CONFIDENTIAL PRIVATE OFFERING MEMORANDUM

CLASS A, B, C, D, AND E UNITS
INLAND CAPITAL FUND B LLC

Price per Unit - $100,000
Minimum Investment - $100,000 (1 Unit)
Minimum Offering - $500,000 (5 Units)
Maximum Offering - $50,000,000 (500 Units)

Inland Capital Fund B LLC
2607 S. Southeast Boulevard, Building A, Suite 100
Spokane, Washington 99223
Telephone: (509) 473-0096 / (253) 642-6602

THE CLASS A-E UNITS ARE SPECULATIVE SECURITIES THAT INVOLVE RISK. THEY ARE SUITABLE ONLY FOR INVESTORS OF SUBSTANTIAL MEANS WHO HAVE NO NEED FOR LIQUIDITY IN THEIR INVESTMENTS.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS MEMORANDUM IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this Confidential Private Offering Memorandum is January 1, 2020.

CLASS A, B, C, D AND E UNITS
INLAND CAPITAL FUND B LLC

This is an offering of Class A, B, C, D, and E Units of Inland Capital Fund B LLC, a Washington limited liability company. The offering will commence in December 2019, with an initial closing occurring when we have sold 5 unit of any Class A-E Units for an aggregate of $500,000. We are offering a maximum of 500 A-E Units ($50,000,000) at the price of $100,000 per unit. The minimum purchase is 1 unit ($100,000) unless we agree to accept a lesser amount. Throughout this Memorandum we often refer to Inland Capital Fund B LLC and its manager, Tenet Capital LLC ("Tenet" or the "Manager"), as "Fund B," the "Fund," "us" or "we". We also refer to the units of Class A, B, C, D, and E Units as the "Class A-E Units" or the "A-E Units". Other capitalized terms appearing in this Memorandum have the meanings set forth in the Fund's Limited Liability Company Agreement (the "LLC Agreement").

Proceeds from sales in this offering will primarily be used to fund the operations of Fund B. Fund B is a private lending and real estate fund, focusing primarily on lending to real estate investors who specialize in value-add projects. Value-add projects may include but are not limited to the purchase and rehabilitation of distressed residential and commercial properties for the purpose of sale or lease, or the purchase of land that with added improvements is expected to result in a material increase in value. To a lesser degree, Fund B may undertake value-add projects as the real estate owner. The loans and projects are anticipated to be typically short term in nature, whereby the loans have maturities of and project completion within 12 months. There may be occasions where a loan maturity or project completion would exceed 12 months. All the new loans will be originated by Fund B; however, the Fund may also purchase some loans from affiliated and unaffiliated third parties.

The aim for Fund B will be to have minimal leverage through established credit facilities like lines of credit provided by financial institutions. However, management does expect to require some type of credit facility for short term purposes, where Fund B is required to fund loans or project purchases but the capital is not available on that day, so Fund B would borrow from an established credit facility and would then paydown the facility as soon as liquidity allows. Because Fund B expects to implement the use of leverage to cover short term funding needs, the promissory notes and deeds of trust may be pledged to the lender as collateral, which would result in distributions to A-E Units being subordinated to the liens and security interests of the lender.

The A-E Units will be issued pursuant to the LLC Agreement, a copy of which is included in this Memorandum as Exhibit A. Holders of the A-E Units will be required to meet minimum requirements for each Class of membership to qualify for the purchase of the desired Class of membership. The specific requirements for each Class are listed in the following table:

Class Type*	Minimum Investment	Non-Redemption Term	Quarterly Distribution	Annual Distribution %
A	$1,000,000.00	24 months	6.00%	55.00%
B	$750,000.00	24 months	6.00%	45.00%
B	$500,000.00	36 months	6.00%	45.00%
B	$250,000.00	48 months	6.00%	45.00%
C	$500,000.00	24 months	6.00%	30.00%
C	$250,000.00	36 months	6.00%	30.00%
C	$100,000.00	48 months	6.00%	30.00%
D	$500,000.00	12 months	6.00%	20.00%
D	$250,000.00	24 months	6.00%	20.00%
D	$100,000.00	36 months	6.00%	20.00%
E	$100,000.00	6 months	6.00%	5.00%

*Employees, Officers and Directors of the Manager are eligible to purchase any Class of A-E Units without a minimum investment amount, but will be required to designate the Class and correlating Non-Redemption Term at the time of purchase. They are required to be an "accredited investor" as defined under Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended.

Management retains the authority and ability to limit sales of units within each Class Type, as a means to manage business and risk factors, such as concentration and liquidity risks.

Quarterly Distributions

Each issued and outstanding Class A-E Unit shall entitle each Class A-E Unit Holder of record thereof to receive out of Distributable Cash cumulative distributions (payable in cash), when, as and if declared by the Manager, equal to six percent (6%) of such holder's Capital Contribution per annum, subject only to the rights, if any, of other Class A-E Unit Holders to receive distributions. Such distributions shall be payable quarterly in arrears in equal installments, on January 15th, April 15th, July 15th, and October 15th of each year commencing in the fiscal quarter following the Company's receipt of minimum subscriptions of $500,000 of Units pursuant to the offering of such Units.

Annual Distributions

As shown in the previous table, each issued and outstanding Class A-E Unit shall entitle each Unit Holder of record thereof to receive distributions (payable in cash), out of the remaining Distributable Cash for such Fiscal Year (after taking into account the amounts of Distributable Cash for such Fiscal Year distributed as quarterly distributions), payable annually in arrears within thirty (30) calendar days of the completion of the audit of the Company's financial statements for the most recent Fiscal Year for each year commencing in the year following the Company's receipt of minimum subscriptions of $500,000.00of Units pursuant to the offering of such Units. The remaining Distributable Cash for such Fiscal Year shall initially be apportioned among the Class A-E Unit Holders in proportion to the number of Units held by each during such Fiscal Year, determined on a per Unit, per diem basis. The amount initially apportioned to any Class A-E Unit Holder pursuant to the immediately preceding sentence with respect to Class A-E Units shall then be reapportioned as between such Class A-E Unit Holder, on the one hand, and the Common Unit Holder, on the other hand, and distributed as follows:

(a) In the case of a Class A Unit, 55% to the Class A Unit Holder and 45% to the Common Member;
(b) in the case of a Class B Unit, 45% to the Class B Unit Holder and 55% to the Common Member;
(c) In the case of a Class C Unit, 30% to the Class C Unit Holder and 70% to the Common Member;
(d) in the case of a Class D Unit, 20% to the Class D Unit Holder and 80% to the Common Member; and
(e) in the case of a Class E Unit, 5% to the Class E Unit Holder and 95% to the Common Member.

Non-Redemption Period

As shown in the previous table, each Class Type will have minimum periods of time where redemption of such units will not be allowed. Expiration of the Non-Redemption periods occurs on the specified anniversary of issuance of the units. After the specified anniversary date, the holder will then have the ability to exercise Optional Redemption.

Fund B will be a manager-managed limited liability company, where Tenet Capital LLC will be the Manager. Class A-E Units will hold limited voting rights. All operating and management decisions will be made by the Manager to the maximum extent permitted by applicable law.

Investment Fee

Due to an anticipated 5-year period during which investors can invest in the Fund, the Fund intends to charge later investors an Investment Fee to offset the Fund's initial fund opening costs, primarily legal costs. The fee will be due at the time of investment. The table below provides the timing and amount of fee assessments:

Investment Year	Fee As % of Investment
2019-2020	0%
2021	0.05%
2022	0.075%
2023	0.10%
2024	0.15%
2025	0.25%

Management Fee

Tenet Capital LLC will receive a 1.75% annual fee paid on a prorata monthly basis, as compensation for management and servicing activities. The fee will be calculated using the average weekly balance of "funds placed" which includes the loan

portfolio and projects.

Following the second anniversary of the final issuance of the A-E Units, we intend to commence regularly assessing whether to cease making new loans and thereafter liquidate our loan portfolio, depending on prevailing market conditions.

Offering

This offering will terminate on December 31, 2025, unless it is terminated earlier or formally extended by the Manager prior to December 31, 2025. Persons who subscribe for the purchase of A-E Units must complete and sign the subscription agreement and the purchaser questionnaire, which are included in the accompanying subscription booklet.

This investment involves risk.
See "Risk and Other Important Factors" at pages 4 through 6.

	Price	**Finders' Fees and Commissions [(1)]**	**Proceeds to the Fund[(2)]**
Per Unit	$100,000	$0	$100,000
Minimum Purchase	$100,000 (1 units)	$0	$100,000
Minimum Offering	$500,000 (5 units)	$0	$500,000
Maximum Offering	$50,000,000 (500 units)	$0	$50,000,000

(1) The A-E Units will be offered and sold by certain of the Fund's affiliates, none of whom will receive commission or other any other sales-related remuneration.

(2) Before deducting estimated legal expenses, filing fees and printing costs of $50,000.

Our LLC Agreement is included in this Memorandum as Exhibit A. Before investing in the A-E Units we encourage you to carefully examine our LLC Agreement, which sets forth the relative rights, preferences, limitations and other characteristics of the A-E Units. All of the statements we make in this Memorandum concerning the LLC Agreement are qualified by reference to the LLC Agreement itself. In the event of any inconsistency between any provision of the LLC Agreement and any statement made in this Memorandum, the LLC Agreement will control.

We are offering the A-E Units in reliance on the exemption from the registration requirements of the federal Securities Act of 1933, as amended (the "Securities Act"), afforded by Section 4(a)(2) and Rule 506(b) of Regulation D adopted thereunder. This Memorandum does not constitute an offer to sell or a solicitation of an offer to buy the A-E Units in any jurisdiction where such offer and sale is prohibited.

No person has been authorized by us to give any information or to make any representation not contained in this Memorandum. Neither the delivery of this Memorandum nor any sale of the A-E Units shall create any implication that the information contained in this Memorandum is correct subsequent to its date.

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MEMORANDUM SUMMARY

This summary is qualified in its entirety by the more detailed financial and other information appearing elsewhere in this Memorandum.

The Fund and the Manager

The Fund. Inland Capital Fund B LLC is a newly-formed Washington limited liability company. Proceeds from sales in this offering will primarily be used to fund the operations of Fund B. Fund B is a private lending and real estate fund, focusing primarily on lending to real estate investors who specialize in value-add projects. Value-add projects may include but are not limited to the purchase and rehabilitation of distressed residential and commercial properties for the purpose of sale or lease, or the purchase of land that with added improvements is expected to result in a material increase in value. To a lesser degree, Fund B may undertake value-add projects as the real estate owner. The loans and projects are anticipated to be typically short term in nature, whereby the loans have maturities of and project completion within 12 months. There may be occasions where a loan maturity or project completion would exceed 12 months. All the new loans will be originated by Fund B; however, the Fund may also purchase some loans from affiliated and unaffiliated third parties.

The aim for Fund B will be to have minimal leverage through established credit facilities like lines of credit provided by financial institutions. However, management does expect to require some type of credit facility for short term purposes, where Fund B is required to fund loans or project purchases but the capital is not available on that day, so Fund B would borrow from an established credit facility and would then paydown the facility as soon as liquidity allows. Because Fund B expects to implement the use of leverage to cover short term funding needs, the promissory notes and deeds of trust may be pledged to the lender as collateral, which would result in rights to receive distributions on A-E Units being subordinated to the liens and security interests of the lender.

The Manager. Tenet Capital LLC ("Tenet") will be the Manager of the Fund. Tenet is a newly-formed Washington limited liability company. Tenet was formed by the founders and executive team of Inland Capital LLC, specifically to manage Fund B. Inland Capital LLC has been established since 2009 and has successfully and profitably originated over $180 million in short-term purchase money and rehabilitation loans to real estate professionals. The executives, with Inland Capital LLC as the managing member, opened (1/20/2017) and completed (6/30/2019) the securities offering of Inland Capital Fund LLC, a $15,000,000 Preferred Economic Interest fund that continues to provide private lending services to real estate professionals in WA, ID, and OR.

We believe current economic conditions and the policies of financial institution regulators have created unique lending opportunities for non-bank lenders like us that make short-term loans to non-occupier real estate investors rather than longer-term conventional and nonconforming loans to owner-occupiers. The Fund will use the proceeds of this offering to make loans to qualified real estate investors whose financial needs are not being met by the regulated financial institutions with whom it competes. See "The Fund" and "Business."

The A-E Units

A-E Units will be required to meet minimum requirements for each Class of membership to qualify for the purchase of the desired Class of membership. The specific requirements for each Class are listed in the following table:

Class Type*	Minimum Investment	Non-Redemption Term	Quarterly Distribution	Annual Distribution %
A	$1,000,000.00	24 months	6.00%	55.00%
B	$750,000.00	24 months	6.00%	45.00%
B	$500,000.00	36 months	6.00%	45.00%
B	$250,000.00	48 months	6.00%	45.00%
C	$500,000.00	24 months	6.00%	30.00%
C	$250,000.00	36 months	6.00%	30.00%

C	$100,000.00	48 months	6.00%	30.00%
D	$500,000.00	12 months	6.00%	20.00%
D	$250,000.00	24 months	6.00%	20.00%
D	$100,000.00	36 months	6.00%	20.00%
E	$100,000.00	6 months	6.00%	0.00%

*Employees, Officers and Directors of the Manager are eligible to purchase any Class units without a minimum investment amount, but will be required to designate the Class and correlating Non-Redemption Term at the time of purchase. They are required to meet "accredited investor" status.

Management retains the authority and ability to limit sales of units within each Class Type, as a means to manage business and risk factors, such as concentration and liquidity risks.

Quarterly Distributions

Each issued and outstanding Class A-E Unit shall entitle each Class A-E Unit Holder of record thereof to receive out of Distributable Cash cumulative distributions (payable in cash), when, as and if declared by the Manager, equal to six percent (6%) of such holder's Capital Contribution per annum, subject only to the rights, if any, of other Class A-E Unit Holders to receive distributions. Such distributions shall be payable quarterly in arrears in equal installments, on January 15th, April 15th, July 15th, and October 15th of each year commencing in the fiscal quarter following the Company's receipt of minimum subscriptions of $500,000 of Units pursuant to the offering of such Units.

Annual Distributions

As shown in the previous table, each issued and outstanding Class A-E Unit shall entitle each Unit Holder of record thereof to receive distributions (payable in cash), out of the remaining Distributable Cash for such Fiscal Year (after taking into account the amounts of Distributable Cash for such Fiscal Year distributed as quarterly distributions), payable annually in arrears within thirty (30) calendar days of the completion of the audit of the Company's financial statements for the most recent Fiscal Year for each year commencing in the year following the Company's receipt of minimum subscriptions of $500,000.00of Units pursuant to the offering of such Units. The remaining Distributable Cash for such Fiscal Year shall initially be apportioned among the Class A-E Unit Holders in proportion to the number of Units held by each during such Fiscal Year, determined on a per Unit, per diem basis. The amount initially apportioned to any Class A-E Unit Holder pursuant to the immediately preceding sentence with respect to Class A-E Units shall then be reapportioned as between such Class A-E Unit Holder, on the one hand, and the Common Unit Holder, on the other hand, and distributed as follows:

(a) In the case of a Class A Unit, 55% to the Class A Unit Holder and 45% to the Common Member;
(b) in the case of a Class B Unit, 45% to the Class B Unit Holder and 55% to the Common Member;
(c) In the case of a Class C Unit, 30% to the Class C Unit Holder and 70% to the Common Member;
(d) in the case of a Class D Unit, 20% to the Class D Unit Holder and 80% to the Common Member; and
(e) in the case of a Class E Unit, 5% to the Class E Unit Holder and 95% to the Common Member.

Non-Redemption Period

As shown in the previous table, each Class Type will have minimum periods of time where redemption of the units will not be allowed. Expiration of the Non-Redemption periods occurs on the specified anniversary of issuance of the units. After the specified anniversary date, the holder will then have the ability to exercise Optional Redemption.

Fund B will be a Member-Managed limited liability company, where Tenet Capital LLC will be the Manager. Class A-E Units will hold limited voting rights. All operating and management decisions will be made by the Manager to the maximum extent permitted by applicable law.

Investment Fee

Due to an anticipated 5-year investment period, earlier investors into Fund B will likely bear more of a burden for initial fund opening costs, primarily legal costs. There will be an Investment Fee collected to help offset these upfront costs for early investors that later investors will not have to realize. The fee will be due at the time of investment/will be withheld from distributions until paid in full. The table below provides the timing and amount of fee assessments:

Investment Year	Fee As % of Investment
2019-2020	0%
2021	0.05%
2022	0.075%
2023	0.10%
2024	0.15%
2025	0.25%

Management Fee

Tenet Capital LLC will receive a 1.75% annual fee paid on a prorata monthly basis, as compensation for management and servicing activities. The fee will be calculated using the average weekly balance of "funds placed" which includes the loan portfolio and projects.

Following the second anniversary of the final issuance of the A-E Units, we intend to commence regularly assessing whether to cease making new loans and thereafter liquidate our loan portfolio, depending on prevailing market conditions.

This offering will terminate on December 31, 2025, unless it is terminated earlier or formally extended by the Manager prior to December 31, 2025. Persons who subscribe for the purchase of A-E Units must complete and sign the subscription agreement and the purchaser questionnaire, which are included in the accompanying subscription booklet.

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Terms of the Offering

Finder's Fees and Commissions. The A-E Units will be offered and sold by the Manager's executive officers and other personnel, none of whom will receive commission or any other sales-related remuneration. The Manager does not presently anticipate paying finders' fees or commissions to any other person in conjunction with this offering of A-E Units but reserves the right to do so in the future if it determines that such payments are necessary to ensure that the Fund is adequately capitalized.

Purchase Price and Payment Procedures. The minimum subscription for the A-E Units is $100,000 (1 unit) unless we elect to accept a lesser amount in our discretion. Purchases must be made by delivery of a signed subscription agreement and purchaser questionnaire, accompanied by delivery of a check or wire made payable to Inland Capital Fund B LLC for the full purchase price of the A-E Units.

Offering Termination Date. This offering will terminate on December 31, 2025, unless it is terminated earlier or formally extended by the Manager prior to December 31, 2025.

Investor Suitability Standards

Substantial Means and Net Worth; Sophistication; Accredited Investor Status. The A-E Units are suitable only for persons who demonstrate to us that they meet certain minimum standards of economic means and investment expertise, and have such knowledge and experience in business and financial matters that they, or their purchaser representative, are fully capable of evaluating the merits and risks of this investment.

Subscribers for the A-E Units must qualify as "accredited investors" within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act. A corporation, partnership, trust, limited liability company or other entity purchasing the A-E Units will generally qualify as an accredited investor if it has total assets in excess of $5,000,000 and was not formed for the specific purpose of investing in the A-E Units, and if its purchase of the A-E Units is directed by a sophisticated person as described in Rule 506(b)(2)(ii). Any such entity will also be an accredited investor if all of its equity owners are themselves accredited investors. A corporation, partnership or other entity purchasing the A-E Units will generally be counted as one purchaser for purposes of the exemptions. However, if such entity is organized for the specific purpose of investing in the A-E Units and is not itself an "accredited investor" within the meaning of Rule 501(a) of the General Rules and Regulations under the Securities Act, then each beneficial owner of equity securities or equity interests in the entity purchasing the A-E Units will be counted as a separate purchaser. An entity organized for the specific purpose of investing in the A-E Units will be deemed to be an accredited investor (and counted as a single purchaser) only if each beneficial owner of equity securities or equity interest in the entity is itself an accredited investor.

Generally, a natural person will be deemed to be an accredited investor if (a) such subscriber had individual income of more than $200,000 in each of the two most recent tax years ($300,000 inclusive of any income attributable to such subscriber's spouse) and reasonably expects to have individual income in excess of $200,000 ($300,000 inclusive of any income attributable to such subscriber's spouse) in the current tax year or (b) has an individual net worth, or together with such subscriber's spouse, has a combined net worth in excess of $1,000,000, excluding the value of the subscriber's primary residence.

Ability and Willingness to Accept Risks. The economic benefit of an investment in the A-E Units depends upon many factors beyond our control. Such an investment also involves a high degree of business and financial risk and can result in substantial losses, including the possibility of total loss of your investment. Whether a purchase of the A-E Units is suitable for you will depend, among other things, upon your investment objectives and your ability to accept speculative risks.

Ability to Accept Limitations on Transferability. Holders of the A-E Units may not be able to liquidate their investments in the event of emergency or for any other reason because there is no public market for the A-E Units. Moreover, the transferability of the A-E Units may be affected by restrictions on resales imposed by the Securities Act and the securities laws of some states. The Manager may further restrict the transferability of A-E Units if, in the sole discretion of the Manager, such transfer could, in the sole discretion of the Manager, cause the Company to have more than 100 partners for purposes of applicable Treasury Regulations, or otherwise, by itself or in conjunction with other actions, result in the Company being treated as a publicly traded partnership for U.S federal income tax purposes.

RISK AND OTHER IMPORTANT FACTORS

An investment in the A-E Units involves a high degree of financial risk. Purchasers should consult their own professional advisors concerning the risks of investment and should consider, among other things, the following risks and other important factors.

No Guarantees or Insurance against Loss. The A-E Units are not guaranteed against loss by the Fund or any other person, nor are they insured against loss. See "The A-E Units."

No Rating for A-E Units. The A-E Units have not been rated by any securities rating agency. See "The A-E Units."

No Financial Covenants in LLC Agreement. We are not required by the LLC Agreement to maintain any specific capitalization ratio, debt service ratio, cushion ratio, or other financial ratio with respect to the A-E Units. The absence of such requirements may expose the holders of the A-E Units to increased financial risk. See "The A-E Units."

Subordination of Distributions to Fund Liabilities; Potential Loss on Liquidation, Dissolution and Termination. The A-E Units are equity interests in the Company and as such are subordinated to all of the Company's liabilities, including any debt the Company incurs, operating expenses and the Manager's right to its management fee and to reimbursement of expenses incurred on behalf of the Company before any distributions are made to the Unit Holders, which means that the financial risk of the Company is borne primarily by the Unit Holders. In addition, the Common Unit Holder is entitled to a portion of annual distributions. As a result, the Company could have insufficient funds available to make some or all of the quarterly or annual distributions to which the A-E Unit Holders are entitled, or to redeem the A-E Units when the A-E Unit Holders are otherwise entitled to be redeemed.

In addition, in the event of a liquidation, dissolution or termination of the Company, the proceeds realized from the liquidation of the Company's assets, if any, will be distributed in accordance with the provisions of the LLC Agreement. However, no distributions will be made to any of the A-E Unit Holders until after the satisfaction of all claims of creditors. Accordingly, the ability of a A-E Unit Holder to recover all or any portion of such A-E Unit Holder's investment under such circumstances will depend on the amount of funds so realized and the claims to be satisfied from them, and could be further impacted by the annual distributions previously made to the Common Unit Holder.

Conflicts of Interest. The Manager may in the future sponsor and manage additional pooled investment vehicles to acquire or originate loans similar to the loans that will be originated by Fund B. In addition, Fund B itself may issue other securities to raise capital to fund and hold real estate loans or real estate projects. These activities could result in conflicts of interest in the selection of loans that are funded for the account of Fund B and those that are selected and funded for the accounts of other affiliated entities and security holders. We have established operating policies to address these conflicts of interest, all of which are described in the section of this Memorandum entitled "Business." These guidelines and operating policies address the purchase and sale of loans by the Fund to or from the Manager, Inland Capital Group or any of their direct or indirect affiliates, the origination of loans on the Fund's behalf, and provide guidelines for the selection of loans for the Fund's portfolio and how they will be placed between the Fund and Inland Capital Fund LLC ("Fund A").

Historical Operating Results May Not be Indicative of Future Operating Results. As Tenet and Fund B are new entities, they have no historical operating results. Purchasers of the A-E Units should not rely on the historical operating results of the Inland Capital companies (Inland Capital LLC, Inland Capital Group, and Inland Capital Fund LLC) as an indication of future performance. Although the Inland Capital companies have successfully originated over $180 million in principal amount of loans to residential and commercial real estate investors, with very few defaults, this might not continue. The years following the collapse of the residential mortgage market in 2008 were marked by numerous foreclosures and abandonments of residential real estate, creating a substantial inventory of properties that were available for sale to real estate investors at reduced prices. This inventory has decreased as market conditions have stabilized, one consequence of which could be a narrowing of the spread between the prices that real estate investors pay for foreclosed or abandoned properties, and the prices at which those investors later resell those properties to owner-occupiers. If a narrowing of this spread were to occur, it could affect our ability to make distributions to the A-E Units and the overall value of your investment. While we continue to believe profitable opportunities for lending to non-occupier real estate investors and investing in value-add projects currently exist, these opportunities may not be as abundant as they once were.

Unaudited Financial Statements and Information. As Tenet and Fund B are new entities, they have no financial statements available.

Reliance on Management. All decisions affecting the day-to-day management of Fund B will be made exclusively by the Manager and purchasers of the A-E Units will have no right or power to take part in the Fund's day-to-day management. See "The Fund and the Manager."

Risks Associated with Evaluations. We evaluate all of the properties that secure our loans using real estate tracking information and other market information that is available to us. These evaluations typically do not include independent appraisals of value. Although we are careful in selecting independent appraisers in those limited instances in which we engage them, purchasers of the A-E Units should understand that an appraisal is nothing more than an opinion of value of a given property, not a guarantee of the price that might be received for it. Moreover, the value of a given property will necessarily change, either upward or downward, following the date of the appraisal because of changes in general or local economic conditions, changes in the supply of or demand for similar or competing properties in an area, increased interest rates, changes in the availability of other mortgage funds (which may render the sale or the refinancing of a property difficult or unattractive), and changes in tax, real estate, environmental and zoning laws. See "Business."

Risks of Default. Proceeds from sales in this offering will primarily be used to fund the operations of Fund B. Fund B is a private lending and real estate fund, focusing primarily on lending to real estate investors who specialize in value-add projects. Value-add projects may include but are not limited to the purchase and rehabilitation of distressed residential and commercial properties for the purpose of sale or lease, or the purchase of land that with added improvements is expected to result in a material increase in value. To a lesser degree, Fund B may undertake value-add projects as the real estate owner. The loans and projects are anticipated to be typically short term in nature, whereby the loans have maturities of and project completion within 12 months. There may be occasions where a loan maturity or project completion would exceed 12 months. All the new loans will be originated by Fund B; however, the Fund may also purchase some loans from affiliated and unaffiliated third parties. All the new loans will be originated by Fund B; however, the Fund may also purchase some loans from affiliated and unaffiliated third parties. Most if not all of these loans will be secured by liens on real property and improvements having values substantially in excess of the loan amounts. In determining whether to make such loans, we are primarily motivated by the borrower's ability to repay the loan through the sale of the collateral (which places a high importance on the value of subject property), and, to a lesser extent, by other factors indicative of the borrower's credit. We anticipate that, at any given time, some of the loans we originate or purchase will be delinquent by at least 90 days and will be determined to be non-earning loans. We also anticipate that, at any given time, we will hold properties obtained through foreclosure or by other means for resale, and will incur significant costs in doing so. Delinquencies and costs will reduce our overall profitability and could have a material, adverse effect on our ability to make distributions to the holders of the A-E Units or to redeem such interests. See "The Fund and the Manager" and "Business."

Difficulties in Obtaining Deficiency Judgments. In the event of default, we will have to elect whether to pursue foreclosure of the mortgage or deed of trust judicially or nonjudicially. Should we elect nonjudicial foreclosure, we may be precluded from recovering a deficiency judgment, being the difference between what we are owed on the loan and what we are able to obtain from the sale of the mortgaged property. However, even if we can obtain a deficiency judgment against a defaulting borrower, it may be difficult for us to collect, especially if the borrower does not have other assets to satisfy such a judgment. Moreover, judicial foreclosure is more costly and time-consuming than nonjudicial foreclosure. We will likely utilize nonjudicial foreclosure in the event we cannot restructure a loan that is in default or otherwise obtain payment from personal guarantors or other collateral sources. See "Business."

Differences in State Laws. The laws and regulations pertaining to real property lending vary, sometimes materially, from state to state. Loans secured by out of state real property are also subject to certain additional risks, including the possibility of higher property management costs in the event the real property is acquired through foreclosure, added legal costs arising from the need to retain counsel authorized to practice in the state in which the real property is located, the risk of default arising from local market conditions that may not be known to us, and, in general, the risks associated with doing business in locations and jurisdictions removed from our offices in Spokane, Washington.

Inadequate Insurance. Although it is our policy to make loans that are secured by real property that is insured against damage or destruction, such insurance cannot always be obtained. For example, insurance may not be obtained in some circumstances if the property is located in a rural area and inaccessible for fire protection or emergency services. Even if

insurance is obtained, it may prove insufficient in amount or may not cover certain risks of loss, such as earthquakes. See "Business."

Regional Economic Factors. We will make loans to non-occupier real estate investors secured by properties or hold properties located in various regions that may have varying factors that affect the economy of a specific region. Unfavorable economic conditions in these various regions could result in increased loan delinquencies and a widespread decline in the market values of the property and improvements given as security for these loans. This could have a material, adverse effect on our ability to make distributions to the holders of the A-E Units or to redeem such interests. See "The Fund and the Manager" and "Business."

General Economic Conditions. The economic value of the A-E Units may also be materially and adversely affected by changes in prevailing economic conditions, changes in interest rates, and the monetary and fiscal policies of the federal government. For example, an increase in the interest rates payable on comparable securities could reduce the market "yield" of the A-E Units, thereby reducing their relative value. See "The Fund and the Manager" and "Business."

Restrictions on Transferability; No Market for A-E Units. Transferability of the A-E Units may be affected by restrictions imposed by the Securities Act and the securities laws of some states. Moreover, there is presently no public market for the A-E Units and it is not anticipated that any public market will develop. Consequently, purchasers of the A-E Units may not be able to liquidate their investments in the event of emergency or for any other reason. This may also limit the price, which a purchaser would be able to obtain for his or her A-E Units. In addition, the Manager may further restrict the transferability of A-E Units if, in the sole discretion of the Manager, such transfer could cause the Company to have more than 100 partners for purposes of applicable Treasury Regulations, or otherwise, by itself or in conjunction with other actions, result in the Company being treated as a publicly traded partnership for U.S federal income tax purposes. See "The A-E Units."

Liquidity Risk Factors. Defaults on loans and redemptions by holders of the A-E Units could have a detrimental effect on the Fund's liquidity. Although the Fund has taken certain measures to mitigate these risks, such mitigation efforts could be insufficient should we experience a significant number of defaults on our loans, holding costs and times increase on properties owned, or should a significant number of the holders of A-E Units exercise their redemption rights, especially if such events happen in the same timeframe.

Tax Liabilities May Exceed Cash Distributions. Holders of A-E Units are required to report on their federal income tax returns their respective shares of Fund B's items of income and gain, whether or not such income is actually distributed by Fund B. Further, Fund B's LLC Agreement authorizes us to withhold from distributions or with respect to allocations to holders of A-E Units and to pay to the appropriate government authority any amounts required to be withheld pursuant to applicable tax laws, which amounts shall be treated as distributions to such holders. The LLC Agreement also provides that if Fund B incurs any liability for income taxes, interest or penalties as a result of any audit of Fund B by any governmental taxing authority, the Manager can allocate such company-level taxes among the persons who were Unit Holders, including holders of A-E Units, during the applicable taxable year, and treat such allocated amount as a withheld tax recoverable from the holders. If any such withheld taxes are subsequently determined to exceed the amount otherwise distributable to a holder, or to be insufficient to satisfy the withholding requirements, then such holder will indemnify and hold harmless Fund B and the other holders for such excess amount, withholding requirement or payment. Accordingly, a holder of A-E Units may not receive cash distributions from the Fund sufficient to allow the holder to pay tax liabilities arising from allocations of Fund B income and gain, in which case the holder would be required to satisfy that tax liability with funds from other sources.

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THE FUND AND THE MANAGER

General. Fund B will be a Member-Managed limited liability company, where Tenet Capital LLC will be the Manager. Tenet Capital LLC (Tenet) is a newly established state of Washington limited liability company. Tenet was formed by the founders and executive team of Inland Capital LLC, specifically to manage Fund B. Inland Capital LLC has been established since 2009 and has successfully and profitably originated or serviced over $180 million in short-term purchase money and rehabilitation loans to real estate professionals. The executives, with Inland Capital LLC as the managing member, opened (1/20/2017) and completed (6/30/2019) the securities offering of Inland Capital Fund LLC, a $15,000,000 Preferred Economic Interest fund that continues to provide private lending services to real estate professionals in WA, ID, and OR.

Proceeds from sales in this offering will primarily be used to fund the operations of Fund B. Fund B is a private lending and real estate fund, focusing primarily on lending to real estate investors who specialize in value-add projects. Value-add projects may include but are not limited to the purchase and rehabilitation of distressed residential and commercial properties for the purpose of sale or lease, or the purchase of land that with added improvements is expected to result a material increase in value. To a lesser degree, Fund B may undertake value-add projects as the real estate owner. The loans and projects are anticipated to be typically short term in nature, whereby the loans have maturities of and project completion within 12 months. There may be occasions where a loan maturity or project completion would exceed 12 months. All the new loans will be originated by Fund B; however, the Fund may also purchase some loans from affiliated and unaffiliated third parties

These loans will primarily be made to qualified borrowers who find working with conventional lenders to be time consuming and inefficient or find it difficult to obtain financing from conventional lenders due to the lenders' lack of loan products for this business line. Because of the moderately higher levels of risk associated with these loans, these borrowers are charged rates of interest that exceed the rates charged by conventional financial institutions. These loans typically bear interest at rates ranging from 9 percent to 14 percent per annum, have default rates of interest ranging from 18 percent to 28 percent per annum, and are secured by real property and, in some instances, also by personal property. In determining which loans will be funded, we will emphasize the borrower's ability to repay the loan through the sale of the collateral, thus a heightened importance is placed on the value of the collateral at the time of loan origination.

We do not do business as a mortgage broker/lender and we do not currently plan to seek licensing to operate as a mortgage broker, banker or lender. However, we may take necessary actions to be licensed if economic conditions warrant or state legislation redefines our business as a mortgage broker/lender business.

Our principal executive offices are located at2607 South Southeast Boulevard, Building A, Suite 100, Spokane, Washington 99223.

Operating Strategy. We believe current economic conditions and the regulatory response to these conditions have created unique lending opportunities for non-bank lenders like us who cater exclusively to real estate investors. We intend to capitalize on this opportunity by making loans to qualified borrowers whose financial needs are not met by banks and other regulated financial institutions.

Management and Key Personnel. The Manager of Fund B is Tenet Capital, LLC, a Washington limited liability company. The Manager currently has six members, Aaron Cunningham, John Urquhart, Landon Cunningham, Ty Rembe, Jason Delp, and Nick Barnes. The Manager intends to initially outsource servicing of its loans to Inland Capital, LLC, but may in the future directly employ individuals to do so.

As of the date of this Memorandum, Tenet Capital LLC's outstanding equity interests are owned beneficially and of record by Aaron Cunningham (37.5%), John Urquhart (35.0%), Landon Cunningham (7.5%), Ty Rembe (7.5%), Jason Delp (7.5%), and Nick Barnes (5.0% - not an active employee).

Biographical information concerning the Manager's majority members and other key employees is set forth below.

Aaron Cunningham is a co-founder and the chief executive officer of the Manager and the Inland Capital companies. He has held these positions since the establishment of Inland Capital LLC in 2009. Prior to this time, he was principally involved in private real estate lending for his own account. Since 2008, Mr. Cunningham and the private lending companies with whom he is involved have financed over 1,300 loans totaling approximately $180,000,000. His experience in the larger real estate

industry began in 2001, when he joined a real estate agency team in the Puget Sound area, where he represented first time home buyers and home sellers, and was involved in over 200 purchases and sales of real estate investment properties. In addition to his involvement with the Manager and Inland Capital companies, Mr. Cunningham currently serves as the president of Citibrokers LLC, a Spokane real estate brokerage firm; as the co-owner and president of Northwest Foreclosure Services, Inc., also of Spokane, which assists real estate investors in acquiring and disposing of their investment properties; and as co-owner and president of Community Restoration LLC, which purchases, holds and sells real estate investments in the Puget Sound and Spokane areas. Mr. Cunningham attended Green River Community College in 1999 and Prairie Bible College in 2001. Mr. Cunningham is 38 years old.

John Urquhart is a co-founder and president of the Manager and the Inland Capital companies. He has held these and other executive level positions since the establishment of Inland Capital LLC 2009. Mr. Urquhart graduated from the University of Montana in 1988 with a Bachelor of Sciences degree in computer science. After college, he joined Boeing, where he worked until 2004 in its human resources department helping to build and manage payroll processing and tracking systems. In early 2002, he began selling real estate on a part-time basis with the goal of assisting his friends and family. Mr. Urquhart and his partners eventually started purchasing, rehabilitating and selling foreclosed properties. In addition to his involvement with the Manager and Inland Capital companies, he is also a co-owner and chief financial officer of Northwest Foreclosure Services, Inc. of Spokane, which assists real estate investors in acquiring and disposing of their investment properties; and co-owner and president of Addison Street Investments, LLC, which purchases, holds and sells real estate investments in the Spokane area. Mr. Urquhart is 54 years old.

Ty Rembe is the chief financial officer and controller of the Manager and the Inland Capital companies, positions he has held since October 2014. He is responsible for overseeing the financial risk and cash management functions for Inland Capital entities. Mr. Rembe's management also includes accounting policies and operations, financial reporting and maintaining internal control systems. Prior to joining the Inland Capital companies, Mr. Rembe's developed and grew his financial services and business management experience through the following ventures: from 2012 to 2014, he owned and operated Padgett Business Services in Missoula, Montana, which provided accounting and tax services to small businesses; from 2011 to 2012, he worked as a mortgage loan originator for Wells Fargo Bank in Missoula; and from 2006 to July 2011, he was a registered representative and licensed insurance agent in Great Falls, Montana. Mr. Rembe graduated from the University of Montana with a Bachelor of Sciences degree in business administration in 1987 and is 53 years old.

Jason Delp is the chief operating officer of the Manager and the Inland Capital companies, a position he has held since May 2016. Prior to joining the Inland Capital companies, Mr. Delp was employed by Sterling Savings Bank and its successor, Umpqua Bank, for seventeen years in the following capacities in the Spokane, Washington area: from 1998 to 2002, he was a customer service representative and personal banker, gathering experience and knowledge of retail banking operations, sales and consumer lending; from 2003 to 2006, he served as an assistant vice president and branch manager, and was responsible for managing a $30 million rural branch and a $60 million urban branch; from 2006 to 2009, he managed a commercial loan portfolio, consisting of commercial and investment loans, commercial real estate loans, and commercial construction loans; from 2010 to 2014, he served as a vice president and asset management department manager, where is was responsible for overseeing collections on charge-off debt, repossessions and liquidations of personal property assets, management and liquidation of the bank's real estate owned (REO) assets, management of foreclosures and short sales and troubled debt restructuring, and portfolio management, where he and his team oversaw the bank's $3 billion non-owner occupied commercial real estate portfolio; and from 2014 to 2016, he served as a vice president and commercial real estate servicing manager, where he helped to redevelop the department that managed the bank's commercial real estate portfolio and performed annual asset quality reviews, ongoing loan monitoring, loan refinancing and problem loan workouts. Mr. Delp graduated from Eastern Washington University in 2003 with a Bachelor of Sciences degree in government and business administration. He later graduated from the Pacific Coast Banking School in 2009, a graduate-level program focused on the executive management and leadership aspects of the financial services industry. Mr. Delp is 41 years old.

Landon Cunningham is the vice president of client relations for the Manager and the Inland Capital companies. He began his career in real estate lending in 2009, when he purchased his first investment property, and since then has renovated and sold over 60 properties with his brother, Aaron Cunningham. Aside from his own investing, Mr. Cunningham also works with real estate investors as the lead sales representative for Northwest Foreclosure Services, which provides data to real estate investors on houses that are selling at trustee sales. Since 2013, he has assisted approximately 50 investors in purchasing over 150 properties at these sales and has underwritten nearly $5,000,000 in loans solely for trustee sale

purchases. Mr. Cunningham graduated from Eastern Washington University in 2010 with a degree in business administration and economics. He is 31 years old.

Christopher Vincent is the director of investor relations and marketing, positions held since joining the firm October 2018. He is responsible for maintaining relationships with our current fund investors and recruit new investors for Inland Capital. Recruitment of new capital will be primary focus and, also is responsible for Inland Capital marketing. Prior to joining Inland Capital, Mr. Vincent worked for his parent's family business - a retail and long-term care pharmacy operation in both Nebraska and South Dakota. There he held positions from 2009 of VP of Operations and the President/CEO in 2013 until 2018. Mr. Vincent owned a private lending company focusing on new construction residential real estate. He also was a marketing manager at Gee Automotive in Liberty Lake from 2009 to 2010. From 1999 to 2008 Mr. Vincent worked for American Century investments in Kansas City, MO. In 1999 he was a call center representative then transferring in 2000 to Mountain View, CA to work face to face with investors. Mr. Vincent held Series 6, 63, & 65 NASD licenses during that time. Later in 2004, promoted to portfolio management as execution fixed income trader for the American Century municipal bond portfolios supporting 4 portfolio managers until 2008. Mr. Vincent graduated from The University of Kansas in 1998 and is 45 years old.

Competition. We have historically competed with other non-bank lenders whose yield expectations are similar to ours, several of which may have greater financial resources than we have. We may also compete, in the future, with commercial banks, savings and loan associations, and other regulated lenders. We believe the current economic and the regulatory environment creates a unique opportunity for us to make loans to otherwise qualified borrowers whose financing needs cannot be met by these regulated institutions, however there is no assurance these conditions will continue. Competition for loans to professional real estate investors is substantial.

Legal Proceedings. Fund B and the Manager are not currently subject to any pending or threatened legal proceedings. Because of the nature of our business, from time to time we may be subject to claims and legal actions in the ordinary course of business involving the collection of delinquent accounts or the validity of liens.

Borrowing Agreements. The aim for Fund B will be to have minimal leverage through established credit facilities like lines of credit provided by financial institutions. However, management does expect to require some type of credit facility for short term purposes, where Fund B is required to fund loans or project purchases but the capital is not available on that day, so Fund B would borrow from an established credit facility and would then paydown the facility as soon as liquidity allows. Because Fund B expects to implement the use of leverage to cover short term funding needs, the promissory notes and deeds of trust may be pledged to the lender as collateral, which would result in rights to receive distributions on A-E Units being subordinated to the liens and security interests of the lender.

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THE A-E UNITS

The following *discussion of the A-E Units is qualified in its entirety by reference to the LLC Agreement, a copy of which is included in this Memorandum as Exhibit A. Capitalized terms used herein that are not otherwise defined have the same meanings as are ascribed to them in the LLC Agreement.*

General. The A-E Units will be issued in an aggregate amount of not more than $50,000,000, will be dated the date of issue and will be entitled to receive distributions as set forth below. We will use the initial proceeds of the A-E Units to fund the operations of Fund B. Included in operations, but not all encompassing, would be the funding of loans to real estate investors, the purchase of value-add real estate projects, initial fund opening costs and daily operating costs. Most of the new loans will also be originated by the Manager on behalf of Fund B, although Fund B may also purchase some loans meeting our underwriting and yield criteria directly from affiliated and unaffiliated third parties. While Fund B will aim to limit the use of outside leverage, the Manager foresees the potential needs that a credit facility from an outside source may be needed for short term funding needs. The Manager anticipates a lender will require collateral for this credit facility, so would need to pledge the earning assets of Fund B (e.g. promissory notes, deeds of trust, properties, etc.) as collateral to secure the credit facility. This may in some instances cause the A-E Units to be subordinated to the liens and security interests of Fund B's lender.

Quarterly Distributions

Each issued and outstanding Class A-E Unit shall entitle each Class A-E Unit Holder of record thereof to receive out of Distributable Cash cumulative distributions (payable in cash), when, as and if declared by the Manager, equal to six percent (6%) of such holder's Capital Contribution per annum, subject only to the rights, if any, of other Class A-E Unit Holders to receive distributions. Such distributions shall be payable quarterly in arrears in equal installments, on January 15th, April 15th, July 15th, and October 15th of each year commencing in the fiscal quarter following the Company's receipt of minimum subscriptions of $500,000 of Units pursuant to the offering of such Units.

Annual Distributions

As shown in the previous table, each issued and outstanding Class A-E Unit shall entitle each Unit Holder of record thereof to receive distributions (payable in cash), out of the remaining Distributable Cash for such Fiscal Year (after taking into account the amounts of Distributable Cash for such Fiscal Year distributed as quarterly distributions), payable annually in arrears within thirty (30) calendar days of the completion of the audit of the Company's financial statements for the most recent Fiscal Year for each year commencing in the year following the Company's receipt of minimum subscriptions of $500,000.00of Units pursuant to the offering of such Units. The remaining Distributable Cash for such Fiscal Year shall initially be apportioned among the Class A-E Unit Holders in proportion to the number of Units held by each during such Fiscal Year, determined on a per Unit, per diem basis. The amount initially apportioned to any Class A-E Unit Holder pursuant to the immediately preceding sentence with respect to Class A-E Units shall then be reapportioned as between such Class A-E Unit Holder, on the one hand, and the Common Unit Holder, on the other hand, and distributed as follows:

(a) In the case of a Class A Unit, 55% to the Class A Unit Holder and 45% to the Common Member;
(b) in the case of a Class B Unit, 45% to the Class B Unit Holder and 55% to the Common Member;
(c) In the case of a Class C Unit, 30% to the Class C Unit Holder and 70% to the Common Member;
(d) in the case of a Class D Unit, 20% to the Class D Unit Holder and 80% to the Common Member; and
(e) in the case of a Class E Unit, 5% to the Class E Unit Holder and 95% to the Common Member.

Optional Redemption. At the request of the holder, A-E Units are subject to optional redemption by the Fund in whole or in part at the request of the holder commencing on the specified anniversary of issuance, depending on the Class and Non-Redemption Period election made by the holder, at the time of purchase, as shown in the below table. The redemption price in either case is the sum of (a) the holder's initial capital contribution to the Fund, being the purchase price of the holder's A-E Units ($100,000 per unit), (b) any accrued but undistributed cumulative Quarterly Distributions with respect to such Class E Unit(s) through the Redemption Date for such Class E Units, and (c) the pro rata portion of the Annual Distribution with respect to such Class E Unit(s) determined through the Redemption Date, which shall be paid concurrently with the distribution of Annual Distributions pursuant to the LLC Agreement. While it is Management's intent to issue redemption payments, on eligible requests, on the last business day of the first full month after the Company receives notice of such redemption, Management acknowledges that "then-prevailing" market conditions and/or the Fund's liquidity

position could restrain such a timely payment. In these cases, Management will immediately notify the interest holder and provide guidance for payment issuance, with terms to provide for six percent (6%) interest to accrue on any amounts not paid, payable over a period of no more than 24 months.

Class Type*	Minimum Investment	Non-Redemption Term
A	$1,000,000.00	24 months
B	$750,000.00	24 months
B	$500,000.00	36 months
B	$250,000.00	48 months
C	$500,000.00	24 months
C	$250,000.00	36 months
C	$100,000.00	48 months
D	$500,000.00	12 months
D	$250,000.00	24 months
D	$100,000.00	36 months
E	$100,000.00	6 months

Optional Redemption due to Death of Holder(s). In instances where an individual holder or both joint holders become deceased and the units are still within the non-redemption period, the legal representative of the estate of the holder(s) may request an early redemption of the units. The estate representatives will need to provide Management with written notice requesting redemption, with such notice accompanied by proper legal documentation showing proof of authority over the estate. Amounts paid in connection with an early redemption under this provision will depend on the year the redemption is paid, with the rate of such payment based on the total time the investments are held in the Fund and the corresponding accrual rate for that time period, as follows:

- Redemption from issuance through 12-month anniversary of investment – Accrual Rate – 4.25%
- Redemption between the 13-month through 24-month anniversary of investment – Accrual Rate – 5.25%
- Redemption between the 25-month through 36-month anniversary of investment – Accrual Rate – 5.75%
- Redemption between the 37-month through 48-month anniversary of investment – Accrual Rate – 6.00%

Example: Initial Investment - $250,000 Class B 48 Months Non-Redemption Option

- Redemption paid after 18th month
    - Total Earned: $250,000 at 5.25% accrual equals $19,687.50
    - Total Previously Paid (18 months): $250,000 at 6.00% equals $22,500.00
    - Final Redemption Payout: $2247,187.50 ($250,000 + $19,687.50 - $22,500.00)

Sources of Distributions; No Security. Distributions on the A-E Units are payable equally and ratably solely from the Fund's Distributable Cash, which means, with respect to any relevant period, the amount, reasonably determined by the Manager, equal to the excess, if any, of (i) the total cash receipts of the Fund for such period, exclusive of capital contributions or loans to the Fund, and the amount of any reduction in reserves, over (ii) the sum of amounts required for the payment of any expenses of the Fund, the repayment of any borrowings of the Fund, and amounts set aside for the creation of or addition to reserves. The A-E Units are not obligations of the Manager, or any of their respective affiliates. As equity, the A-E Units are unsecured, and rights to receive distributions on the A-E Units are subordinated to the liens and security interests of Fund B's lender and other creditors of Fund B.

Company Borrowing. We intend to borrow money in the name of Fund B from one or more banks or other financial institutions in order to ensure we meet our funding obligations for borrower loans or real estate purchases. Borrowing is meant to be for short term purposes. These short-term borrowings will be paid off through the normal course of business operations via the receipt of loan payoff proceeds, property sale proceeds, or new investment dollars from the sale of A-E Units. These anticipated borrowings will be collateralized or secured by a first priority lien and security interest in Fund B's loan portfolio.

Disbursements of Company Funds. The Manager is authorized to disburse monies from Fund B's account to pay loan funding costs, which primarily consist of the principal amount of the loan that is advanced to the borrower at closing plus fees and costs that are incurred by Fund B for property appraisal reports, title searches and related loan underwriting information that are not paid by the borrower. The Manager will not disburse any Company monies to pay loan funding costs unless:

- the Manager or its designated closing agent has received executed copies of the following documents concerning the loan, all of which are in form and substance satisfactory to the Manager: the promissory note of the borrower; the mortgage or deed of trust securing the loan; if the promissory note, mortgage or deed of trust are in a name other than Fund B, an assignment of the promissory note, mortgage or deed of trust to the Fund, which assignment shall be duly acknowledged and in all respects in recordable form; and the credit application package, which includes the credit application, a preliminary title search, evidence of insurance and, if we require it, a credit report of the borrower and copies of an appraisal or other collateral valuation documents;

- the documents and instruments set forth in the preceding subparagraph are in all respects genuine and as they appear on their face or as are represented in the books and records of Fund B or the Manager; all of the information set forth in such documents and instruments is true and correct, and is not misleading or incomplete in any respect; such documents and instruments have been duly executed by the parties thereto and constitute valid and binding obligations of such parties, enforceable in accordance with their respective terms, which terms have in no way been amended, altered, changed, modified or waived;

- the loan meets all of Fund B's and the Manager's terms and conditions for such loans;

- no payment of principal or interest on the loan has been prepaid or is past due (except the amount, if any, specifically identified in writing as prepaid interest which amount Fund B or the Manager confirms as having been prepaid and as the only amount thereof which has been prepaid);

- there exists no default with respect to the loan;

- the origination, underwriting and closing of the loan, and the terms and provisions of all of the documents and instruments pertaining to the loan, including the loan security documents, comply with all applicable federal and state laws;

- the obligations of the borrower under the loan are not subject to any defense, offset, reduction or counterclaim of any kind or nature whatsoever;

- to the Manager's knowledge, no event has occurred which has materially impaired or is likely materially to impair the value of the loan or the property and improvements that will be encumbered by the mortgage or deed of trust securing the loan;

- to the Manager's knowledge, there has not been any physical damage or deterioration to the property or improvements encumbered by the mortgage or deed of trust securing the loan and such property and improvements have been constructed or are being maintained in full accordance with applicable land use laws and land use permits;

- there is no pending litigation and, to the Manager's knowledge there is no threatened litigation that may affect in any way, by attachment or otherwise, Fund B's title or interest of the loan;

- the Manager does not have any knowledge of any existing, proposed or intended condemnation, exercise of any eminent domain, or any other facts or circumstances that might materially and adversely affect the value or marketability of the loan or the property and improvements encumbered by the mortgage or deed of trust;

- the borrower under the loan has qualified for the loan in accordance with, and the loan complies in all respects with, the underwriting policies and practices and all other requirements of Fund B and the Manager;

- if the property and improvements encumbered by the mortgage or deed of trust securing the loan are either a condominium or a unit in a planned unit development, the constituent documents establishing the condominium project or planned unit development, as the case may be, meet all applicable requirements;

- if the mortgage or deed of trust securing the loan creates a first lien, such lien is reflected in and insured by a lender's policy issued by a recognized title insurance company acceptable to the Manager in an amount at least equal to the original principal amount of the loan, with an assignment or endorsement to Fund B, and if the mortgage or deed of trust securing the loan creates a second lien, such lien is reflected as being in second position behind a first lien that is reflected in and insured by a lender's policy issued by a recognized title insurance company acceptable to the Manager;

- the property and improvements encumbered by the deed of trust or mortgage are or will be covered by a policy of fire and extended coverage hazard insurance written by a recognized insurance company acceptable to the Manager in an amount not less than the lesser of the original principal amount of the loan, or in the case the deed of trust or mortgage create a second lien, in an amount not less than the lesser of the original principal amount of the first and second liens combined, or the replacement value of the structural improvements situated on the property encumbered by the deed of trust or mortgage, with a loss payable endorsement or other mortgage protection clause that has been approved in writing by the Manager for the benefit of the Fund; and

- all policies of mortgage insurance, title insurance, hazard insurance and flood insurance, as applicable, with respect to the loan and the property and improvements encumbered by the deed of trust or mortgage are in full force and effect and have been issued by sound and financially responsible insurance companies duly licensed and qualified to transact business in the state or jurisdiction where the encumbered property and improvements are located, and to the Manager's knowledge, there are no facts or circumstances that reasonably could provide a basis for revocation of any of the policies or defense to any claim or claims made thereon.

The Manager may delay or cancel any requested disbursement of loan funding costs if all of the criteria set forth above have not been satisfied as of the closing date of the loan. Upon cancellation of a disbursement, the Manager will instruct its designated closing agent to return all funds it has received with respect to the affected disbursement, if any, to Fund B in immediately available funds.

The Manager may also disburse funds to approved agents or agencies for the purpose of its borrowers to purchase properties through judicial and non-judicial foreclosure sales. If borrowers are successful in purchasing a property, the previously mentioned guidelines are applicable. If the funds are not used, the funds are to be returned to the appropriate Fund B bank account in immediately available funds.

The Manager may also disburse fund for the purchase of real estate that has been deemed a value-add project. The receipt of an owner's title insurance policy in the name of Fund B will be obtained.

Investment of Funds. The Manager may invest or reinvest Company funds that have not been segregated to pay loan funding costs in a money market or other interest-bearing account maintained at a federally insured financial institution in Spokane, Washington. Such investments and reinvestments will be held in the name of Fund B.

Amendments, Changes and Modifications to the LLC Agreement. The LLC Agreement may not be amended except by the written agreement of the Manager and the Common Unitholders. Notwithstanding the foregoing, (A) the Manager may make (i) any amendment to reflect the admission, substitution or withdrawal of a Unit Holder in accordance with the terms of the Agreement, (ii) any amendment to reflect a change in the name of the Company, its location, principal place of business, registered agent or the registered office of the Company, or (iv) any amendment, supplement, waiver or modification that the Manager determines to be required to comply with applicable law; and (B) any amendment modifying the rights or obligations of any Member in a manner that is disproportionately adverse to (i) such Member relative to the rights of other Members in respect of Units of the same class or (ii) a class of Units relative to the rights of another class of Units, shall in each case be effective only with that Member's consent or the consent of the Members holding a majority of the Units in that class, as applicable.

CAPITALIZATION OF THE FUND

The Fund will not otherwise be capitalized until after completion of the Offering contemplated by this Memorandum.

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BUSINESS

Overview. Our lending activities will consist of originating, holding for investment, and sometimes selling short term loans to real estate investors who specialize in the purchase and sale of distressed residential and commercial properties for investment purposes. Within the commercial properties category property types may be but not limited to multi-family, industrial, warehouse, office, retail, land and new construction. We will not originate, hold or sell permanent residential real estate loans to owner-occupiers. Because we will not make permanent mortgage loans to owner-occupiers, we are not subject to extensive local, state and federal regulation, such as the Home Ownership and Equity Protection Act, Title 1 of the Consumer Credit Protection Act of 1968, as amended (including certain provisions thereof commonly known as the "Truth in Lending Act"), the Equal Credit Opportunity Act of 1975, as amended, the Fair Credit Reporting Act of 1970, as amended, the Fair Debt Collection Practices Act, as amended, the Real Estate Settlement Procedures Act, and state laws and regulations, known as usury laws, that regulate the amount of interest and other charges we can collect from our investor borrowers.

Our loans will be made to real estate investors whose credit needs are not being met by traditional lenders (such as banks, savings and loan associations, and credit unions), who are precluded or impeded by existing regulations and internal lending practices from making such loans. Because of the moderately higher levels of risk associated with such loans, borrowers are required to pay rates of interest in excess of the rates quoted by such regulated financial institutions. We intend to hold most of these loans for investment but to sell a portion of them to purchasers, usually as whole loans but sometimes as undivided participatory interests in such loans.

Our Loan Products. We intend to use the proceeds of this offering to originate and fund short term residential and commercial loans to real estate investors to finance the acquisition, renovation, and remarketing of distressed and under-utilized properties that have significant latent value. The loans will have an average term of twelve months, with maturities ranging from 6 to 36 months. Historically, the Inland Capital companies have seen an average duration of seven months for similar type loans. The loans bear interest and loan fees at above-market rates when compared to conventional mortgages.

Risk Management. Like all lenders, we are exposed to various operating risks, the foremost being interest rate risk and credit risk. We control our interest rate risk by making short-term fixed-rate loans at interest rates that are significantly higher than the rates we pay for invested or borrowed funds, thereby preserving a sufficient gross margin in the event prevailing interest rates increase. We manage our credit risk by requiring our borrowers to make a sufficient down payment on the purchase price of the property being financed, by imposing a loan-to-post-repair value ratio of not greater than 75 percent, by limiting the amount we will loan in any transaction and the amount we will loan to any one borrower. Limits on these policies are reviewed on a regular basis by management. Limiting the length of maturity of our loans is also a method to limit interest rate and credit risk, as it typically allows for us to exit the credit in a relatively short time frame if it is an undesirable asset.

We also adhere to a risk rating system that is applicable to all of our loans. The risk rating system enables us to assess and quantify the perceived risk of loss on each loan at the time a loan is originated and periodically thereafter for so long as we service the loan, and takes into account changes in overall credit risk and systematic credit risk variables. It also enables us to assess the risk of proposed transactions, monitor customer and portfolio quality trends, establish a basis for appropriate pricing, and gauge the degree of attention, servicing and monitoring that may be required with respect to a loan. The more salient features of our risk rating system are described below:

Initial Underwriting Risk Ratings. Assessing risk at the origination of a loan is a key element in monitoring credit risk. All of the loans we originate for retention in our portfolio are assigned a risk rating at the time of approval, using the following risk factor matrix:

Risk Rating 5:	Prime (minimal risk level)
Risk Rating 4:	Good – High Quality (modest risk level)
Risk Rating 3:	Satisfactory (acceptable credit risk)
Risk Rating 2:	Marginal (acceptable with care and special attention)
Risk Rating 1:	Loan is substandard, doubtful/potential loss

Our loan underwriters consider all relevant factors in assigning a risk rating to a loan and may introduce compensating or risk reduction and mitigation factors in making such assessment. Risk factors and weighting of risk factors may be changed from time to time by management, to adjust as economic market conditions strengthen and weaken. These adjustments are made to help mitigate negative effects on the loan portfolio. All loans are approved and risk rating assigned by an executive of the Manager. Loans with risk rating of from 3 to 5 are deemed acceptable and generally desirable, with loans having a risk rating of 3 or 4 potentially having more mitigating factors than loans rated as 5. Loans having a risk rating of 1 or 2 are generally not eligible for financing.

The various criteria we use to assess risk varies depending on the nature of the loan. The primary criteria we employ in evaluating a loan and assigning a risk rating are as follows:

- Borrower and Purpose of Loan Request (Loan Type). Risk factors vary with the nature and purpose of each requested loan. For example, a loan request from a borrower for the purpose of rehabilitating and selling residential real estate has different characteristics and credit risk than a commercial loan to a real estate investor purchasing a 3-bay strip mall to rehab and hold in their rental portfolio.

- Real Property Collateral. In assessing the collateral for a loan, we consider the loan-to-value ratio (utilizing the after repair value, or ARV) of the collateral, market research and marketability analyses of the collateral, relevant entitlement and permitting issues, the proposed loan terms and their relation to our loan policy guidelines, the results of title searches, and insurance coverage. We also conduct a thorough review of all relevant legal documents to ensure the integrity of our lien position and our ability to enforce the agreements. We may also consider additional compensating factors such as additional property or cash collateral arrangements, additional personal guarantees, and permanent or take-out financing commitments. In addition, we require receipt of a policy of title insurance covering the real property given as security for the loans we originate, and the receipt of satisfactory evidence of property insurance in an amount equal to the lesser of the principal balance of the loan or the replacement cost of any improvements, and naming us as a co-insured. The loan to ARV ratios we generally employ in making loans are set forth in the following table.

Loan to ARV %	**Risk Code for LTV**
Less than 55%	5
55% - 59.9%	4
60% - 64.9%	3
65% - 70%	2
Greater than 70%	1

- Credit Characteristics. We do not typically assess a borrower's credit characteristics but rely instead on our market analysis of the value of the real property that is funded by a loan. That said, we are not oblivious to a borrower's credit history and, when necessary, will examine his or her existing mortgages and business debts, obtain personal and business references, and conduct an analysis of the borrower's experience and success as a real estate investor.

- Cash Assets and Net Worth. Among the factors we consider are the borrower's liquid assets and cash on hand, the value of the borrower's equity in his or her business and other real estate holdings, the borrower's equity in the property that is the subject of the proposed loan, and the borrower's ability to cover cost overruns and other unforeseen events.

- Local and Regional Systemic Analysis. We also consider local and regional market variances, for the market the collateral is located and, if different, the market the borrower is located, as well as general economic conditions. This may result in the imposition of loan-to-value restrictions or other "soft-market" limitations as a condition to loan approval.

Ongoing Monitoring and Risk Assessment. Due to the short duration of our loans (average 7 months) risk is re-assessed upon a renewal or extension of a loan or upon the occurrence of a significant event. A significant event could be one that is related to a specific loan or could be one that is more generic or widespread (such as a dramatic change in prevailing interest rates, war or hostilities, or a breakdown in national or international financial markets) that reasonably could have a material

effect on our loans. Changes in risk are based on an ongoing portfolio management and loan performance monitoring, which includes payment history.

Loan Loss Policy. We utilize an allowance for loan loss policy for Fund B's lending operations. Management reviews the policy no less than annually, making any adjustments to the policy's calculation methodology as of the end of the month following their approval by the Manager's executive team. The policy represents management's estimate of credit losses inherent in Fund B's loan portfolio that have not yet been realized, based on a variety of factors, including past loan loss experience, adverse situations that have occurred but are not yet known that may affect the borrower's ability to repay, the estimated value of underlying collateral and general economic conditions. The policy is based on ongoing assessments of the probable estimated losses inherent in the loan portfolio. Due to the expected short average duration of the Fund's loans, the ongoing assessments of loan performance focus primarily on payment monitoring of each loan. The resulting allowance is increased by the provision for credit losses, which is charged against current period operating results, and is decreased by charge-offs, net of recoveries. The policy incorporates the interrelated general risk factors of historical losses by loan type, an assessment of portfolio trends and conditions, and an assessment of specific economic and credit risk factors tracked by management.

The methodology for assessing the appropriateness of the loan loss policy consists of two key elements: general allocations that are based on management's tracking and assessment of key economic and credit factors (such as lending market home price trends, unemployment levels, bankruptcy filing levels, and commercial real estate vacancy trends) that could increase loan loss reserves and are applied against the loan portfolio as a whole; and specific allocations that could increase loan loss reserves by a percentage of each loan's outstanding principal balance if payment is past due by 31 days, 60 days and 90 days. Loan balances identified in this allocation method are not subject to further general allocations—the first of the two methodologies—as it would result in a doubling of the reserve on those loan balances.

Loan Administration and Servicing. Loan servicing includes matters associated with the closing of the loan itself (including the recording of appropriate security instruments and the retention of closing documents) and post-closing matters such as collecting payments under the loan documents, maintaining records of payment, notifying the borrower in the event of delinquency and, if necessary, retaining counsel to pursue collection, loan workout, or foreclosure remedies. The Manager anticipates acting as the primary servicer or paying a fee to Inland Capital LLC to act as the primary servicer for Fund B's loans. In some instances, the Manager or Inland Capital LLC, will utilize third party vendors to undertake certain servicing actions, such as, for example, retaining attorneys to initiate and complete a foreclosure action. As disclosed elsewhere in this Memorandum, Fund B may from time-to-time purchase loans that were originated and are held by nonaffiliated entities that wish to retain the servicing rights to the loans, at a cost to the Fund. Although the Manager may not obtain the servicing rights with respect to these loans, it will continue to represent Fund B in conjunction with the loans and the third-party seller-servicers of the loans.

Conflicts of Interest. Fund B may finance new loans that are originated by the Manager or any of the Inland Capital companies. The Manager may in the future sponsor and manage additional pooled investment vehicles to acquire loans similar to the loans that will be acquired by Fund B. In addition, Fund B itself may issue other series of class interests or form new entities to raise capital to fund and hold real estate loans and real property assets. These activities could result in conflicts of interest in the selection of loans or properties that are funded for the account of Fund B and those that are selected and funded for the accounts of other affiliated entities and security holders.

These conflicts of interest could arise in a number of ways, owing to the differing characteristics of the borrowers with whom we do or will do business and the real property that is or will be given as security for repayment of the loans we make or will make. For example, loans made to qualified real estate investors that are secured by residential real estate may have less risk than loans to other qualified investors secured by rural, commercial or recreational real estate because residential real estate is typically easier to market. And while all of the loans we fund must meet certain underwriting criteria, those having greater risk profiles could be more susceptible to default and risk of loss. Conflicts could also arise if, for example, we were to have a higher concentration of specific types of loans in one portfolio and more diverse portfolios in others, or if the geographic concentration of loans is skewed more heavily against or in favor of one portfolio as opposed to another.

In addition, the Fund may contract with the Manager or any of its direct or indirect affiliates for the provision of escrow, closing, foreclosure or other loan administrative services - in addition to the Manager's duties and obligations to the Fund as its manager.

We recognize that these conflicts of interests do and will exist, and have established the following guidelines and operating policies to address and ameliorate them to the extent possible:

(a) The Manager has established guidelines to address the placement of loans between Fund B and Fund A during the period that Fund A is still active and making new loans and Fund B is still raising capital and may have liquidity constraints. These guidelines provide for tests to be applied to determine the most appropriate placement of such loans, summarized as follows:

(1) First Test for best placement - Collateral Type: Evaluate the collateral type of the loan and determine whether it is more appropriate for Fund B or Fund A. Fund A

- Fund A is more limited in this guideline, thus restricted to the types of collateral it can lend on:
  - SFR
  - Small Commercial with a 10% portfolio concentration limitation
  - Geography – WA, OR and ID
- Fund B is a less limited to the types of collateral it can lend on:
  - SFR
  - Commercial, Land, Construction
  - Geography – no limitations

If the preceding test indicates that a loan could be placed in either Fund A or Fund B, then the following test would be applied:

(2) Second Test for best placement - Liquidity Availability

- If Fund B has liquidity available, the loan will be placed with Fund B.

(b) The Fund will not purchase or sell any loans from or to the Manager, Inland Capital Group or any of their direct and indirect affiliates where such loans are in default or the Manager has knowledge of credit risk factors that indicate such loans have a high likelihood of default in the future. Prior to any such sale, the Manager will "re-underwrite" all loans being purchased.

(c) The Fund will not purchase or sell participatory interests in loans—these being loans the fractional undivided interests in which are also purchased by or sold to the Manager, Inland Capital Group or any of their direct or indirect affiliates—except upon the same terms and conditions, and then only if the Fund does not have sufficient funds to purchase the whole loan or the Manager determines in its reasonable discretion that the loan presents certain risk or other characteristics that make such participation necessary or advisable.

(d) The Manager does not anticipate providing escrow, closing, foreclosure and other services to the Fund, but will instead contract with third-party providers of such services. Should the Manager later determine to provide any such services to the Fund, it will be upon terms and conditions that are at least as favorable to the Fund as those that could have been obtained by the Fund from a third-party provider.

Loan Performance. As Fund B is a new entity, we are providing the following table for Inland Capital Fund LLC, the first fund opened and operated by the executives of the Manager. The table sets forth information for the six-month period ended December 31, 2017 and the year ended December 31, 2018 concerning the performance of the loans that Inland Capital Fund LLC originated during such periods.

	Year Ended December 31, 2018 12 Months	**Year Ended December 31, 2017 6 Months (July-Dec)**
Number and gross principal amount of loans	184/$33,702,288	67/ $10,866,838
Average principal amount of loans	$183,164	$162,192
Weighted average interest rate	11.10%	12%
Average loan to value ratio	52%	55%
Percentage of loans paid in full*	100%	100%

Number / percentage of defaulted loans	0 / 0.00%	2 / 1.37%
Number / percentage of foreclosed loans	0 / 0.00%	1 / 0.68%

**only includes loans that have paid off. As of 12/31/2018 there are loans from these years that are still active*
> 2017 – 6 loans for $869,868
> 2018 – 111 loans for $19,957,968.52

Fees, Costs and Compensation. The amounts we charge in connection with the origination, administration and servicing of loans vary depending upon the particular attributes of each loan. The following table sets forth only general information concerning these fees.

Type of Fee	Amount of Fee	Payor and Recipient of Fee
Loan origination fee	4% - 1% but discounted by 2% - 0% if the loan is fully paid within five months	Paid by the borrower at loan payoff (financed at origination).
Loan processing and closing fee	Currently approximately $1,090 per loan	Paid by the borrower, at loan payoff.
Delinquency charges	The rate of interest charged on defaulted loans is currently 24% per annum. Late Fee – 10% of monthly payment	Paid by the borrower Paid by borrower at loan payoff.
Closeout, reconveyance and miscellaneous escrow fees	Included in loan processing and closing fees	Paid by the borrower at loan payoff.

Marketing and Sources of Loans. We actively market our lending services to a variety of real estate professionals in our market areas, including multiple listing services, realtors, boards of realtors, on-line realty services, and other lending institutions whose lending criteria prevent them from making the types of loans we offer.

THE LOAN PORTFOLIO

Overview. We will use the proceeds of the initial issuance of the A-E Units to fund loans and to a lesser extent purchase real property deemed to be value-add projects.

The Loan Portfolio. As Fund B is a new entity, there is not an existing portfolio to review. Prospective purchasers are advised that the Manager and its personnel are available to answer any questions concerning the Fund's plans regarding its loan portfolio and will provide prospective purchasers with additional information concerning the loan portfolio that they may reasonably request, without charge.

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SUMMARY OF THE LLC AGREEMENT

Following is a brief summary of certain provisions of our LLC Agreement, a copy of which is included in full as Exhibit A to this Memorandum. The summary highlights only the most important information about this LLC Agreement, and is not complete.

Formation and Business; Differences from Corporate Form. We were organized as a limited liability company under the Washington Limited Liability Company Act on November 5, 2019.

A limited liability company differs in many respects from a corporation, which *i*s the form in which most business enterprises are organized. For example, a limited liability company is managed by a manager or members selected by its voting members, whereas a corporation is managed by a board of directors selected by its shareholders who, in turn, appoint executive officers to manage the corporation on a day-to-day basis. Unlike a corporation, which pays taxes at the corporate or entity level, profits and losses of a limited liability company, and other tax items, are, except as described below under the heading *Certain Material U.S. Federal Income Tax Considerations – Federal Income Tax Audits*, passed through to its members, according to their respective ownership interests.

Management.

Exclusive Authority of the Manager. Our business and affairs are managed exclusively by our Manager, Tenet Capital, LLC. The Manager has complete authority, power and discretion to manage virtually all aspects of our business, including the power to authorize the issuance of additional units.

Limitation of Liability. The LLC Agreement provides that no Manager, Member, Partnership Representative or Designated Individual (each a "Covered Person") shall have liability to the Company or its Members for monetary damages for conduct as a Covered Person, except for acts or omissions that involve a breach of the LLC Agreement, intentional misconduct, a knowing violation of law, conduct that resulted in the making of an unpermitted distribution, or for any transaction from which the Covered Person has personally received a benefit in money, property or services to which the Covered Person was not legally entitled.

Indemnification. The LLC Agreement provides that the Company will indemnify each Covered Person from and against any judgments, settlements, penalties, fines or expenses incurred in a proceeding to which the Covered Person is a party because he, she or it is, or was, a Covered Person; provided, that a Covered Person shall not be indemnified from or on account of acts or omissions of the Covered Person finally adjudicated to be a breach of the LLC Agreement, intentional misconduct or a knowing violation of law by the Covered Person, conduct of the Covered Person adjudged to have resulted in the making of an unpermitted distribution, or any transaction with respect to which it was finally adjudged that the Covered Person received a benefit in money, property or services to which the Covered Person was not legally entitled. The right to indemnification includes the right to be paid by the Company the expenses incurred in defending any such proceeding in advance of its final disposition; provided, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Company of an undertaking, by or on behalf of the Covered Person to repay all amounts so advanced if it shall ultimately be determined that the Covered Person is not entitled to be indemnified; provided, further, no Covered Person shall be entitled to be paid such expenses in advance of final disposition in a proceeding that is brought against the Covered Person by the Company.

Capital Contributions and Capital Accounts.

Capital Contributions. The initial Capital Contribution of each Unit Holder will be the amount he or she pays for the A-E Units we are offering, and such holder's Capital Contribution will be set forth on a schedule to the LLC Agreement.

Capital Accounts. We will maintain a separate Capital Account for each Unit Holder in accordance with the requirements in applicable Treasury regulations. Each Unit Holder's Capital Account will initially be the amount he or she pays for the A-E Units we are offering, and generally will be increased by any additional Capital Contributions by the Unit Holder, any allocated Profits and any specially allocated income and gain. Each Unit Holder's Capital Account will generally be decreased by the amount of money (or the fair market value of any property) distributed to such Unit Holder, the amount of any allocated Losses and any specially allocated losses and deductions.

Allocations of Profits and Losses. In general, our Profits or Losses for any Fiscal Year or other relevant period shall be allocated among the Unit Holders in such a manner that causes each Unit Holder's capital account as nearly as possible to have a balance equal to (i) the amount such Unit Holder would receive (or be obligated to contribute) if all assets of the Fund (including cash) were sold for their gross asset values, all liabilities of the Fund were satisfied in accordance with their terms (limited with respect to each nonrecourse liability to the gross asset values of the assets securing such liability) and all remaining assets were then distributed to the Unit Holders pursuant to the LLC Agreement, less (ii) such Unit Holder's share of "partnership minimum gain" and "partner nonrecourse debt minimum gain" immediately prior to such hypothetical sale, less such Unit Holder's obligation (if any) to make capital contributions. Certain special allocation rules may apply to certain tax items, such as deductions attributable to non-recourse indebtedness.

Distributions.

Quarterly Distributions

Each issued and outstanding Class A-E Unit shall entitle each Class A-E Unit Holder of record thereof to receive out of Distributable Cash cumulative distributions (payable in cash), when, as and if declared by the Manager, equal to six percent (6%) of such holder's Capital Contribution per annum, subject only to the rights, if any, of other Class A-E Unit Holders to receive distributions. Such distributions shall be payable quarterly in arrears in equal installments, on January 15th, April 15th, July 15th, and October 15th of each year commencing in the fiscal quarter following the Company's receipt of minimum subscriptions of $500,000 of Units pursuant to the offering of such Units.

Annual Distributions

As shown in the previous table, each issued and outstanding Class A-E Unit shall entitle each Unit Holder of record thereof to receive distributions (payable in cash), out of the remaining Distributable Cash for such Fiscal Year (after taking into account the amounts of Distributable Cash for such Fiscal Year distributed as quarterly distributions), payable annually in arrears within thirty (30) calendar days of the completion of the audit of the Company's financial statements for the most recent Fiscal Year for each year commencing in the year following the Company's receipt of minimum subscriptions of $500,000.00 of Units pursuant to the offering of such Units. The remaining Distributable Cash for such Fiscal Year shall initially be apportioned among the Class A-E Unit Holders in proportion to the number of Units held by each during such Fiscal Year, determined on a per Unit, per diem basis. The amount initially apportioned to any Class A-E Unit Holder pursuant to the immediately preceding sentence with respect to Class A-E Units shall then be reapportioned as between such Class A-E Unit Holder, on the one hand, and the Common Unit Holder, on the other hand, and distributed as follows:

(a) In the case of a Class A Unit, 55% to the Class A Unit Holder and 45% to the Common Member;
(b) in the case of a Class B Unit, 45% to the Class B Unit Holder and 55% to the Common Member;
(c) In the case of a Class C Unit, 30% to the Class C Unit Holder and 70% to the Common Member;
(d) in the case of a Class D Unit, 20% to the Class D Unit Holder and 80% to the Common Member; and
(e) in the case of a Class E Unit, 5% to the Class E Unit Holder and 95% to the Common Member.

Liquidating Distributions

Upon liquidation of the Fund, distributions to Unit Holders will first be made to the A-E Unit Holders in proportion to their unreturned Capital Contributions, until each Unit Holder's unreturned Capital Contributions have been reduced to zero. Thereafter, distributions will be made to A-E Unit Holders in the amount of any accrued but undistributed Quarterly Distributions. Finally, any remaining proceeds available for distribution will be distributed in the manner described above for Annual Distributions.

Dispute Resolution. Any disputes regarding the terms of the LLC Agreement, its interpretation or the performance of any of the duties and obligations of any party to the LLC Agreement will be resolved in the state and federal courts located in Spokane County, Washington.

Term and Termination. The Fund will exist in perpetuity, subject to earlier termination upon the written agreement of the Manager and Members holding a majority of the Common Units, the sale of all or substantially all of the Fund's assets or upon the occurrence of other specified events. Upon termination and dissolution, the Manager will take steps to liquidate and distribute Fund B's assets.

Certain Material U.S. Federal Income Tax Considerations

Important Cautionary Note: The following discussion summarizes certain, although not all, U.S. federal income tax considerations relating to an investment in the Fund by U.S. persons, as defined below. These considerations may vary with the identity and status of the investor. This summary provides only a general discussion and does not represent a complete analysis of all potential tax consequences arising from an investment in the Fund. It is based on the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), the Treasury Regulations promulgated thereunder, and judicial and administrative interpretations thereof, all as of the date hereof. No assurance can be given that future legislation, Treasury Regulations, administrative pronouncements or court decisions will not significantly change applicable law, perhaps retroactively, and materially affect the following discussion. No advance rulings have been or will be requested from the Internal Revenue Service (the "Service") as to any matter, and there can be no assurance that the Service will not successfully assert, or that a court would not sustain, a position contrary to anything outlined in this discussion. Moreover, no legal opinion has been received or requested by the Fund regarding tax consequences relating to the Fund or an investment in the Fund.

The effects of any foreign, state or local tax law, alternative minimum tax, net investment income tax, or federal tax law other than income tax law, are not addressed in the following discussion. This summary addresses only prospective investors who will hold their A-E Units as "capital assets" within the meaning of Section 1221 of the Code, and also does not address tax considerations that may apply to prospective investors who are subject to special tax rules, such as entities treated as partnerships for U.S. federal income tax purposes, banks, insurance companies, tax-exempt organizations (including individual retirement accounts and qualified retirement plans (except to the limited extent of the discussion under the heading "Retirement Plan and IRA Investors," below)), regulated investment companies, real estate investment trusts, dealers or traders in securities or currencies, persons who hold their A-E Units as part of a hedging, "straddle" or "conversion" transaction or otherwise as part of a holding with any other position. This summary applies only to prospective investors who are U.S. persons, defined as (i) individual citizens or residents of the United States, (ii) corporations created or organized under the laws of the United States or any state or political subdivision thereof (including the District of Columbia) or entities treated as corporations for U.S. federal income tax purposes, (iii) estates, the incomes of which are subject to U.S. federal income taxation regardless of the source of such income or (iv) trusts subject to the primary supervision of a U.S. court and the control of one or more U.S. persons.

Status as a Partnership. Under applicable Treasury Regulations, a unincorporated entity formed in the U.S. which has two or more owners, such as the Fund, will be treated as a partnership for U.S. federal income tax purposes unless it elects to be treated as an association taxable as a corporation or is a "publicly traded partnership" that is taxable as a corporation. The Manager does not intend to elect to have the Fund be treated as an association taxable as a corporation. The Manager also does not believe that the Fund will be treated as a publicly traded partnership, as it expects the Fund to satisfy a safe harbor under applicable Treasury Regulations. The balance of this discussion assumes that the Fund will be treated as a partnership for U.S. federal income tax purposes and that the holder of common units and the holders of A-E Unit (collectively, the "***Members***") will be treated as partners of the Fund for U.S. federal income tax purposes. For purposes of this discussion, common units and A-E Units are referred to individually as a "**Unit**" and collectively as "**Units**."

Pass-Through of Tax Attributes; Limitations on Use of Losses. Except as described below under the heading "Federal Income Tax Audits," the Fund will not be subject to federal income taxes on its income. Instead, each Member will be required to report on his, her or its federal income tax return such Member's allocable share of all items of income, gain, loss or deduction of the Fund for the Member's taxable year within which the Fund's taxable year ends. The ability of a Member to utilize his, her, or its share of Fund losses (if any) to offset income from other sources may be substantially limited by, among other restrictions, the basis limitation rules of Code Section 704(d), the at-risk rules of Code Section 465, the passive activity loss rules of Code Section 469, and the excess business loss rules of Code Section 461(l) (applicable to non-corporate Members for taxable years after December 31, 2017 and before January 1, 2026). The Manager will cause the Fund to provide tax reporting information to the holders of Units no later than 90 days following the end of each calendar year. Members should consult their own accountants or tax professionals for individual tax planning and tax return preparation and filing advice.

Allocations of Profits and Losses. Allocations of Profits, Losses and other tax items under the Fund's LLC Agreement will be respected by the Service only if they either have "substantial economic effect" or are in accordance with

the "partners' interests in the partnership." The Fund's LLC Agreement is not written in such a way that these allocations will have substantial economic effect. Instead, the allocations of Profits, Losses, and other items are "forced" on an annual basis to follow the manner in which distributions would be made to the Members if (hypothetically) the Fund's assets were sold for their book value at the end of the relevant year and the Fund paid its liabilities and liquidated. This approach provides certainty regarding the manner in which distributions will be made among the Members, but does not have the benefit of complying with the substantial economic effect safe harbor rules in the Treasury Regulations. The "partner's interest in the partnership" test is applied on the basis of all of the facts and circumstances relating to a Member's investment in the Fund and can be difficult to apply. Accordingly, the Service could challenge allocations of Profits, Losses, and other tax items among the Members, which could result in a Member being allocated a greater share of Fund income or gain, or a lesser share of Fund losses or deductions, which in turn could increase the Member's tax liability. In the event that the Fund does not have sufficient taxable income during a taxable year to cover the quarterly distributions that have accrued during that year, it is possible that the Service could recharacterize such excess quarterly distributions as "guaranteed payments" to a Member under Code Section 707(c) when paid or accrued by the Fund under its method of accounting. Any amounts recharacterized as guaranteed payments to a Member would generally treated as interest by the Member and may be deductible by the Fund (subject to potential limitations under Code Section 163(j), discussed below).

Pass-through Deduction for Qualified Business Income. For taxable years beginning after December 31, 2017 and ending on or before December 31, 2025, a Member that is an individual, a trust or an estate is entitled to a deduction of up to 20 percent of such Member's allocable share of the Fund's "qualified business income" (the "Section 199A Deduction"). The Section 199A Deduction is subject to a number of complex limitations and there is some uncertainty regarding the application of the Section 199A Deduction to various types of income. Members should consult with their tax advisors regarding the availability of the Section 199A Deduction.

Character of Fund Income. The Fund expects that all or substantially all of its income will be taxable as ordinary income.

Tax Liabilities May Exceed Cash Distributions. Members are required to report on their federal income tax returns their respective shares of the Fund's items of income and gain, whether or not such income is actually distributed by the Fund. Accordingly, a Member may not receive cash distributions from the Fund sufficient to allow the Member to pay tax liabilities arising from allocations of Fund income, in which case the Member would be required to satisfy that tax liability with funds from other sources.

Disallowance of Certain Expenses Deducted by the Fund. The Fund will deduct certain operating expenses and an amortizable portion of the Fund's organizational expenses. It is possible that the deduction of some or all of such expenses may be challenged by Service. If any such challenge were to be successful (and there can be no assurance that it would not be successful), it could result in materially reduced tax deductions or an increase in taxable income to a Member in the years with respect to which such deductions are disallowed. Certain of the Fund's expenses may be treated as "miscellaneous itemized deductions." For taxable years beginning before January 1, 2026, otherwise deductible expenses incurred by noncorporate taxpayers constituting miscellaneous itemized deductions, generally including investment-related expenses (other than interest and certain other specified expenses), are not deductible. For taxable years beginning on or after January 1, 2026, such miscellaneous itemized deductions are deductible only to the extent they exceed 2 percent of the taxpayer's adjusted gross income for the year.

Limitations on Interest Deductions. The Fund generally is entitled to a deduction for interest paid or accrued on indebtedness properly allocable to its trade or business during its taxable year. The Fund expects that all of its interest expense will be properly treated as business interest, rather than investment interest. Code Section 163(j) imposes a limitation on the deductibility of business interest, generally equal to the sum of business interest income and 30 percent of "adjusted taxable income "Adjusted taxable income" is computed without regard to any business interest or business interest income, and in the case of taxable years beginning before January 1, 2022, any deduction allowable for depreciation, amortization or depletion. For purposes of applying the Code Section 163(j) limitation, guaranteed payments to a Member for the use of such Member's capital are treated as business interest. Code Section 163(j) does not, however, apply to certain small businesses. Depending on whether the Fund qualifies for the small business exception, its business interest expense may be subject to limitation under Code Section 163(j). Even if the small business exception were to apply to the Fund, each Member will be required to take Code Section 163(j) into account in calculating the Member's own federal income tax liability, as the business interest expense of the Fund will retain its character as such in the hands of the Member. Each

Member should consult his, her or its own tax advisor regarding the application of Code Section 163(j) to the Member's particular tax situation.

Any interest expense incurred to purchase Units may be limited as to immediate deductibility. Code Section 163(d) limits the amount of "investment interest" that non-corporate taxpayers may deduct for U.S. federal income tax purposes. A taxpayer subject to Code Section 163(d) may deduct investment interest only to the extent of the taxpayer's "net investment income." Any deduction for investment interest that is disallowed may be carried over to subsequent years to offset net investment income. The interest expense on indebtedness incurred to purchase or carry Units will be subject to the investment interest limitation.

Distributions and Sales of Units. A Member will recognize gain on receiving a cash distribution from the Fund to the extent that the distribution exceeds the Member's adjusted basis in its interest in the Fund, calculated after taking into account allocations of Fund income and loss for the taxable year in which the distribution occurs. For these purposes, distributions include any distribution to the Member, any payments in partial or complete redemption of the Member's Units and any reduction in the Member's share of Fund liabilities previously included in the Member's basis in his, her or its interest in the Fund.

Gain recognized as a result of a non-liquidating distribution from the Fund generally will be taxable to a Member as either short-term or long-term capital gain, depending on the Member's holding period for his, her or its Units, except to the extent that the gain is attributable to so-called "hot assets" held by the Fund. The Fund expects that its hot assets will include (i) certain accrued receivables, which are considered unrealized receivables for purposes of Code Section 751, (ii) depreciation recapture related to the Fund's tangible property, which is considered unrealized receivables for purposes of Code Section 751, and (iii) certain owned real estate assets held for sale to customers in the ordinary course of business, which are considered inventory for purposes of Code Section 751. It is possible that the Fund could hold other hot assets in the future. If a distribution from the Fund to a Member is attributable to hot assets, the tax impact will be governed by the complex provisions of Code Section 751, but generally could result in the recognition of ordinary income by the Member and/or the Fund.

A Member whose Units are completely repurchased by the Fund upon optional redemption, on liquidation of the Fund, or otherwise, will recognize gain or loss, depending upon whether the amount realized exceeds or is less than the Member's adjusted tax basis in the Member's Units. The gain or loss will generally be taxable to the Member as either short-term or long-term capital gain or loss, depending on the Member's holding period, except to the extent it is subject to recharacterization as ordinary income or ordinary loss as a result of the application of the rules of Code Section 751.

A Member who sells all or a part of such Member's Units to a third party will recognize gain or loss, depending upon whether the amount realized exceeds or is less than the Member's adjusted tax basis in the Units that are sold. The gain or loss will generally be taxable to the Member as either short-term or long-term capital gain or loss, depending on the Member's holding period, except to the extent it is subject to recharacterization as ordinary income or ordinary loss as a result of the application of the rules of Code Section 751.

The U.S. federal income tax rates currently applicable to long-term capital gains recognized by non-corporate taxpayers are lower than the rates applicable to ordinary income of such taxpayers. The ability to use capital losses is subject to significant limitations under the Code.

Tax Basis of Members' Units. Generally, the tax basis of a Member in his, her or its Units is equal to the Member's cash capital contributions to the Fund, increased by (A) the Member's share of the Fund's income and gain and its share of certain Fund liabilities and reduced by (B) the Member's share of the Fund's losses (if any), Fund distributions made to the Member, reductions in the share of Fund liabilities previously included in the Member's tax basis and the Member's share of certain other expenditures—*i.e.*, nondeductible Fund expenditures not properly chargeable to capital account.

Section 754 Election. The Fund may file, at the discretion of the Manager, an election under Code Section 754 to adjust the tax basis of Fund property in connection with certain distributions to a Member, or upon transfer of an interest in the Fund by sale or exchange or on the death of a Member.

In general, if this election is made, and a Member recognizes gain as a result of a distribution from the Fund, the

Fund must increase the tax basis of its remaining property by the amount of gain recognized. Conversely, if a Member recognizes a loss as a result of a distribution from the Fund, the Fund must decrease the basis of its remaining property by the amount of the loss recognized by the distributee Member.

Where an election under Section 754 has been made and a transferee Member's tax basis in his, her or its Units is either greater or less than its proportionate share of the Fund's tax basis in its assets, The Fund's tax basis in its assets shall increase or decrease (as the case may be) by such difference. Such increase or decrease will constitute an adjustment to the basis of the Fund's property with respect to the transferee Member only.

In certain circumstances where a partnership has substantial built-in losses inherent in its assets or a distribution from the partnership would result in a substantial basis reduction, the basis adjustments described above are mandatory even if the partnership does not have a Section 754 election in effect.

Retirement Plan and IRA Investors. All or a portion of the net income of the Fund allocated to an individual retirement account ("IRA") or qualified retirement plan ("Retirement Plan") that invests in the Fund is expected to constitute unrelated business taxable income. As a result, if an IRA or Retirement Plan invests in the Fund, a portion of any net income of the Fund allocated to such Member may constitute income taxable to the IRA or Retirement Plan in the year it is allocated, notwithstanding that the IRA or Retirement Plan is otherwise exempt from federal income tax.

No Overall Tax Benefit Intended. An investment in the Fund is not intended to confer upon any investor tax-shelter benefits and it is not expected that any Member will, on a cumulative basis over the term of such Member's investment in the Company, recognize any such benefits from an investment in the Company.

Federal Income Tax Audits. Under partnership tax audit rules applicable for taxable years beginning after December 31, 2017, the Manager, initially acting through its chief financial officer, Ty Rembe, will be the Fund's "partnership representative" with the authority to determine the Fund's response to any federal income tax audit and to make all related decisions and elections. Under these tax audit rules, the Fund (rather than the Members) will generally be required to pay any "imputed underpayment" (as defined in the Code), including interest and penalties, resulting from an adjustment to the Fund's items of income, gain, loss, deduction or credit, or an adjustment to the allocation of such items among the Members. Any such imputed underpayment will be based on the highest individual or corporate income tax rate in effect for the year being audited, unless the Fund is able to establish that all or part of the underpayment would have otherwise been taxed at a lower rate.

If the Fund undergoes a federal income tax audit and has to pay an imputed underpayment, which may include penalties and interest, the Manager may treat such amount as a Fund expense or, alternatively, may allocate such amount among the current and former Members in such equitable manner as it determines, with the result that (i) the amount may be treated as a distribution to such person or may be required to be repaid by such person upon demand by the Manager and (ii) such person will be required to indemnify the Fund and the other Members from and against any and all liability with respect to such amount to the extent it exceeds (when taking into account other withholdings) amounts otherwise distributable to such Member. As an alternative to having the Fund pay the imputed underpayment, the partnership representative may elect under Code Section 6226 to cause each person that was a Member in the taxable year to which the audit adjustments relate to take into account on such person's tax return for the taxable year in which the audit adjustments become final and pay to the Service the tax attributable to such person's share of any adjustment, including such person's share of penalties. In such a case, the current and former Members subject to the liability attributable to such audit adjustment would be subject to a higher rate of interest with respect to any underpayment than would have applied if the Fund were subject to the underpayment.

Any actions taken by the partnership representative will be binding on both the Fund and the Members. The Service will not be required to provide notice of any audit or proceeding to any person other than the partnership representative. The application of certain aspects of these new partnership audit rules is unclear. As a result, potential investors are encouraged to consult with their tax advisors regarding the possible implications of the new partnership audit rules on an investment in the Fund.

State and Local Taxes. Investing in the Fund may subject a Member to certain state and local income or excise taxes in states in which the Fund may be deemed to be doing business or own property. At the request of a Member, the

Fund may, but is not required to, include such Member in a composite state or local income tax filing in states in which the Member is a non-resident or does not otherwise already have an income tax return filing obligation. Any amounts paid by the Fund on behalf of a Member in connection with any composite return filing will be treated as advances against distributions to which the Member would otherwise be entitled under the LLC Agreement and are subject to a reimbursement obligation on behalf of such Member under certain circumstances set forth in the LLC Agreement. If a Member is included in a composite state or local tax return filed by the Fund, the Member's share of the composite tax liability may exceed the tax liability that would otherwise be incurred by the Member if the Member filed its own non-resident income tax return in that jurisdiction. **Members should consult with their tax advisors regarding state and local tax matters.**

Future Federal Income Tax Legislation or Changes in Regulations or Other Administrative Guidance. The federal income tax laws are the subject of continuing scrutiny and proposals for amendment. Any new legislation may affect, possibly retroactively, the tax treatment of an investment in the Fund by a Member. An assessment of the effect of this or any tax law changes must await the enactment of such legislation. Even without new legislation, the Service might issue new regulations or other administrative guidance, or judicial authority may change, any of which may have retroactive effect, and any of which could affect an investment in the Fund by a Member. In particular, the Service and Treasury expect to continue issuing a significant number of regulations and other items of administrative guidance interpreting the provisions of the 2017 Tax Act and the tax provisions of the Consolidated Appropriations Act, 2018.

The foregoing discussion of certain material U.S. federal income tax consequences is for general information purposes only and is not intended to be, and should not be construed as, legal or tax advice for any particular investor. The tax consequences of an investment in A-E Units to any particular investor will depend on that investor's particular situation. Potential investors should consult their own tax advisors concerning the U.S. federal income tax consequences to them of owning and disposing of A-E Units in light of their particular situations, as well as any consequences arising under the net investment income tax, the alternative minimum tax, other aspects of U.S. federal taxation other than those pertaining to the income tax, any tax consequences arising under the laws of any state, local or non-U.S. taxing jurisdiction, and the effect of any proposed change in the tax laws.

REPORTS

As soon as practicable after the end of each fiscal year, we will furnish to each Unit Holder a statement suitable for use in the preparation of the Unit Holder's income tax return and, if requested, an unaudited financial report of the activities of the Fund for the preceding fiscal year, including the balance sheet of the Fund as of the end of such fiscal year and a statement of income or loss for such fiscal year. An audit by the independent public accountants will not be obtained for the 2019 operating year, as Fund B will have operated for no more than two months.

LEGAL MATTERS

Davis Wright Tremaine LLP, Seattle, WA, advised Fund B as to legal matters related to the Offering and reviewed the statements under the section of this Memorandum entitled "*Certain Material U.S. Income Tax Considerations*". Davis Wright Tremaine LLP represents Fund B and does not represent investors in the A-E Units, and such counsel disclaims any fiduciary or attorney-client relationship with investors in the A-E Units with respect to Fund B and the Offering. The attorneys, accountants and other experts who perform services for Fund B and perform such services at the request of and solely for the benefit of Fund B and its Affiliates, and do not represent, or intend to provide any benefit to, or take into consideration the interests of, the holders A-E Units.

ADDITIONAL INFORMATION

Prospective investors who have questions about this offering are encouraged to contact us. We will provide such additional, non-confidential information about us and our business as is reasonably requested, without charge. These inquiries should be directed to Aaron Cunningham, Jason Delp, or Chris Vincent at (509) 473-0096 or (253) 642-6602.

FINANCIAL STATEMENTS

As Tenet and Fund B are new entities there are no financial statements available.

Exhibit A to Memorandum
(LLC Agreement)

LIMITED LIABILITY COMPANY AGREEMENT

OF

INLAND CAPITAL FUND B LLC

(a Washington Limited Liability Company)

Dated and Effective

as of

November 5, 2019

THE UNITS DESCRIBED IN THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE LAW AND MAY NOT BE SOLD OR TRANSFERRED (A) IN ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE LAW OR EXEMPTIONS FROM REGISTRATION THEREUNDER AND (B) IN COMPLIANCE WITH THE PROVISIONS SET FORTH IN THIS LIMITED LIABILITY COMPANY AGREEMENT.

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EXHIBITS

LIMITED LIABILITY COMPANY AGREEMENT
of
INLAND CAPITAL FUND B LLC

(a Washington Limited Liability Company)

THIS LIMITED LIABILITY COMPANY AGREEMENT, dated as of November 5, 2019, is made among the Persons whose signatures appear on the signature page hereof.

FORMATION

Certificate of Formation. A Certificate of Formation was filed on November 5, 2019, the date on which the term of the Company began.

Name. The name of the limited liability company is "Inland Capital Fund B LLC."

Purpose. The principal purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be organized under the Act, and to exercise any and all powers necessary or reasonably connected or incidental to such purpose that may be legally exercised by the Company.

Term. The term of the Company shall continue perpetually, unless the Company is earlier dissolved in accordance with Article 0.

Principal Place of Business. The principal place of business of the Company shall be 2607 S Southeast Blvd, Ste A100, Spokane, Washington. The Manager may relocate the principal place of business or establish additional offices from time to time.

Registered Office and Registered Agent. The Company's initial registered agent and the address of its initial registered office are as follows:

Name	Address
Ty Rembe	2607 S Southeast Blvd, Ste A100 Spokane, WA 99223

The registered office and registered agent may be changed by the Manager from time to time by filing a statement of change as required by RCW 25.15.020.

No Personal Liability. Except as otherwise required under this Agreement or by the Act, all 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 Unit Holder or Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being or acting as a Unit Holder or a Manager.

DEFINITIONS

Definitions. The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided in this Agreement):

"Act" means the Washington Limited Liability Company Act (RCW Ch. 25.15), as amended from time to time.

"Affiliate" means, with respect to any Person, (i) any other Person directly or indirectly controlling, controlled by, or under common control with such Person, (ii) any Person owning or controlling fifty-one percent (51%) or more of the outstanding voting interests of such Person or, (iii) any officer, director, or general partner of such Person, or (iv) any officer, director, general partner, trustee, or holder of fifty-one percent (51%) or more of the voting interests of any Person described in clauses (i) through (iii). For purposes of this definition, the term "controls," "is controlled by" or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this limited liability company agreement, as originally executed and as amended from time to time.

"**Annual Distribution**" means a distribution to Unit Holders in accordance with Section 8.1.2.

"Capital Contribution" means the amount of cash (and cash equivalents) and the Fair Market Value of any other property contributed by a Unit Holder to the capital of the Company (net of any liabilities assumed by the Company in connection with the contribution or to which the contributed property is subject).

"Class A Unit Holder" means a Unit Holder holding Class A Units.

"Class A Units" means those Units designated as Class A Units.

"Class A-E Unit Holder" means a Unit Holder holding Class A Units, Class B Units, Class C Units, Class D Units and/or Class E Units.

"Class A-E Units" means those Units designated as Class A Units, Class B Units, Class C Units, Class D Units and Class E Units.

"Class B Unit Holder" means a Unit Holder holding Class B Units.

"Class B Units" means those Units designated as Class B Units.

"Class C Unit Holder" means a Unit Holder holding Class C Units.

"Class C Units" means those Units designated as Class C Units.

"Class D Unit Holder" means a Unit Holder holding Class D Units.

"Class D Units" means those Units designated as Class D Units.

"Class E Unit Holder" means a Unit Holder holding Class E Units.

"Class E Units" means those Units designated as Class E Units.

"Code" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

"Common Unit Holder" means a Unit Holder holding Common Units.

"Common Units" means those Units designated as Common Units.

"Company" means the limited liability company governed by this Agreement.

"Deficit Capital Account" means, with respect to any Unit Holder, the deficit balance, if any, in such Unit Holder's Capital Account as of the end of the Fiscal Year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amount that such Unit Holder is obligated to restore to the Company under Regulations Section 1.704-1(b)(2)(ii)(c), as well as any addition thereto pursuant to the next to last sentences of Regulations Sections 1.704-2(g)(1) and (i)(5); and

(ii) debit to such Capital Account the items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

This definition is intended to comply with the provisions of Regulations Sections 1.704-1(b)(2)(ii)(d) and 1.704-2, and shall be interpreted consistently with those provisions.

"Distributable Cash" means, with respect to any relevant period, the amount, reasonably determined by the Manager, equal to the excess, if any, of (i) the total cash receipts of the Company for such period, exclusive of Capital Contributions or loans to the Company, and the amount of any reduction in Reserves, over (ii) the sum of amounts required for the payment of any expenses of the Company, the repayment of any borrowings of the Company, and amounts set aside for the creation of or addition to Reserves.

"Fair Market Value" means, with respect to any non-cash asset, the fair value for such asset as between a willing buyer and a willing seller in an arm's-length transaction occurring on the date of valuation, as determined by the Manager in its reasonable discretion.

"**Gross Asset Value**" means, with respect to any asset, the asset's adjusted basis for U.S. federal income tax purposes, except as follows:

i) the initial Gross Asset Value of any asset contributed by a Unit Holder to the Company will be the Fair Market Value of such asset on the date of contribution to the Company;

ii) the Gross Asset Value of all Company assets will be adjusted to equal their respective Fair Market Values, in accordance with the rules set forth in Regulations Section 1.704-1(b)(2)(iv)(f), as of the following times:

(A) the date of the acquisition of any additional Unit(s) in the Company by a new or existing Member in exchange for more than a *de minimis* Capital Contribution;

(B) the date of the grant of any Unit(s) or interest in the Company (other a *de minimis* interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member or a new Member;

(C) the date of the distribution to a Unit Holder of more than a *de minimis* amount of Company assets (including money) as consideration for all or a portion of such Unit Holder's Units in the Company; or

(D) the date of the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g).

iii) the Gross Asset Value of any asset of the Company distributed to any Unit Holder will be the Fair Market Value of such assets on the date of distribution.

If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraph (i) or (ii) of this definition, such Gross Asset Value shall thereafter be adjusted by the depreciation, amortization or cost recovery subsequently taken into account with respect to the asset for purposes of computing Profits and Losses.

"Manager" means Tenet Capital LLC, or such other Person designated as Manager pursuant to Section 5.1.2 or 5.1.3.

"Member" means each Person (i) who executes a counterpart of this Agreement as a Member, or who may hereafter be admitted as an additional Member or Substituted Member in accordance with the provisions of this Agreement, and (ii) who has not ceased to be a Member.

"Person" means an individual, corporation, partnership, limited liability company, limited liability partnership, joint venture, syndicate, person, trust, association, organization or other entity, including any governmental authority, and including any successor, by merger or otherwise, of any of the foregoing.

"**Profits**" **and** "**Losses**" means, for each Fiscal Year or other relevant period, an amount equal to the Company's taxable income or loss for such Fiscal Year or other relevant period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a) shall be included in taxable income or loss), with the following adjustments (without duplication):

i) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses under this definition will be added to such taxable income or loss;

ii) any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses under this definition , will be subtracted from such taxable income or loss;

iii) if the Gross Asset Value of any Company asset is adjusted pursuant to clause (ii) or (iii) of that definition, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profit and Loss;

iv) if the Gross Asset Value of any asset differs from its adjusted tax basis for federal income tax purposes, the amount of depreciation, amortization or cost recovery deductions with respect to that asset for purposes of determining Profits and Losses will be an amount that bears the same ratio to the Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deductions bears to the adjusted tax basis (except that if the federal income tax depreciation, amortization or other cost recovery deduction is zero, the Manager may use any reasonable method for purposes of determining depreciation, amortization or other cost recovery deductions in calculating Profits and Losses); and

v) any income, gain or loss attributable to the taxable disposition of any Company property shall be determined as if the adjusted basis of such property as of such date of disposition were equal in amount to the Company's Gross Asset Value with respect to such property as of such date;

vi) notwithstanding any other provision of this Agreement, any items specially allocated under Sections 7.2, 7.3 or 9.2(c) shall not be taken into account.

The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Sections 7.2, 7.3 or 9.2(c) shall be determined by applying rules analogous to those set forth in paragraph (i) through (v) of this definition.

"**Quarterly Distribution**" means a distribution to Class A-E Unit Holders in accordance with Section 8.1.1.

"Regulations" includes temporary and final Treasury Regulations promulgated under the Code and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

"Reserves" means, with respect to any relevant period, funds set aside or amounts allocated during such period to reserves which may in the reasonable discretion of the Manager be maintained by the Company for working capital and to pay taxes, insurance, debt service, or other costs or expenses of the Company.

"Substituted Member" means a Person who has acquired Units from another Person and who has been admitted as a substituted Member under Section 10.7.

"Transfer" means, with respect to any Units or interest in the Company, or part thereof, as a noun, any voluntary or involuntary assignment, sale or other transfer or disposition of such Units or interest in the Company, or part thereof (which shall include, without limitation and notwithstanding any provision of the Act otherwise to the contrary, a pledge, or the granting of a security interest, lien or other encumbrance in or against, any Units or interest in the Company, or part thereof) and, as a verb, voluntarily or involuntarily to assign, sell or otherwise transfer or dispose of such Units or interest in the Company or part thereof.

"Unit" means a unit of ownership in the Company held by a Unit Holder and shall include Common Units, Class A Units, Class B Units, Class C Units, Class D Units, and Class E Units; provided, however, that any class of Units issued by the Company shall have the relative rights, powers and duties set forth in this Agreement.

"Unit Holder" means a holder of one or more Units as reflected on the Company's books and records, and shall include both Members and Assignees.

Other Definitional Provisions. The following terms are defined in the following Sections of this Agreement:

"Assignee"	Section 10.5(b)
"Capital Account"	Section 3.14.1
"Company Level Tax"	Section 6.5(f)
"Covered Person"	Section 11.1
"Designated Individual"	Section 6.5(a)
"Fiscal Year"	Section 6.2
"Partnership Representative"	Section 6.5(a)
"Redemption Date"	Section 3.8(iii)
"Revised Redemption"	Section 3.8(iii)
"Revised Partnership Audit Rules	Section 6.5(c)
"Tax Notice"	Section 6.5(d)
"**Withheld Taxes**"	Section 8.3

MEMBERS, CONTRIBUTIONS AND UNITS

Classes of Units.

Classes of Units. The Company shall have six classes of Units: Common Units, Class A Units, Class B Units, Class C Units, Class D Units, and Class E Units. The holders of each class of Units shall be entitled to the rights and privileges, and be subject to the obligations set forth in this Agreement, ascribed to such class of Units. Any holder of more than one class of Units shall have separate rights under this Agreement with respect to each class of Units held by such Unit Holder. The Manager may, in its discretion, issue certificates representing the Units held by the Unit Holders.

Name and Address of Unit Holders. The name and address of each Unit Holder, the number and class of Units held by such Unit Holder, and the Capital Contribution of such Unit Holder shall be set forth on Exhibit A, as amended from time to time.

Common Units. Contemporaneously with the execution of this Agreement and as set forth in their respective Subscription Agreements, each initial Common Unit Holder has made the Capital Contribution giving rise to his, her or its initial Capital Account and is deemed to own the number of Common Units set forth opposite his, her or its name on Exhibit A, as amended from time to time. The Manager shall have the right to cause the Company to issue or sell up to 100 additional Common Units to any Person at such times and for such Capital Contributions as the Manager determines. A Common Unitholder shall be entitled to vote on any matter to be voted on by Members. The Common Units shall have the following preferences and relative, participating, optional and other special rights, qualifications, limitations and restrictions:

Voting. Common Units shall entitle the holder thereof to vote on any matter to be voted on by Members.

Class A Units. The Manager shall have the right to cause the Company to issue or sell up to 500 Class A Units to any Person at such times and for such Capital Contributions as the Manager determines. The Class A Units shall have the following preferences and relative, participating, optional and other special rights, qualifications, limitations and restrictions:

Nonvoting. Class A Units shall not entitle the holder thereof to vote on any matter to be voted on by Members except as specifically provided in this Agreement or as required under the Act.

Optional Redemption. At the election of a Class A Unit Holder, all or a portion of the Class A Units held by such Unit Holder are subject to redemption by the Company, commencing on the twenty-four (24) month anniversary of the issuance of Class A Units to such Unit Holder, in each case at a redemption price equal to the sum of (a) the Capital Contribution made by such Unit Holder in exchange for such Class A Unit(s), (b) any accrued but undistributed cumulative Quarterly Distributions with respect to such Class A Unit(s) through the Redemption Date for such Class A Units, and (c) the pro rata portion of the Annual Distribution with respect to such Class A Unit(s) determined through the Redemption Date, which shall be paid concurrently with the distribution of Annual Distributions pursuant to Section 8.1.2.

Class B Units. The Manager shall have the right to cause the Company to issue or sell up to 500 Class B Units to any Person at such times and for such Capital Contributions as the Manager determines. The Class B Units shall have the following preferences and relative, participating, optional and other special rights, qualifications, limitations and restrictions:

Nonvoting. Class B Units shall not entitle the holder thereof to vote on any matter to be voted on by Members except as specifically provided in this Agreement or as required under the Act.

Optional Redemption. At the election of a Class B Unit Holder, all or a portion of the Class B Units held by such Unit Holder are subject to redemption by the Company, commencing as follows: (a) for Class B Unitholders who hold Class B Units with an aggregate purchase price of at least $750,000, on the twenty-four (24) month anniversary of the issuance of such Class B Units; (b) for Class B Unitholders who hold Class B Units with an aggregate purchase price of at least $500,000, on the thirty-six (36) month anniversary of the issuance of such Class B Units; and (c) for Class B Unitholders who hold Class B Units with an aggregate purchase price of at least $250,000, on the forty-eight (48) month anniversary of the issuance of such Class B Units, in each case at a redemption price equal to the sum of (a) the Capital Contribution made by such Unit Holder in exchange for such Class B Unit(s), (b) any accrued but undistributed cumulative Quarterly Distributions with respect to such Class B Unit(s) through the Redemption Date for such Class B Units, and (c) the pro rata portion of the Annual Distribution with respect to such Class B Unit(s) determined through the Redemption Date, which shall be paid concurrently with the distribution of Annual Distributions pursuant to Section 8.1.2.

Class C Units. The Manager shall have the right to cause the Company to issue or sell up to 500 Class C Units to any Person at such times and for such Capital Contributions as the Manager determines. The Class C Units shall have the following preferences and relative, participating, optional and other special rights, qualifications, limitations and restrictions:

Nonvoting. Class C Units shall not entitle the holder thereof to vote on any matter to be voted on by Members except as specifically provided in this Agreement or as required under the Act.

Optional Redemption. At the election of a Class C Unit Holder, all or a portion of the Class C Units held by such Unit Holder are subject to redemption by the Company, commencing as follows: (a) for Class C Unitholders who hold Class C Units with an aggregate purchase price of at least $500,000, on the twenty-four (24) month anniversary of the issuance of such Class C Units; (b) for Class C Unitholders who hold Class C Units with an aggregate purchase price of at least $250,000, on the thirty-six (36) month anniversary of the issuance of such Class C Units; and (c) for Class C Unitholders who hold Class C Units with an aggregate purchase price of at least $100,000, on the forty-eight (48) month anniversary of the issuance of such Class C Units, in each case at a redemption price equal to the sum of (a) the Capital Contribution made by such Unit Holder in exchange for such Class C Unit(s), (b) any accrued but undistributed cumulative Quarterly Distributions with respect to such Class C Unit(s) through the Redemption Date for such Class C Units, and (c) the pro rata portion of the Annual Distribution with respect to such Class C Unit(s) determined through the Redemption Date, which shall be paid concurrently with the distribution of Annual Distributions pursuant to Section 8.1.2.

Class D Units. The Manager shall have the right to cause the Company to issue or sell up to 500 Class D Units to any Person at such times and for such Capital Contributions as the Manager determines. The Class D Units shall have the following preferences and relative, participating, optional and other special rights, qualifications, limitations and restrictions:

Nonvoting. Class D Units shall not entitle the holder thereof to vote on any matter to be voted on by Members except as specifically provided in this Agreement or as required under the Act.

Optional Redemption. At the election of a Class D Unit Holder, all or a portion of the Class D Units held by such Unit Holder are subject to redemption by the Company, commencing as follows: (a) for Class D Unitholders who hold Class D Units with an aggregate purchase price of at least $500,000, on the twelve (12) month anniversary of the issuance of such Class D Units; (b) for Class D Unitholders who hold Class D Units with an aggregate purchase price of at least $250,000, on the twenty-four (24) month anniversary of the issuance of such Class D Units; and (c) for Class D Unitholders who hold Class D Units with an aggregate purchase price of at least $100,000, on the thirty-six (36) month anniversary of the issuance of such Class D Units, in each case at a redemption price equal to the sum of (a) the Capital Contribution made by such Unit Holder in exchange for such Class D Unit(s), (b) any accrued but undistributed cumulative Quarterly Distributions with respect to such Class D Unit(s) through the Redemption Date for such Class D Units, and (c) the pro rata portion of the Annual Distribution with respect to such Class D Unit(s) determined through the Redemption Date, which shall be paid concurrently with the distribution of Annual Distributions pursuant to Section 8.1.2.

Class E Units. The Manager shall have the right to cause the Company to issue or sell up to 500 Class E Units to any Person at such times and for such Capital Contributions as the Manager determines. The Class E Units shall have the following preferences and relative, participating, optional and other special rights, qualifications, limitations and restrictions:

Nonvoting. Class E Units shall not entitle the holder thereof to vote on any matter to be voted on by Members except as specifically provided in this Agreement or as required under the Act.

Optional Redemption. At the election of a Class E Unit Holder, all or a portion of the Class E Units held by such Unit Holder are subject to redemption by the Company, commencing on the six (6) month anniversary of the issuance of such Class E Units, in each case at a redemption price equal to the sum of (a) the Capital Contribution made by such Unit Holder in exchange for such Class E Unit(s), (b) any accrued but undistributed cumulative Quarterly Distributions with respect to such Class E Unit(s) through the Redemption Date for such Class E Units, and (c) the pro rata portion of the Annual Distribution with respect to such Class E Unit(s) determined through the Redemption Date, which shall be paid concurrently with the distribution of Annual Distributions pursuant to Section 8.1.2.

Optional Redemption Procedures. Any Class A-E Unitholder exercising its Optional Redemption right set forth above must comply with the following procedures:

(i) A Class A-E Unitholder shall notify the Company of its election to be redeemed, which notice shall be sent to the Company by overnight courier or first-class mail, postage prepaid. All expenses incurred in giving any notice of redemption of the Class A-E Units

shall be paid by the holder thereof.

(ii) Each such notice of a redemption election of the Class A-E Units shall state: (1) that it is being given by the holder thereof; (2) the date of the notice; (3) the name and address of the holder; and (4) the number and Class of Units to be so redeemed. Each such notice shall be accompanied by the certificates for the Class A-E Units being surrendered, if any. The notice requirement shall be satisfied when notice in accordance herewith is sent as provided herein regardless of whether such notice is actually received by the Company. However, if notice of any redemption election shall not have been sent as provided herein, then the purported redemption shall be void until such notice is properly provided.

(iii) The redemption of Class A-E Units shall occur on the last business day of the first full month after the Company receives notice of such Optional Redemption or such later date as provided for in this section (the "**Redemption Date**"). Notwithstanding the foregoing, the Company and each Member acknowledges that the Company's Distributable Cash and/or liquidity position could restrain such a timely payment. If the Manager in good faith determines that to be the case, the Company will be allowed to provide for the redemption to be effected on revised terms (a "**Revised Redemption**"). Promptly following such determination, the Company will provide notice to the Unitholder, which shall include the terms of such Revised Redemption, including a schedule for payments to be made to effect the redemption. Any such Revised Redemption will provide for six percent (6%) interest to accrue on any amounts not paid, and must be completed within twenty-four (24) months of the original Redemption Date.

(iv) On the Redemption Date, provided the Company or other paying agent is then holding funds sufficient to pay the redemption price (including preferential distributions accrued to the Redemption Date at the applicable rate of the Class A-E Unitholder's Capital Contribution per annum) of all the Class A-E Units to be redeemed on such date, the right to receive such preferential distributions on the Class A-E Units (or portions thereof) duly called for redemption shall cease to accrue and said Class A-E Units (or portions thereof) shall cease to be entitled to any benefit and the Class A-E Unitholders shall have no rights in respect thereof except to receive payment of said redemption price and preferential distributions accrued to the redemption date.

(v) All Class A-E Units redeemed pursuant to the provisions of this Section shall be canceled on their applicable Redemption Date.

Optional Redemption Upon Death of Holder. Upon the death of an individual holder or of both joint holders of Class A-E Units, the legal representative of the estate of the holder(s) may request an early redemption of such Units. Amounts paid in connection with an early redemption under this provision will depend on the year the redemption is paid, with the rate of such payment based on the total time the investments are held in the Fund and the corresponding accrual rate for that time period corresponding to the Class of Units set forth above, less amounts previously distributed to such Units from the date of issuance, as follows:

- Redemption from issuance through 12-month anniversary of investment – Accrual Rate – 4.25%;

- Redemption between the 13-month through 24-month anniversary of investment – Accrual Rate – 5.25%;
- Redemption between the 25-month through 36-month anniversary of investment – Accrual Rate – 5.75%; or
- Redemption between the 37-month through 48-month anniversary of investment – Accrual Rate – 6.00%.

Any estate representative exercising its Optional Redemption right set forth above must comply with the following procedures:

(i) The estate representative shall provide the Company with notice of its election to be redeemed, which notice shall be sent to the Company by overnight courier or first-class mail, postage prepaid. The notice shall otherwise comply with the notice provisions set forth in this Agreement.

(ii) Each such notice of a redemption election of any Class A-E Units shall state: (1) that it is being given by the estate representative on behalf of the estate as the successor in interest to the holder thereof; (2) the date of the notice; (3) the name and address of the holder; and (4) in the case of Class A-E Units to be redeemed in part only, the respective portions thereof to be so redeemed. Each such notice shall be accompanied by proper legal documentation showing proof of authority over the estate.

(iii) Optional redemption pursuant to this Section 3.9 shall be subject to the provisions set forth in Section 3.8(iii)-(v) above.

Limitation on the Issuance of Units. Notwithstanding anything to the contrary in this Agreement, the Company shall not issue any Units if and to the extent that the Manager determines, in its sole discretions, that the issuance of such Unit(s) could cause the Company to have more than 100 partners for purposes of Regulations Section 1.7704-1(h)(1), taking into account the rules of Regulations Section 1.7704-1(h)(3), or otherwise could (by itself or in conjunction with other Transfers or actions) reasonably be expected to result in the Company being treated as a "publicly traded partnership" within the meaning of Code Section 7704 and the Regulations promulgated thereunder.

No Preemptive Rights. Unitholders shall not be entitled as a matter of right to preemptive rights to acquire additional Units of the Company. This provision shall not be interpreted or construed as negating any contractual right any such holder may have to acquire additional Units.

Additional and Substituted Members. Additional Members shall be admitted only with the consent of the Manager, provided such Person becomes a party hereto as a Member by executing a Joinder Agreement, in the form attached hereto as Exhibit C, and such documents and instruments as the Manager reasonably may request to confirm such Person's agreement to be bound by this Agreement. Substituted Members shall be admitted only in accordance with the provisions of Section 10.6.

Rights Regarding Capital Contributions. Except as expressly set forth in this Agreement, no Unit Holder shall: (a) have the right or be required to make Capital Contributions; (b) be entitled to interest on any Capital Contribution or on his, her or its Capital Account or be

entitled to withdraw or demand the return of any Capital Contribution or his, her or its Capital Account; or (c) have personal liability for the payment of any Capital Contribution required to be made by any other Unit Holder.

Capital Accounts3.14.1 In General. There shall be established and maintained for each Unit Holder on the books of the Company a capital account (a "***Capital Account***"). Each Unit Holder's Capital Account will be maintained in accordance with the provisions of Regulations Section 1.704-1(b)(2)(iv) and this Agreement. The Capital Account of each Unit Holder will be:

b. credited with (i) all Profits allocated to that Unit Holder under Section 7.1, (ii) any items of income or gain that are specially allocated to that Unit Holder under Sections 7.2, 7.3 or 9.2(c) and (iii) the Capital Contributions made by such Unit Holder; and

c. debited with (i) all Losses allocated to that Unit Holder under Section 7.1, (ii) any items of loss or deduction of the Company specially allocated to that Member under Sections 7.2, 7.3 or 9.2(c) and (iii) all cash and the Gross Asset Value of any property (net of liabilities assumed by that Unit Holder and the liabilities to which the property is subject) distributed by the Company to that Unit Holder.

3.14.2 Adjustments to Capital Accounts, Etc. The Capital Account balance of each Unit Holder will also be adjusted appropriately to reflect any other adjustment required under Regulations Section 1.704-1 or 1.704-2, and in connection with any adjustment to the Gross Asset Value of the Company's assets pursuant to clause (ii) of the definition thereof. Any references in any section of this Agreement to the Capital Account of a Unit Holder will be deemed to refer to the Capital Account of such Unit Holder as it may be credited or debited from time to time as set forth above in Section 3.14.1 or this Section 3.14.2. In the event of a transfer of Units in accordance with this Agreement, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Units.

No Withdrawal. No Unit Holder shall voluntarily withdraw from the Company without the consent of Manager. A withdrawal by a Unit Holder in violation of this Section 3.7 shall constitute a breach of this Agreement for which the Company and the other Members shall have the remedies provided under applicable law.

ACTION BY MEMBERS

Voting Rights. For situations in which approval of the Members is required under this Agreement or by non-waivable provisions of applicable law, the Members shall act through meetings and/or written consents as provided in this Article IV. Except as otherwise required by this Agreement or non-waivable provisions of applicable law, only Members holding Common Units shall be entitled to vote on matters upon which the Members have the right to vote, and each such Member shall be entitled to one vote per Common Unit held thereby. Except as otherwise required by this Agreement or non-waivable provisions of applicable law, Members holding Class A Units, Class B Units, Class C Units, Class D Units, and Class E Units shall not have any voting rights with respect to such Units.

Meetings. Meetings of Members are not required, but may be called by the Manager or by Member(s) holding twenty-five percent (25%) or more of the Common Units held by Members.

No business shall be transacted at any meeting of Members except as is specified in the notice calling such meeting.

Place of Meetings. The Manager or the Member(s) calling the meeting, as applicable, may designate any place, either within or outside the State of Washington, as the place of meeting for any meeting of the Members. If no designation is made, the place of meeting shall be the principal office of the Company specified in Section 0.

Notice of Meetings. Written notice stating the place, day and time of the meeting and the purpose for which the meeting is called shall be delivered, in accordance with Section 12.1, not less than ten (10) nor more than fifty (50) calendar days before the date of the meeting by or at the direction of the Manager or the Member(s) calling the meeting to each Member entitled to vote at such meeting.

Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, the date on which notice of the meeting is first delivered or mailed shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section 4.5, such determination shall apply to any adjournment thereof.

Manner of Acting. The affirmative vote of Members representing a majority of the Common Units shall be the act of the Members, except as otherwise required under this Agreement.

Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by the Member's attorney-in-fact or agent appointed in writing. Such proxy or appointment shall be filed with the Company before or at the time of the meeting. No proxy or appointment shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy or appointment.

Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the Member entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice. Attendance at a meeting shall constitute waiver of notice of the meeting unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

Action Without Meeting. Any action required or permitted to be taken by the Members at a meeting may be taken without a meeting if a consent in writing, describing the action taken, is signed by Members whose votes would be necessary to approve the action had such action been properly voted on at a duly called meeting of the Members. Any action taken pursuant to this Section 4.9 shall be effective when the Members with the requisite vote have signed the consent or approval, unless the consent specifies a different effective date. The record date for determining Members entitled to take action pursuant to this Section 4.9 shall be the date the first Member signs a written consent. Notice of any approved action taken pursuant to this Section 4.9 shall be provided to all Members, and shall be included in the minutes of the Company.

Meetings by Telephone, Etc.. Meetings of the Members may be held by conference telephone or by any other means of communication by which all participants can hear each other

simultaneously during the meeting, and such participation shall constitute presence in person at the meeting.

MANAGEMENT

Management by Manager. The business and affairs of the Company shall be managed by a Manager. Except for situations in which approval of the Members is expressly required by this Agreement or non-waivable provisions of applicable law, the Manager shall have the sole and exclusive right to manage the business and affairs of the Company and all of the rights and powers that may be possessed by a manager under the Act and this Agreement, including, without limitation, the right and power to cause the Company to exercise any or all of its powers under the Act. The Manager shall have such other duties and responsibilities as may be prescribed in this Agreement and may delegate his, her or its duties and responsibilities to the officers or other agents appointed by the Manager pursuant to Section 5.6. Unless expressly authorized to do so under this Agreement or by the Manager, no Member, officer or agent of the Company, acting in his, her or its capacity as such, shall have any power or authority to bind or obligate the Company in any way to pledge its credit or to render it liable for any purpose.

Authority of the Manager.

In General. Without limiting the generality of Section 5.1, but subject to Section 5.2.2, the Manager shall have power and authority, on behalf the Company, to:

acquire property from any Person;

borrow money and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums;

enter into any agreement on behalf of the Company with the Manager, any Member or any Affiliate of the Manager or any Member;

cause the Company to purchase any insurance covering the potential liabilities of the Company, the Members, the Manager and their employees;

acquire, improve, manage, charter, lease, operate, sell, transfer, exchange, encumber, pledge or dispose of any real or personal property of the Company;

invest Company funds temporarily in time deposits, short-term governmental obligations, commercial paper or other short-term investments;

open, maintain and close bank accounts and custodial accounts for the Company and to draw checks and other orders for the payment of money;

execute instruments and documents, including without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, limited liability company agreements or operating agreements of other limited liability companies, and any other

instruments or documents necessary, in the opinion of the Manager, to the business of the Company;

cause the Company to incur expenses or to incur expenses on behalf of the Company as the Manager deems necessary to the Company's business including expenses relating to the organization of the Company and expenses of Member meetings and travel and entertainment expenses associated with managing the Company;

file, on behalf of the Company, all required local, state and federal tax returns and other documents relating to the Company including amendments to the Company's Certificate of Formation;

commence or defend litigation that pertains to the Company or Company property, including confessing a judgment against the Company;

transfer, hypothecate, compromise or release any Company claim;

loan Company funds or assets to any Member, Manager or other Person;

mortgage, pledge, or otherwise encumber any Company property;

enter into any joint venture or partnership on behalf of the Company with another person or become a member of another limited liability company;

issue Units to any Person;

engage, employ and dismiss such accountants, legal counsel, managing agents or other experts to perform services for the Company as the Manager deems necessary to the Company's business and to compensate them from Company funds;

appoint officers and agents pursuant to Section 5.4; and

do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Limit on Authority. In addition to any other action which requires approval of the Members under this Agreement (which shall require such level of approval as is set forth herein), the Manager shall not have authority, without the approval of holders of a majority of all outstanding Units, to enter into any agreement concerning the merger, consolidation or other business combination involving the Company with any other Person.

Duties; Time Devoted to Management. The Manager shall perform his, her or its managerial duties in good faith, in a manner that the Manager reasonably believes to be in the best interests of the Company and its Members, and with such care as an ordinarily prudent person in a like position would exercise under similar circumstances. The Manager shall cause the Company to conduct its business, operations and affairs separately from those of the Manager, any Member or any Affiliate of the Manager or any Member. The Manager shall be required to devote only such time to the affairs of the Company as the Manager determines may be necessary to manage

and operate the Company.

Officers and Agents. The Manager may appoint any officers, assistant officers and agents. Any two or more offices may be held by the same individual. The term of office of all officers shall commence upon their appointment and continue until their successors are appointed or until their resignation or removal. Any officer or agent appointed by the Manager may be removed by the Manager at any time with or without cause. The Company may pay its officers and agents reasonable compensation for their services as fixed by the Manager.

Compensation and Reimbursement. The Manager shall be entitled to receive a 1.75% annual fee paid on a pro rata monthly basis, as compensation for management and servicing activities, with such fee calculated using the average weekly balance of "funds placed," which includes the Company's loan portfolio and projects. In addition, the Manager shall be reimbursed for all reasonable out-of-pocket expenses the Manager incurs on behalf of the Company, including costs incurred by the Manager in connection with the formation and organization of the Company.

Term; Resignation; Removal; Vacancies.

Term. The Manager shall hold office until the earliest of the following occurs: (i) the Manager's death, incapacity, bankruptcy or dissolution or (ii) the Manager's resignation in accordance with Section 5.6.2. Any Manager who resigns shall cooperate with any successor Manager appointed by the Common Unit Holders pursuant to Section 5.6.3, and shall furnish all information and documentation reasonably requested of such Person relating to the management and operation of the Company.

Resignation. The Manager may voluntarily resign as Manager upon ninety (90) calendar days' written notice to all of the Members. The resignation of the Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice. Unless otherwise specified in any notice or resignation, the acceptance of such resignation shall not be necessary to make it effective.

Vacancies. Any vacancy occurring for any reason in the position of Manager shall be filled by the affirmative vote of Members holding a majority of the Common Units.

Effect on Manager's Interest. The resignation by, or removal or other termination of, a Person as the Manager shall not affect such Person's rights as a Member nor constitute a withdrawal of such Person in any capacity as a Member.

Right to Rely on the Manager. Subject to obtaining any required approval of the Members, the signature of the Manager shall be necessary and sufficient to acquire and convey title to any Company property or to execute any promissory notes, security agreements, trust deeds, mortgages or other instruments of hypothecation or any other agreements or documents necessary to effectuate any provision of this Agreement or carry out the purposes of the Company, and a copy of this Agreement may be shown to the appropriate parties in order to confirm the same. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by the Manager as to:

the identity of any Member or the Manager;

the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the Manager or a Member or that are in any other manner germane to the business or affairs of the Company;

the Persons that are authorized to execute and deliver any instrument or document of the Company; and

any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member that involves the apparent carrying on in the usual way the business or affairs of the Company.

Independent Activities. Subject to the terms of any written agreement by and between the Company and the Manager or any Member, the Manager or any Member may engage in or possess an interest in other business ventures of every nature and description, independently or with others, including, without limitation, the ownership, financing, management, employment by, lending or otherwise participating in businesses that are similar to the business of the Company, and neither the Company nor the other Unit Holders shall have any right by virtue of this Agreement in and to such independent ventures as to the income or profits therefrom and shall not be liable for a breach of duty of loyalty or any other duty by any such Manager or Member.

RECORDS, ACCOUNTING AND TAX MATTERS

Books of Account. The Company shall maintain records and accounts of all of its operations and expenditures, and each Member shall at all reasonable times have access to such books and records and the right to inspect the same. At a minimum the Company shall keep at its principal place of business the following records:

A current list and past list, setting forth the full name and last known mailing address of each Unit Holder and Manager;

A copy of the Certificate of Formation and all amendments thereto;

Copies of this Agreement and all amendments hereto, and a copy of any prior limited liability company agreements no longer in effect;

Copies of the Company's federal, state, and local tax returns and reports, if any, for the three (3) most recent years;

Minutes of every meeting of the Members and any written consents obtained from Members for actions taken by Members without a meeting; and

Copies of the Company's financial statements for the three (3) most recent years.

Fiscal Year. The Company's fiscal year shall be its taxable year, which shall be the calendar year (or part thereof in the case of the Company's first and last taxable year), or such other year as is required by Code Section 706 (the "**Fiscal Year**").

Accounting Reports. As soon as practicable after the close of each Fiscal Year, the Company shall furnish to each Member, if requested, an unaudited financial report of the activities of the Company for the preceding Fiscal Year, including the balance sheet of the Company as of the end of such Fiscal Year and a statement of income or loss for such Fiscal Year.

Tax Returns. The Company shall prepare and timely file all required federal and state income tax returns. As soon as practicable after the end of each Fiscal Year, the Company shall furnish to each Unit Holder a statement suitable for use in the preparation of the Unit Holder's income tax return.

Tax Controversies.

Partnership Representative. The Manager shall be the "Partnership Representative" of the Company (as such term is defined in Code Section 6223(a), as amended by the 2015 Act). The Manager shall designate an individual (the "**Designated Individual**"), who initially shall be Ty Rembe, the chief financial officer of the Manager, through whom the Partnership Representative will act. Any resignation or removal of the Designated Individual shall be in accordance with the procedures set forth in applicable Regulations or administrative guidance. The Manager may revoke an individual's designation as the Designated Individual in accordance with the procedures set forth in applicable Regulations or administrative guidance. Any Designated Individual shall, in connection with his or her resignation or removal, cooperate with the Manager and any successor Designated Individual.

General Authority and Responsibilities. The Partnership Representative is authorized and required to represent the Company in accordance with direction provided by the members of the Manager in connection with all examinations of the Company by any federal, state or local taxing authority, including any resulting administrative and judicial proceedings, and to expend funds of the Company for professional services and costs associated therewith. The Partnership Representative shall keep the members of the Manager reasonably informed of all audit activity or non-ministerial correspondence to and from taxing authorities pertinent to Company affairs.

Expenses of the Partnership Representative and Designated Individual; Indemnification. The Company shall pay and be responsible for all third-party costs and expenses incurred by the Partnership Representative and Designated Individual in performing their respective duties. The Company shall indemnify and hold harmless the Partnership Representative and Designated Individual from and against all claims, liabilities, losses and damages incurred by such person in his, her or its capacity as Partnership Representative or Designated Individual. The payment of all such expenses shall be made before any distributions are made to Unit Holders (and such expenses shall be taken into consideration for purposes of determining Distributable Cash) or any discretionary Reserves are set aside by the Manager. None of the Partnership Representative, Designated Individual, or any Unit Holder shall have any obligation to provide funds for such purpose.

Authority of Partnership Representative. The Partnership Representative shall have the authority to take any and all actions under the provisions of subchapter C of Chapter 63 of the Code, as amended by the 2015 Act (and any successor rules thereto and any comparable provisions

of state and local law) (collectively, the "**Revised Partnership Audit Rules**"), and shall have any powers necessary to perform fully in such capacity; provided, however, that the Partnership Representative shall take action with respect to any non-ministerial matter only as directed by the members of the Manager. In addition, the Partnership Representative shall have the authority, subject to the approval of the members of the Manager, to make any elections available under the Revised Partnership Audit Rules including, but not limited to, the election available under Code Section 6226. The Unit Holders shall provide such information (or, if applicable, certify as to filing tax returns) and take such actions as are reasonably requested by the Partnership Representative including (but not limited to) the filing of amended tax returns and the payment of any tax due in accordance with Code Section 6225(c)(2), if approved by the members of the Manager.

Responsibility for Company Level Taxes. If the Company incurs any liability for income taxes, interest or penalties as a result of any audit of the Company by any federal, state or local taxing authority, including any resulting administrative and judicial proceedings (a "**Company Level Tax**"), the Manager may, in its reasonable discretion, (i) have the Company bear the Company Level Tax or (ii) allocate the Company Level Tax among the Persons who were Unit Holders in the Company during the taxable year or years to which the Company Level Tax relates and treat the amount allocated to a Unit Holder as Withheld Taxes recoverable from the Unit Holder as set forth in Section 8.3.

Responsibility for Unit Holder Costs. Notwithstanding anything to the contrary in this Section 6.5, each current and former Unit Holder (other than a Unit Holder acting in his, her, or its capacity as Partnership Representative or Designated Individual) shall be solely responsible for any costs incurred by such Unit Holder with respect to any tax audit or tax-related administrative or judicial proceeding relating to the income tax liability of such Person as a result of being a Unit Holder in the Company, and such Person shall indemnify and hold harmless the Company and the other Unit Holders against any such costs.

The obligations of a Unit Holder set forth in this Section 6.5 shall survive such Unit Holder ceasing to be a Unit Holder and/or the termination, dissolution, liquidation and winding up of the Company.

Tax Elections. Except as provided in Section 6.5, the Manager shall have the authority, in its sole discretion, to make any and all elections for federal, state, and local tax purposes, including, without limitation, any election, if permitted by applicable law: (a) to adjust the basis of Company property pursuant to Code Sections 754, 734(b), and 743(b), or comparable provisions of state or local law, in connection with transfers of Unit(s) and distributions made by the Company; and (b) to extend the statute of limitations for assessment of tax deficiencies against Unit Holders with respect to adjustments to the Company's federal, state, or local tax returns. Each Unit Holder will, upon request by the Manager, supply the information necessary to give proper effect to any such election.

ALLOCATIONS AND DISTRIBUTIONS

Allocation of Profits and Losses - In General. After giving effect to the special allocations set forth in Sections 7.2 and 7.3, Profits or Losses for any Fiscal Year or other relevant period shall be allocated among the Unit Holders in such a manner that causes each Unit Holder's

Capital Account as nearly as possible to have a balance equal to (i) the amount such Unit Holder would receive (or be obligated to contribute) if all assets of the Company (including cash) were sold for their Gross Asset Values, all liabilities of the Company were satisfied in accordance with their terms (limited with respect to each nonrecourse liability to the Gross Asset Values of the assets securing such liability) and all remaining assets were then distributed to the Unit Holders pursuant to Section 9.2(b), less (ii) such Unit Holder's share of "partnership minimum gain" and "partner nonrecourse debt minimum gain" (both as defined in Regulations Section 1.704-2) immediately prior to such hypothetical sale, less such Unit Holder's obligation (if any) to make Capital Contributions. This Section 7.1 is intended to satisfy the requirements of the "economic effect equivalence" test set forth in Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted and applied consistently therewith.

Special Allocations. The following special allocations shall be made for any Fiscal Year or other relevant period in the following order:

Minimum Gain Chargeback. If there is a decrease in the Company's "partnership minimum gain," as defined in and determined under Regulations Sections 1.704-2(b)(2) and 1.704-2(d), the minimum gain chargeback provisions of Regulations Section 1.704-2(f), which are hereby incorporated into this Agreement by this reference, shall be applied.

Member Minimum Gain Chargeback. If there is a decrease in any Unit Holder's share of "partner nonrecourse debt minimum gain," as defined in and determined under Regulations Section 1.704-2(i), the partner nonrecourse debt minimum gain chargeback provisions of Regulations Section 1.704-2(i)(4), which are hereby incorporated into this Agreement by this reference, shall be applied.

Qualified Income Offset. If any Unit Holder unexpectedly receives any adjustments, allocations, or distributions described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain shall be specially allocated to such Unit Holder in accordance with Regulations Section 1.704-(1)(b)(2)(ii)(d).

Gross Income Allocation. If any Unit Holder has a deficit Capital Account balance at the end of the Fiscal Year or other relevant period that is in excess of the sum of (i) the amount of such deficit, if any, such Unit Holder is obligated to restore pursuant to any provision of this Agreement and (ii) the amount of such deficit such Unit Holder is deemed to be obligated to restore pursuant to the next to the last sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), such Unit Holder shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 0 shall be made only if and to the extent such Unit Holder would have a deficit Capital Account balance in excess of such sum after all of the allocations provided for in this Article 0 have been tentatively made as if this Section 0 and Section 0 were not in this Agreement.

Nonrecourse Deductions. "Nonrecourse deductions," as defined in and determined under Regulations Sections 1.704-2(b)(1) and (c), shall be allocated among the Unit Holders in accordance with the Unit Holders' respective economic interests in the Company as reflected in Section 7.1.

Member Nonrecourse Deductions. "Partner nonrecourse deductions," as defined in and determined under Regulations Sections 1.704-2(i)(1) and (2), shall be specially allocated among the Unit Holders in accordance with Regulations Section 1.704-2(i).

Corrective Allocations. The allocations set forth in Section 0 are intended to comply with certain regulatory requirements under Code Section 704(b). The Unit Holders intend that, to the extent possible, all allocations made pursuant to Section 0 will, over the term of the Company, be offset either with other allocations pursuant to Section 0 or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 0. Accordingly, the Manager is hereby authorized and directed to make offsetting allocations of Company income, gain, loss or deduction under this Section 0 in whatever manner the Manager determines is appropriate so that, after such offsetting special allocations are made (and taking into account the reasonably anticipated future allocations of income and gain pursuant to Sections 0 and 0), the Capital Accounts of the Unit Holders are, to the extent possible, equal to the Capital Accounts each would have if the provisions of Section 0 were not contained in this Agreement and all income, gain, loss and deduction of the Company were instead allocated pursuant to Sections 7.1 and 9.2(c).

Other Allocation Rules.

General. Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, credit, and any other allocations not otherwise provided for shall be divided among the Unit Holders in accordance with Section 8.1.2, or as otherwise may be required under the Code and the Regulations thereunder.

Allocation of Excess Nonrecourse Liabilities. Solely for purposes of determining a Unit Holder's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a)(3), the Unit Holders' interests in the Company's profits shall be determined in accordance with Section 7.1.

Allocations in Connection with Varying Interests. If, during a Fiscal Year, there is (i) a permitted Transfer of all or any portion of a Unit Holder's Units, or (ii) the admission or withdrawal of a Unit Holder, Profits, Losses, each item thereof, and all other tax items of the Company for such Fiscal Year shall be divided and allocated among the Unit Holders by taking into account their varying interests during such Fiscal Year in accordance with Code Section 706(d) and using any conventions permitted by law and selected by the Manager.

Mandatory Tax Allocations Under Code Section 704(c). In accordance with Code Section 704(c) and Regulations Section 1.704-3, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Unit Holders so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value. Prior to the contribution of any property to the Company that has a Gross Asset Value that differs from its adjusted tax basis in the hands of the contributing Unit Holder on the date of the contribution, the contributing Unit Holder and the Manager shall determine the allocation method to be applied with respect to that property under Regulations Section 1.704-3. The same procedure shall apply to any revaluation of Company property as permitted under Regulations Section 1.704-1(b)(2)(iv)(f); provided, that all

decisions regarding allocation methods under Regulations Section 1.704-3 with respect to revalued Company property shall be made by the Manager.

Allocations pursuant to this Section 0 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Unit Holder's Capital Account or share of Profits, Losses, or other items as computed for book purposes.

DISTRIBUTIONS; WITHHOLDING

Distributions. Except as otherwise provided in this Article VIII, distributions of Distributable Cash and non-cash assets shall be made to the Unit Holders as follows:

Quarterly Distributions. Each issued and outstanding Class A-E Unit shall entitle each Class A-E Unitholder of record thereof to receive out of Distributable Cash cumulative preferred distributions (payable in cash), when, as and if declared by the Manager, equal to six percent (6%) of such holder's Capital Contribution per annum, subject only to the rights, if any, of other Class A-E Unit Holders to receive distributions. Such distributions shall be payable quarterly in arrears in equal installments, on January 15th, April 15th, July 15th, and October 15th of each year commencing in the fiscal quarter following the Company's receipt of minimum subscriptions of $500,000 of Units pursuant to the offering of such Units.

Annual Distributions. Each issued and outstanding Class A-E Unit shall entitle each Unit Holder of record thereof to receive distributions (payable in cash), out of the remaining Distributable Cash for such Fiscal Year (after taking into account the amounts of Distributable Cash for such Fiscal Year distributed in accordance with Section 8.1.1), payable annually in arrears within thirty (30) calendar days of the completion of the audit of the Company's financial statements for the most recent Fiscal Year for each year commencing in the year following the Company's receipt of minimum subscriptions of $500,000.00 of Units pursuant to the offering of such Units. The remaining Distributable Cash for such Fiscal Year shall initially be apportioned among the Class A-E Unitholders in proportion to the number of Units held by each during such Fiscal Year, determined on a per Unit, per diem basis. The amount initially apportioned to any Class A-E Unit Holder pursuant to the immediately preceding sentence with respect to Class A-E Units shall then be reapportioned as between such Class A-E Unit Holder, on the one hand, and the Common Unitholder, on the other hand, and distributed as follows:

(a) In the case of a Class A Unit, 55% to the Class A Unit Holder and 45% to the Common Member;

(b) in the case of a Class B Unit, 45% to the Class B Unit Holder and 55% to the Common Member;

(c) In the case of a Class C Unit, 30% to the Class C Unit Holder and 70% to the Common Member;

(d) in the case of a Class D Unit, 20% to the Class D Unit Holder and 80% to the Common Member; and

(e) in the case of a Class E Unit, 5% to the Class E Unit Holder and 95% to the

Common Member.

Distributions in Liquidation. Notwithstanding anything to the contrary in this Agreement, liquidating distributions shall be made in the manner set forth in Section 0.

Withholding; Composite Return Filings. The Company is authorized to withhold from distributions, or with respect to allocations, to Unit Holders and to pay over to the appropriate federal, state or local governmental authority any amounts required to be withheld pursuant to the Code or provisions of applicable federal, state, local or foreign law ("**Withheld Taxes**"), as reasonably determined by the Manager. All Withheld Taxes attributable to any distribution or allocation to any Unit Holder shall be treated as distributions to such Unit Holder for all purposes of this Agreement. Each Unit Holder shall provide the Manager with such information, forms and certifications as it may require and as are necessary to comply with the regulations governing the obligations of withholding tax agents, as well as such information, forms and certifications as are necessary with respect to any withholding taxes. If any Withheld Taxes attributable to a current or former Unit Holder exceed the amount otherwise distributable to such Unit Holder under this Agreement, or if any withholding requirement was not satisfied with respect to any amount previously allocated or distributed to such Unit Holder, such Unit Holder shall pay to the Company such excess amount, withholding requirement or payment, as the case may be, within fifteen (15) days after demand therefor and hereby indemnifies and agrees to hold the Company and the other Unit Holders harmless therefor. The obligations of a Unit Holder set forth in this Section 8.3 shall survive such Unit Holder ceasing to be a Unit Holder in the Company and/or the termination, dissolution, liquidation and winding up of the Company.

The Company may, but is not required to, file composite state and local tax income returns on behalf of nonresident Unit Holders in states in which the Unit Holders have obligations to file state and/or local income tax returns as a result of the Company's business activities in that jurisdiction. Each Unit Holder who requests that the Company include such Unit Holder in composite tax return filings hereby grants the Manager all authority required by the respective state or local laws or tax agencies to be held by a person filing composite returns on behalf of nonresident Unit Holders. Any amounts paid by the Company on behalf of a Unit Holder in connection with the filing of one or more composite tax returns in which the Unit Holder is included shall be treated as Withheld Taxes for purposes of this Section 8.3.

Limitations on Distributions. Notwithstanding any provision to the contrary in this Agreement, the Company shall not make any distribution to the Unit Holders if such distribution would violate the Act or other applicable law. No distributions may be made by the Company except as provided in this Agreement.

DISSOLUTION AND LIQUIDATION

Events of Dissolution. Except as otherwise provided in this Agreement, the Company shall dissolve upon the earlier of:

d. the written agreement of the Manager and Members holding a majority of the Common Units;

the sale, transfer or other disposition of all or substantially all of the Company's assets as permitted by this Agreement;

the entry of a decree of judicial dissolution pursuant to the Act; or

the expiration of five (5) years after the effective date of dissolution of the Company under RCW 25.15.285(2) without the reinstatement of the Company.

The Unit Holders agree that except as provided in this Section 9.1 the Company shall not be dissolved and the business of the Company shall be continued by the remaining Members upon the occurrence of any event of dissociation of a Member described in RCW 25.15.130.

Liquidation.

(a) Upon dissolution of the Company, the Manager shall take full account of the Company's assets and liabilities and wind up the affairs of the Company. The Manager shall settle and close the Company's business, and dispose of and convey the Company's noncash assets as promptly as reasonably possible following dissolution as is consistent with obtaining Fair Market Value for the Company's assets and any resulting gain or loss from each sale shall be allocated among the Unit Holders in accordance with Article 0.

(b) The Manager shall apply and distribute the proceeds of such liquidation, in the following order of priority, unless otherwise required by mandatory provisions of applicable law:

(i) first, to the payment of the Company's debts and obligations to its creditors (including Unit Holders that are creditors), including sales commissions and other expenses incident to any sale of the assets of the Company, in order of the priority provided by law;

(ii) second, to the establishment of and additions to such reserves as the Manager deems necessary or appropriate, which reserves shall be paid over by the Company to a bank or other financial institution, to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and, at the expiration of such period as the Manager deems advisable, such reserves shall be distributed to the Unit Holders in accordance with Section 9.2(b)(iii);

(iii) third, to the Class A-E Unit Holders, in proportion to their unreturned Capital Contributions, until each Unit Holder's unreturned Capital Contribution has been reduced to zero (0); and

(iv) thereafter, to the Unit Holders in the order of priority set forth in Section 8.1.

(c) It is intended that the allocation provisions of Article VII will produce final Capital Account balances of the Unit Holders that would permit liquidating distributions, if those distributions were made in accordance with final Capital Account balances (instead of being made

in the order of priorities set forth in Section 9.2(b)), to be made in a manner identical to the order of priorities set forth Section 9.2(b). To the extent that the allocation provisions of Article VII would fail to produce the intended final Capital Account balances, Profits and Losses (and individual items of income, gain, loss or deduction of the Company if required to fulfill the intent of this Section 9.2(c)) shall be reallocated among the Unit Holders for the Fiscal Year of the liquidation (and, if necessary and to the extent that the reallocation of corresponding tax items is permissible under the Code and Regulations, prior and subsequent Fiscal Years) so as to cause the balances in the Capital Accounts to be in the intended amounts.

Reasonable Time for Winding Up. A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets pursuant to Section 0 in order to minimize any losses otherwise attendant upon such winding up. Distributions upon liquidation of the Company and related adjustments shall be made by the end of the Fiscal Year of the liquidation (or, if later, within ninety (90) days after the date of such liquidation) or as otherwise permitted by Treasury Regulations Section 1.704-1(b)(2)(ii)(b).

No Obligation to Restore Negative Capital Account Balance. No Unit Holder shall have any obligation to make any Capital Contribution to eliminate the negative balance, if any, of such Unit Holder's Capital Account, and any such negative balance shall not be considered a debt owed by such Unit Holder to the Company or to any other Person for any purpose whatsoever.

TRANSFERABILITY OF UNITS

Restrictions on Transfer. Except as otherwise permitted under Section 10.2, no Unit Holder may Transfer all or any portion of his, her or its Units. Any purported Transfer not permitted under Section 10.2 shall be null and void and of no force or effect whatsoever; provided that, if the Company is nonetheless required to recognize any such Transfer, the transferee shall have only the rights of an Assignee unless admitted as a Substituted Member pursuant to Section 10.6. Any Unit Holder engaging or attempting to engage in a Transfer or attempted Transfer not permitted under Section 10.2 (including, by reference, Section 10.4) shall indemnify and hold harmless the Company, the Manager and all non-Transferring Unit Holders from all costs, liability and damage that any of such indemnified Persons may incur (including, without limitation, incremental tax liability and attorneys' fees and costs) as a result of such Transfer or attempted Transfer and enforcement of the foregoing indemnity.

Permitted Transfers. Subject to the conditions and restrictions set forth in Section 10.3 and Section 10.4, a Member may Transfer, at any time, all or any portion of his, her or its Units:

to any Member;

to a trust, the beneficiaries of which include only such transferor, the spouse, the lineal descendants or other members of the family of such transferor;

to the transferor's executor, conservator, administrator, trustee or personal representative upon death or adjudicated incompetence, to the transferor's beneficiaries under his or her will or otherwise upon death; or

to any transferee upon the consent of the Manager.

Conditions to Permitted Transfers. A Transfer of Units shall not be permitted under Section 10.2 unless and until the following conditions are satisfied:

The transferor and transferee have executed and delivered to the Company such documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Company to effect such Transfer in compliance with applicable securities laws and the terms of this Agreement and any governing Unit Grant Agreement (or, in the case of a Transfer at death or involuntarily by operation of law, have provided sufficient legal evidence of Transfer) and to confirm the agreement of the transferee to be bound by the provisions of this Agreement.

The transferor and/or transferee have reimbursed the Company for all costs and expenses that the Company reasonably incurs in connection with the Transfer.

The transferor and/or transferee have provided to the Company the transferee's taxpayer identification number, sufficient information to determine the transferee's initial tax basis in the Units Transferred and any other information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information statements or returns. Without limiting the generality of the foregoing, the Company shall not be required to make any distribution otherwise provided for in this Agreement with respect to any Units Transferred until it has received such information.

Compliance with Private Placement Safe Harbor. Notwithstanding any other provision of this Agreement, no Unit Holder shall Transfer any or all of its Units or take (or permit any Affiliate to take) any other action, if the Transfer or action could, in the sole discretion of the Manager, (A) cause the Company to have more than 100 partners for purposes of Regulations Section 1.7704-1(h)(1), taking into account the rules of Regulations Section 1.7704-1(h)(3), or (B) otherwise, by itself or in conjunction with other actions, result in the Company being treated as a "publicly traded partnership" within the meaning of Code Section 7704 and the Regulations promulgated thereunder. To the fullest extent permitted by law, any Transfer or action in violation of this Section 10.4 will be null and void, *ab initio*.

Rights and Obligations of Assignees and Assignors.

A Transfer by a Member shall, to the extent the Units Transferred had voting rights, eliminate the Member's power and right to vote on any matter submitted to the Members, and, for voting purposes, such Units shall not be counted as outstanding unless held by a Substituted Member. The Transfer shall not cause the Member to be released from any liability to the Company solely as a result of the Transfer.

A transferee of Units who is not admitted as a Substitute Member (an "**Assignee**") shall be bound by, and shall take such Units subject to, the terms and conditions of this Agreement as the same applies to Members or Unit Holders and their Units, but such Assignee shall not have any voting rights or other rights or privileges of a Member under this Agreement (including rights to information or accounting of the affairs of the Company or to inspect the books or records of the Company) or the Act other than the right to receive such distributions, and to receive such allocation of Profits, Losses, or items of income, gain, loss, deduction, or credit to

which the transferor was entitled with respect to the transferred interest.

Admission of Assignee as Substituted Member. Subject to the other provisions of this Article X, a transferee of Units shall be admitted as a Substituted Member with respect to such Units upon satisfaction of all of the following conditions:

the Manager consents to such admission;

the transferee becomes a party to this Agreement as a Member by executing a counterpart signature page to this Agreement and executing such documents and instruments as the Manager may reasonably request as necessary or appropriate to confirm the transferee as a Member of the Company;

the transferee pays or reimburses the Company for all reasonable costs, including attorneys' fees, that the Company incurs in connection with the admission of the transferee as a Member; and

if the transferee is not a natural person of legal majority, the transferee provides the Company with evidence reasonably satisfactory to counsel for the Company of the authority of the transferee to become a Member and to be bound by the terms and conditions of this Agreement.

Effect of Admission of Substituted Member. A transferee of Units who is admitted as a Substituted Member pursuant to Section 10.6 shall have the rights and powers, and be subject to the restrictions and liabilities of a Member, and shall be liable, to the extent of the Units Transferred, for any obligations of the transferor to make capital contributions to the Company and for other obligations of the transferor described in the Act. Notwithstanding the admission of a transferee as a Substitute Member, the transferor shall not be released by reason of such admission from any liability he, she or it may have to the Company.

INDEMNIFICATION; LIMITATION OF LIABILITY

Indemnification. The Company shall indemnify each Manager, Member, Partnership Representative and Designated Individual (each a "**Covered Person**") from and against any judgments, settlements, penalties, fines or expenses incurred in a proceeding to which the Covered Person is a party because he, she or it is, or was, a Covered Person; provided, that a Covered Person shall not be indemnified from or on account of acts or omissions of the Covered Person finally adjudicated to be a breach of this Agreement, intentional misconduct or a knowing violation of law by the Covered Person, conduct of the Covered Person adjudged to be in violation of RCW 25.15.235, or any transaction with respect to which it was finally adjudged that the Covered Person received a benefit in money, property or services to which the Covered Person was not legally entitled. The right to indemnification conferred in this Section 11.1 shall be a contract right and shall include the right to be paid by the Company the expenses incurred in defending any such proceeding in advance of its final disposition; provided, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Company of an undertaking, by or on behalf of the Covered Person to repay all amounts so advanced if it shall ultimately be determined that the Covered Person is not entitled to be indemnified under this Section 11.1 or otherwise; provided, further, no Covered Person shall be entitled to be paid such

expenses in advance of final disposition in a proceeding that is brought against the Covered Person by the Company.

The right to indemnification and payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section 11.1 shall not be exclusive of any other right any Covered Person may have or hereafter acquire under any statute, this Agreement, vote of Members or otherwise.

No repeal or modification of the Act or this Section 11.1 shall adversely affect any right of a Covered Person to indemnification existing at the time of such repeal or modification for or with respect to indemnification related to an act or omission of such Covered Person occurring prior to such repeal or modification.

Limitation of Liability. No Covered Person shall have liability to the Company or its Members for monetary damages for conduct as a Covered Person, except for acts or omissions that involve a breach of this Agreement, intentional misconduct, a knowing violation of law, conduct violating RCW 25.15.235, or for any transaction from which the Covered Person has personally received a benefit in money, property or services to which the Covered Person was not legally entitled. If the Act is hereafter amended to authorize Company action further limiting the personal liability of members and managers of limited liability companies, then the liability of each Covered Person shall be eliminated or limited to the full extent permitted by the Act, as so amended. No repeal or modification of the Act or this Section 11.2 shall adversely affect any right or protection of a Covered Person existing at the time of such repeal or modification for or with respect to an act or omission of such Covered Person occurring prior to such repeal or modification.

MISCELLANEOUS

Notices. Any notice or other communication required or permitted under this Agreement shall be shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by electronic mail (provided that receipt is confirmed promptly thereafter other than by means of an automated out of office reply); the Business Day after it is sent if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g. Federal Express); and five Business Days after the date mailed by certified or registered mail, postage prepaid, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to (a) if to a Unit Holder or a Manager, to the Unit Holder's or the Manager's address specified on Exhibit A and Exhibit B, respectively, and (b) if to the Company, to the Company's address specified in Section 0. Any such notice shall be deemed to be given when personally delivered or, if mailed, two (2) business days after the date of mailing. A Unit Holder, a Manager or the Company may change his, her or its address for purposes of notices hereunder by giving notice specifying such changed address in the manner specified in this Section 12.1.

Entire Agreement. This Agreement (including the Schedules and Exhibits attached hereto), together with any Spousal Declaration or other agreement to be bound by the provisions of this Agreement, constitutes the entire agreement among the parties with respect to the subject matter hereof; it supersedes any prior agreement or understandings among the parties as to such matters, oral or written, all of which are hereby canceled.

Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Washington (including the Act) without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Washington.

Jurisdiction and Venue. If any suit is brought arising out of or in connection with this Agreement, the parties consent to the jurisdiction of, and agree that sole venue will lie, in the state and federal courts located in Spokane County, Washington.

Power of Attorney. Each Unit Holder hereby constitutes and appoints the Manager, with full power of substitution, as his true and lawful agent and attorney-in-fact, with full power and authority in his or its name, place and stead, to execute, swear to, acknowledge, deliver, file, and record in the appropriate public offices (i) this Agreement, all certificates, and other instruments and all amendments (in the manner set forth herein) thereof in accordance with the terms hereof which the Manager deems appropriate or necessary to form, qualify, or continue the qualification of, the Company as a limited liability company in the State of Washington and in all other jurisdictions in which it may conduct business or own property; (ii) all instruments which the Manager deems appropriate or necessary to reflect any amendment, change, modification, or restatement of this Agreement in accordance with the terms of this Agreement; (iii) all conveyances and other instruments or documents which the Manager deems appropriate or necessary to reflect the dissolution and liquidation of the Company in accordance with the terms of this Agreement; and (iv) all instruments relating to the admission, withdrawal, or substitution of any Member or Unit Holder in accordance with the terms of this Agreement.

Amendments. This Agreement may not be amended except by the written agreement of the Manager and the Common Unitholders. Notwithstanding the foregoing, (A) the Manager may make (i) any amendment to reflect the admission, substitution or withdrawal of a Unit Holder in accordance with the terms of this Agreement, (ii) any amendment to reflect a change in the name of the Company, its location, principal place of business, registered agent or the registered office of the Company, or (iv) any amendment, supplement, waiver or modification that the Manager determines to be required to comply with applicable law; and (B) any amendment modifying the rights or obligations of any Member in a manner that is disproportionately adverse to (i) such Member relative to the rights of other Members in respect of Units of the same class or (ii) a class of Units relative to the rights of another class of Units, shall in each case be effective only with that Member's consent or the consent of the Members holding a majority of the Units in that class, as applicable.

Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Construction. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plural and vice versa.

The words "including," "or," "either" and "any" shall be ascribed their non-exclusive meanings unless the context clearly requires otherwise. The language used herein shall be deemed to be the language chosen by the parties hereto to express their mutual agreement; any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. Unless otherwise specified, all references to money are to currency of the United States of America.

Waivers. The failure of any Person to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Remedies. The rights and remedies of the parties hereunder shall not be mutually exclusive, and the exercise of any one right or remedy shall not preclude or waive the right to exercise any other remedies. Said rights and remedies are in addition to any other rights the parties may have by law or otherwise.

Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Any signature delivered by a party by electronic delivery, including via DocuSign, shall be deemed to be an original signature hereto.

Spousal Acknowledgement. To the extent that any Units constitutes the community property of an individual Unit Holder's marital community, such Unit Holder must, within thirty (30) days of receipt of such Units, provide to the Company a fully executed version of a Spousal Declaration in the form attached hereto as Exhibit D. If a Unit Holder marries or remarries after the date hereof, such Person shall deliver an executed Spousal Declaration to the Company within thirty (30) days following such marriage. A Unit Holder's failure to deliver an executed consent in the form of Exhibit D at any time when such Person would otherwise be required to deliver such consent pursuant to this Section 12.15 shall constitute such Person's continuing representation and warranty that such Person is not legally married as of such date.

Counsel Acknowledgement. The Unit Holders acknowledge that the Company and Davis Wright Tremaine LLP ("**DWT**"), legal counsel for the Company in connection with the preparation of this Agreement, have recommended that they each obtain independent legal advice

regarding this Agreement, and that they each have had an adequate opportunity to seek such legal counsel. The Unit Holders acknowledge that DWT has not represented any one of them.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

MANAGER:

Tenet Capital LLC,
a Washington limited liability company

By: /s/_____
Name:
Title: Authorized representative

MEMBER:

Tenet Capital LLC,
a Washington limited liability company

By: /s/_____
Name:
Title: Authorized representative

Acknowledged and Agreed Solely for Purposes of Section 6.5 of the Agreement:

Partnership Representative:

Tenet Capital LLC,
a Washington limited liability company

By: /s/_____
Name:
Title: Authorized representative

Designated Individual:

_____
Ty Rembe