imposed under the Internal Revenue Code. Each party should seek advice from an independent tax adviser based on their particular circumstances.

14.11 Further Assurances. Each Party shall promptly execute, deliver, file or record such agreements, instruments, certificates and other documents and take such other actions as the Manager may reasonably request or as may otherwise be necessary or proper to carry out the terms and provisions of this Agreement and to consummate and perfect the transactions contemplated hereby.

14.12 Assignment. Except as otherwise provided herein, this Agreement, and any right, interest or obligation hereunder, may not be assigned by any party without the prior written consent of the Company and set forth in Article VIII hereof. Any purported assignment without such consent shall be *ab initio* null and void and without effect.

14.13 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns. This

Agreement is not intended, and shall not be deemed, to create or confer any right or interest for the benefit of any Person not a party to this Agreement.

14.14 Titles and Captions. The titles and captions of the Articles and Sections of this Agreement are for convenience of reference only and do not in any way define or interpret the intent of the parties or modify or otherwise affect any of the provisions hereof and shall not have any effect on the construction or interpretation of this Agreement.

14.15 Construction. This Agreement shall not be construed against any party by reason of such party having caused this Agreement to be drafted.

14.16 Entire Agreement. This Agreement constitutes the entire understanding and agreement among the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating thereto (written or oral).

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned has executed this Operating Agreement effective as of the date first set forth above.

COMPANY:

HARVEST INVEST – 089, LLC, a Delaware Limited Liability Company

By: HARVEST RETURNS, INC.
Its: Manager

By: _____
Name: Chris Rawley
Its: Manager

By: _____
Name: Austin Maness
Its: Manager

EXHIBIT D

UNIT PURCHASE AND SUBSCRIPTION AGREEMENT

This Unit Purchase and Subscription Agreement (this "Agreement") dated effective as of January ___, 2026 (the "Effective Date") is by and between Chicago Wet Storage, LLC, an Illinois limited liability company (the "Company"), and the undersigned investor (the "Purchaser"). Capitalized terms used in this Agreement that are not defined herein, have the meanings given such terms in the Company's Operating Agreement (as defined below).

RECITALS

WHEREAS, the Company desires to sell XXX (XXX) Units (the "Units") in the Company to the Purchaser in accordance with the Company's Amended and Restated Operating Agreement, dated as of April ___, 2024, a copy of which is attached hereto as Exhibit A (the "Operating Agreement") at a price of XXX, for a total of $XXXXX (the "Purchase Price"). As of the Effective Date, the Units represent X percent (X%) of the Company's outstanding units on a fully diluted basis.

WHEREAS, the Company intends to use the proceeds of the offering to fund and operate the business of the Company; and

WHEREAS, on the terms and subject to the conditions set forth herein, the Purchaser is willing to purchase from the Company, and the Company is willing to sell to the Purchaser the Units, as provided herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, and the representations, warranties, and conditions set forth below, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The Sale.

(a) Sale. Subject to the terms of this Agreement, the Purchaser shall purchase at the Closing, and the Company shall sell and issue to the Purchaser at the Closing, the Units for the Purchase Price.

(b) Closing. The issuance, sale, and purchase of the Units will take place remotely via the exchange of documents, signatures, and funds at such time and place as the Company reasonably designates (the "Closing").

(c) Use of Funds. The Company will use the funds from the sale of the Units to invest in the business and operations of the Company, to pay for costs related to this transaction, and to fund other expenses of the Company.

2. Representations and Warranties of the Company. The Company represents and warrants to Purchaser, as of the Closing (unless otherwise indicated), as follows:

(a) Due Organization, Qualification, etc. The Company (i) is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois; (ii) has the power and authority to own, manage, and operate its properties and carry on its activities as now conducted; and (iii) is duly qualified to do business and in good standing as a foreign limited liability company in each jurisdiction where the failure to be so qualified or licensed would reasonably be expected to have a material adverse effect on the Company.

(b) Authority. The execution, delivery and performance by the Company of this Agreement and the Company's Operating Agreement (the Operating Agreement together with this Agreement being the "Transaction Documents") and the consummation of the transactions contemplated hereby and thereby (i) are within the power of the Company and (ii) have been duly authorized by all necessary actions on the part of the Company.

(c) Capitalization. Except as provided in the Operating Agreement, as of the Closing, there are no options, warrants, or other rights, agreements, arrangements, commitments, units, membership interests or other equity interests outstanding with respect to the Company or that obligate the Company to issue or sell any equity ownership interests or securities in the Company.

(d) Enforceability. Each Transaction Document has been, or will be, duly executed and delivered by the Company and constitutes, or will constitute, a legal, valid and binding obligation of the Company, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(e) Rule 506 Disqualification Event. To the knowledge of the Company, no officer or manager of the Company and no member who owns twenty percent (20%) or more of the Company (a "Covered Person") (i) has been convicted in a criminal proceeding (excluding minor traffic violations) or (ii) is or has been subject to any judgment or order of, the subject of any pending civil or administrative action by the Securities and Exchange Commission or any self-regulatory organization. No "Bad Actor" disqualifying event described in Rule 506(d)(1)(i) to (viii) of the Securities Act ("Disqualification Event") is applicable to the Company or any Covered Person, except for a Disqualification Event as to which Rule 506(d)(2)(ii-iv) or (d)(3), is applicable.

3. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Company as of the applicable Closing as follows:

(a) Binding Obligation. The Purchaser has full legal capacity, power and authority to execute and deliver the Transaction Documents and to perform its obligations hereunder and thereunder. Each of the Transaction Documents represents a valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. The Purchaser further acknowledges

that this Agreement (including any subsequent joinder) is not binding on the Company until accepted in writing by the Company.

(b) Securities Law Compliance. The Purchaser has been advised that the Units have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws and, therefore, cannot be resold unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available. The Purchaser is aware that the Company is under no obligation to effect any such registration with respect to the Units or to file for or comply with any exemption from registration. The Purchaser understands that no public market now exists for the Units, and that the Company has made no assurances that a public market will ever exist for the Units. The Purchaser has not been formed solely for the purpose of making this investment and is purchasing the Units to be acquired by the Purchaser hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof. The Purchaser has such knowledge and experience in financial and investment matters that the Purchaser is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment and is able to bear the economic risk of such investment for an indefinite period of time. **The Purchaser is an "accredited investor" or "sophisticated investor" as such term is defined in Rule 501 of Regulation D under the Securities Act and has truly and correctly provided information on the signature page hereto.**

(c) Access to Information. The Purchaser acknowledges that the Company has given the Purchaser access to certain records and accounts of the Company, including without limitation, certain projections regarding the Company's potential financial prospects and has made its managers, officers and representatives available to discuss the Company's activities, management, financial affairs and the terms and conditions of this Offering, and has furnished the Purchaser with all documents and other information requested by the Purchaser in order to make an informed decision with respect to the purchase of the Units. The Purchaser also acknowledges that it has received and reviewed certain documents provided by the Company related to this Offering, including without limitation the Operating Agreement (collectively, the "Overview Documents"). The Purchaser acknowledges that the Overview Documents do not contain all of the information necessary to evaluate a possible investment in the Company and the Purchaser acknowledges that it is responsible for making his, her or its own investigation into the risks and merits of an investment in the Company and for evaluating the accuracy of the information set forth in the Overview Documents. The Company is not making any representations or warranties other than those expressly set forth in this Agreement including any representations or warranties regarding the accuracy of the information set forth in the Overview Documents. The Purchaser acknowledges that the Company has not delivered, and has not been requested to deliver, to the Purchaser a private placement or similar memorandum or any written disclosure of any type.

(d) Forward-Looking Statements. THE OVERVIEW DOCUMENTS WERE PREPARED IN GOOD FAITH; HOWEVER, THE PURCHASER UNDERSTANDS THAT THE OVERVIEW DOCUMENTS MAY CONTAIN FORWARD-LOOKING STATEMENTS AND THAT THE COMPANY DOES NOT WARRANT THAT THE RESULTS SET FORTH IN ANY FORWARD-LOOKING STATEMENTS CONTAINED THEREIN SHALL BE ACHIEVED.

STATEMENTS OTHER THAN STATEMENTS OF HISTORICAL FACT CONSTITUTE FORWARD-LOOKING STATEMENTS AND CAN BE IDENTIFIED BY USE OF THE WORDS "WILL," "PLANS," "INTENDS," "EXPECTS," "ESTIMATES", "PROJECTS" AND "BELIEVES" AND SIMILAR WORDS AND PHRASES. SUCH STATEMENTS MAY INCLUDE, WITHOUT LIMITATION, PROJECTIONS OF REVENUES, INCOME, OR LOSS, CAPITAL EXPENDITURES, PLANS FOR FUTURE OPERATIONS OR DEVELOPMENT, FINANCING NEEDS OR PLANS, AS WELL AS ASSUMPTIONS RELATING TO THE FOREGOING. THE COMPANY UNDERTAKES NO OBLIGATION TO UPDATE OR REVISE ANY FORWARD-LOOKING STATEMENTS, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE. FORWARD-LOOKING STATEMENTS ARE INHERENTLY SUBJECT TO RISKS AND UNCERTAINTIES, SOME OF WHICH CANNOT BE PREDICTED OR QUANTIFIED. FUTURE EVENTS AND ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE SET FORTH IN, CONTEMPLATED BY, OR UNDERLYING THE FORWARD-LOOKING STATEMENTS. STATEMENTS IN THE OVERVIEW DOCUMENTS AND ANY OTHER ACCOMPANYING DOCUMENTS DESCRIBE FACTORS, AMONG OTHERS, THAT COULD CONTRIBUTE TO OR CAUSE SUCH DIFFERENCES. WHILE THE COMPANY BELIEVES ANY FORWARD-LOOKING STATEMENTS, INCLUDING, WITHOUT LIMITATION, FINANCIAL PROJECTIONS, TO BE REASONABLE, THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL TURN OUT TO BE ACCURATE AND RELIABLE AND PAST AND FUTURE RESULTS MAY BE MATERIALLY DIFFERENT FROM THE RESULTS SET FORTH IN OR SUGGESTED BY SUCH STATEMENTS.

(e) No Conflict. The execution, delivery and performance by the Purchaser of this Agreement will not conflict with, result in a breach of or constitute a default under any of the terms, conditions or provisions of (i) any applicable law, rule, regulation, order, writ, injunction or decree of any court or governmental authority, (ii) in the case of the Purchaser that is not an individual, its governing documents, or (iii) any agreement or arrangement to which the Purchaser or any of the Purchaser's Affiliates is a party or that is binding upon the Purchaser or any of the Purchaser's Affiliates or any of its or their property or assets.

(f) Review of Operating Agreement; Unit Transfer Restrictions. The Purchaser has reviewed this Agreement and the Operating Agreement and understands and agrees that such Purchaser's Units are subject to certain transfer restrictions.

(g) Purpose of Investment. In acquiring the Units, the Purchaser represents and warrants that the Purchaser is acquiring such Units for the Purchaser's own account for investment and not with a view to its sale or distribution. The Purchaser further represents and warrants that neither the Company nor its managers or other members has made any guaranty, promise or representation upon which the Purchaser has relied concerning the possibility or probability of profit or loss as a result of its acquisition of the Units in the Company.

(h) Access to Information. The Purchaser hereby: (i) acknowledges that the Purchaser has received all the information it has requested from the Company that the Purchaser considers necessary or appropriate for deciding whether to acquire the Units, (ii) represents that

the Purchaser has had an opportunity to ask questions and receive answers from the Company and its managers or other members regarding the terms and conditions of the sale of the Units and to obtain any additional information necessary to verify the accuracy of the information given such Purchaser, (iii) acknowledges that the Purchaser did not receive any information regarding the Company on an unsolicited basis or by means of a general solicitation, and (iv) further represents that the Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risk of acquiring the Units.

(i) Tax Advisors. The Purchaser has reviewed with the Purchaser's own tax advisors the U.S. federal, state, local and foreign tax consequences of this investment and the transactions contemplated in the Overview Documents and by the Transaction Documents. With respect to such matters, the Purchaser relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. The Purchaser understands that it (and not the Company) shall be responsible for the Purchaser's own tax liability that may arise as a result of this investment or the transactions contemplated in the Overview Documents and by the Transaction Documents.

(j) Foreign Persons. If the Purchaser is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the Purchaser hereby represents that the Purchaser has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Units or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Units, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Units. The Purchaser's subscription and payment for and continued beneficial ownership of the Units will not violate any applicable securities or other laws of the Purchaser's jurisdiction.

(k) Finder's Fees. The Purchaser neither is nor will be obligated for any finder's or broker's fee or commission or compensation in the nature of a finder's or broker's fee or commission in connection with this Offering or holding membership interests in the Company. The Purchaser agrees to indemnify and to hold harmless the Company for, from and against any liability for any finder's or broker's fee or commission or compensation in the nature of a finder's or broker's fee or commission arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which Purchaser or any of its officers, employees, or representatives is responsible.

(l) Representation by Counsel. The Purchaser has been represented by counsel of his, her or its own choosing or had an opportunity to be so represented. The Purchaser has, personally or by and through its duly authorized representatives, read the Transaction Documents and all exhibits thereto. The Purchaser is fully aware of the contents and legal effect of the Transaction Documents. The paragraphs contained herein recite the sole consideration for this Agreement, that all of any agreements, expectations and understandings are embodied and expressed herein and that the Purchaser enters into this Agreement freely, without coercion and based upon its own judgment and not in reliance upon any representations or promises made by

the management, or any member of the management of the Company, other than those contained herein.

4. Survival. The representations and warranties set forth in Sections 2 and 3 hereof shall survive the execution of this Agreement.

5. Conditions to Closing of the Purchaser. The Purchaser's obligations hereunder are subject to the fulfillment, on or prior to the applicable Closing, of all of the following conditions, any of which may be waived in whole or in part by the Purchaser:

(a) Representations and Warranties. The representations and warranties made by the Company in Section 2 hereof shall be true and correct as of the Closing.

(b) Proceedings and Documents. All Company and other proceedings in connection with the transactions contemplated at the Closing and all documents and instruments incident to such transactions shall be reasonably satisfactory in substance and form to the Purchaser.

(c) Transaction Documents. The Company shall have duly executed and delivered to the Purchaser the Transaction Documents (which, for the avoidance of doubt, shall include a Joinder Agreement to the Operating Agreement).

6. Conditions to Obligations of the Company. The Company's obligations hereunder are subject to the fulfillment, on or prior to the applicable Closing, of all of the following conditions, any of which may be waived in whole or in part by the Company:

(a) Representations and Warranties. The representations and warranties made by the Purchaser in Section 3 hereof shall be true and correct as of the Closing.

(b) Governmental Approvals and Filings. Except for any notices required or permitted to be filed after the Closing with certain federal and state securities commissions, the Company shall have obtained all governmental approvals required in connection with the lawful sale and issuance of the Units.

(c) Purchase Price. The Purchaser shall have delivered to the Company the Purchase Price in respect of the Units being purchased by the Purchaser.

(d) Transaction Documents. The Purchaser shall have duly executed and delivered to the Company the Transaction Documents (which, for the avoidance of doubt, shall include a Joinder Agreement to the Operating Agreement) and any other document the Company deems necessary in order to effectuate the transactions contemplated by the Transaction Documents.

7. Risk Factors.

(a) The Purchaser recognizes that an investment in the Company is speculative and entails a high degree of risk, including a risk of the loss of the Purchaser's entire investment in the Units.

(b) A Purchaser that is a tax-exempt party (such as a charitable organization, pension plan, profit-sharing or stock bonus plan, individual retirement account (IRA) or the like) should expect to incur unrelated business taxable income by reason of its investment in the Company. Accordingly, this investment may not be suitable for tax-exempt parties and each tax-exempt party is urged to seek independent advice from its tax advisors regarding the tax consequences of an investment in the Units.

8. Additional Provisions.

(a) Waivers and Amendments. Any amendment to this Agreement must be in writing, identified as an amendment to this Agreement, and signed by the Company and the Purchaser. Any waiver of a right of the Company must be signed by the Company and any waiver of a right of the Purchaser must be signed by the Purchaser. A party may waive a provision on such party's own behalf, without the consent of any other party. Any amendment or waiver effected in accordance with this section is binding on all parties hereto to which the subject matter of the amendment or waiver applies.

(b) Governing Law and Jurisdiction. This Agreement and all actions arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of law provisions of the State of Illinois or of any other state. This Agreement and all actions arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Illinois, and the Purchaser expressly consents to such jurisdiction and waives any objection to such jurisdiction.

(c) Successors and Assigns. Subject to the restrictions on transfer of Units described in the Operating Agreement, the rights and obligations of the Company and the Purchaser hereunder shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

(d) Entire Agreement; Recitals. The Transaction Documents constitute and contain the entire agreement among the Company and the Purchasers and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof. The recitals to this Agreement are hereby incorporated herein.

(e) Notices. All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and e-mailed, mailed or delivered to each party as follows: (i) if to the Purchaser, at the Purchaser's address, or email address set forth on the applicable signature page hereto, or at such other address as such Purchaser shall have furnished to the Company in writing, or (ii) if to the Company, 4100 West 76th Street,

Unit G, Chicago, Illinois, 60652, attention: Guy Furman, or at such other address or email address as the Company shall have furnished to the Purchaser in writing. If personally delivered, then such notice shall be deemed given when personally delivered. If transmitted by way of e-mail, such notice shall be deemed to be delivered on the Business Day of such e-mail transmission to the recipient's e-mail address so long as such confirmation indicates that such e-mail was received by the recipient prior to 5:00 p.m. local time of the recipient on a Business Day (and if such confirmation indicates that such e-mail was received after such time or on a day that is not a Business Day, such e-mail shall be deemed delivered the next Business Day). If transmitted by internationally recognized overnight commercial courier, such notice shall be deemed to be delivered one (1) Business Day after deposit with such courier addressed to the Person at its address. For the avoidance of doubt, any e-mail communication shall be deemed to be "in writing" for purposes of this Agreement.

(f) Business Day. For purposes of this Agreement, the terms "Business Day" or "business day" mean any calendar day except Saturday, Sunday, or a federal or State of Illinois legal holiday.

(g) Expenses. The Company and the Purchaser shall each pay their own respective expenses in connection with the transactions contemplated by the Transaction Documents, except as otherwise expressly provided therein.

(h) Severability. If any provision of this Agreement shall be judicially determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(i) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Emailed PDF file copies of signed signature pages will be deemed binding originals.

(Signature Pages Follow)

The Company hereby enters into this Agreement as of the date first set forth above.

COMPANY:

CHICAGO WET STORAGE, LLC
an Illinois limited liability company

By: _____

Name: Guy Furman
Title: Manager

(Counterpart signature pages for the Purchaser follow)

COUNTERPART SIGNATURE PAGE AND POWER OF ATTORNEY TO THE UNIT PURCHASE AND SUBSCRIPTION AGREEMENT

The undersigned Purchaser, desiring to become a Member of Chicago Wet Storage, LLC, an Illinois limited liability company (the "Company"), pursuant to that certain Amended and Restated Operating Agreement of the Company dated as of January __, 2026 (the "Operating Agreement"), in the form attached as Exhibit A to this Unit Purchase and Subscription Agreement, hereby agrees to all terms of the Operating Agreement and this Unit Purchase and Subscription Agreement (this "Agreement") and agrees to be bound by the terms and provisions of both of the foregoing. The undersigned hereby makes, constitutes and appoints the Manager (the "Manager") of the Company, with full power of substitution, as his, her or its true and lawful attorney-in-fact for, in the name, place and stead of the undersigned for such purposes and with such powers as are provided in the Operating Agreement.

The address and email address to which notices may be sent to the undersigned Purchaser is as follows:

Harvest Invest – 089, LLC
Edwards Ranch Rd, Suite 400
Fort Worth, TX 76109
Phone: 844-673-8876
E-mail: info@harvestreturns.com
Tax ID: 39-4428587

The undersigned hereby contributes the Purchase Price of $XXX to the Company as a Capital Contribution in exchange for Units. The undersigned acknowledges that the Company is not required to accept any additional funds from the undersigned.

By your signature below, you hereby acknowledge and agree that you have reviewed the Operating Agreement and this Agreement, are making the representations, warranties and covenants set forth therein effective as of the date hereof and that you agree to be bound by the terms and conditions of the Operating Agreement and this Agreement. If you are an individual and are married, please have your spouse sign the spousal consent on the next page as well.

COUNTERPART ACCEPTING PURCHASER'S PURCHASE OF UNITS:

Harvest Invest 089-LLC

By:_____
Name: Austin Maness
Title: Manager

CHICAGO WET STORAGE LLC

By:_____
Name: Guy Furman
Title: Managing Member

Number of Units Purchased: XXX Units