



INLAND MOKENA SENIOR LIVING DST

The date of this Private Placement Memorandum is March 17, 2026

CONFIDENTIAL

DST Interests are speculative, illiquid and involve a high degree of risk. Prospective investors must read the Private Placement Memorandum (as may be supplemented from time to time, the Memorandum) in its entirety, including the **“Risk Factors”** beginning on page 18, before making an investment decision.

Summary Risk Factors

An investment in the Interests of Inland Mokena Senior Living DST (the Trust) involves significant risk and is suitable only for investors who have adequate financial means, desire a relatively long-term investment and who will not need immediate liquidity for their investment and can afford to lose their entire investment. Investors must read and carefully consider the discussion set forth in the section of the Memorandum captioned “Risk Factors.” The risks involved with an investment in the Trust include, but are not limited to:

- The Interests are being offered in reliance on an exemption from the registration requirements of the Securities Act of 1933, as amended, and are not required to comply with specific disclosure requirements that apply to registration under the Securities Act of 1933, as amended.
- The Securities and Exchange Commission has not passed upon the merits of or given its approval to the Interests, the terms of the offering, or the accuracy or completeness of any offering materials.
- The Interests are subject to legal restrictions on transfer and resale and Investors should not assume they will be able to resell their Interests.
- Investing in Interests involves risk, and Investors should be able to bear the loss of their investment.
- Investors will have no control over the management of the Trust and the operation of the Property.
- The Trustees have limited duties to Investors and limited authority.
- There are economic risks associated with a fluctuating U.S. and world economy. There are also risks of investor confidence related to public health concerns.
- There are inherent risks with real estate investments.
- An investment in the Interests will not be diversified as to the type of asset, geographic location or tenant mix.
- The Trust depends on the Master Tenant for revenue, and the Master Tenant depends on the Residents under the Residential Leases for revenue. Any default by the Master Tenant or the Residents will adversely affect the operations of the Trust.
- The Property is operated as a senior living facility, and senior living facilities have certain unique risks. Adverse trends in the senior living industry may negatively affect the Trust’s revenues.
- Circumstances that adversely affect the ability of seniors or their families to pay for senior living services, such as economic downturns, softness in the U.S. housing market, higher levels of unemployment among resident family members, lower levels of consumer confidence, stock market volatility and/or changes in demographics, could cause the Property’s occupancy rates, revenues and results of operations to decline.
- The senior living business is subject to extensive regulation, which requires the Trust to incur significant costs and may cause it to experience losses.
- The nature of the senior living business exposes the Trust, the Master Tenant and the Property Manager to litigation and regulatory and government proceedings.
- The Investors could suffer adverse consequences from the exercise of rights of the Bridge Lender in respect of the Bridge Loan that was made to IPC in connection with the acquisition of the Property.
- The costs of complying with environmental laws and other governmental laws and regulations may adversely affect the Trust.
- The Property Manager is subject to certain conflicts of interests.
- There is a potential for property value loss. All real estate investments have the potential to lose value during the life of the investment.
- There is no public market for the Interests.
- The Interests are not registered with the Securities and Exchange Commission (the SEC) or any state securities commissions.
- Investors may not realize a return on their investment for years, if at all.
- The Trust is not providing any prospective Investors with separate legal, accounting, or business advice or representation.
- Various tax risks, including the risk that an acquisition of an Interest may not qualify as replacement property in a Section 1031 Exchange.

IMPORTANT NOTES

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

The Inland name and logo are registered trademarks being used under license. “Inland” refers to some or all of the entities that are part of The Inland Real Estate Group of Companies, Inc. one of the nation’s largest commercial real estate and finance groups, which is comprised of independent legal entities, some of which may be affiliates, share some common ownership or have been sponsored and managed by such entities or subsidiaries thereof. Inland has been creating, developing and supporting real estate-related companies for more than 55 years.

The companies depicted in the photographs or graphics herein may have proprietary interests in their trade names and trademarks. Nothing herein shall be considered an endorsement, authorization or approval of Inland Private Capital Corporation (IPC) or the Trust by such companies. Further, none of these companies are affiliated with IPC or the Trust in any manner.

Each prospective investor should consult with his, her or its own tax advisor regarding an investment in the Interests and the qualification of his, her or its transaction under Internal Revenue Code Section 1031 for his, her or its specific circumstances.

INLAND MOKENA SENIOR LIVING DST

\$86,840,527 of Delaware Statutory Trust Interests

Minimum Purchase for Section 1031 Investors: \$100,000

Minimum Purchase for Cash Investors: \$25,000

The Trust and the Property

Inland Mokena Senior Living DST, a newly formed Delaware statutory trust (the “**Trust**”) and an affiliate of Inland Private Capital Corporation (“**IPC**”), is hereby offering (the “**Offering**”) to sell to certain qualified, accredited investors (the “**Investors**”) pursuant to this Private Placement Memorandum (as amended and supplemented from time to time and with all exhibits hereto, the “**Memorandum**”) 100% of the beneficial interests (the “**Interests**”) in the Trust. **You should read this Memorandum in its entirety before making an investment decision.**

The Trust owns the land and improvements located at 21536 Wolf Road, Mokena, Illinois 60448, commonly known as “Clarendale of Mokena” (the “**Property**”). The Property consists of 11.40 acres of land and a senior living community located within one three-story residential building (the “**Building**”). The Building contains 156 units, including 60 independent living units, 56 assisted living units and 40 memory care units (collectively, the “**Units**”).

The Trust has leased the Property to Inland Mokena Senior Living LeaseCo, L.L.C., a newly formed Delaware limited liability company and an affiliate of IPC (the “**Master Tenant**”), pursuant to a master lease agreement (the “**Master Lease**”). The Master Tenant subleases the Units at the Property to residential tenants (the “**Residents**”) who occupy the Property pursuant to residential lease agreements (such subleases, the “**Residential Leases**”). The Master Lease and the Residential Leases are referred to together as the “**Leases**” herein.

The Trust has entered into an asset management agreement (the “**Asset Management Agreement**”) with Inland Mokena Senior Living Exchange, L.L.C., a Delaware limited liability company and an affiliate of IPC (in such capacity, the “**Asset Manager**”), for the management of the day-to-day affairs of the Trust.

The Master Tenant has entered into a property management agreement (the “**Property Management Agreement**”) with Life Care Services LLC, d/b/a Life Care Services®, an Iowa limited liability company and a third party unaffiliated with IPC (“**LCS**” or the “**Property Manager**”), an operator of senior living properties. As discussed herein, an affiliate of LCS (the “**LCS Affiliate**”), will acquire 2.0% of the Interests as part of this Offering.

The Acquisition of the Property

The Trust acquired the Property on February 25, 2026, from LCS Mokena LLC, a Delaware limited liability company and a third party unaffiliated with IPC (the “**Seller**”), for a purchase price of \$72,000,000. The Seller is an affiliate of the Property Manager.

The Trust funded the acquisition of the Property with cash provided as a capital contribution from Inland Mokena Senior Living, L.L.C., a Delaware limited liability company and an affiliate of IPC (the “**Depositor**”).

The Trust is offering the Interests to the Investors without any permanent financing encumbering the Property.

The Trust Agreement

The terms of the Trust are governed by the trust agreement of the Trust, dated January 23, 2026 (the “**Trust Agreement**”). Inland Mokena Senior Living Exchange, L.L.C., a Delaware limited liability company and an affiliate of IPC, is the signatory trustee under the Trust Agreement (in such capacity, the “**Signatory Trustee**”) and is responsible for the operation of the Trust.

As of the date of this Memorandum, the Depositor owns 100% of the beneficial interests in the Trust and is the beneficiary of the Trust. If any Interests cannot be sold, the Depositor or its affiliate will own the remaining

Interests. For purposes of this Memorandum, whenever a reference is made to the Depositor owning an Interest, this reference should also be construed as including the Depositor’s affiliate as referenced above. As discussed herein, the LCS Affiliate will acquire 2.0% of the Interests as part of this Offering. The Interests owned by the Depositor and by the LCS Affiliate will be held for investment purposes and not for resale.

The Offering

The minimum amount of Interests that a prospective Investor completing a tax-deferred exchange under Section 1031 (“**Section 1031**”) of the Internal Revenue Code of 1986, as amended (the “**Code**”), may purchase is \$100,000 unless the Trust waives this minimum requirement. The minimum amount of Interests that a prospective Investor making a cash investment without a Section 1031 tax-deferred exchange (“**Section 1031 Exchange**”) may purchase is \$25,000, unless the Trust waives this minimum requirement. The Offering will terminate on or before the earlier of March 16, 2027 or the date on which all \$86,840,527 of the Interests offered hereby have been sold.

Acquisition of the Interests is designed for, but not limited to, prospective Investors seeking to defer the recognition of gain on the sale of other real property (the “**Relinquished Property**”) under Section 1031. A Section 1031 Exchange generally allows the seller of investment and business property to defer federal and state capital gains taxation on the sale by exchanging the Relinquished Property for another property of like kind. The Trust has not requested, and does not plan to request, a private letter ruling from the Internal Revenue Service (the “**IRS**”) that the Interests will be treated as a direct acquisition of the Property by the Investors for purposes of Section 1031. However, tax counsel to the Trust has provided a tax opinion that the acquisition of an Interest by an Investor **should** be treated as a direct acquisition of the Property by an Investor for purposes of Section 1031. This opinion, however, is limited in scope and does not opine on all matters necessary for the prospective Investor’s acquisition to qualify under Section 1031.

For purposes of this Memorandum, various fees have been calculated based on the sale of 100% of the Interests, equivalent to \$86,840,527 (the “**Maximum Offering Amount**”).

	<u>Cash Price to Investors</u>	<u>Selling Commissions and Expenses⁽¹⁾</u>	<u>Proceeds to Trust⁽²⁾</u>
Minimum Cash Purchase ⁽³⁾	\$25,000	\$2,100	\$22,900
Maximum Offering Amount	\$86,840,527	\$7,294,605	\$79,545,922

(1) An affiliate of IPC, Inland Securities Corporation (“**ISC**”), serves as placement agent for the Offering (the “**Placement Agent**”) and will receive selling commissions (the “**Selling Commissions**”) of up to 5.0% of the gross cash proceeds of the Offering and a dealer fee (the “**Dealer Fee**”) for coordinating the marketing of the Interests with any participating broker/dealers as well as for non-itemized, non-invoiced due diligence efforts in an amount equal to up to 1.25% of the gross cash proceeds of the Offering. ISC will reallocate all of the Selling Commissions and the Dealer Fee to broker/dealers who are members of the Financial Industry Regulatory Authority (“**FINRA**”). The Trust will also pay a fee to ISC equal to 1.65% of the gross cash proceeds of the Offering for serving as the Placement Agent (the “**Placement Agent Fee**”). The Trust will also reimburse IPC, its affiliates and certain third parties for offering and organizational expenses (the “**O&O Expenses**”) in an amount equal to 0.50% of the gross cash proceeds of the Offering. The Selling Commissions, the Dealer Fee, the Placement Agent Fee, and the O&O Expenses, as well as other costs of the Offering, will be paid by the Trust out of the gross cash proceeds of the Offering. See “*Estimated Use of Proceeds*” and “*Plan of Distribution*.”

(2) The proceeds shown are after deducting the Selling Commissions, the Dealer Fee, the Placement Agent Fee and the O&O Expenses, but before deducting fees and expenses incurred in connection with the acquisition of the Property, including those payable to IPC and its affiliates. See “*Estimated Use of Proceeds*.”

Each Investor may agree with his, her or its respective investment representatives or broker/dealer to reduce or eliminate any Selling Commissions or Dealer Fee payable with respect to his, her or its purchase of the Interests. In this case, the Trust will not pay any Selling Commissions and/or Dealer Fee to ISC in respect of the Interests for which the broker/dealer or investment representative has agreed to waive the fees, which will have the effect of increasing the amount of Interests purchased by the particular Investor. The proceeds to the Trust will not be affected by any waiver of Selling Commissions and/or Dealer Fee. In addition, on a case-by-case basis, the Placement Agent and/or IPC may, in its sole discretion, decide to reduce or waive certain fees or reimbursements to which they are entitled in connection with a particular sale of Interests. Specifically, the Placement Agent may decide, in its sole discretion, to reduce or waive the Placement Agent Fee payable with respect to a particular purchase of the Interests, and IPC may decide, in its sole discretion, to reduce or waive the O&O Expenses reimbursable with respect to a particular purchase of the Interests and/or to reduce or waive the acquisition fee payable with respect to a particular purchase of the Interests. Any such waiver or reduction will have the effect of increasing the amount of Interests purchased by the particular Investor. The proceeds to the Trust will not be affected by any waiver of these fees or reimbursements.

Moreover, in certain circumstances, in addition to the waivers and reductions described in the preceding paragraph, the Trust may elect to further discount the price at which it sells the Interests. In any such circumstance, the proceeds to the Trust will not be affected because any difference between the discounted purchase price and the stated purchase price will be borne by IPC and not the Trust.

- (3) The minimum amount of Interests that a prospective Investor completing a Section 1031 Exchange may purchase is \$100,000, unless the Trust waives this minimum requirement. The minimum amount of Interests that a prospective Investor making a cash investment without a Section 1031 Exchange may purchase is \$25,000, unless the Trust waives this minimum requirement.

POTENTIAL INVESTORS SHOULD CAREFULLY CONSIDER THE FOLLOWING

Each prospective Investor should consult with his, her or its own tax advisor regarding an investment in the Interests and the qualification of his, her or its transaction under Section 1031 for his, her or its specific circumstances. Each prospective Investor's specific circumstances may differ and, as a result, no assurances can be given and no legal opinion will be provided that the purchase of the Interests by any prospective Investor will qualify as a Section 1031 Exchange.

An investment in Interests involves significant risk and is suitable only for Investors who have adequate financial means, desire a relatively long-term investment and who will not need immediate liquidity from their investment and can afford to lose their entire investment. The risks involved with an investment in Interests include, but are not limited to:

- Investors will have no control over the management of the Trust and the operation of the Property.
- The Trustees (as defined herein) have limited duties to Investors and limited authority.
- There are inherent risks with real estate investments.
- There are economic risks associated with a fluctuating U.S. and world economy. There are also risks of investor confidence related to public health concerns.
- An investment in the Interests will not be diversified as to the type of asset, geographic location or tenant mix.
- The Trust depends on the Master Tenant for revenue, and the Master Tenant depends on the Residents under the Residential Leases, and any default by the Master Tenant or the Residents will adversely affect the operations of the Trust.
- The Property is operated as a senior living facility, and senior living facilities have certain unique risks. Adverse trends in the senior living industry may negatively affect the Trust's revenues.
- Circumstances that adversely affect the ability of seniors or their families to pay for senior living services, such as economic downturns, softness in the U.S. housing market, higher levels of unemployment among resident family members, lower levels of consumer confidence, stock market volatility and/or changes in demographics, could cause the Property's occupancy rates, revenues and results of operations to decline.
- The senior living business is subject to extensive regulation, which requires the Trust to incur significant costs and may cause it to experience losses.
- The nature of the senior living sector exposes the Trust, the Master Tenant and the Property Manager to litigation and regulatory and government proceedings.
- The Investors could suffer adverse consequences from the exercise of rights of the Bridge Lender in respect of the Bridge Loan that was made to IPC in connection with the acquisition of the Property.
- The costs of complying with environmental laws and other governmental laws and regulations may adversely affect the Trust.
- The Property Manager is subject to certain conflicts of interest.
- There is a potential for property value loss. All real estate investments have the potential to lose value during the life of the investment.
- There is no public market for the Interests.
- The Interests are not registered with the Securities and Exchange Commission (the "SEC") or any state securities commissions.
- Investors may not realize a return on their investment for years, if at all.
- The Trust is not providing any prospective Investor with separate legal, accounting or business advice or representation.
- Various tax risks, including the risk that an acquisition of an Interest may not qualify as replacement property in a Section 1031 Exchange.

Investors must read and carefully consider the discussion set forth below in the section captioned “*Risk Factors*,” beginning on page 18 of this Memorandum.

The Interests have not been approved or disapproved by the SEC or the securities regulatory authority of any state, nor has the SEC or any securities regulatory authority of any state passed upon the accuracy or adequacy of this Memorandum. Any representation to the contrary is a criminal offense.

The Interests are being offered only to persons who are “accredited investors,” as defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the “Securities Act”) and any corresponding provisions of state securities laws.

The Interests have not been, and will not be, registered under the Securities Act or any state securities laws. The Interests will be offered and sold pursuant to an exemption from the registration requirements of the Securities Act, in accordance with Rule 506(b) of Regulation D, and in compliance with any applicable state securities laws. The Interests will not be offered or sold in any state in which such offers or sales are not qualified or otherwise exempt from registration. The Trust reserves the right to reject any offer to purchase the Interests. In addition, the Trust reserves the right to cancel any sale at any time prior to the receipt of funds for purchase, if that sale, in the opinion of the Trust and its counsel, may violate any federal or state securities law or regulation or is otherwise objectionable for whatever reason. The Interests are subject to restrictions on transferability and resale and Investors will not be able to transfer or resell Interests or any beneficial interest therein unless the Interests are registered pursuant to or exempted from such registration requirements. Investors must be prepared to bear the economic risk of an investment in the Interests for an indefinite period of time and be able to withstand a total loss of their investment.

Neither the Trust, IPC, nor any of their respective affiliates has authorized any person to make any representations or furnish any information with respect to the Interests or the Property, other than as set forth in this Memorandum or other documents or information the Trust or IPC may furnish to Investors. Investors are encouraged to ask the Trust or IPC questions concerning the terms and conditions of this Offering and the Property.

IPC has prepared this Memorandum solely for the benefit of persons interested in acquiring Interests. The recipient of this Memorandum agrees to keep the contents of this Memorandum confidential and not to duplicate or furnish copies of this Memorandum to any person other than such recipient’s advisors, and further agrees promptly to return this Memorandum to the Trust at the address below if: (1) the recipient decides not to purchase the Interests; (2) the recipient’s purchase offer is rejected; or (3) the Offering is terminated prior to a purchase by the recipient.

This Memorandum contains summaries of certain agreements and other documents. Although IPC believes these summaries are accurate, potential Investors should refer to the actual agreements and documents available in the Digital Investor Kit for more complete information about the rights, obligations and other matters in the agreements and documents. In addition, prospective Investors are strongly encouraged to have independent legal counsel closely review this Memorandum and all documents referenced herein and attached hereto.

The mailing address of the Trust is Inland Mokena Senior Living DST, c/o Investor Services, Inland Private Capital Corporation, 2901 Butterfield Road, Oak Brook, Illinois 60523, and the telephone number is (866) My-Inland ((866) 694-6526).

A WARNING ABOUT FORWARD-LOOKING STATEMENTS

This Memorandum contains statements about operating and financial plans, terms and performance of the Property and other projections of future results. Forward-looking statements may be identified by the use of words such as “expects,” “anticipates,” “intends,” “plans,” “will,” “may” and similar expressions. The “forward-looking” statements are based on various assumptions—for example, the growth and expansion of the economy, projected financing environment and real property market value trends—and these assumptions may prove to be incorrect. Accordingly, these forward-looking statements might not accurately predict future events or the actual performance

of an investment in the Interests. In addition, Investors must disregard any projections and representations, written or oral, which do not conform to those contained in this Memorandum.

MARKET DATA

The market data and forecasts used in this Memorandum were obtained from independent industry sources as well as from research reports prepared for other purposes. Neither the Trust, IPC, nor their affiliates have independently verified the data obtained from these sources and they cannot give any assurance of the accuracy or completeness of the data. Forecasts and other forward-looking information obtained from these sources are subject to the same qualifications and the additional uncertainties regarding the other forward-looking statements in this Memorandum.

INFORMATION ABOUT THE PROPERTY MANAGER

Information about the Property Manager and its affiliates provided in this Memorandum or in any other materials related to this Offering has been provided by them. Please note that IPC and its affiliates did not independently verify this information and cannot assure Investors of its accuracy or completeness.

LEGENDS

NOTICE TO INVESTORS IN ALL U.S. STATES

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

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

ADDITIONAL NOTICE TO FLORIDA INVESTORS

IF SALES ARE MADE TO FIVE OR MORE PERSONS IN FLORIDA, AND YOU PURCHASE SECURITIES HEREUNDER, THEN YOU MAY VOID SUCH PURCHASE EITHER WITHIN THREE DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY YOU TO THE ISSUER, AN AGENT OF THE ISSUER, OR AN ESCROW AGENT OR WITHIN THREE DAYS AFTER THE AVAILABILITY OF THIS PRIVILEGE IS COMMUNICATED TO YOU, WHICHEVER OCCURS LATER.

TABLE OF CONTENTS

SUMMARY OF THE OFFERING 1
 FREQUENTLY ASKED QUESTIONS..... 12
 RISK FACTORS 18
 ESTIMATED USE OF PROCEEDS..... 40
 COMPENSATION TO IPC, ITS AFFILIATED PARTIES AND THE PROPERTY MANAGER..... 41
 THE PROPERTY 45
 SUMMARY OF THE LEASES 50
 SUMMARY OF THE TRUST AGREEMENT..... 57
 MARKET ANALYSIS AND OVERVIEW..... 61
 ACQUISITION OF THE PROPERTY 64
 ASSET MANAGEMENT 66
 PROPERTY MANAGEMENT 72
 CONFLICTS OF INTEREST 74
 PRIOR PERFORMANCE OF IPC AFFILIATES 76
 FEDERAL INCOME TAX CONSEQUENCES 95
 THE OFFERING 99
 SUMMARY OF THE SUBSCRIPTION AGREEMENT 102
 PLAN OF DISTRIBUTION..... 103
 REPORTS AND ADDITIONAL INFORMATION 105

EXHIBITS

- A Form of Subscription Agreement
- B Rent Roll
- C Opinion of Special Tax Counsel
- D Forecasted Statement of Cash Flows

In an effort to minimize its impact on the Earth, IPC is committed to implementing innovative and responsible environmental practices across the company. As part of its commitment, IPC has included the majority of additional information relating to the Offering in the Digital Investor Kit, as opposed to distributing paper copies. However, paper copies are available upon request. To obtain paper copies, please contact Investor Services at Inland Mokena Senior Living DST, 2901 Butterfield Road, Oak Brook, Illinois 60523, or (866) My-Inland ((866) 694-6526).

The following additional documents are available in the Digital Investor Kit:

- Agreements Affecting the Property
- Appraisal
- Asset Management Agreement
- Assignment and Assumption of Leases and Contracts (the Trust to the Master Tenant)
- Bill of Sale and Assignment of Leases and Service Contracts (the Seller to the Trust)
- Delaware Statutory Trust Agreement
- Demand Note
- Disposition Services Agreement
- Escrow Agreement
- Forms of Residential Leases
- Interim Arrangements
- Master Lease Agreement
- Owner’s Pro Forma Title Insurance Policy
- Phase I Environmental Site Assessment
- Property Condition Assessment
- Property Management Agreement
- Settlement Statement
- Special Warranty Deed
- Survey
- Zoning Report

THE DOCUMENTS THAT ARE AVAILABLE IN THE DIGITAL INVESTOR KIT ARE IMPORTANT TO THE INVESTORS' REVIEW OF THE OFFERING. IF YOU ARE NOT ABLE TO ACCESS THE DIGITAL INVESTOR KIT, PLEASE CONTACT IPC IMMEDIATELY.

SUMMARY OF THE OFFERING

The following summary provides selected information regarding the Trust, the Property and this Offering and should be read in conjunction with, and is qualified in its entirety by, the detailed information appearing elsewhere in this Memorandum, including the Exhibits hereto, and the documents available in the Digital Investor Kit. Each prospective Investor must carefully read the entire Memorandum before investing in the Interests.

Terms of the Offering

The Trust is offering to Investors up to \$86,840,527 in Interests in the Trust. The minimum amount of Interests that a prospective Investor completing a Section 1031 Exchange may purchase is \$100,000, unless the Trust waives this minimum requirement. The minimum amount of Interests that a prospective Investor making a cash investment without a Section 1031 Exchange may purchase is \$25,000, unless the Trust waives this minimum requirement. The Offering is designed for, but not limited to, an Investor seeking to participate in a proposed Section 1031 Exchange. No assurances can be made, however, that any particular prospective Investor's purchase of the Interests will qualify under Section 1031 because each prospective Investor's situation will be different.

As of the date of this Memorandum, the Depositor owns 100% of the beneficial interests in the Trust and is the sole beneficiary of the Trust. The proceeds of the Offering will be used, in part, to return to the Depositor its capital contribution and to reduce the Depositor's Interests, provided that if any Interests in the Trust cannot be sold, the Depositor will own the remaining Interests. As discussed herein, the LCS Affiliate will acquire 2.0% of the Interests as part of this Offering. The Interests owned by the Depositor and by the LCS Affiliate will be held for investment purposes and not for resale.

The Offering will terminate on or before the earlier of March 16, 2027 or the date on which all \$86,840,527 of the Interests offered hereby have been sold.

Business Objectives and Discussion

The principal objectives of the Trust are to: (1) lease the Property to the Master Tenant with the intent that it manage the Property to realize its maximum operating performance; (2) pay regular distributions to Investors out of net cash flow as described in the Forecasted Statement of Cash Flows, Exhibit D; (3) preserve the intrinsic value of the Property; and (4) complete a sale of the Property that maximizes the Investors' return of capital. NO ASSURANCE CAN BE GIVEN THAT THESE OBJECTIVES WILL BE ACHIEVED. Investors must read and carefully consider the discussion set forth below in the section captioned "*Risk Factors*," beginning on page 18 of this Memorandum.

IPC believes that an investment in the Trust offers the following benefits:

- **Increasing Demand for Senior Living Communities** – The aging U.S. population is driving increased demand for senior living facilities maintained for the use of people who have reached the age of retirement. Life expectancy is on the rise, with the average life expectancy in the United States increasing in 2025 to 79.40 years.¹ By 2060, life expectancy for the U.S. population is projected to increase to 84.58 years.² Senior living communities, like the Property, have been established across the country to address the growing demand.
- **Strong Occupancy** – As of February 20, 2026, the Property was 94.23% leased to Residents.
- **Experienced Property Management** – The Property is managed by LCS. LCS is a developer and operator of independent, assisted and memory care living facilities. LCS serves more than 32,000 residents throughout its senior living communities nationwide. LCS manages 120 senior living communities across 28 states. LCS has more than 50 years of senior living experience. See "*Frequently Asked Questions – What is Life Care Services LLC?*"

¹ Macrotrends. U.S. Life Expectancy 1950-2025. Accessed February 2026.

² Our World in Data. Life expectancy, including UN projections. Accessed February 2026.

- **Absence of Leverage** – The Property is not encumbered by permanent financing, which will allow the Trust the flexibility to hold or sell the Property without any lender restrictions and sell at a time which maximizes value.
- **Master Lease Structure** – The Master Lease structure allows the Master Tenant, an affiliate of IPC, to operate the Property on behalf of the Trust and to enable actions to be taken with respect to the Property that the Trust would be unable to take due to tax law-related restrictions, including, but not limited to, a restriction against re-leasing the Property. See “*Summary of the Leases – Master Lease.*”

The Property – Description

The Property is located at 21536 Wolf Road, Mokena, Illinois 60448, and is commonly known as “Clarendale of Mokena.” The Property consists of 11.40 acres of land and a senior living community located within one three-story residential building. The Building contains 156 Units, including 60 independent living units, 56 assisted living units and 40 memory care units.

As of February 20, 2026, the Property was 94.23% leased to Residents.

Certain general information about the Property is summarized in the table below. See “*The Property*” for additional detail. Also see “*Risk Factors – Risks Related to the Property.*”

Address	Land Area*	Leasable Area*	Units*	Year Built	Parking*
Clarendale of Mokena 21536 Wolf Road Mokena, Illinois 60448	11.40 acres	95,255 sq. ft.	156 units	2015	126 spaces including 102 surface spaces (including 7 handicap spaces and 2 bus spaces), and 24 parking garage spaces

* All references in this Memorandum to the (1) acreage of the Property and the number of surface parking spaces are based on the survey, a copy of which is available in the Digital Investor Kit; (2) number of parking garage spaces are based on the Assessment (as defined herein); and (3) leasable square footage of the Building and the number of Units in the Building are based on the Rent Roll for the Property, which is included as Exhibit B to this Memorandum.

The Property – Acquisition

The Trust acquired the Property on February 25, 2026, from the Seller, a third party unaffiliated with IPC, for a purchase price of \$72,000,000. The Seller is an affiliate of the Property Manager. Because a trust cannot register to do business in the State of Illinois, title to the Property is held by the Signatory Trustee on behalf of the Trust.

The Trust funded the acquisition of the Property with cash provided as a capital contribution from the Depositor.

Bridge Loan

In connection with funding the purchase price of the Property, IPC obtained a bridge loan in the amount of \$35,587,200 (the “**Bridge Loan**”) from First Merchants Bank (the “**Bridge Lender**”). The Bridge Loan is structured as an advance from a line of credit from the Bridge Lender to IPC.

IPC is required to pay off the Bridge Loan out of the net proceeds of the Offering as the Investors purchase Interests and the Depositor’s capital contribution is returned (and in turn, returned to IPC), although there are no restrictions against IPC using other funds to do so. No Investor will be allocated a portion of the liability for the Bridge Loan in connection with his, her or its purchase of an Interest.

The Property is not, and will not be, encumbered with any permanent debt. Security for the Bridge Loan consists of a Negative Pledge Agreement entered into by IPC and the Signatory Trustee which prohibits the recordation of any lien or encumbrance against the Property (consistent with the restrictions set forth in the Trust Agreement) until the Bridge

Loan is repaid in full. In addition, if IPC defaults under the Bridge Loan, the Trust will be required to record a mortgage against the Property. Accordingly, the Investors could suffer adverse consequences from the exercise of rights of the Bridge Lender with respect to the Bridge Loan.

See “*Acquisition of the Property*” for additional discussion regarding the acquisition of the Property.

Master Lease

The Trust has entered into the Master Lease with the Master Tenant and assigned the Residential Leases to the Master Tenant. A copy of the Master Lease is available in the Digital Investor Kit.

The initial term of the Master Lease is 120 months; provided, however, that unless terminated earlier in accordance with the Master Lease, the term of the Master Lease will automatically renew for no more than five successive one-year periods. The term of the Master Lease will automatically terminate upon the sale of the Property or the sale of 100% of the Interests in the Trust, other than to Investors pursuant to this Memorandum.

The Master Tenant is responsible for all costs of operating, managing, and maintaining the Property, and the Trust is responsible for all Capital Expenditures (as defined herein). Pursuant to the Master Lease, the Trust is required to maintain a reserve account for the Property (the “**Reserve Account**”). The amounts in the Reserve Account will be utilized for (1) repairs and replacements of the structure, foundation, roof, exterior walls, the parking lot and improvements to the Property to meet the needs of the “**Property Tenants**” (as defined in the Master Lease to include any current and future subtenants, space tenants, occupants and business invitees or licensees of the Property); (2) leasing commissions; (3) certain Hazardous Substances Costs (as such term is defined in the Master Lease); (4) any repairs identified in the Assessment, or similar engineering reports, performed in connection with the acquisition of the Property related to the structure, foundation, roof, exterior walls, the parking lot and improvements to the Property; (5) any Insurance Deductible (as such term is defined in the Master Lease); (6) construction of new signage and/or repair and replacement of existing signage to the extent such signage is of a type and nature that it is affixed to the Property and/or the land as a fixture; (7) costs arising with respect to extraordinary measures taken to conserve and protect the Property in the context of any pandemic, including but not limited to the novel coronavirus which causes the disease now known as COVID-19; and (8) other improvements to the Property that would be considered capital expenditures under IPC’s capitalization policy as related to the structure, foundation, roof, exterior walls, the parking lot and improvements to the Property (collectively, “**Capital Expenditures**”).

See “*Summary of the Leases – Master Lease*.”

Rent under the Master Lease

The rent payable under the Master Lease consists of:

- an amount of base rent (“**Base Rent**”);
- additional rent (“**Additional Rent**”) equal to the amount by which annual Gross Income (as defined in the Master Lease) exceeds the additional rent breakpoint for that year (“**Additional Rent Breakpoint**”), as provided in the Master Lease up to a maximum annual amount, calculated on a calendar year basis; and
- supplemental rent equal to 75% of the amount by which annual Gross Income exceeds the annual supplemental rent breakpoint (“**Supplemental Rent Breakpoint**”), as provided in the Master Lease (“**Supplemental Rent**” and, collectively with the Base Rent and the Additional Rent, the “**Rent**”), calculated on a calendar year basis.

The Rent that is payable in 2026, on an annualized basis, is set forth in the table below.

2026 Base Rent (annualized)	2026 Additional Rent Breakpoint (annualized)	2026 Additional Rent Maximum (annualized)	2026 Supplemental Rent Breakpoint (annualized)
\$1,663,246	\$10,344,000	\$2,437,744	\$12,781,744

The difference between the Base Rent and the Additional Rent Breakpoint for the Property for a given month, if any, after taking into account any expenses for the Property, will inure to the benefit of the Master Tenant and, therefore, IPC as the sole member of the Master Tenant. The Trust estimates that this will result in additional income to the Master Tenant from approximately \$94,019 to \$94,863 per year. Such amounts will not be available for distribution to the Trust or the Investors.

The Additional Rent is estimated and paid to the Trust on a monthly basis with the year-end reconciliation. Supplemental Rent, if payable, is payable in arrears within 90 days after the end of each calendar year. In addition, the Trust is responsible for (and Rent will be reduced by) the amount by which the actual Uncontrollable Costs (with “**Uncontrollable Costs**” being comprised of real estate taxes and similar impositions, insurance costs, utility costs and the cost of snow removal) exceed the Projected Uncontrollable Costs (as defined in the Master Lease and shown on Exhibit D, Forecasted Statement of Cash Flows) for the Property (such excess, the “**Excess Uncontrollable Costs**”). The Excess Uncontrollable Costs will be reimbursed to the Master Tenant by offsetting such amount against the Additional Rent payable to the Trust and, if necessary, the Supplemental Rent beginning with the first Master Lease month that begins on or after 90 days following the end of such calendar year (or stub period thereof), and against such amounts payable to the Trust in later months, if and as needed, until the full amount of the Excess Uncontrollable Costs incurred for such calendar year (or stub period thereof) have been reimbursed to the Master Tenant. In the event that these rent offsets are not sufficient to reimburse the Master Tenant for the full amount of Excess Uncontrollable Costs in any given year, the Trust will use the proceeds from any sale of the Property to fulfill its obligation to reimburse the Master Tenant.

Master Tenant Capitalization

The Master Tenant is a newly formed Delaware limited liability company wholly owned by IPC. The Master Tenant has been capitalized by IPC through a demand note (the “**Demand Note**”) in the amount of \$787,000. IPC’s Demand Note obligations will be reduced by the amount of any net earnings IPC retains in the Master Tenant. A copy of the Demand Note is available in the Digital Investor Kit.

Residential Leases

Each Residential Lease entitles the applicable Resident to the sole use of a Unit, and the non-exclusive right to use the shared living areas at the Property. See “*Summary of the Leases – Residential Leases*” for additional information regarding the terms and conditions of the Residential Leases.

The Asset Management Agreement and Fees

The Trust has entered into the Asset Management Agreement with the Asset Manager, a copy of which is available in the Digital Investor Kit. The Asset Manager is also the Signatory Trustee.

In its capacity as asset manager, the Asset Manager manages the Trust’s day-to-day operations, including, but not limited to: reviewing all performance and financial information related to the Property; conducting relations with, and supervising services performed by, lenders, consultants, accountants, brokers, third-party managers, attorneys, underwriters, appraisers, insurers, corporate fiduciaries, banks, builders and developers, sellers and buyers of assets, among others; providing loan payment services in connection with any loan; preparing financial reports for any lender; managing the Reserve Account; providing bookkeeping and accounting services and maintaining the Trust’s books and records; administering monthly cash distributions; communicating with Investors, brokers,

dealers, financial advisors and custodians; and undertaking and performing all services or other activities necessary and proper to carry out the Trust's investment objectives, including providing secretarial, clerical and administrative assistance for the Trust.

The Asset Management Agreement has a 10-year term and will thereafter automatically renew for successive one-year periods. The Asset Management Agreement may be terminated by either party, prior to the termination date or the expiration of any renewal term, for a default under the Asset Management Agreement, subject to customary cure periods. Additionally, either party may terminate the Asset Management Agreement in the event of a sale or exchange of the Property or a sale or exchange of 100% of the Interests in the Trust, other than to the Investors pursuant to this Memorandum.

The Trust is required to pay the Asset Manager the following fees:

- a monthly asset management fee (the “**Asset Management Fee**”), in an amount equal to \$12,000 (equal to \$144,000 on an annual basis), payable from gross income generated by the Property;
- if the Springing LLC (as defined herein) finances the Property in connection with a Transfer Distribution (as defined herein), the Asset Manager will receive from the Trust a fee equal to 1.0% of the principal amount of the loan, plus reimbursement of any out-of-pocket expenses incurred by the Asset Manager in connection with the financing, including but not limited to: expenses incurred in connection with third party reports; legal fees; application fees; and mortgage brokerage fees to both non-affiliate and affiliate mortgage brokers; and
- upon the sale of the Property, excluding a sale to or an exchange with an affiliate of the Trust, the Asset Manager or an affiliate thereof will be entitled to a disposition fee (an “**AM Disposition Fee**”) in an amount equal to 3.0% of the gross sales price of the Property; provided, however, (1) if the sale of the Property includes a commission payable to a third-party broker, the amount of the AM Disposition Fee will be reduced so that the sum of the AM Disposition Fee and any sales commission payable to a third-party broker in connection with the sale does not exceed 4.0% of the gross sales price and (2) the Asset Manager or its affiliate will not be entitled to an AM Disposition Fee in the event the gross sales price, reduced by the amounts used or incurred by the Trust to satisfy or to cause the buyer of the Property to assume any indebtedness of the Trust related to the Property in connection with such sale, is less than the Maximum Offering Amount. The foregoing does not limit the amount that may be paid to a third-party broker in the event that no AM Disposition Fee is payable.

In addition to the fees payable to the Asset Manager, the Trust is responsible for reimbursing the Asset Manager for all expenses attributable to the Trust and paid or incurred by the Asset Manager in providing services under the Asset Management Agreement. Examples of such reimbursable expenses include, without limitation, (1) the actual cost of goods and services purchased for and used by the Trust and obtained from entities not affiliated with the Asset Manager; (2) expenses of managing and operating the Property, whether or not payable to an affiliate of the Trust; (3) expenses associated with appealing, or causing a third party to appeal, any assessed valuation for real estate taxes; (4) expenses associated with distributions paid or caused to be paid by the Trust to Investors; (5) expenses associated with Investor communications including the cost of preparing, printing and mailing any reports required by governmental entities; (6) expenses associated with office space and equipment used by the Asset Manager in carrying out services for the Trust; (7) administrative service expenses charged to, or for the benefit of, the Trust by non-affiliated third parties; and (8) audit, accounting and legal fees charged to, or for the benefit of, the Trust by non-affiliated third parties.

If the Trust requests any additional services not specified in the Asset Management Agreement, the Asset Manager may agree to provide the requested services upon terms mutually agreeable to the Trust and the Asset Manager.

The Asset Manager may decide, in its sole discretion, to be paid an amount less than the total amounts to which it is entitled under the Asset Management Agreement, and any excess amount that is not paid may, in the Asset Manager's sole discretion, be waived permanently or, as applicable, deferred or accrued, without interest, to be paid at a later point in time.

The compensation arrangements described above, and in more detail throughout this Memorandum, are not the result of arm's-length negotiations. See "*Asset Management*," "*Risk Factors – Risks Related to the Master Lease and the Management of the Property*" and "*Conflicts of Interest*" for additional discussion.

The Property Management Agreement and Fees

The Master Tenant and the Property Manager have entered into the Property Management Agreement, a copy of which is available in the Digital Investor Kit.

Pursuant to the Property Management Agreement, the Property Manager is responsible for serving as the manager of the Property, operating the Property in the same manner as is customary and usual in the operation of comparable senior living facilities operated or owned by the Property Manager (which include assisted living and memory care facilities), which includes, among other things, preparing an annual budget and business plan for the Master Tenant's approval; establishing and maintaining a system of financial controls for the Property; complying with applicable laws and regulations; recruiting, employing, hiring and training of staff; maintaining the Property in good repair and condition; providing access to national contracts for certain services and supplies; providing compliance support with respect to federal and state statutes and regulations; providing access to participate in the Property Manager's affiliate's group property and casualty insurance program; maintaining certain insurance coverages; and maintaining an operating account. The Property Manager is also responsible for issuing both annual and monthly reports to the Master Tenant.

The Property Management Agreement has an initial term of seven years (the "**Initial Term**"), which commenced on February 25, 2026 (the "**PMA Effective Date**") and will expire on February 24, 2033, and will automatically renew for successive one-year periods thereafter. The Property Management Agreement may be terminated as follows: (1) by either party at any time without cause by giving 120 days' prior written notice to the other party; (2) by either party in the event of certain bankruptcy events, as specified in the Property Management Agreement; (3) by either party in the event of certain breaches by the other party of the Property Management Agreement, as specified in the Property Management Agreement; (4) by the Master Tenant in the event of a casualty or condemnation of the Property; and (5) by either party in connection with a sale of the Property to an unrelated third party upon at least 60 days' prior notice. In the event the Property Management Agreement is terminated by the Master Tenant without cause prior to the end of the 84th month after the PMA Effective Date, then the Master Tenant will be required to pay the Property Manager the PM Termination Fee, as defined below.

The Property Manager is entitled to the following fees from the Master Tenant:

- a monthly base management fee (the "**Base Management Fee**") equal to 5.0% of the "Revenues" (as defined below) from the Property for the month in which the payment is made; and
- an incentive fee (the "**Performance Incentive Fee**") equal to 15.0% of the excess of (i) the actual "NOI" (as defined below) of the Property for such fiscal year, over (ii) the "NOI Threshold" (as defined below) of the Property for such fiscal year,

until the monthly management fee (the “**Monthly Management Fee**”) equals 7.0% of Revenues.

As defined in the Property Management Agreement:

- “**Revenues**” means, for the applicable period of time, the revenue required to be recorded in accordance with U.S. generally accepted accounting principles or other accounting methods consistently applied and reasonably agreed to by the Property Manager and Master Tenant, excluding however, amortization income of resident entrance payments and excluding bequests, gifts or similar donations to the Property.
- “**NOI**” means, for any period, the positive or negative dollar amount of the Property’s Revenues for such period, less Property expenses (including the Base Management Fee and any Performance Incentive Fee earned, for such period, and excluding real estate taxes, insurance, any depreciation and amortization, capital expenditures, and mortgage interest and principal payments, other borrowing costs and capital expenses).
- “**NOI Threshold**” for each year will be set forth in the annual Approved Operating and Capital Budget (as defined in the Property Management Agreement). The NOI Threshold for the period commencing on the PMA Effective Date and ending on December 31, 2026 is \$3,801,409.81. The NOI Threshold will be recalculated each January 1, beginning January 1 of the year following the PMA Effective Date, and on each January 1 thereafter, and set forth in the applicable Approved Operating and Capital Budget.

Further, if the Property Management Agreement is terminated by the Master Tenant without cause during the Initial Term, the Property Manager will be entitled to a termination fee (the “**PM Termination Fee**”) equal to (1) if the effective date of the termination is within 36 months of the PMA Effective Date, 12 times the Base Management Fee; (2) if the effective date of the termination is between 37 and 60 months following the PMA Effective Date, six times the Base Management Fee; or (3) if the effective date of the termination is between 61 and 84 months following the PMA Effective Date, three times the Base Management Fee.

In the event that the Property Management Agreement is terminated without cause by the Property Manager during the Initial Term, the Master Tenant will be entitled to a termination fee in the amount of \$25,000 (the “**MT Termination Fee**”). In the event that the Property Management Agreement is terminated by either party after the Initial Term, then neither the Property Manager nor the Master Tenant will be entitled to any termination fee or penalty.

A partial list of services that are available to the Master Tenant at an additional cost are set forth on Exhibit B to the Property Management Agreement. Further, Exhibit C to the Property Management Agreement sets forth additional information technology services, and any such services not included in the fees payable to the Property Manager as outlined on Exhibit C, will be separately charged to the Master Tenant at the rates shown on Exhibit C.

The Master Tenant is required to reimburse the Property Manager for the performance of the Property Manager’s services under the Property Management Agreement, which is made from the Property’s operating account or, if sufficient funds are not available, by the Master Tenant. In addition, but subject to the approved budget, the Master Tenant is responsible for reimbursing the Property Manager the net cost of reasonable transportation and living expenses for employees, officers and agents of the Property Manager, its affiliates or outside consultants when traveling in connection with the Property; data communication charges; express delivery, copying and legal and other costs incurred by the Property Manager in connection with the performance of its services under the Property

Management Agreement; provided that the Master Tenant will not be responsible for reimbursing the Property Manager for (a) expenses for office equipment or supplies; (b) any overhead items and Property Manager travel, not provided for in the budget; (c) licensure expenses of the Property Manager that are not Property-specific; or (d) except as otherwise provided in the Property Management Agreement, costs relating to accounting services performed under the Property Management Agreement.

A copy of the Property Management Agreement is available in the Digital Investor Kit. See “*Property Management*,” “*Risk Factors – Risks Related to the Master Lease and the Management of the Property*” and “*Conflicts of Interest*” for additional discussion.

Disposition Services Agreement

In connection with the acquisition of the Property, the Trust entered into a Disposition Services Agreement with the Property Manager (the “**Disposition Agreement**”), a copy of which is available in the Digital Investor Kit.

The Disposition Agreement provides for the Property Manager to consult with the Trust and furnish advice and recommendations with respect to the proposed disposition of the Property. In consideration of such services, the Trust has agreed to pay a disposition fee (an “**LCS Disposition Fee**” and together with the AM Disposition Fee, the “**Disposition Fees**”) to the Property Manager upon the sale, transfer, conveyance or other disposition of the Property including in each case to an affiliate of the Trust (a “**Disposition**”). The amount of the LCS Disposition Fee payable under the Disposition Agreement will be calculated as a percentage of the gross sale price of the Property (“**Gross Price**”), reduced by the amounts used or incurred by the Trust to repay any indebtedness, or to cause the buyer of the Property to assume any indebtedness, of the Trust related to the Property in connection with such Disposition (such reduced amount, the “**Sales Proceeds**”), relative to the aggregate amount of beneficial interests in the Trust (representing equity only) as reflected in this Memorandum (such amount, the “**Investment Amount**”), as follows:

- If the Sales Proceeds of the Property are less than or equal to 110.0% of the Investment Amount, the Property Manager will not be entitled to an LCS Disposition Fee.
- If the Sales Proceeds of the Property are greater than 110.0% of the Investment Amount but less than or equal to 125.0% of the Investment Amount, the Property Manager will be entitled to an LCS Disposition Fee equal to 0.75% of the Gross Price of the Property.
- If the Sales Proceeds of the Property are greater than 125.0% of the Investment Amount but less than or equal to 150.0% of the Investment Amount, the Property Manager will be entitled to an LCS Disposition Fee equal to 1.50% of the Gross Price of the Property.
- If the Sales Proceeds of the Property are greater than 150.0% of the Investment Amount but less than or equal to 175.0% of the Investment Amount, the Property Manager will be entitled to an LCS Disposition Fee equal to 2.50% of the Gross Price of the Property.
- If the Sales Proceeds of the Property are greater than 175.0% of the Investment Amount, the Property Manager will be entitled to an LCS Disposition Fee equal to 3.0% of the Gross Price of the Property.

In the event that the Property Management Agreement is not renewed at the election of either the Master Tenant or the Property Manager or terminated for any reason, other than pursuant to a termination in accordance with the Property Management Agreement upon the sale of the Property in which the Property Manager is paid an LCS Disposition Fee as provided above, each of the Trust and the Property Manager may elect to terminate the Disposition Agreement (each, a “**DSA Termination Option**”). If either party elects to terminate the Disposition Agreement pursuant to the exercise of the DSA Termination Option, the amount of the LCS Disposition Fee will be based on the Appraised Value

Proceeds (as defined below), rather than on the Sales Proceeds. For these purposes, the “**Appraised Value Proceeds**” means the appraised value of the Property, as determined by the appraisal procedure set forth below the Disposition Agreement, reduced by (1) the amounts that would be needed to repay any indebtedness, or to cause the buyer of the Property to assume any indebtedness, related to the Property if a sale were to occur at such time and (2) the cost of the appraisal required under the Disposition Agreement.

A copy of the Disposition Agreement is available in the Digital Investor Kit. See “*Property Management*,” “*Risk Factors – Risks Related to the Master Lease and the Management of the Property*” and “*Conflicts of Interest*” for additional discussion regarding the role of the Property Manager.

Reserve Account

Pursuant to the Master Lease, the Trust has established the Reserve Account to make funds available for Capital Expenditures and unanticipated costs in relation to the Property.

The Trust will make an initial contribution to the Reserve Account from the proceeds of the Offering, in the amount of \$4,781,000. The Master Tenant, on behalf of the Trust, will make an annual reserve contribution to the Reserve Account from Supplemental Rent, to the extent available, up to a maximum of \$312,000 per calendar year, determined on an annualized basis. At the end of any calendar year, if the balance in the Reserve Account is less than \$100,000 (the “**Reserve Minimum Balance**”), the Trust will be required to make a contribution to the Reserve Account so that the Reserve Account contains at least an amount equal to the Reserve Minimum Balance (and if such contribution is not made, the Master Tenant may withhold Additional Rent and Supplemental Rent until the Reserve Account contains at least an amount equal to the Reserve Minimum Balance). Any interest earned on the funds in the Reserve Account will be retained as additional reserves. Any amount remaining in the Reserve Account upon the sale of the Property will be distributed to the Investors based on their respective pro rata Interests. Pursuant to the terms of the Master Lease, the dollar amounts of the annual reserve contribution and the Reserve Minimum Balance may be reduced (but not increased) by the Master Tenant in its sole discretion.

The Trust and the Trust Agreement

The terms of the Trust are governed by the Trust Agreement, a copy of which is available in the Digital Investor Kit. The Trust Agreement sets forth the rights and duties of the Investors and Trustees with respect to the Property. The Signatory Trustee is responsible for the operation of the Trust and the Property. The Corporation Trust Company serves as co-trustee of the Trust (the “**Delaware Trustee**” and together with the Signatory Trustee, the “**Trustees**”).

In connection with each Investor’s purchase of Interests, the Investor will be required to enter into the Trust Agreement. The Trust will then convey the respective Interests to each Investor by issuing each Investor an assignment of beneficial interest. However, pursuant to the Trust Agreement, which was designed to meet the parameters of Revenue Ruling 2004-86, 2004-33 I.R.B. 191, issued by the IRS, the Investors who own the Interests in the Trust are not permitted to have any voting rights with respect to the operation and ownership of the Property.

Under the Trust Agreement, if: (A)(1) the Trust Property (as defined in the Trust Agreement) or any portion thereof is subject to a casualty, condemnation, or similar event that is not adequately compensated for through insurance or otherwise sufficient to permit restoration of the Trust Property to the same condition as previously existed; or (2) the Signatory Trustee determines that the Investors are at risk of losing all or a substantial portion of their investment, and (B) the Signatory Trustee is prohibited from taking actions to cure or mitigate such events because such action would “vary the investment” of the Investors, the Signatory Trustee will terminate the Trust by converting the Trust into a limited liability company (a “**Springing LLC**”). If the Trust is converted into a Springing LLC (such conversion referred to herein as a “**Transfer Distribution**”), the Springing

LLC will: (a) acquire, by operation of law, contract, or otherwise, the Trust Property subject to the Trust's obligations under the Master Lease; (b) effect the conversion or exchange of the Investors' ownership interests in the Trust into equivalent membership interests in the Springing LLC; (c) cause the Signatory Trustee to be designated as the manager of the Springing LLC; and (d) take all other actions necessary to complete the formation of the Springing LLC in accordance with the Delaware Statutory Trust Act and the Delaware Limited Liability Company Act.

Alternatively, the Signatory Trustee may distribute tenant-in-common, or "TIC" interests in the Trust Property to the Investors in proportion to their ownership of the Trust, which interests (and the Investors) would be subject to an agency and/or co-ownership arrangement and other agreements that are in form and substance satisfactory to the Signatory Trustee as determined in its discretion and materially consistent with the terms and conditions set forth in IRS Revenue Procedure 2002-22 or such other IRS guidance as may apply to the treatment of tenancy-in-common arrangements as direct interests in the underlying property for purposes of Section 1031.

As a result of any of the foregoing transactions, actions could be taken to conserve and protect the Property that could not have been taken otherwise.

Investor Suitability

An investment in the Interests involves a high degree of risk and is suitable only for persons of substantial financial means who have no need for liquidity and who can afford to lose their entire investment. The Trust will only accept a subscription from an "accredited investor," as defined in Regulation D under the Securities Act. The Trust will not accept subscriptions from, or made on behalf of, (1) tax-exempt entities, including but not limited to qualified employee pension and profit-sharing trusts, individual retirement accounts, Simple 401(k) plans, annuities and charitable remainder trusts or (2) foreign persons. See "*The Offering – Investor Suitability Requirements*" for more information.

Purchase of an Interest

To purchase an Interest, a prospective Investor must deliver to the Trust an executed copy of a complete and accurate subscription agreement (the "**Subscription Agreement**"), the form of which is attached hereto as Exhibit A. A prospective Investor may be accepted or rejected by the Trust at any time and for any reason after delivering the Subscription Agreement, but prior to the receipt of funds for purchase. If rejected, a prospective Investor's funds will be returned to the prospective Investor or his, her or its qualified intermediary. See "*The Offering – How to Purchase the Interests*" for a more detailed discussion on the steps you must take to purchase Interests.

Sale or Transfer of Interests

The Interests are being offered and sold pursuant to exemptions from the registration provisions of federal and state law. Accordingly, the Interests are subject to restrictions on transfer. The Trust Agreement contains additional restrictions on transfer. See "*Summary of the Trust Agreement – Restrictions on Transfer of Interests*." If an Investor is able to sell his, her or its Interest, the Investor and his, her or its purchaser(s) will bear the costs, if any, of the sale or transfer.

Tax Considerations

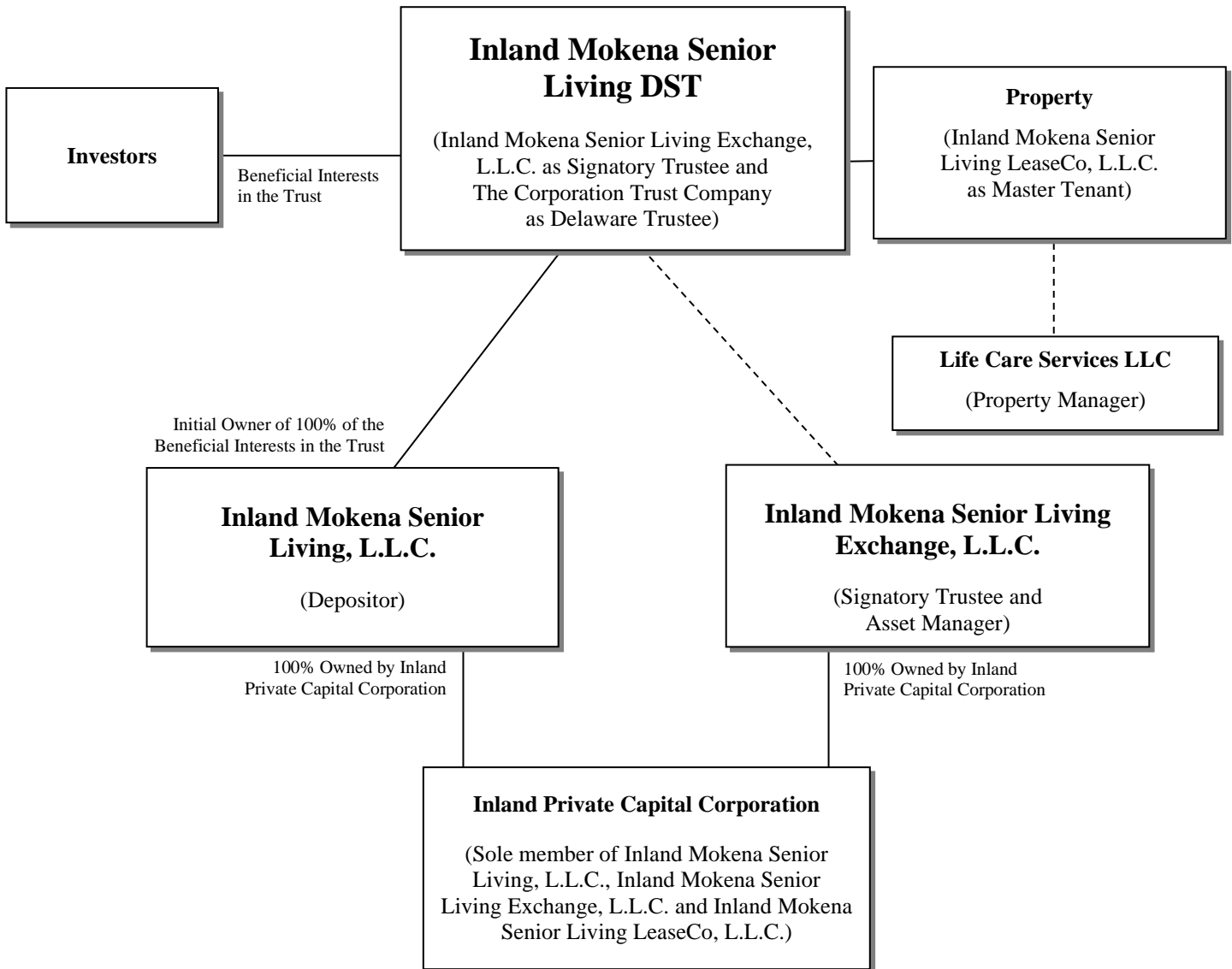
Tax counsel to the Trust ("**Special Tax Counsel**") has provided a tax opinion (the "**Tax Opinion**") that the acquisition of Interests by an Investor should be treated as a direct acquisition of the Property for purposes of Section 1031. However, this opinion is limited in scope and does not opine on all matters necessary for the prospective Investor's acquisition to qualify under Section 1031. See Exhibit C, Opinion of Special Tax Counsel, and "*Risk Factors*" for additional discussion regarding tax considerations. Each prospective Investor should have his, her or its own independent legal, tax, accounting and financial advisors closely review this Memorandum and all documents referenced herein and attached hereto and will be required to acknowledge the same in the Subscription Agreement.

INVESTORS WILL ACQUIRE THEIR INTERESTS WITHOUT ANY REPRESENTATIONS OR WARRANTIES FROM THE TRUST, IPC, THE ASSET

MANAGER OR ANY OF THEIR AFFILIATES OR REPRESENTATIVES, AGENTS OR COUNSEL REGARDING THE TAX IMPLICATIONS OF THE TRANSACTION. EACH PROSPECTIVE INVESTOR MUST CONSULT HIS, HER OR ITS OWN INDEPENDENT ATTORNEYS, ACCOUNTANTS, AND OTHER TAX ADVISORS REGARDING THE TAX IMPLICATIONS OF THE PROSPECTIVE INVESTOR'S PURCHASE OF AN INTEREST, INCLUDING WHETHER SUCH PURCHASE WILL QUALIFY AS PART OF A SECTION 1031 EXCHANGE, IF ONE IS CONTEMPLATED.

There are risks associated with the federal taxation of the purchase of an Interest, particularly where the purchase is intended to be part of a Section 1031 Exchange. Accordingly, all prospective Investors must consult their own independent legal, tax, accounting, and financial advisors and must represent that they have done so as an investment requirement. You should carefully read the sections of this Memorandum entitled "Risk Factors – Tax Risks" and "Federal Income Tax Consequences" and consult with your personal tax advisor before making an investment in the Interests.

A diagram summarizing the ongoing relationships among the Trust, the Asset Manager, the Master Tenant, the Property Manager and other parties involved in the transactions discussed herein is set forth below. Dotted lines indicate contractual relationships between the parties.



FREQUENTLY ASKED QUESTIONS

What is Inland Private Capital Corporation?

In March 2001, Inland Private Capital Corporation was formed to provide replacement properties for investors wishing to complete a tax-deferred exchange under Section 1031, as well as investors seeking a quality, multiple-owner real estate investment. The programs sponsored by IPC offer securities to “accredited investors” on a private placement basis. As of December 31, 2025, IPC had sponsored 329 private placement programs, which have offered approximately \$11 billion in equity to over 29,000 investors. IPC was the recipient of the 2006 and 2015 ACE (A Champion of Excellence) Awards given by the Alternative and Direct Investment Securities Association (“ADISA”), formerly known as the Real Estate Investment Securities Association, a trade association of the real estate securities industry. IPC is a founding member of ADISA.

IPC is a subsidiary of Inland Real Estate Investment Corporation (“**Inland Investments**”). Inland Investments is part of The Inland Real Estate Group of Companies, Inc., one of the nation’s largest commercial real estate and finance groups, which is comprised of independent legal entities, some of which may be affiliates of each other, share some common ownership or have been previously sponsored and managed by such entities or subsidiaries thereof, some or all of which are sometimes referred to herein as “**Inland.**”

What competitive advantages does IPC achieve through its relationship with Inland?

The Inland Real Estate Group of Companies, Inc., headquartered in Oak Brook, Illinois, is one of the nation’s largest commercial real estate and finance groups, representing more than 50 years of expertise and integrity in the industry. As a business incubator, Inland specializes in creating, developing and supporting member companies that provide real estate-related investment funds, including limited partnerships, institutional funds and nonlisted and listed REITs, and real estate services for both third parties and Inland member companies. As of December 31, 2025, Inland had raised more than \$31.2 billion from investment product sales to over 490,000 investors, many of whom have invested in more than one product. As of December 31, 2025, Inland entities cumulatively owned properties in 42 states and managed assets with a value of approximately \$16 billion. As of December 31, 2025, Inland was responsible for the asset management of 26,555 multifamily units, 1,103 manufactured housing units, and 22.6 million square feet of commercial properties located in 42 states.

As of December 31, 2025, Inland had sponsored 851 programs, including 840 private and public limited partnerships, limited liability companies and tax-focused investments, including Section 1031 Exchange programs, and 11 non-listed REITs. As of December 31, 2025, Inland has sponsored 670 completed programs, including 509 private and public limited partnerships, 155 Section 1031 Exchange programs and six non-listed REITs. Inland completed 19 full-cycle Section 1031 Exchange programs in 2024 and 2025 alone. Inland Real Estate Acquisitions, LLC (“**IREA**”), an affiliate of Inland Investments and IPC, has extensive experience in acquiring real estate for investment. Over the years, IREA has facilitated more than \$56 billion of purchases including single-tenant properties, multifamily properties, medical outpatient buildings and retail properties. Inland was named a recipient of the 2009, 2014 and 2017 Torch Award for Marketplace Ethics by the Better Business Bureau serving Chicago and Northern Illinois, which award spotlights companies that exemplify ethical business practices, as selected by an independent panel of judges.

Inland’s expertise in acquiring, financing, and managing quality properties is a key component to the value-added service that Inland offers. Because Inland is first and foremost a real estate company, it is in a position to capitalize on its expertise to cut operating costs through economies of scale to effectively manage properties. Investor communication is also a critical component of the services IPC provides. Communication methods include, but are not limited to, written correspondence, financial reports, scheduled conference calls, communications with investment representatives and one-on-one dialog with the Investors and their registered representatives.

What is Inland Mokena Senior Living LeaseCo, L.L.C.?

The Master Tenant under the Master Lease is Inland Mokena Senior Living LeaseCo, L.L.C., a Delaware limited liability company, wholly owned by IPC. The Trust has entered into the Master Lease for the Property with the Master Tenant and assigned the Residential Leases to the Master Tenant.

Capitalization of the Master Tenant has been provided by IPC through the Demand Note in an amount equal to \$787,000. IPC's Demand Note obligations will be reduced by the amount of any net earnings IPC retains in the Master Tenant. A copy of the Demand Note is available in the Digital Investor Kit.

The purpose of the Master Lease is to permit the Master Tenant to operate the Property on behalf of the Trust and to enable actions to be taken with respect to the Property that the Trust would be unable to take due to tax law-related restrictions, including, but not limited to, a restriction against re-leasing the Property. See "*Summary of the Leases – Master Lease.*"

What is Life Care Services LLC?

The Master Tenant has entered into the Property Management Agreement with Life Care Services LLC, an Iowa limited liability company, for the management of the Property. LCS is a nationally recognized leading brand of high-quality senior lifestyle products and services. LCS provides senior living management solutions to 120 communities across 28 states, and serves more than 32,000 residents. With more than 50 years of experience, LCS offers independent and assisted living, along with skilled nursing and memory care options. LCS is dedicated to creating opportunities for purposeful living. To create a rich experience for every resident and employee, each community managed by LCS offers a full suite of expertly developed signature experiences. See "*Property Management*" for additional information.

LCS is part of the LCS Family of Companies, established in 1971. The LCS Family of Companies offers a suite of business solutions for community support, including LCS Community Operations, LCS Development, LCS Group Purchasing and LCS Real Estate. Awards and recognitions include being named the third largest operation in the country (2025 ASHA), ranked first in independent living for the seventh year in a row by J.D. Power Customer Satisfaction Survey.

IPC prepared this summary in reliance on information providing by LCS, including information contained on the public website maintained by LCS (<https://www.lcsliving.com/>). Investors are encouraged to visit this website to review the most up-to-date information regarding LCS.

Pursuant to that certain Framework Agreement between the Trust, LCS and the LCS Affiliate, dated February 25, 2026, the LCS Affiliate will acquire 2.0% of Interests as part of this Offering. The Interests owned by the LCS Affiliate will be held for investment purposes and not for resale.

What exactly am I purchasing?

You are purchasing an Interest in the Trust, which owns the Property. For federal income tax purposes, an Interest should constitute an interest in replacement property and you will be treated as having assumed your pro rata share of the Trust's debt for purposes of calculating the amount of your replacement property for purposes of Section 1031.

Why is the Property being held in a Delaware statutory trust?

The Delaware statutory trust, or "DST" structure, rather than a tenant-in-common structure, is being utilized for the ownership of the Property based on the following:

- no accreditation fee required to be paid by Investors;
- lower annual administrative costs for the Investors since no single member limited liability company is required to be formed; and
- lower transaction costs, since the Investors do not obtain direct title to the Property.

There are certain risks related to the DST structure, including the risk that Investors have no control over the management of the Trust. See "*Risk Factors – Risks Related to the Delaware Statutory Trust Structure*" for a discussion of the risks related to the DST structure.

How do I identify the Property for my Section 1031 Exchange?

You must contact your qualified intermediary and tax advisor for the appropriate identification procedure.

Have the Interests been registered with the SEC and States?

No. The Interests have not been, and will not be, registered under the Securities Act or any state securities laws. The Interests will be offered and sold pursuant to an exemption from the registration requirements of the Securities Act, in accordance with Rule 506(b) of Regulation D, and in compliance with any applicable state securities laws. In the event that the Trust fails to comply with the requirements of this exemption or fails to comply with the state securities laws, an Investor may have the right, if he, she or it so desires, to rescind his, her or its purchase of the Interests.

Will any taxable income from the Property be considered passive source income?

To the extent this investment generates taxable income or loss, such income or loss is expected to be passive income or loss. Generally speaking, an Investor's passive income, if any, from an investment in the Interests may be offset by the Investor's other passive losses, and an Investor's passive losses, if any, from an investment in the Interests may be used to offset the Investor's other passive income. However, the rules regarding the deductibility of passive losses (whether from an investment in an Interest, or from another passive activity that potentially could be used to offset income from an investment in an Interest) are complex and vary with the facts and circumstances particular to each Investor. In addition, the income may be subject to the 3.8% Net Investment Income Tax (the "**Medicare Contributions Tax**") imposed on rent and other types of investment income. Prospective Investors should consult with their own legal, tax, accounting and financial advisors regarding these and other tax issues relating to an investment in the Interests.

How long is the closing process for my purchase of an Interest?

It is anticipated, but not assured, that your purchase of an Interest will be closed within 15 to 30 days after the Trust receives your completed Subscription Agreement. Accordingly, if you are acquiring an Interest as replacement property in a Section 1031 Exchange, you must have sufficient time remaining in your 180-day period for acquiring your replacement property to accommodate this 15- to 30-day period necessary for the closing to occur.

Is there permanent debt on the Property?

No. The Trust is offering the Interests to the Investors without any permanent financing encumbering the Property, and the Trust Agreement prohibits the Signatory Trustee from entering into new financing. In order to complete a Section 1031 Exchange, an Investor must purchase replacement property of equal or greater value than the Relinquished Property. Each Investor whose previous properties were encumbered by debt should note that such Investor may have to use more cash to acquire an Interest than is available from the sale of the Relinquished Property, since there will be no permanent debt on the Property.

Am I responsible for any out-of-pocket costs associated with the purchase of the Interests?

Yes. Each prospective Investor is responsible for all costs associated with his, her or its independent accountant, tax advisor, financial advisor and attorney. Please note that these costs may not be funded from the Section 1031 Exchange escrow held by your qualified intermediary, if applicable.

How does a prospective Investor find a qualified intermediary?

If a prospective Investor does not currently have a qualified intermediary, upon request, IPC can provide a list of qualified intermediaries familiar with this type of sophisticated transaction.

Can an Investor keep some of the proceeds from the sale of the Relinquished Property or do all of the proceeds have to be reinvested?

If you choose to keep some of the proceeds, you will generally be taxed on what you keep. The cash retained is known as "boot" in a Section 1031 Exchange. The Trust cannot advise you on the particular tax treatment to which you will be subject. You should consult with your own tax professional regarding the proper tax treatment of any such amounts.

Can retirement or other tax-exempt funds invest in the Trust?

The Trust will not accept subscriptions from, or made on behalf of, tax-exempt entities, including, but not limited to, qualified employee pension and profit-sharing trusts, individual retirement accounts, Simple 401(k) plans, annuities and charitable remainder trusts.

What should I do if I want to sell my Interest in the Trust before the Property is sold?

The Interests are being offered and sold pursuant to exemptions from the registration provisions of federal and state law. Accordingly, the Interests are subject to restrictions on transfer. Each Investor will be required to represent that he, she or it is acquiring the Interests for investment and not with a view to distribution or resale, that such Investor understands the Interests are not freely transferable and, in any event, that such Investor must bear the economic risk of investment in the Interests for an indefinite period of time because the Interests have not been registered under the Securities Act or certain applicable state “blue sky” or securities laws, and that the Interests cannot be sold unless they are subsequently registered (which is not expected) or an exemption from such registration is available and unless the Investor complies with the other applicable provisions of the Trust Agreement. If an Investor is able to sell his, her or its Interest in accordance with the Trust Agreement and applicable securities laws, the Investor and/or his, her or its purchaser(s) will bear the costs, if any, of the sale or transfer. See “*Risk Factors – Risks Related to the Offering – There is no public market for the Interests*” for additional discussion related to the restrictions on transfer.

How often will distributions be made to the Investors?

The Signatory Trustee intends to make monthly distributions on behalf of the Trust, payable on or about the 15th day of the following month. Actual distributions may vary from those projected in Exhibit D the Forecasted Statement of Cash Flows.

Will I be receiving any updates regarding the performance of the Property, and if so, how often?

Yes, the Asset Manager intends to provide the Investors with investor reports (the “**Investor Reports**”), which will include a financial update as well as updates regarding the performance of the Property, on a quarterly basis. However, the Asset Manager will not begin providing these Investor Reports until the later to occur of (1) the last Investor closing on his, her or its investment in the Trust and (2) the Trust completing its first full year of operations.

What kind of tax and financial reporting do I receive at the end of the year? When can I expect it?

The Asset Manager will provide a statement of each Investor’s income and expenses to be utilized in completing IRS Schedule E or other pertinent tax documents.

The Investor’s statement of income and expenses will be sent to each Investor on or before the end of the first quarter following the end of the calendar year. Each Investor will need to calculate his, her or its own depreciation deduction for tax purposes.

What kind of audit will be performed on the operations of the Property?

In an effort to increase operational transparency and financial reporting to Investors, IPC, on behalf of the Trust, intends to retain an independent Certified Public Accountant (the “**Auditor**”) to perform an annual audit of the Trust’s financial statements in accordance with U.S. generally accepted accounting principles beginning after the completion of the offering. Upon completion of the audit, the Auditor will provide a report to the Trust, which report will be available to Investors upon request.

What types of exit strategies will the Signatory Trustee consider with respect to the Property?

As provided under the Trust Agreement, when evaluating the Trust’s potential exit strategies with respect to the Property, the Signatory Trustee may consider both a sale of the Property for cash consideration or a contribution of the Property to an operating partnership of a real estate investment trust (a “**REIT**”) in exchange for partnership interests in such partnership (“**OP Units**”) in a transaction intended to qualify as a tax-deferred contribution of the

Property to the partnership under Code Section 721 (a “**Section 721 Contribution**”), whereby the sale proceeds or OP Units would be distributed to the Investors in liquidation of the Trust. Under current tax law, although such an exit strategy involving a sale for cash consideration is a taxable transaction as to the Investors, a disposition of the Property by the Trust for cash consideration can be structured by each Investor as part of a follow-on Section 1031 Exchange.

As set forth in the Trust Agreement, in the event the Signatory Trustee were to dispose of the Property pursuant to an exit strategy consisting of a Section 721 Contribution, it will provide the Investors with the option of receiving either cash consideration or OP Units with an aggregate value equal to the then-fair market value of such Investor’s Interests as of the date the Section 721 Contribution. However, the Signatory Trustee will have no obligation to provide this optionality to Investors (and the Investors may receive OP Units only in the Signatory Trustee’s sole discretion) if there is a future change in law relating to Section 1031 that eliminates the ability of taxpayers to effectuate a Section 1031 Exchange at the time of the Section 721 Contribution. See “*Risk Factors – Tax Risks – Future legislative or regulatory action could significantly change the tax aspects of an investment in an Interest.*”

In the event the Signatory Trustee were to dispose of the Property pursuant to an exit strategy consisting of a Section 721 Contribution, the amount of cash consideration or OP Units received by the Investors would be based on the fair market value of the Property, determined by an appraisal of the Property effective on or about the date of the contribution transaction conducted by a third party appraiser. If a Section 721 Contribution is undertaken, it is intended that the value of OP Units exchanged for the Property would be determined pursuant to the valuation policies of the REIT or such other procedures as are commercially reasonable with respect to such partnership unit valuations. In addition, IPC intends to engage a third party to conduct a review of the appraisal and, as warranted, OP Units, to confirm that the value conclusions set forth in the appraisal were appropriate and reasonable.

Will I be subject to state income tax in the state in which the Property is located?

Although some states have income thresholds that must be exceeded to be subject to income tax, each state has its own filing requirements and tax code. You should consult with your own tax professional regarding individual state filings.

Is there an additional form that must be returned to the IRS when I transfer business property in a Section 1031 Exchange?

Yes. The IRS requires that you file Form 8824 with your annual tax filings for the year that you transfer the property. State and local governmental entities may also require additional filings. You should consult with your own tax professional regarding such filings.

Do I need to be an “accredited” investor to invest?

Yes. The Trust will only accept a subscription from an “accredited investor,” as defined in Regulation D under the Securities Act. Generally, a natural person who satisfies one of the following will qualify as an accredited investor: (1) an individual net worth, or joint net worth with his or her spouse or spousal equivalent, of more than \$1,000,000, subject to certain criteria for calculating net worth; or (2) an individual income in excess of \$200,000, or joint income with his or her spouse or spousal equivalent in excess of \$300,000, in each of the two most recent years and has a reasonable expectation of reaching the same income level in the current year. See “*The Offering – Investor Suitability Requirements*” for additional discussion regarding the definition of “accredited investor.”

Should I engage an attorney to close my purchase of the Interests?

You are strongly encouraged to engage independent legal counsel in connection with the purchase of the Interests, including reviewing the documents related to the acquisition of the Interests.

How do I purchase the Interests?

Each Investor must complete and send to his, her or its investment representative the Subscription Agreement, including the name, phone number and address of his, her or its qualified intermediary (if applicable). The investment representative must then send this to his, her or its broker/dealer (or registered investment advisor) for review, and the broker/dealer (or registered investment advisor) must forward the paperwork to:

Inland Private Capital Corporation
Attention: Investments
2901 Butterfield Road
Oak Brook, IL 60523

Or via e-mail to investments@inlandprivatecapital.com.

Upon receipt of acceptable documentation, the Trust will coordinate with the qualified intermediary (if applicable) to receive the funds and issue the assignment of the Interests in the Trust to the Investor. Coordination with the qualified intermediary also includes providing a closing statement for the purchase and may include completing any other required documentation. See “*The Offering – How to Purchase the Interests*” for a more detailed discussion on the steps you must take to purchase Interests.

RISK FACTORS

The Interests are speculative and involve a high degree of risk. A prospective Investor should be able to bear a complete loss of his, her or its investment. Prospective Investors should carefully read this Memorandum before purchasing an Interest.

A PROSPECTIVE INVESTOR SHOULD CONSIDER CAREFULLY, AMONG OTHER RISKS, THE FOLLOWING RISKS, AND SHOULD HAVE HIS, HER OR ITS OWN INDEPENDENT LEGAL, TAX, ACCOUNTING AND FINANCIAL ADVISORS CLOSELY REVIEW THIS MEMORANDUM AND ALL DOCUMENTS REFERENCED HEREIN AND ATTACHED HERETO BEFORE INVESTING IN THE INTERESTS. THESE RISK FACTORS, OR OTHER EVENTS, COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTAINED IN THIS MEMORANDUM. FURTHERMORE, THESE RISK FACTORS RELATE TO A SOPHISTICATED TRANSACTION AND ALTHOUGH THE TRUST HAS ENDEAVORED TO ANALYZE THIS TRANSACTION AND THE RISKS ATTENDANT TO THIS TRANSACTION TO THE BEST OF ITS ABILITY, THE FOLLOWING RISKS MAY NOT ENCOMPASS EVERY POSSIBLE RISK WITH REGARD TO THIS TRANSACTION. ONLY AFTER A PROSPECTIVE INVESTOR AND HIS, HER OR ITS INDEPENDENT ADVISORS HAVE ANALYZED THE UNDERLYING DOCUMENTS CAN HE, SHE OR IT FULLY UNDERSTAND THE TRANSACTION.

Risks Related to the Delaware Statutory Trust Structure

Investors will have no control over the management of the Trust.

The Trustees (and in particular the Signatory Trustee) are solely responsible for the operation and management of the Trust. The Investors will have no right to participate in the management of the Trust or in the decisions made by the Trustees. The Trustees and the Asset Manager will not consult with the Investors when making decisions with respect to the Trust and the Property. The Signatory Trustee is under no obligation to make its decision with respect to any prospective sale in accordance with the wishes of Investors. The Trustees may only be removed by Investors holding a majority of the Interests and only if the Trustees have engaged in willful misconduct, fraud or gross negligence with respect to the Trust.

The Trustees have limited duties to the Investors and may take actions that are not in the best interests of the Investors.

The Trustees do not owe any duties to the Investors other than those provided for in the Trust Agreement. Specifically, the Trustees do not have a fiduciary duty to any Investors as would be applicable to a limited liability company or partnership and, therefore, may take actions that would not be in the best interests of one or more of the Investors. The Trust Agreement provides that the Trustees are individually answerable for their actions to the Investors only if, among other things, the Trustees engage in willful misconduct or gross negligence or any “prohibited action” under the Trust Agreement, or they fail to use ordinary care in disbursing monies to Investors pursuant to the terms of the Trust Agreement.

The Trustees have limited authority, and the Trust may face increased termination risk.

To comply with the tax law regarding exchanges under Section 1031, the Trust structure prevents the Trustees from engaging in numerous actions, including: (1) disposing of the Property and acquiring new real estate or reinvesting any monies of the Trust, except as permitted under the Trust Agreement; (2) taking advantage of favorable market conditions by entering into new financing or entering into a new lease or leases except in the event of a tenant’s bankruptcy or insolvency; (3) making other than minor non-structural modifications to the Property other than as required by law; (4) after the formation and capitalization of the Trust, accepting any additional capital contributions from any Investor, or any contributions from any prospective new investor; and (5) taking any other action that would, in the opinion of tax counsel, cause the Trust to be treated as a “business entity” for federal income tax purposes.

Accordingly, in order to be able to take the actions necessary to avoid the loss of the Property, the Trust may be converted into a Springing LLC, in which case it will be governed by the terms of the Springing LLC Operating Agreement substantially in the form attached to the Trust Agreement. Alternatively, the Trust may be converted into a TIC arrangement, which would be distributed to the Investors. The Property will remain subject to the Master Lease after such Transfer Distribution (unless otherwise terminated or renegotiated). The ownership interest of each Investor in the Springing LLC or the TIC arrangement resulting from the Trust will be identical to such Investor’s Interest in

the Trust (subject to the impact of additional capital requirements in the Springing LLC). As a result of such Transfer Distribution, the Investors will at such time no longer be considered to own, for federal income tax purposes, a direct ownership interest in the Property. Because the Springing LLC will be treated as a partnership for tax purposes, it may not be possible for the individual Investors to do a tax-free exchange when the Property is ultimately sold.

Alternatively, the Signatory Trustee may terminate the Trust by distributing TIC interests in the Trust Property to the Investors in proportion to their ownership of the Trust. However, such a conversion could result in a TIC arrangement having more than 35 tenants-in-common. A TIC arrangement with more than 35 tenants-in-common is contrary to the guidelines provided by the IRS in Revenue Procedure 2002-22, however, it is not entirely clear under federal income tax case law whether or not exceeding the 35 tenant-in-common limitation would necessarily result in the TIC arrangement being treated as a partnership. If the TIC arrangement is treated as a partnership for tax purposes, it may not be possible for the individual Investors to do a tax-free exchange when the Property is ultimately sold as the interests in the partnership would not be treated as undivided fractional interests in the Property.

Investors will not have legal title to the Property.

Investors will not have legal title to the Property. The Investors will not have the right to seek an in-kind distribution of the Property or divide or partition the Property. The Investors will not have the right to sell the Property.

The Trustees will receive compensation, regardless of whether Investors have received distributions.

The Trustees (including the Signatory Trustee in its capacity as the Asset Manager) are entitled to receive significant fees and other compensation and payments regardless of whether the Trust is profitable. Those fees will be paid prior to any distributions to the Investors.

Risks Related to the Property

There are inherent risks with real estate investments.

The investments by the Investors in the Trust will be subject to the risks generally incident to the ownership of real property. Real property investments are subject to varying degrees of risk and are relatively illiquid. Several factors may adversely affect the economic performance and value of the Property. These factors include:

- changes in the national, regional and local economic climate;
- local conditions such as an oversupply of similar residential properties or a reduction in demand for the Property;
- the attractiveness of the Property to potential Residents;
- the ability to collect rent from the Residents;
- changes in availability and costs of financing, which may affect the sale of the Property;
- eminent domain or condemnation actions against the Property;
- covenants, conditions, restrictions and easements relating to the Property;
- governmental regulations, including financing, environmental usage and tax laws, regulations and insurance;
- the ability of the Master Tenant to pay for adequate maintenance, insurance and other operating costs, including real estate taxes, which could increase over time;
- the relative illiquidity of real estate investments;
- changing market demographics;
- acts of nature, such as hurricanes, earthquakes, tornadoes and floods that may damage the Property and acts of nature such as a drought that could affect the value of real estate in the affected area including the Property; and
- the impact of an epidemic in the area in which the Property is located or a pandemic, which could severely disrupt the global economy.

Any negative change in the factors listed above could adversely affect the financial condition and operating results of the Property and, in turn, the Trust. The profitability of an investment in the Trust will depend on factors such as these.

Volatile economic conditions may adversely affect the Trust's income.

Events affecting economic conditions in the United States or globally, such as the general negative performance of the real estate sector or market volatility (including as a result of uncertainties regarding actual and potential shifts in U.S. and foreign trade, economic and other policies, including with respect to treaties and tariffs, inflationary pressures or higher interest rates, actual or perceived instability in the U.S. banking system and related bank failures, ongoing hostilities between Israel and Hamas and between Russia and Ukraine, NATO and the international community's response thereto and other geopolitical events affecting the financing markets generally), could result in a decline in economic growth generally or in the real estate market particularly. This volatility in economic conditions makes judging the future performance of real estate assets difficult. The Property may substantially decline in value, which could, among other things, impact the Trust's ability to sell the Property in the future.

Inflation or deflation may adversely affect our financial condition and results of operations.

Increased inflation could have an adverse impact on floating rate mortgages, interest rates and general and administrative expenses, as these costs could increase at a rate higher than rental and other revenue. Inflation could also have an adverse effect on consumer spending which could impact the Property's performance and results of operations. Conversely, deflation could lead to downward pressure on rents and other sources of income.

The long-term macroeconomic effects of the COVID-19 pandemic and any future pandemic or epidemic could have a material adverse impact on the financial performance and results of operations of the Property.

While many of the direct impacts of the COVID-19 pandemic have eased, the longer-term macroeconomic effects on global supply chains, inflation, labor shortages and wage increases continue to impact many industries. Moreover, with the potential for new strains of COVID-19 to emerge, governments and businesses may re-impose aggressive measures to help slow its spread in the future. For this reason, among others, the potential global impacts are uncertain and difficult to assess.

Long-term macroeconomic effects, including such effects resulting from supply and labor shortages, of the COVID-19 pandemic may have an adverse impact on the performance of the Property, and in turn the ability of the Master Tenant to meet its obligations under the Master Lease, and may have an adverse impact on the Trust's ability to meet its business objectives.

The full extent of the impact and effects of COVID-19 will depend on future developments, including, among other factors, future variants of the virus, availability, acceptance and effectiveness of vaccines along with related travel advisories, quarantines and restrictions, the recovery time of the disrupted supply chains and industries, the impact of labor market interruptions, the impact of government interventions, and uncertainty with respect to the duration of the global economic slowdown. COVID-19, or any future pandemics or epidemics, and resulting impacts on the financial, economic and capital markets environment, and future developments in these and other areas present uncertainty and risk with respect to the performance of the Property and results of operations.

The Implications of the One Big Beautiful Bill Act on the Trust and the Property are uncertain.

On July 4, 2025, President Trump signed into law the sweeping federal legislation known as the "One Big Beautiful Bill Act," (the "OBBBA") which introduces a broad range of economic, tax, and regulatory reforms that may significantly impact the real estate market. While the OBBBA provisions do not appear to have any direct implications for the Trust or the Property, it is currently impossible to predict what impact the OBBBA will have on the real estate market generally. Any negative impact could adversely affect the financial performance of the Property and the Trust.

Changes in U.S. trade policy may adversely affect the Trust and the value of the Property.

Changes in U.S. trade policy may adversely affect the Trust and the value of the Property. The U.S. government has, at various times, indicated its intent to revise trade agreements and impose tariffs on various imported goods and materials. Shifts in trade policy could lead to increased costs for imported goods and materials. In response to such policy changes, other countries may adopt retaliatory trade measures, which could make it more difficult or costly for U.S. companies to export products. These developments may also result in legal challenges, economic uncertainty, and disruptions in global supply chains.

Although companies may take reasonable precautions to mitigate the impact of trade policy changes on its business, no company can fully insulate itself from government policy changes, whether foreign or domestic. Changes to government policies may have a materially adverse impact on the financial condition and operations of the Trust and the Property. For example, the Trust and the Master Tenant may be impacted by broader economic consequences such as reduced consumer confidence, increased costs for key materials, reduced discretionary spending, volatility in interest rates, changes in labor costs and the availability of experienced employees, and other similar factors, which may adversely impact the financial performance or value of the Property.

There are inherent risks in the senior living sector.

The investment by the Investors in the Trust will be subject to the risks generally incident to the ownership of independent living, assisted living and memory care facilities. Several factors may adversely affect the economic performance and value of the Property. These factors include:

- increases in newly developed senior living communities and other competitive factors.
- the current trend for seniors to delay moving to senior living communities until they require greater care or to forgo moving to senior living communities altogether;
- circumstances that adversely affect the ability of seniors or their families to pay for senior living services, such as economic downturns, softness in the U.S. housing market, higher levels of unemployment among resident family members, lower levels of consumer confidence, stock market volatility and/or changes in demographics, which could cause the Property's occupancy rates, revenues and results of operations to decline;
- the senior living sector is subject to extensive regulation, which requires the Trust to incur significant costs and may cause the Trust to experience losses; and
- the nature of the senior living sector exposes the Trust, the Master Tenant and the Property Manager to litigation and regulatory and government proceedings.

The current trend for seniors to delay moving to senior living communities until they require greater care or to forgo moving to senior living communities altogether could have a material adverse effect on the Trust's business, financial condition and results of operations.

Seniors have been increasingly delaying their moves to senior living communities until they require greater care, and increasingly forgoing moving to senior living communities altogether. Further, rehabilitation therapy and other services are increasingly being provided to seniors on an outpatient basis or in seniors' personal residences in response to market demand and government regulation, which may increase the trend for seniors to delay moving to senior living communities. Such delays may cause decreases in occupancy rates and increases in resident turnover rates at the Property. Moreover, older aged persons may have greater care needs and require higher acuity services, which may increase the cost of business for the Master Tenant and the Property Manager or result in lost business and/or shorter stays at the Property if the Master Tenant and the Property Manager are not able to provide the requisite care services or fail to adequately provide those services. These trends may negatively impact the Property's occupancy rates, revenues and cash flows and results of operations. Further, if the Master Tenant and the Property Manager are unable to offset lost revenues from these trends by providing and growing other revenue sources, such as new or increased service offerings to seniors, the occupancy rates, revenues and cash flows at the Property could be adversely impacted and the value of the Property may decline.

Depressed U.S. housing market conditions may reduce the willingness or ability of seniors to relocate to the Property.

Downturns or stagnation in the U.S. housing market could adversely affect the ability, or perceived ability, of seniors to afford the Property's resident fees as prospective residents frequently use the proceeds from the sale of their homes to cover the cost of such fees. If seniors have a difficult time selling their homes, their ability to relocate to the Property or finance their stays at the Property with private resources could be adversely affected. If U.S. housing market conditions reduce the willingness or ability of seniors to relocate to the Property, the occupancy rates, revenues and cash flows at the Property could be adversely impacted.

Increases in labor costs at the Property may affect the operating results of the Property and the Trust.

Wages and employee benefits associated with the operation of managed senior living communities represent a significant part of managed senior living communities' operating expenses. The U.S. labor market has been experiencing an extended period of low unemployment. Further, there has been recent legislation enacted and proposed legislation to increase the minimum wage in certain jurisdictions. This, in turn, has put upward pressure on wages. The Property Manager competes with other senior living community operators, among others, to attract and retain qualified personnel responsible for the day-to-day operations of the Property, and senior living facilities have been experiencing increasing labor costs. The Trust cannot be sure that labor costs at the Property will not similarly increase or that any increases will eventually be recovered by corresponding increases in the rates charged to Residents or otherwise. Any significant failure by the Property Manager to prudently control labor costs or to pass any increases on to Residents through rate increases could adversely affect the financial condition and operating results of the Trust.

The market for qualified nurses, therapists and other healthcare professionals is highly competitive, and periodic or geographic area shortages of such healthcare professionals may require the Property Manager to increase the wages and benefits it offers to its employees in order to attract and retain such personnel or to utilize temporary personnel at an increased cost. Moreover, the current low level of unemployment in the U.S. may result in the Property Manager being unable to fully staff its senior living communities or having to pay overtime to adequately staff its senior living communities.

In addition, employee benefit costs, including health insurance and workers' compensation insurance costs, have materially increased in recent years. The cost of employee health insurance and workers' compensation insurance are considered Property operating expenses under the Property Management Agreement, subject to the limitations of the applicable operating budget, and as such any increase in such costs may adversely affect the financial performance of the Property.

Federal, state and local employment-related laws and regulations could increase the cost of doing business at the Property, and the Property Manager may fail to comply with such laws and regulations.

The operations at the Property are subject to a variety of federal, state and local employment related laws and regulations, including, but not limited to, the U.S. Fair Labor Standards Act, which governs such matters as minimum wages, the Family and Medical Leave Act, overtime pay, compensable time, recordkeeping and other working conditions, and a variety of similar laws that govern these and other employment related matters. Because labor represents a significant portion of operating expenses at senior living facilities, compliance with these evolving laws and regulations could substantially increase the cost of doing business at the Property, while failure to do so could subject the Property Manager and the Master Tenant to significant back pay awards, fines and lawsuits. The Property Manager's failure to comply with federal, state and local employment related laws and regulations could have a material adverse effect on the Trust's business, financial condition and results of operations.

The nature of the senior living sector exposes the Master Tenant and the Property Manager to litigation and regulatory and government proceedings.

The Master Tenant and Property Manager could in the future be involved in claims, lawsuits and regulatory and government audits, investigations and proceedings arising in the ordinary course of their business, some of which may involve material amounts. The defense and resolution of such claims, lawsuits and other proceedings may require the Master Tenant and the Property Manager to incur significant expenses. In several well publicized instances, private litigation by residents of senior living communities for alleged abuses has resulted in large damage awards against senior living companies. Some lawyers and law firms specialize in bringing litigation against senior living community

operators. As a result of this litigation and potential litigation, the cost of the Master Tenant's and the Property Manager's liability insurance could increase. Medical liability insurance reform has at times been a topic of political debate, and some states have enacted legislation to limit future liability awards. However, such reforms have not generally been adopted, and the Master Tenant's and the Property Manager's insurance costs may continue to increase. Increasing liability insurance costs could have a material adverse effect on the Property's business, financial condition and results of operations.

The Master Tenant or the Property Manager may fail to comply with laws relating to the operation of the Property.

The Trust, the Property Manager and the Master Tenant are subject to, or impacted by, extensive and frequently changing federal, state and local laws and regulations, including: licensure laws; laws protecting consumers against deceptive practices; laws relating to the operation of the Property and how the Property Manager conducts its operations, such as with respect to health and safety, fire and privacy matters; laws affecting communities that participate in Medicaid; laws affecting skilled nursing facilities, clinics and other healthcare facilities that participate in both Medicare and Medicaid which mandate allowable costs, pricing, reimbursement procedures and limitations, quality of services and care, food service; resident rights laws (including abuse and neglect laws) and fraud laws; anti-kickback and physician referral laws; the Americans with Disabilities Act of 1990 and similar laws; and safety and health standards established by the Occupational Safety and Health Administration.

The Master Tenant and the Property Manager will need to expend significant resources to maintain compliance with these laws and regulations. However, if the Master Tenant or the Property Manager is alleged to fail, or does fail, to comply with applicable legal requirements, it may have to expend significant resources to respond to such allegations, and if it is not permitted or is unable to cure deficiencies, certain sanctions may be imposed which may adversely affect the profitability of the Property and the Master Tenant's and the Property Manager's ability to obtain, renew or maintain licenses at the Property. Changes in applicable regulatory frameworks could also have similar adverse effects.

The ultimate failure to obtain the Facility License or other applicable operating licenses at the Property will adversely affect the business, results of operations and financial condition of the Property.

As of the date of this Memorandum, the Master Tenant has applied for, but has yet to receive, an assisted living facility license (the "**Facility License**") for the Property with the Illinois Department of Public Health (the "**Department of Health**") in order to allow the Property to operate as an assisted living facility. The Property is operating as an assisted living facility pursuant to the Interim Arrangement (as defined herein). See "*The Property – Agreements Affecting the Property – Assisted Living License and Interim Arrangement*" for further discussion.

The Facility License is required for the Property to operate as an assisted living facility with memory care services. The ultimate failure of the Master Tenant to obtain or maintain the Facility License would have a material adverse effect on the operations of the Property.

The failure to comply with regulations and laws related to the sale of alcohol at the Property may adversely affect the business, results of operations or financial condition of the Property.

The Master Tenant intends to apply for a license by the Illinois Liquor Control Commission to sell alcoholic beverages at the Property (the "**Liquor License**"). The Liquor License is required for the sale of alcohol at the Property. The failure of the Master Tenant to secure and maintain the Liquor License would have a material adverse effect on the operations of the Property.

Additionally, businesses that sell alcohol to the public are subject to "dram shop" statutes in certain states, including the State of Illinois, where the Property is located. These statutes generally provide a person injured by an intoxicated person the right to recover damages from a business that wrongfully served alcoholic beverages to the intoxicated individual. Litigation against a business under a dram shop statute may result in significant judgments and settlements. Because these cases often seek punitive damages, which may not be covered by insurance, such litigation could have an adverse impact on the business, results of operations or financial condition of the Property. Regardless of whether any such claims are valid, claims may be expensive to defend and may divert time and money away from operations and hurt the financial performance of the Property. Also, adverse publicity resulting from these allegations may materially affect the Property.

The financial performance of the Property is dependent upon the Residents.

The financial performance of the Property, and in turn the ability of the Master Tenant to meet its obligations under the Master Lease, depends on the performance of the Residents and their payment of rent under their respective Residential Leases. If a large number of Residents default or become unable to make rental payments when due, decide not to renew their Residential Leases or decide to terminate their Residential Leases, this could result in a significant reduction in rental revenues, which could require the Trust or the Springing LLC (or the Investors, if the Property is converted to a TIC Arrangement (as defined herein)) to contribute additional capital.

In addition, the costs and time involved in enforcing rights under a Residential Lease with a Resident, including eviction and re-leasing costs, may be substantial and could be greater than the value of such Residential Lease. There can be no assurance that the Master Tenant, the Asset Manager, or the Springing LLC will be able to successfully pursue and collect from defaulting Residents or re-let the premises to new Residents without incurring substantial costs, if at all.

The ability of the Master Tenant or the Springing LLC (or the Investors, if the Property is converted to a TIC Arrangement) to retain current Residents, and the ability of the Master Tenant or the Springing LLC (or the Investors, if the Property is converted to a TIC Arrangement) to attract new Residents, if necessary, and for the Master Tenant or the Springing LLC (or the Investors, if the Property is converted to a TIC Arrangement) to increase rental rates as necessary, will depend on factors both within and beyond the control of the Master Tenant, the Asset Manager, and the Springing LLC (or the Investors, if the Property is converted to a TIC Arrangement). These factors include changing demographic trends and traffic patterns, the availability and rental rates of competing residential space, general and local economic conditions, and the financial viability of the Residents. The loss of Residents and the inability to maintain favorable rental rates would adversely affect the viability of the Trust and the value of the Property. Although insurance has been obtained with respect to the Property to cover casualty losses and general liability and business interruption, no other insurance will be available to cover losses from ongoing operations. The occurrence of a casualty resulting in damage to the Property could decrease or interrupt the payment of Residents' rent at the Property. In the event of an adverse effect on the income of the Trust, the Trust is not permitted to obtain additional funds through additional borrowings or additional capital and could be required to effect a Transfer Distribution. If, after a Transfer Distribution, additional funds are not available from any source, the Springing LLC (or the Investors, if the Property is converted to a TIC Arrangement) would be forced to dispose of the Property on terms that may not be favorable to the Investors. A Transfer Distribution may have adverse tax consequences for the Investors. See "*Federal Income Tax Consequences.*"

Increased competition and increased affordability of senior living communities could limit the Master Tenant's ability to retain Residents, lease Units or increase or maintain rents.

The senior living sector is highly competitive. The Trust expects to face competition from many sources, including both in the immediate vicinity and in the geographic market where the Property is located. These competitors may have greater experience and financial resources than the Trust and the Master Tenant, giving them an advantage in attracting residents to their properties. For example, competitors may be willing to offer Units at rental rates below the rental rates at the Property, causing the Master Tenant to lose existing or potential Residents and pressuring the Master Tenant to reduce rental rates to retain existing Residents or convince new Residents to lease space at the Property. In the event that the Master Tenant is unable to pay Rent or satisfy its obligations under its Master Lease, the Trust may experience loss of income.

The operation of the Property depends, in part, on the availability of public utilities and services, especially for water and electric power. Any reduction, interruption or cancellation of these services may adversely affect the Trust and the Master Tenant.

Public utilities, especially those that provide water and electric power, are fundamental for the sound operation of the Property. The delayed delivery or any material reduction or prolonged interruption of these services could allow the Residents to terminate their leases or result in an increase in the Master Tenant's costs, as it may be forced to use backup generators.

An increase in real estate taxes may affect the operating results of the Property and the Trust.

The projected income from the Property is based on certain assumptions, including an increase in real estate taxes. However, from time to time the real estate taxes may increase further as property values or assessment rates change or for other reasons deemed relevant by the assessors. Real estate taxes may increase even if the value of the Property declines. An increase in the assessed valuation of the Property for real estate tax purposes will result in an increase in the related real estate taxes on the Property. In the event that the actual Uncontrollable Costs (which include real estate taxes and similar impositions, insurance costs, utility costs and the cost of snow removal) for any calendar year for the Property exceed the Projected Uncontrollable Costs for such year for the Property, then the Master Tenant will be responsible for payment of such excess amount, but will be entitled to reimbursement of such excess amount by offsetting such amount against Additional Rent and, if necessary, Supplemental Rent. These reimbursements could adversely affect the financial condition and operating results of the Trust. See “*Summary of the Leases – Master Lease – Rent.*”

The purchase price of the Interests includes fees and other charges.

IPC increased the aggregate purchase price of the Interests above the acquisition cost of the Property to cover selling commissions, transfer taxes, legal and accounting expenses and other costs associated with the acquisition and the Offering. See “*Estimated Use of Proceeds.*” These additional costs will cause the cost of your investment in an Interest to exceed the *pro rata* share of the market value of the Property. In order to make a profit on a sale of the Property or any Interest, the Investors will need to receive sufficient proceeds to recover the added acquisition costs included in the original purchase price, as well as: (1) the costs associated with their own attorneys and tax advisors; and (2) any costs related to the disposition of the Property or Interest.

The Trust is depending on the Master Tenant for the operation, repair and maintenance of the Property.

The Master Lease requires the Master Tenant to be responsible for the operation, repair, maintenance and management obligations of the Property. The Master Lease requires the Trust to be responsible for the following Capital Expenditures: (1) repairs and replacements of the structure, foundation, roof, exterior walls, the parking lot and improvements to the Property to meet the needs of the Property Tenants; (2) leasing commissions; (3) certain Hazardous Substances Costs (as such term is defined in the Master Lease); (4) any repairs identified in the Assessment, or similar engineering reports, performed in connection with the acquisition of the Property related to the structure, foundation, roof, exterior walls, the parking lot and improvements to the Property; (5) any Insurance Deductible (as such term is defined in the Master Lease); (6) construction of new signage and/or repair and replacement of existing signage to the extent such signage is of a type and nature that it is affixed to the Property and/or the land as a fixture; (7) costs arising with respect to extraordinary measures taken to conserve and protect the Property in the context of any pandemic, including but not limited to the novel coronavirus which causes the disease now known as COVID-19; and (8) other improvements to the Property that would be considered capital expenditures under IPC’s capitalization policy as related to the structure, foundation, roof, exterior walls, the parking lot and improvements to the Property. The Trust is not required to pay any Capital Expenditures which: (a) arise due to the negligence or willful misconduct of the Master Tenant; (b) arise from certain hazardous substances on or about the Property after the commencement of the Master Lease; or (c) would otherwise constitute a “prohibited action” under the Trust Agreement for so long as the Trust is a DST. The Trust will not otherwise be required to provide any services, facilities, repairs or alterations to the Property. If the Master Tenant is not successful in the operation, repair, maintenance and management of the Property, then an Investor’s Interest may be adversely impacted, and the Investor may not achieve the expected return, if any, on its Interest.

The Reserve Account may not be sufficient to cover capital expenses at the Property and the Master Tenant may not be able to cover any excess costs.

Pursuant to the Master Lease, the Trust has established the Reserve Account to make funds available for Capital Expenditures and unanticipated costs in relation to the Property. The Trust will make an initial contribution to the Reserve Account from the proceeds of the Offering, in the amount of \$4,781,000. The Master Tenant, on behalf of the Trust, will make an annual reserve contribution to the Reserve Account from Supplemental Rent, to the extent available, up to a maximum amount of \$312,000 per calendar year, determined on an annualized basis. At the end of any calendar year, if the balance in the Reserve Account is less than the Reserve Minimum Balance of \$100,000, the Trust will be required to make a contribution to the Reserve Account so that the Reserve Account contains at least an amount equal to the Reserve Minimum Balance (and if such contribution is not made, the Master Tenant may withhold

Additional Rent and Supplemental Rent until the Reserve Account contains at least an amount equal to the Reserve Minimum Balance). Any interest earned on the funds in the Reserve Account will be retained as additional reserves. Any amount remaining in the Reserve Account upon the sale of the Property will be distributed to the Investors based on their respective pro rata Interests. Pursuant to the terms of the Master Lease, the dollar amounts of the annual reserve contribution and the Reserve Minimum Balance may be reduced (but not increased) by the Master Tenant in its sole discretion. See “*Summary of the Leases – Master Lease – Rent*” and “*Summary of the Leases – Master Lease – Reserve Account*.”

The Reserve Account will fund Capital Expenditures and unanticipated costs throughout the life of the investment. In the event that additional reserves are needed, the Asset Manager may withhold distributions from the Trust to the Investors, thereby reducing projected returns. See “*Summary of the Offering – Reserve Account*.” Under the Master Lease, the Master Tenant is responsible for the remainder of the repair costs. Nevertheless, if the Master Tenant fails to make necessary repairs and capital expenditures, the Property could fall into disrepair or if the Master Tenant fails to compensate any workmen, the Property could become subject to liens that the Trust would be obligated to pay. Any such failure by the Master Tenant may require a Transfer Distribution to occur. If after a Transfer Distribution, additional funds are not available from any source, the Springing LLC would be forced to dispose of the Property on terms that may not be favorable to the Investors. In addition, a Transfer Distribution may have adverse tax consequences for the Investors. See “*Federal Income Tax Consequences*.”

The Trust has limited recourse against the Seller.

The Trust has acquired and leased the Property on an “as is” and “where is” basis and “with all faults,” subject to certain representations and warranties, but without any warranties of merchantability or fitness for a particular use or purpose. The purchase agreement for the Property (the “PSA”) limits the Seller’s liability to the Trust. Specifically, the PSA provides that the representations, warranties and covenants of the Seller contained in the PSA will survive the closing of the Trust’s acquisition of the Property until the date that is nine months after the closing date (the “**Outside Survival Date**”); provided, however, the Trust may not maintain an action for the Seller’s breach of any representations, warranties and covenants set forth in the PSA or any other documents or instruments executed by the Seller and delivered at the closing unless (1) the Trust gives the Seller written notice of such breach not later than the Outside Survival Date, and (2) the Trust commences an action against the Seller for such breach not later than the date which is three months after the Outside Survival Date. Additionally, the Seller will not have any liability for any breach of the Seller’s representations, warranties or covenants set forth in the PSA unless (a) the aggregate amount of damages incurred by the Trust for such breach exceeds \$50,000 and (b) the total liability of the Seller with respect to any and all misrepresentations, breaches and defaults by the Seller will not exceed \$1,000,000 in the aggregate (the “**Cap Amount**”). Therefore, the Trust will have limited recourse against the Seller in the event of a misrepresentation, breach or default by the Seller under the PSA or any other documents or instruments executed by the Seller and delivered at the closing.

In order to secure and facilitate the payment of any successful claims against the Seller, at the closing, the Seller deposited with the Escrow Agent (as defined herein) \$1,000,000 (the Cap Amount). See “*Acquisition of the Property – Seller Arrangements and Agreements – Liability Holdback Escrow Agreement*” for additional information.

Compliance with various laws could affect the operation of the Property.

Various federal, state and local regulations, such as fire and safety requirements, zoning, environmental regulations, the Americans with Disabilities Act of 1990, non-discrimination and equal housing laws, land use restrictions and taxes affect the Property. If the Property does not comply with these requirements, the Trust may incur governmental fines or private damage awards. New, or amendments to existing, laws, rules, regulations or ordinances could require significant unanticipated expenditures or impose restrictions on the development, construction or sale of the Property. These laws, rules, regulations or ordinances may adversely affect the ability of the Trust to operate or sell the Property.

According to the Fire Life Safety Analysis conducted by BV (as defined herein), which is included in the Assessment, the memory care portions of the Building were constructed in accordance with the Group I-1 classification under the 2012 International Building Code, which classification was accepted by the Illinois Department of Public Health in connection with the licensing of the facility. In BV’s opinion, based on current International Building Code, the memory care portions of the Building should be designated as Group I-2 and any building modifications, permit renewals, changes in resident demographics, or other alterations to the operational or

physical parameters of the Building could result in a reclassification of the memory care portion of the Building from Group I-1 to Group I-2. In the event of such a change in designation, the memory care portions of the Building would not comply with the design requirements in the current International Building Code and modifications may be required to the memory care portions of the Building. Anticipated costs related to such modifications are included in the Assessment's estimated cost of repairs. See "*The Property – Physical Condition of the Property*" for additional information.

A cybersecurity incident and other technology disruptions could negatively impact the Trust's business and the Master Tenant's relationship with the Residents.

The Trust and the Master Tenant use computers in substantially all aspects of their business operations. The Property Manager also may use mobile devices, social networking and other online activities to connect with the Residents. Such uses give rise to cybersecurity risks, including security breach, espionage, system disruption, theft and inadvertent release of information. The businesses of the Trust, the Master Tenant and the Property Manager involve the storage and transmission of numerous classes of sensitive and/or confidential information and intellectual property, including Residents' personal information. If the Trust, the Master Tenant or the Property Manager fail to assess and identify cybersecurity risks associated with their operations, they may become increasingly vulnerable to such risks. Additionally, any measures already implemented to prevent security breaches and cyber incidents may not be effective. The theft, destruction, loss, misappropriation or release of sensitive and/or confidential information or intellectual property or interference with the information technology systems of the Trust and the Master Tenant, or the technology systems of third-parties on which the Trust and the Master Tenant rely (including those of the Property Manager), could result in business disruption, negative publicity, brand damage, violation of privacy laws, loss of Residents, potential liability and competitive disadvantage, any of which could result in a material adverse effect on the Trust's financial condition or results of operations.

Uninsured losses may adversely affect returns.

Under the Master Lease, the Master Tenant is required to maintain all risk builder's insurance during any periods of alterations, comprehensive general liability, and such other types of insurance as set forth in the Master Lease, as well as any other insurance required by the Trust in accordance with the terms of the Master Lease. See "*Summary of the Leases – Master Lease – Insurance.*" However, particular risks that are currently insurable may not continue to be insurable on an economical basis, or current levels of coverage may not continue to be available. Subject to certain carve-outs as set forth in the Master Lease, the Master Tenant, at its sole cost and expense, will be required to restore the Property in the event of a casualty regardless of whether insurance proceeds are sufficient for such purposes. Similarly, in the event of a taking of less than the entire Property and the Master Lease is not terminated in accordance with the terms thereof, the Master Tenant, at its sole cost and expense, will be required to restore the Property, and will have the right to utilize any condemnation award received in an amount equal to the cost of the restoration. In the event the cost of the restoration exceeds any award, the Master Tenant will be required to pay for any deficiency. In the event the Master Lease is terminated as a result of a condemnation, there can be no assurance any condemnation award received will be equal to the value of the real estate taken.

The Trust will not guarantee the condition of, or title to, the Property.

The Trust will not make any warranties or representations to the Investors regarding the condition of the Property. A prospective Investor is investing in the Property in an "as is" condition, on a "where is" basis and "with all faults," without any warranties of merchantability or fitness for a particular use or purpose. In addition, the Subscription Agreement contains only limited warranties, representations and indemnifications that will only survive for a limited period after the closing. See "*Summary of the Subscription Agreement.*" Therefore, the Investors will have limited recourse against the Trust.

In addition, the Property is subject to various matters affecting title, including, but not limited to, zoning ordinances, building codes and matters set forth on the pro forma owner's title insurance policy and survey, which policy and survey are available in the Digital Investor Kit. Other matters may include, for example, easements, declarations, restrictions and other limitations on the right of the Trust to construct, develop and use the Property. See "*The Property – Agreements Affecting the Property*" for additional discussion. In addition, other issues that are not disclosed by the policy or the survey may affect title. In connection with the acquisition of the Property, the Signatory Trustee, on behalf of the Trust, obtained title insurance; however, the title is insured only in an amount equal to the purchase price of the Property and not the full amount of the total acquisition cost (\$72,593,909). In the event that a

known or new matter arises with respect to the Property, however, there is no guarantee that the title insurance will sufficiently protect the Trust against all title issues affecting the Property, that the title company will pay any claim, that the title insurance is sufficient to cover any damages, or that the Trust will not incur costs in making a title insurance claim.

The existence of any environmental issues with the Property may adversely affect the Trust.

Federal, state and local laws may impose liability on a landowner for releases of or the presence on the premises of hazardous substances and petroleum, without regard to fault or knowledge of the presence of such substances. A landowner may be held liable for the presence of hazardous substances and petroleum that occurred before it acquired title to, and/or that occur during ownership of a property, even if the conditions are not discovered until after it sells the property. If hazardous substances or petroleum are found at any time on the Property, the Trust may be found to be responsible for all or a portion of cleanup costs, fines, penalties and other costs regardless of whether the Trust owned the Property when the releases occurred or such substances were discovered. Under the Federal Comprehensive Environmental Response, Compensation, and Liability Act (“**CERCLA**”) (which does not apply to petroleum contamination), as well as other federal and state environmental laws (many of which do apply to petroleum products), a purchaser of property may qualify for affirmative defenses to, and exemptions from liability. One of the factors often critical to the defense is obtaining, within 180 days before acquiring the property, a Phase I Environmental Site Assessment (a “**Phase I**”) that qualifies as “All Appropriate Inquiry.”

A current Phase I, dated January 15, 2026, has been obtained for the Property, which was performed by TRC Environmental Corporation (“**TRC**”) in compliance with the standards of ASTM Practice E1527-21, which the United States Environmental Protection Agency (“**USEPA**”) and many states have recognized as adequate to demonstrate compliance with “All Appropriate Inquiry.”

The objective of the Phase I was to identify any Recognized Environmental Conditions (“**RECs**”), Controlled RECs (“**Controlled RECs**”) Historical RECs (“**Historical RECs**”), *de minimis* conditions (“*de minimis conditions*”), and/or Business Environmental Risks (“**BERs**”), as defined by ASTM E1527-21, in connection with the Property. A REC refers to “the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.” A Controlled REC refers to a REC “affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls (for example, activity and use limitations or other property use limitations).” A Historical REC refers to “a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations).” A Historical REC is not a recognized environmental condition. *De minimis* conditions refer to “a condition related to a release that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.” *De minimis* conditions are not RECs or Controlled RECs. A BER refers to “a risk that can have a material environmental or environmentally-driven impact on the business associated with the current or planned use of a property; consideration of BERs may involve one or more non-scope considerations. Non-scope considerations are items outside the scope of a Phase I under ASTM E1527-21.

A Phase I does not involve any invasive testing. A Phase I is limited to a physical walk through or inspection of a property and a review of the related governmental records. Consequently, there are no assurances that any actual environmental problems with or conditions on the Property would be exposed by a Phase I. In the event that environmental contamination consisting of hazardous substances or petroleum existed with respect to the Property when the Trust acquired the Property, but which was not disclosed in the Phase I for the Property, and the contamination is subsequently discovered on the Property, the Trust may be able to avail itself of the defenses to, and the exemptions from, liability that are available under CERCLA and other federal and state laws, since the Trust acquired the Property within 180 days of the completion date of the required components of the Phase I and otherwise satisfied the conditions of All Appropriate Inquiry.

It is possible that an environmental claim may be raised in such a manner that the claim could become enforceable against the Trust. The existence of any environmental issues with the Property may make it more difficult and more expensive, and perhaps impossible, to sell the Property. If losses arise from environmental matters, the financial viability of the Property may be substantially affected. In an extreme case, the Property may be rendered worthless, or the Trust may be required to pay cleanup and other costs in excess of the value of the Property.

The Phase I for the Property did not identify any evidence of RECs, Controlled RECs or Historical RECs.

TRC conducted short-term radon testing as a non-scope screening and all measured concentrations were below the USEPA recommended action level of 4.0 pCi/L.

The Phase I did not recommend any further investigation.

The Property may contain or develop harmful mold, which could lead to liability for adverse health effects and costs of remediating the problem.

The presence of mold at the Property could require the Trust to undertake costly programs to remediate, contain or remove the mold. Mold growth may occur when moisture accumulates in buildings or on building materials. Some molds may produce airborne toxins or irritants. Concern about indoor exposure to mold has been increasing because exposure to mold may cause a variety of adverse health effects and symptoms, including allergic or other reactions. The presence of mold at the Property could expose the Trust to liability to the Residents and others if property damage or health concerns arise. Although mold is beyond the required scope of a Phase I, the Phase I for the Property considered mold as part of a non-scope consideration. The Phase I did not identify any obvious evidence of water intrusion or visual suspect microbial growth at the Property. The mold evaluation was based on observation only. No sampling or assessment of inaccessible areas was performed.

Terrorist attacks and other acts of violence or war may affect the Trust's operations and profitability.

Any terrorist attack, other act of violence or war, including armed conflicts, could result in increased volatility in, or damage to, the United States and worldwide financial markets and economy. Increased economic volatility could adversely affect the Residents' ability to pay their rent, which could affect the ability of the Property to generate operating income and, therefore, the Trust's ability to pay distributions.

The Investors could suffer adverse consequences from the exercise of rights of the Bridge Lender in respect of the Bridge Loan that was made to IPC in connection with the acquisition of the Property.

In connection with funding the purchase price of the Property, IPC obtained the Bridge Loan in the amount of \$35,587,200 from the Bridge Lender. The Bridge Loan is structured as an advance from a line of credit from the Bridge Lender to IPC. See "Acquisition of the Property – Bridge Loan" for additional discussion regarding the terms of the Bridge Loan.

The Property is not, and will not be, encumbered with any permanent debt. Security for the Bridge Loan consists of a Negative Pledge Agreement entered into by IPC and the Signatory Trustee which prohibits the recordation of any lien or encumbrance against the Property (consistent with the restrictions set forth in the Trust Agreement) until the Bridge Loan is repaid in full. In addition, if IPC defaults under the Bridge Loan, the Trust will be required to record a mortgage against the Property. Accordingly, the Investors could suffer adverse consequences from the exercise of rights of the Bridge Lender with respect to the Bridge Loan.

Risks Related to the Master Lease and the Management of the Property

The Master Tenant has limited capital.

The capitalization of the Master Tenant consists solely of the Demand Note in favor of the Master Tenant from IPC, and IPC is under no obligation to contribute capital to the Master Tenant other than the amount of the Demand Note. If the Master Tenant needs funds to pay the Rent under the Master Lease or satisfy its other obligations under the Master Lease, it will need to call upon IPC to contribute the amount of the Demand Note. However, no assurance can be given that the amount of the Demand Note will be sufficient to enable the Master Tenant to pay Rent or to fund its obligations under the Master Lease, or that IPC will be able to fund the Demand Note if called upon by

the Master Tenant to do so. If the Master Tenant is unable to pay Rent or satisfy its obligations under the Master Lease, the Master Tenant would be in default under the Master Lease and the Trust would likely terminate the Master Lease. In such event, the Trust (or the Springing LLC, if applicable) may not be able to enter into a master lease for the Property on terms similar to the Master Lease.

IPC may not be able to fund the Demand Note.

IPC has capitalized the Master Tenant with the Demand Note. IPC has additionally capitalized other master tenants in a like manner in connection with other sponsored offerings. IPC has in the past, and anticipates that it will in the future, through affiliates, master lease additional properties in transactions structured similarly to this Offering. Although IPC has met all demand note funding obligations in the past, there can be no assurance that IPC will be able to satisfy the Demand Note to the Master Tenant. In the event the Master Tenant is unable to pay Rent or satisfy its obligations under the Master Lease, the Trust may experience loss of income.

The Master Tenant is an affiliate of IPC and may face certain conflicts of interest in its roles as master tenant and as borrower under the Demand Note.

If the Master Tenant needs funds to pay its Rent under the Master Lease or satisfy its other obligations under the Master Lease or the Property Management Agreement, it may need to call upon IPC to contribute the amount of the Demand Note. However, the Master Tenant is an affiliate of IPC and may face certain conflicts of interest in its roles as master tenant and as borrower under the Demand Note, and neither the Master Lease nor the Demand Note was negotiated at arm's length. See also "*Conflicts of Interest – The Trust does not have arm's-length agreements with the Asset Manager or the Master Tenant*" and "*Conflicts of Interest – The landlord-tenant relationship may lead to a conflict of interest between the Signatory Trustee and the Master Tenant*" for further discussion.

Specifically, there are no provisions preventing the Master Tenant from canceling the Demand Note. If the Property is generating insufficient income and the Master Tenant decides to cancel its Demand Note, the Master Tenant could be unable to pay its Rent or satisfy its obligations under the Master Lease, resulting in a default under the Master Lease and the likely termination of the Master Lease. In such event, the Trust (or a Springing LLC, if applicable) may not be able to enter into a master lease for the Property on terms similar to the Master Lease. However, as long as the Demand Note remains in effect, the entire balance of the Demand Note will be due and payable to the Master Tenant in the event that the "Operating Coverage Ratio," defined as the ratio between Gross Income and the Additional Rent Breakpoint, calculated as of the last business day of each calendar year, is less than 1.10.

The Master Tenant is a newly formed entity.

The Master Tenant is a newly formed entity and has no operating history. Although the Property is managed by the Property Manager, which has experience in managing other similar properties, no assurances can be given that the Property will be operated properly or successfully. In addition, no person or entity will guarantee payment of the Rent or the performance of the obligations of the Master Tenant under the Master Lease. A significant financial problem with the Property could adversely affect the Master Tenant's ability to satisfy its financial obligations under the Master Lease. Under the Master Lease, the Master Tenant is obligated to pay the Rent and the operating expenditures of the Property (see "*Summary of the Leases – Master Lease – Rent*") regardless of whether the Property is profitable. If the Property is performing poorly, for whatever reason, the Master Tenant may not be able to pay the Rent. Furthermore, if the Master Tenant is unable to pay the operating expenditures with respect to the Property, the Property may fall into disrepair, or in the event of a failure to pay property or real estate taxes or assessments, may be subject to foreclosure or seizure by the taxing authority. Such inability to act could require the Signatory Trustee to cause a Transfer Distribution to a Springing LLC in order to address these deficiencies.

Bankruptcy of the Master Tenant would adversely affect the Trust.

If a bankruptcy or similar insolvency proceeding were initiated with respect to the Master Tenant, the Trust would be adversely affected. For example, a bankruptcy trustee appointed for the Master Tenant might attempt to reject one or more Residential Leases. Further, as a result of the automatic stay provided for under the applicable bankruptcy laws, the Trust might not be able to enforce the Master Tenant's obligations under the Master Lease or reach rental payments being made by the Residents to the Master Tenant, which could negatively impact the Trust's ability to receive rent with respect to the Property.

There is no assurance that the Base Rent, Additional Rent, or Supplemental Rent will be paid.

There can be no assurance that payments of Base Rent, Additional Rent, or Supplemental Rent will be made as such payments are contingent upon the successful operation of the Property. See “*Risk Factors – Risks Related to the Property.*”

The Trust relies on the Asset Manager to manage its assets and day-to-day operations.

The Trust has entered into the Asset Management Agreement with the Asset Manager. In its capacity as the asset manager, the Asset Manager is responsible for managing the Trust’s day-to-day operations, including, but not limited to: reviewing all performance and financial information related to the Property; conducting relations with, and supervising services performed by, lenders, consultants, accountants, brokers, third-party asset managers, attorneys, underwriters, appraisers, insurers, corporate fiduciaries, banks, builders and developers, sellers and buyers of assets, among others; providing loan payment services in connection with any loan; preparing financial reports for any lender; managing the Reserve Account; providing bookkeeping and accounting services and maintaining the Trust’s books and records; administering monthly cash distributions to the Investors; communicating with Investors, brokers, dealers, financial advisors and custodians; and undertaking and performing all services or other activities necessary and proper to carry out the Trust’s investment objectives, including providing secretarial, clerical and administrative assistance for the Trust. As a result, a prospective Investor should not purchase the Interests unless the prospective Investor is willing to entrust all the aspects of the assets and finances of the Property to the Asset Manager. If the Asset Manager fails to properly manage the assets or finances or other aspects of the Property, then an Investor’s investment may be adversely impacted, and the Investor may not achieve the expected return, if any, on its Interest.

The Master Tenant relies on the Property Manager, a third party unaffiliated with IPC, to manage the Property.

The Property Manager manages the Property pursuant to the Property Management Agreement between the Master Tenant and the Property Manager. The Property Management Agreement has an Initial Term of seven years, which commenced on February 25, 2026 and will expire on February 24, 2033, and will automatically renew for successive one-year periods thereafter. During the term of the Property Management Agreement, the Property Manager has the exclusive right to manage and operate the Property. If the Property Manager is not successful in operating and managing the Property, then an Investor’s Interest may be adversely impacted, and the Investor may not achieve the expected return, if any, on its Interest.

IPC, the Asset Manager and the Master Tenant are subject to various conflicts of interest.

IPC, the Asset Manager, the Master Tenant and their affiliates are subject to conflicts of interest between their activities, roles and duties for other entities and the activities, roles and duties they have assumed on behalf of the Trust. Conflicts exist in allocating management time, services and functions between their current and future activities and the Trust. None of the management arrangements or agreements between or with such entities is the result of arm’s-length negotiations. See “*Conflicts of Interest*” for additional discussion.

The Property Manager is subject to additional conflicts of interest.

The Property Manager, a third party unrelated to the Trust, the Master Tenant, the Asset Manager, and IPC, is subject to conflicts of interest among its activities, roles and duties for other entities and the activities, roles and duties it has assumed on behalf of the Master Tenant. Conflicts exist in allocating management time, services and functions between its current and future activities and the Master Tenant.

The Property Manager and/or its affiliates may now or in the future own or manage senior living properties in the vicinity of the Property. The Property Manager could direct Residents away from renewing their Residential Leases and toward leasing residential units at such other properties; provided, however, the Property Management Agreement requires the Property Manager to operate the Property in the same manner as is customary and usual in the operation of comparable senior living properties operated or owned by the Property Manager (which include assisted living and memory care facilities). See “*Property Management*” for additional discussion.

It would be costly to terminate and replace the Property Manager.

If the Property Management Agreement is terminated by the Master Tenant without cause during the Initial Term, the Master Tenant will be required to pay the Property Manager the PM Termination Fee equal to (1) if the effective date of the termination is within 36 months of the PMA Effective Date, 12 times the Base Management Fee; (2) if the effective date of the termination is between 37 and 60 months following the PMA Effective Date, six times the Base Management Fee; or (3) if the effective date of the termination is between 61 and 84 months following the PMA Effective Date, three times the Base Management Fee.

Additionally, in the event that the Master Tenant determines to terminate the Property Management Agreement, the Master Tenant would need to identify a qualified replacement manager and incur the re-branding costs associated with the new property manager and brand.

Actual results may differ from those forecasted in this Memorandum.

The anticipated results of operations set forth in this Memorandum, and in Exhibit D, the *Forecasted Statement of Cash Flows*, are based upon current estimates of income and expenses relating to the operation of the Property. Any return to the Investors on their investment will depend on the ability of the Asset Manager, the Property Manager and the Master Tenant to operate the Property profitably and ultimately sell the Property at a profit, which, in turn, will depend upon economic factors and conditions beyond their control. A variety of factors, including, without limitation, any of the following, may cause actual results to differ:

- (1) actual rental income could be below projected rental income;
- (2) actual expenses may exceed projected expenses;
- (3) Capital Expenditures and unanticipated costs may exceed the amount placed in the Reserve Account; or
- (4) rent may be collected later than projected, due to failure of the Master Tenant or any Residents to make such payments when due.

Therefore, the actual results achieved during the life of the ownership of the Property may vary from those anticipated, and the variation may be material. As a result, the rate of return to Investors may be lower than that projected.

The Signatory Trustee may, in its sole discretion, pursue an exit strategy involving a Section 721 Contribution; any Investors choosing to receive OP Units in such transaction would not be able to engage in a subsequent exchange.

When evaluating the Trust's potential exit strategies with respect to the Property, the Signatory Trustee may consider both a sale of the Property for cash consideration or a contribution of the Property to an operating partnership of a REIT in exchange for OP Units in a transaction structured as a Section 721 Contribution. See "*Frequently Asked Questions – What types of exit strategies will the Signatory Trustee consider with respect to the Property?*" for additional discussion.

As set forth in the Trust Agreement, and provided that there are no material changes in the current availability of Section 1031 Exchanges under tax law, in the event the Signatory Trustee were to dispose of the Property pursuant to an exit strategy consisting of a Section 721 Contribution, it would provide the Investors with the option of receiving either cash consideration or OP Units with an aggregate value equal to the then-fair market value of such Investor's Interests as of the date of the Section 721 Contribution. If an Investor were to elect to receive OP Units in a transaction structured as a Section 721 Contribution, such Investor would not be able to engage in a subsequent, individual Section 1031 Exchange.

The Signatory Trustee may pursue an exit strategy involving a Section 721 Contribution with an affiliate of IPC, which may involve certain conflicts of interest.

In the event the Signatory Trustee were to consider disposing of the Property pursuant to an exit strategy consisting of a Section 721 Contribution, the Signatory Trustee could consider a contribution of the Property to IPC Alternative Real Estate Operating Partnership, LP (the "**ALT Operating Partnership**"), the entity through which IPC Alternative Real Estate Income Trust, Inc., a Maryland corporation ("**ALT REIT**"), its general partner, conducts

substantially all of its business and owns, indirectly, substantially all of its assets, or another Inland Investments-sponsored program. ALT REIT utilizes an umbrella partnership REIT (“UPREIT”) structure whereby substantially all of ALT REIT’s assets are owned through the ALT Operating Partnership. ALT REIT is externally managed by an affiliate of IPC. ALT REIT, through the ALT Operating Partnership, intends to invest in a diversified portfolio of stabilized, income-generating commercial real estate across alternative property types, with a non-exclusive focus on self-storage facilities, student housing properties and healthcare-related properties (including senior living properties). As of September 30, 2025 and December 31, 2024, the ALT Operating Partnership had total assets of \$436.3 million and \$453.0 million, respectively. As of both September 30, 2025 and December 31, 2024, the Operating Partnership owned 30 medical outpatient properties totaling 746,601 square feet, four self-storage properties totaling 250,755 square feet and one student housing property with 406 student housing beds.

There is no public trading market for the ownership interests in the ALT Operating Partnership (the “ALT OP Units”), therefore if an Investor received ALT OP Units in connection with such a transaction, a redemption of ALT OP Units would likely be the only way to dispose of such ALT OP Units. Redemptions of ALT OP Units are subject to the limitations set forth in the ALT Operating Partnership’s limited partnership agreement and include a requirement to hold such ALT OP Units for a minimum of two years (or such shorter period as consented to by ALT REIT in its sole discretion) before requesting redemption.

The Signatory Trustee and the advisor to ALT REIT and the ALT Operating Partnership are both affiliates of IPC and its parent corporation, Inland Investments. Inland Investments and its affiliates have legal and financial obligations with respect to other programs managed or sponsored by them, which may include obligations to ALT REIT and the ALT Operating Partnership. As a result of these conflicts, the interests of the Signatory Trustee in determining an exit strategy for the Trust may not be aligned with the interests of the Investors.

Investors may not recover all or any portion of their investment in a sale of the Property.

Any proceeds realized from the sale of the Property will be distributed to the Investors in accordance with their respective Interests, but only after payment of any loan then outstanding on the Property (and any other loans), expenses of the transaction, including broker’s fees and Disposition Fees to the applicable parties and satisfaction of the claims of other third-party creditors. Since the Asset Manager will have the exclusive right to retain the listing broker, this may prevent the Investors from retaining their own listing broker. The ability of an Investor to recover all or any portion of his, her or its investment through a sale will therefore depend on the amount of net proceeds realized from such sale and the amount of claims to be satisfied therefrom. There can be no assurance that the Investors will receive any proceeds from the sale of the Property.

Risks Related to the Offering

There is no public market for the Interests.

An Investor will be required to represent that he, she or it is acquiring the Interests for investment purposes and not with a view to distribution or resale, and he, she or it can bear the economic risk of investment in the Property for an indefinite period of time. The Interests are being offered and sold pursuant to exemptions from the registration provisions of federal and state law. Accordingly, the Interests will be subject to restrictions on transfer. Even if these transfer restrictions expire or are not applicable to a particular Investor, there is no public market for the Interests, and neither IPC nor the Trust will take any steps to develop a market. Investors should expect to hold their Interests for a significant period of time.

The Interests are not registered with the SEC or any state securities commission.

The Interests have not been, and will not be, registered with the SEC or any state securities commission. The Interests are being offered in reliance upon an exemption from the registration provisions of the Securities Act and state securities laws applicable only to offers and sales to a prospective Investor meeting the suitability requirements set forth herein. Since the Offering is a nonpublic offering and, as such, is not registered under federal or state securities laws, a prospective Investor will not have the benefit of review or comment by the SEC or any state securities commission. The terms and conditions of the Offering may not comply with the guidelines and regulations established for real estate programs that are required to be registered and qualified with those agencies.

If the Trust fails to comply with the requirements of the exemptions related to the Interests, the Trust could suffer material adverse effects.

The Interests are being offered in reliance upon an exemption from the registration provisions of the Securities Act and state securities laws applicable only to offers and sales to a prospective Investor meeting the suitability requirements set forth herein. If the Trust should fail to comply with the requirements of such exemption, Investors may have the right, if they so desired, to rescind their purchase of an Interest. This might also occur under the applicable state securities laws and regulations in states where an Interest will be offered without registration or qualification pursuant to a private offering or other exemption. If this were the case and a number of Investors were successful in seeking rescission, the Trust would face severe financial demands that would adversely affect the Trust as a whole and, thus, the investment in Interests by the remaining Investors.

The Trust has agreed to indemnify the placement agent for the Offering and offering participants.

Inland Securities Corporation, an affiliate of Inland Investments, has agreed to serve as the exclusive placement agent for the Offering (“ISC” or the “**Placement Agent**”). Pursuant to the Placement Agent Agreement entered into by and between the Trust and the Placement Agent in connection with the Offering (the “**Placement Agent Agreement**”), and subject to the limitations set forth therein, the Trust has agreed to indemnify and hold harmless the Placement Agent, each offering participant and each person, if any, who controls the Placement Agent or any offering participant within the meaning of the Securities Act, against any and all loss, liability, claim, damage and expense whatsoever caused by (1) any untrue statement or alleged untrue statement of a material fact contained in this Memorandum, or any amendment or supplement thereto, or any sales literature or (2) the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If any parties seek indemnification by the Trust under the Placement Agent Agreement, the Trust would face financial demands that would adversely affect the Trust and, thus, the investment in Interests by the Investors.

Other programs sponsored by IPC have experienced material adverse developments.

The U.S. economy has experienced a significant amount of volatility in recent years, and certain of the IPC programs have experienced adverse business developments, including without limitation tenant bankruptcies, vacancies and rent reductions. As a result of these and other developments, certain of the IPC programs have not met the operational and distribution levels anticipated in the projections set forth in the private placement memoranda for those programs. The material adverse business developments experienced by the prior IPC programs are discussed in the notes following the tables set forth in “*Prior Performance of IPC Affiliates.*”

An Investment in the Interests is not a diversified investment.

An Investor will acquire an Interest in the Trust, the assets of which consist solely of the Property, subject to the Master Lease. Thus, an investment in the Interests is not diversified as to the type of asset, tenant mix or geographic location.

Investors may not realize a return on their investment for years, if at all.

An Investor may not realize a return on his, her or its investment and could lose the entire investment. For this reason, a prospective Investor should carefully read this Memorandum and should consult with his, her or its attorney, tax advisor, and business advisor prior to making the investment.

The Trust is not providing the prospective Investors with separate legal, accounting or business advice or representation.

The Trust, the Signatory Trustee and their respective affiliates are not represented by separate counsel. Further, the Trust’s and the Signatory Trustee’s counsel and accountants have not been retained, and will not be available, to provide legal counsel, tax advice or accounting advice to a prospective Investor.

The arrangements with ISC, as placement agent, were not negotiated at arm's length.

ISC is an affiliate of Inland Investments. The arrangements with ISC, including fees and expenses payable thereunder, were not negotiated at arm's length.

If all of the Interests are not sold, the Depositor or its affiliate will own the unsold Interests which could result in potential conflicts of interest.

There is no minimum amount of Offering proceeds that must be raised or minimum number of Investors required in connection with this Offering. Accordingly, if the Placement Agent is unable to sell all of the Interests, the Depositor will own any unsold Interests or may transfer unsold Interests to its affiliates. The ownership of the Interests by these entities involves certain risks that potential Investors should consider, including, but not limited to, the fact that there may be conflicts of interest between the objectives of the Investors and those of the Depositor and its affiliates, or, if the Offering is not fully subscribed, that a significant amount of the Interests will not have been acquired by disinterested investors after an assessment of the merits of the Offering.

IPC may enter into arrangements with, and pay compensation to, third-party firms that are affiliates of registered investment advisors, or "RIAs" that are not otherwise compensated out of gross Offering proceeds.

IPC may enter into real estate consulting or advisory agreements with third-party firms (each, a "Real Estate Consultant") that are affiliates of RIAs that have entered into agreements with the Placement Agent (each, an "RIA"), for the provision of real estate consulting services that relate exclusively to the acquisition or disposition of interests in real estate and not the offer or sale of any securities. Typically, in the event an Investor independently uses the services of an RIA or Real Estate Consultant and not a broker/dealer in connection with the purchase of Interests, no Selling Commissions or Dealer Fee will be payable to the RIA or Real Estate Consultant with respect to his, her or its purchase of those Interests, which will have the effect of increasing the amount of Interests purchased by the particular Investor.

However, if a client of the Real Estate Consultant invests in the Property for purposes of completing a Section 1031 Exchange, IPC may compensate the Real Estate Consultant based on a percentage of the total purchase price of the Property. In such cases, the Trust will retain a portion of the funds that would otherwise have been used to pay the Selling Commissions or Dealer Fee for such Investor (and which, in a typical situation, are retained by the Investor as described above) and will allocate them to IPC as an additional acquisition fee which will be used to reimburse IPC for its payment of real estate fees to any Real Estate Consultants. Accordingly, the allocation of such funds to the Real Estate Consultant will then again reduce a portion of the amount of Interests purchased by the particular Investor. Your Real Estate Consultant should not discuss the Trust or the Interests with you nor is it authorized to speak on behalf of IPC, its affiliates or the Trust. Investors should be aware that their Real Estate Consultant has entered into an agreement with IPC whereby it receives the above-described fee. IPC is in control of whether your Real Estate Consultant receives this fee and, as a result, your Real Estate Consultant has a conflict between your interests and those of IPC in this transaction. No Real Estate Consultant that is not otherwise registered with the SEC as a broker or investment adviser, is authorized to deliver to you any written documentation, including but not limited to this Memorandum, regarding the Trust or the Interests. Any such delivery is deemed null and void.

Tax Risks

There are substantial issues associated with the federal income tax aspects of a purchase of an Interest, especially if the purchase is part of a Section 1031 Exchange. The following risk factors summarize some of the tax risks to an Investor. A further discussion of the tax aspects (including other tax risks) of a purchase of an Interest is set forth under "Federal Income Tax Consequences." Because the tax aspects of the Offering are complex and certain of the tax consequences may differ depending on individual tax circumstances, each prospective Investor is strongly encouraged to consult with and rely on his, her or its own tax advisor about the tax aspects of the Offering in light of that Investor's individual situation. No representation or warranty of any kind is made with respect to the IRS's acceptance of the treatment of any item by an Investor.

THE DISCUSSION SET FORTH HEREIN IS NOT ADVICE INTENDED TO BE RELIED UPON AND USED, AND CANNOT BE USED BY ANY TAXPAYER, FOR THE PURPOSE OF AVOIDING ANY PENALTIES IMPOSED ON THE TAXPAYER. THIS SECTION WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS CONTEMPLATED BY AND DESCRIBED IN THIS

MEMORANDUM. EACH PROSPECTIVE INVESTOR SHOULD SEEK ADVICE BASED ON HIS, HER OR ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR CONCERNING THE INCOME AND OTHER TAX CONSEQUENCES OF PARTICIPATION IN THIS INVESTMENT.

Acquisition of the Interests may not qualify as a Section 1031 Exchange.

The Interests may not qualify under Section 1031 for tax-deferred exchange treatment and a portion of the proceeds from an Investor's sale of his, her or its Relinquished Property could constitute taxable "boot" (as defined herein). Whether any particular acquisition of Interests will qualify as a Section 1031 Exchange depends on the specific facts involved, including, without limitation, the nature and use of the Relinquished Property and the method of its disposition, the use of a qualified intermediary and a qualified exchange escrow and the lapse of time between the sale of the Relinquished Property and the identification and acquisition of the replacement property. Neither the Trust nor its affiliates or agents is examining or analyzing any prospective Investor's circumstances to determine whether it qualifies under Section 1031. Moreover, no opinion or assurance is being provided to the effect that any individual prospective Investor's transaction will qualify under Section 1031. Such examinations or analyses are the sole responsibility of each prospective Investor, who should consult with his, her or its own legal, tax, accounting and financial advisors before purchasing an Interest. If the factors surrounding a prospective Investor's disposition of the Relinquished Property and his, her or its acquisition of the Interests do not meet the requirements of Section 1031, the disposition of the Relinquished Property will be taxed as a sale and the IRS will assess interest and possibly penalties for failure to timely pay such taxes. See the Tax Opinion attached hereto as Exhibit C. Also, merely designating an Interest in connection with an Investor's tax-deferred exchange does not assure the Investor that there will be Interests available to purchase when the Investor executes the Subscription Agreement and actually causes his, her or its qualified intermediary to transfer funds to complete the purchase of the Interests.

On July 20, 2004, the IRS issued Revenue Ruling 2004-86, 2004-2 C.B. 191, which held that, assuming the other requirements of Section 1031 are satisfied, a taxpayer's exchange of real property for an Interest in the Delaware statutory trust described in the ruling (the "DST") satisfies the requirements of Section 1031. The IRS based its holding on the following conclusions: (1) the DST is treated as an entity separate from its owners (and not as a co-ownership or agency arrangement); (2) the DST is an "investment" trust and not a "business entity" for federal income tax purposes; (3) the DST is a "grantor trust" for federal income tax purposes, with the holders of interests in the DST treated as the grantors of the DST; and (4) the holders of interests in the DST are treated as directly owning interests in real property held by the DST. Because the holding of Revenue Ruling 2004-86 is based on certain factual assumptions regarding the DST, not all of which apply to the Trust, and because there are provisions in the Trust Agreement which are not mentioned in the limited facts laid out in the ruling, there can be no guarantee that the Interests will satisfy the requirements of Section 1031. For example, the facts in the ruling neither expressly permit nor prohibit: (a) conversion of the DST to a limited liability company; (b) the fact that the Signatory Trustee is related to the Depositor; (c) any Interest retained by the Depositor or its affiliates; or (d) the leasing of the Property by the Trust pursuant to the Master Lease to the Master Tenant, which is a special purpose entity affiliated with IPC, including the mechanism set forth in the Master Lease for the calculation of rent payable by the Master Tenant to the Trust.

A delayed closing on the acquisition of an Interest could adversely affect the qualification of an exchange under Section 1031.

Investors who are completing a Section 1031 Exchange should be aware that closing on their replacement property must occur before the earlier of: (1) the day which is 180 days after the date on which the taxpayer transferred the Relinquished Property; or (2) the due date (determined with regard to extension) for the taxpayer's return for the taxable year in which the transfer of the Relinquished Property occurs. See "*Frequently Asked Questions – How long is the closing process for my purchase of an Interest?*" No extensions will be granted or other relief afforded to taxpayers who do not satisfy this requirement. Therefore, a delayed closing on the acquisition of an Interest could adversely affect the qualification of an exchange under Section 1031.

Replacement property identification rules are complex and may be strictly construed.

Section 1031 generally permits taxpayers to identify up to three replacement properties (the "**three-property rule**"), without regard to the fair market value of those properties. In addition, taxpayers may identify any number of properties so long as their aggregate fair market value at the end of the identification period does not exceed 200% of the value of the Relinquished Property on the date it was transferred (the "**200% rule**"). If the three-property rule and 200% rule are violated, an Investor will still be treated as properly identifying any replacement property identified

before the end of the identification period and received before the end of the exchange period if the fair market value of the replacement property received is at least 95% of the aggregate fair market value of all identified replacement property. These identification rules are strictly construed and your exchange will be totally disqualified if you fail to comply with these requirements or do not meet the applicable deadlines under Section 1031. Prospective Investors should consult with their own tax advisors prior to identifying the Interests as replacement property.

Funds from a Section 1031 Exchange may not be used for certain costs associated with the Property.

Under certain conditions, closing and carrying costs, loan fees and costs, leasing reserves and other reserves may not constitute property that is like-kind to real property for purposes of Section 1031. IPC has attempted to structure the offering of the Interests so that such costs will be incurred by IPC in connection with its syndication and offering of the Interests. You must consult your own tax advisor regarding the proper tax treatment of these costs.

State laws may differ.

Some states adopt Section 1031 in whole, other states adopt it in part and still other states impose their own requirements to qualify for deferral of gain under state law. In addition, while many states follow federal tax law by treating the owner of an interest in a fixed investment trust as owning an interest in the assets held by the Trust, other state laws may differ and could result in the imposition of income or other taxes on such entities. Therefore, each Investor must consult his, her or its own tax advisor as to the qualification of a transaction for deferral of gain under state law.

The conversion of the Trust into a Springing LLC may have adverse tax consequences to Investors.

If the Trust is converted into a Springing LLC, the Trust Property will be transferred from the Trust to the Springing LLC and the membership interests in the Springing LLC will be held by the Investors. It is anticipated that the Signatory Trustee will serve as the manager of the Springing LLC. Under current law, such a transfer generally should not be subject to federal income tax pursuant to Code Section 721. The Transfer Distribution could be subject, however, to state or local income, transfer or other taxes. In addition, there can be no assurances that the transfer will not be taxable under the federal income or other tax laws in effect at the time the transfer occurs. Because the conversion of the Trust into a Springing LLC could occur in several situations, it is not possible to determine all of the potential tax consequences to the Investors.

If the Trust is converted into a Springing LLC, the Investors' membership interests in the Springing LLC will not qualify for tax-deferred exchange treatment under Section 1031.

If the Trust is converted into a Springing LLC, the Investors will hold membership interests in the Springing LLC, which cannot be transferred in an exchange that qualifies for tax-deferred exchange treatment under Section 1031. If, after the conversion of the Trust into a Springing LLC, the Investors wish to engage in a tax-deferred exchange of their indirect interests in the Property held by the Springing LLC, the manager of the Springing LLC may be able to convert the Investors' interests in the Springing LLC into (or exchange them for) direct interests in the Property or adopt some other tax strategy to accomplish the tax-deferred exchange. However, there can be no guarantee that this can or will be accomplished.

The conversion of the Trust to a TIC Arrangement may have adverse tax consequences to Investors.

In lieu of a conversion of the Trust into a Springing LLC, it may be converted to a TIC arrangement (a "**TIC Arrangement**," and such conversion, a "**TIC Conversion**"). In the event of a TIC Conversion, the Signatory Trustee would distribute the Property to the Investors and establish a co-ownership agreement and other agreements governing the TIC Arrangement and the Investors' ownership of the Property that, as determined in its sole discretion, are materially consistent with the terms and conditions set forth in IRS Revenue Procedure 2002-22 or such other IRS guidance treating the treatment of a TIC Arrangement as the direct ownership of its underlying property. Nevertheless, there can be no assurance that the TIC Arrangement would not be classified as a partnership (rather than as direct undivided ownership of the Property) if challenged by the IRS.

Any amounts treated as “boot” will be taxable to Investors.

If, in a Section 1031 Exchange, money is received or deemed received in addition to the like-kind property (i.e., “boot”), then gain on the Relinquished Property is recognized up to the amount of boot. Although there is no direct authority on point (other than certain potentially favorable authority that allows taxpayers to treat certain transaction expenses as reducing amounts otherwise taxable as boot in a Section 1031 Exchange), prospective Investors should be aware that the IRS may take the position that certain costs paid or deemed paid from money received from the sale of the Relinquished Property are boot and, therefore, income to the Investors. For example, the IRS may contend that any personal property that may be part of the Property, some amounts paid into the Reserve Account and amounts paid in connection with the Offering constitute boot received by the Investors and not a reinvestment in real estate.

Passive activity, at risk, and excess business loss rules may limit losses.

Losses from passive trade or business activities generally may not be used to offset “portfolio income,” such as interest, dividends and royalties, or salary or other active business income. Deductions from passive activities, including interest deductions attributable to passive activities, generally may only be used to offset passive income. Passive activities include: (1) most trade or business activities in which the taxpayer does not “materially participate” (a statutorily defined test); and (2) rental activities (subject to an exception for taxpayers who qualify as real property operators under certain statutory tests). Subject to satisfaction of the real property operator test and the material participation test, an Investor’s income and loss from an investment in an Interest, if any, will constitute income and loss from passive activities. However, the rules regarding the deductibility of passive losses (whether from an investment in an Interest or from another passive activity that potentially could be used to offset income from an investment in an Interest) are complex and vary with the facts and circumstances particular to each Investor. Prospective Investors should consult their tax advisors with respect to the tax consequences to them of the rules described above.

In addition, an Investor that is an individual or closely held corporation will be unable to deduct losses from the Trust, if any, to the extent such losses exceed the amount the Investor is considered “at risk” under the Code. Losses not allowed under the at-risk provisions may be carried forward to subsequent tax years and used when the Investor’s amount “at risk” increases or when the Investor generates gain on the disposition of the activity. However, the rules regarding the applicability of the at risk rules to a particular Investor are complex and vary with the facts and circumstances particular to each Investor. Prospective Investors should consult their tax advisors with respect to the tax consequences to them of the rules described above.

Excess business losses of a taxpayer other than a corporation are not allowed for the taxable year. Such losses are carried forward and treated as part of the taxpayer’s net operating loss carryforward in subsequent taxable years. An excess business loss for the taxable year is the excess of aggregate deductions of the taxpayer attributable to trades or businesses of the taxpayer over the sum of aggregate gross income or gain of the taxpayer plus a threshold amount. The threshold amount for 2026 is \$256,000 (or twice the applicable threshold amount in the case of a joint return). The threshold amount is indexed for inflation. In the case of a partnership or S corporation, the provision applies at the partner or shareholder level. The provision applies after the application of the passive loss rules.

Income and gain from passive activities may be subject to the Medicare Contributions Tax.

Certain Investors who are U.S. individuals are subject to the Medicare Contributions Tax, which imposes a 3.8% tax on the “net investment income” of certain U.S. individuals and on the undistributed “net investment income” of certain estates and trusts. Among other items, “net investment income” generally includes passive investment income, such as rent and net gain from the disposition of investment property, less certain deductions. Prospective Investors should consult their tax advisors with respect to the tax consequences to them of the rules described above.

There will be no permanent debt on the Property.

The Trust is offering the Interests to the Investors without any permanent financing encumbering the Property, and the Trust Agreement prohibits the Signatory Trustee from entering into new financing. In order to complete a Section 1031 Exchange, an Investor must purchase replacement property of equal or greater value than the Relinquished Property. Because there will be no permanent debt on the Property, each Investor whose previous property was encumbered by debt should note that such Investor may have to use more cash to acquire an Interest than is available from the sale of the Relinquished Property to avoid taxable “boot” from its Section 1031 Exchange. Prospective Investors should consult their own tax advisors with respect to the tax consequences of there being no permanent financing encumbering the Property.

An Investor should expect to use funds from other sources to satisfy tax liabilities.

An Investor should expect to have taxable income even in the absence of any distribution of cash from the Trust. This will occur because cash flow from the Property may be used to fund nondeductible operating or capital expenses of the Property, including reserves, that are not offset by depreciation or other deductions. In addition, a sale or exchange of the Property at an economic loss without a Section 1031 Exchange could result in ordinary income, depreciation recapture or capital gain to an Investor without any accompanying net cash proceeds from the sale or disposition of the Property to pay income taxes on such items. This is a particular risk for certain Investors, such as persons acquiring an Interest in a Section 1031 Exchange, whose income tax basis in an Interest may be substantially lower than his, her or its cash investment in the Property. If this were to occur, an Investor would have to use funds from other sources to satisfy his, her or its tax liability.

Future legislative or regulatory action could significantly change the tax aspects of an investment in an Interest.

The discussion of tax aspects contained in this Memorandum is based on law presently in effect and certain proposed Treasury Regulations. Nonetheless, Investors should be aware that new administrative, legislative or judicial action could significantly change the tax aspects of an investment in an Interest. Any tax law changes may be retroactive with respect to transactions entered into or contemplated before the effective date of such change, and could have a material adverse effect on the tax consequences of an investment in an Interest.

ESTIMATED USE OF PROCEEDS

The following table sets forth the estimated sources and uses of the proceeds of the Offering. IPC, the Asset Manager, the Property Manager and their respective affiliates will receive substantial compensation and fees in connection with the Offering and the acquisition of the Property, as described in this Memorandum. The figures below are based upon the sale of 100% of the Interests, equivalent to \$86,840,527.

<u>Sources</u>	<u>Offering Proceeds</u>	<u>Percentage of Maximum Offering Amount¹</u>
Offering Proceeds	\$86,840,527	100.00%
Total Sources	\$86,840,527	100.00%
 <u>Application</u>		
<i><u>Selling Commissions and Expenses</u></i>		
Selling Commissions ^{2,3}	\$4,342,026	5.00%
Dealer Fee ^{2,3}	\$1,085,507	1.25%
Placement Agent Fee ²	\$1,432,869	1.65%
O&O Expenses ^{2,5}	\$434,203	0.50%
Total	\$7,294,605	8.40%
 <i><u>Costs of Acquisition</u></i>		
Total Acquisition Cost ^{2,4,5}	\$72,593,909	83.59%
Acquisition Fee ²	\$2,171,013	2.50%
Reserves	\$4,781,000	5.51%
Total	\$79,545,922	91.60%
 Total Application	 \$86,840,527	 100.00%

- (1) Percentages have been rounded to the nearest hundredth of a percent for purposes of this table.
- (2) The Trust will pay or reimburse some or all of these amounts to affiliates of the Trust, as described in this Memorandum.
- (3) ISC will reallocate (pay) the full amount of the Selling Commissions and the Dealer Fee to third party broker/dealers who are members of FINRA.
- (4) The total cost for the acquisition of the Property is comprised of: (a) the purchase price of the Property; and (b) the acquisition closing costs, which include costs paid in connection with the acquisition of the Property relating to title insurance, recording costs, document taxes, escrow costs, tax review fees, prepaid taxes, document preparation and any referral fees. As part of the total acquisition cost, the Trust will reimburse certain affiliates of IPC for costs related to the acquisition of the Property, in an aggregate amount equal to \$324,000.
- (5) Certain of these costs have been estimated for purposes of this table. If the actual costs and expenses exceed the estimates, IPC will pay those costs and expenses. Conversely, if the estimates exceed the actual costs and expenses, IPC will retain the difference as additional compensation.

COMPENSATION TO IPC, ITS AFFILIATED PARTIES AND THE PROPERTY MANAGER

The following is a description of compensation that may be paid to IPC, the Asset Manager, the Property Manager, the Master Tenant or their affiliates during the period of the Trust's ownership of the Property or in connection with the Offering. With the exception of the fees payable to the Property Manager, these compensation arrangements are not the result of arm's-length negotiations. Investors should note that although the Property Manager is not affiliated with IPC, the compensation payable to the Property Manager has been included in this table because it is one of the significant aspects of the Offering.

Because of the nature of a Section 1031 Exchange and applicable IRS requirements, it is difficult, if not impossible, to charge Investors for any shortfall in costs and expenses related to the Offering that are paid out of the gross cash proceeds of the Offering. If the actual costs and expenses exceed the estimates, IPC will pay those costs. Conversely, if the estimates exceed the actual costs and expenses, IPC will retain the difference as compensation.

For purposes of this table, the amount of the commissions and fees set forth below are calculated based on 100% of the Interests, equivalent to \$86,840,527.

<u>Type of Compensation</u>	<u>Method of Compensation</u>	<u>Estimated Maximum Amount of Compensation</u>
Selling Commissions	The Trust will pay ISC Selling Commissions of up to 5.0% of the gross cash proceeds of the Offering. ISC will reallow (pay) the full amount of the Selling Commissions to broker/dealers who are members of FINRA.	\$4,342,026
Dealer Fee	The Trust will pay ISC a Dealer Fee, in an amount equal to up to 1.25% of the gross cash proceeds of the Offering, for coordinating the marketing of the Interests with any participating broker/dealers as well as for non-itemized, non-invoiced due diligence efforts. ISC will reallow (pay) the full amount of the Dealer Fee to broker/dealers who are members of FINRA.	\$1,085,507
Placement Agent Fee	The Trust will pay ISC a fee, equal to 1.65% of the gross cash proceeds of the Offering, for serving as the Placement Agent.	\$1,432,869
Reimbursement of O&O Expenses	The Trust will reimburse IPC, its affiliates and certain third parties for offering and organizational expenses in an amount equal to 0.50% of the gross cash proceeds of the Offering.	\$434,203
Acquisition Fee	The Trust will pay IPC an acquisition fee for its services in the identification, negotiation and acquisition of the Property.	\$2,171,013
Reimbursement of Acquisition Costs	The Trust will reimburse certain affiliates of IPC for costs related to the acquisition of the Property. Specifically, the Trust will reimburse an affiliate of Inland Investments for acquisition and due diligence overhead.	\$324,000

<u>Type of Compensation</u>	<u>Method of Compensation</u>	<u>Estimated Maximum Amount of Compensation</u>
Asset Management Fees	<p>The Trust is responsible for paying the Asset Manager the Asset Management Fee, as provided in the Asset Management Agreement. The Asset Management Fee is payable in monthly installments of \$12,000 (equal to \$144,000 on an annual basis) out of the gross income generated by the Property.</p> <p>In addition, if the Springing LLC finances the Property in connection with a Transfer Distribution, the Asset Manager, or an affiliate thereof, will receive a fee equal to 1.0% of the principal amount of the loan, plus reimbursement of any out-of-pocket expenses incurred by the Asset Manager in connection with the financing, including but not limited to: expenses incurred in connection with third party reports; legal fees; application fees; and mortgage brokerage fees to both non-affiliate and affiliate mortgage brokers.</p> <p>In addition to the fees payable to the Asset Manager, the Trust is responsible for reimbursing the Asset Manager for all expenses attributable to the Trust and paid or incurred by the Asset Manager in providing services under the Asset Management Agreement.</p> <p>If the Trust requests any additional services not specified in the Asset Management Agreement, the Asset Manager may agree to provide the requested services upon terms mutually agreeable to the Trust and the Asset Manager.</p> <p>The Asset Manager may decide, in its sole discretion, to be paid an amount less than the total amounts to which it is entitled under the Asset Management Agreement, and any excess amount that is not paid may, in the Asset Manager’s sole discretion, be waived permanently or, as applicable, deferred or accrued, without interest, to be paid at a later point in time.</p>	\$144,000 for the initial year of ownership of the Property.
Property Management Fees	<p>The Property Manager is entitled to the following fees from the Master Tenant:</p> <ul style="list-style-type: none"> • a monthly Base Management Fee equal to 5.0% of the “Revenues” from the Property for the month in which the payment is made; • a Performance Incentive Fee equal to 15.0% of the excess of (i) the actual NOI of the Property for such fiscal year, over (ii) the NOI Threshold of the Property for such fiscal year, until the Monthly Management Fee equals 7.0% of Revenues; and • if the Property Management Agreement is terminated by the Master Tenant without cause during the Initial Term, the Property Manager will be entitled to a PM Termination Fee equal to (1) if the effective date of the termination is within 36 months of the PMA Effective Date, 12 times the Base Management Fee; (2) if the effective date of the termination is between 37 and 60 months following the PMA Effective Date, six times the Base Management Fee; or (3) if the effective date of the termination is between 61 and 84 months following the 	Estimated to be \$650,972 for the initial year of ownership of the Property; however, it is not possible to determine at this time.

Type of Compensation

Method of Compensation

**Estimated Maximum
Amount of Compensation**

PMA Effective Date, three times the Base Management Fee.

In the event that the Property Management Agreement is terminated without cause by the Property Manager during the Initial Term, the Master Tenant will be entitled to an MT Termination Fee in the amount of \$25,000. In the event that the Property Management Agreement is terminated by either party after the Initial Term, then neither the Property Manager nor the Master Tenant will be entitled to any termination fee or penalty.

A partial list of services that are available to the Master Tenant at an additional cost are set forth on Exhibit B to the Property Management Agreement. Further, Exhibit C to the Property Management Agreement sets forth additional information technology services, and any such services not included in the fees payable to the Property Manager as outlined on Exhibit C, will be separately charged to the Master Tenant at the rates shown on Exhibit C.

In addition, but subject to the approved budget, the Master Tenant is responsible for reimbursing the Property Manager the net cost of reasonable transportation and living expenses for employees, officers and agents of the Property Manager, its affiliates or outside consultants when traveling in connection with the Property; data communication charges; express delivery, copying and legal and other costs incurred by the Property Manager in connection with the performance of its services under the Property Management Agreement; provided that, the Master Tenant will not be responsible for reimbursing the Property Manager for (a) expenses for office equipment or supplies; (b) any overhead items and Property Manager travel, not provided for in the budget; (c) licensure expenses of the Property Manager that are not Property-specific; or (d) except as otherwise provided in the Property Management Agreement, costs relating to accounting services performed under the Property Management Agreement.

**Master Tenant
Income**

Under the Master Lease, the Master Tenant earns 25% of Gross Income exceeding the Supplemental Rent Breakpoint for the Property, as provided in the Master Lease.

In addition, the difference between the Base Rent and the Additional Rent Breakpoint for the Property for a given month, if any, after taking into account any expenses of the Property, inures to the benefit of the Master Tenant and, therefore, indirectly to IPC as the sole member of the Master Tenant. The Trust estimates that this will result in additional income to the Master Tenant from approximately \$94,019 to \$94,863 per year. Such amounts will not be available for distribution to the Trust or the Investors.

If the Master Lease is terminated (other than in connection with a casualty or condemnation, a sale of the Property, or a termination arising by reason of a default by the Master Tenant

Estimated to be approximately \$120,115 for the Property for the first 12 months, however, it is not possible to determine at this time.

<u>Type of Compensation</u>	<u>Method of Compensation</u>	<u>Estimated Maximum Amount of Compensation</u>
	<p>under the Master Lease), the Trust will be required to pay the Master Tenant a termination fee (the “Master Lease Termination Fee”) equal to: (1) the total Gross Income, as defined in the Master Lease, for the preceding three months; less (2) the Rent for such three-month period.</p>	
AM Disposition Fees	<p>Upon the sale of the Property, excluding a sale to or an exchange with an affiliate of the Trust, the Asset Manager, or an affiliate thereof, will be entitled to receive the AM Disposition Fee in an amount up to 3.0% of the gross sales price of the Property. However, if the sale of the Property includes a commission payable to a third-party broker, the amount of the AM Disposition Fee will be reduced so that the sum of the AM Disposition Fee and any sales commission payable to a third-party broker in connection with the sale does not exceed 4.0% of the gross sales price of the Property. Further, the Asset Manager or its affiliate will not be entitled to the AM Disposition Fee in the event that the gross sales price of the Property, reduced by any amounts used or incurred by the Trust to satisfy or to cause the buyer of the Property to assume any indebtedness of the Trust related to the Property in connection with such sale, is less than the Maximum Offering Amount. The foregoing does not limit the amount that may be paid to a third-party broker in the event that no AM Disposition Fee is payable.</p>	<p>Not possible to determine at this time.</p>
LCS Disposition Fee	<p>Pursuant to the Disposition Agreement, upon the Disposition of the Property, the Property Manager will be entitled to the LCS Disposition Fee from the Trust. The amount of the LCS Disposition Fee will be calculated as a percentage of the Sales Proceeds, relative to the Investment Amount, as follows:</p> <ul style="list-style-type: none"> • If the Sales Proceeds of the Property are less than or equal to 110.0% of the Investment Amount, the Property Manager will not be entitled to an LCS Disposition Fee. • If the Sales Proceeds of the Property are greater than 110.0% of the Investment Amount but less than or equal to 125.0% of the Investment Amount, the Property Manager will be entitled to an LCS Disposition Fee equal to 0.75% of the Gross Price of the Property. • If the Sales Proceeds of the Property are greater than 125.0% of the Investment Amount but less than or equal to 150.0% of the Investment Amount, the Property Manager will be entitled to an LCS Disposition Fee equal to 1.50% of the Gross Price of the Property. • If the Sales Proceeds of the Property are greater than 150.0% of the Investment Amount but less than or equal to 175.0% of the Investment Amount, the Property Manager will be entitled to an LCS Disposition Fee equal to 2.50% of the Gross Price of the Property. • If the Sales Proceeds of the Property are greater than 175.0% of the Investment Amount, the Property Manager will be entitled to an LCS Disposition Fee equal to 3.0% of the Gross Price of the Property. 	<p>Not possible to determine at this time.</p>

THE PROPERTY

Ownership of the Property

The Trust owns fee simple title to the Property. Because a trust cannot register to do business in the State of Illinois, title to the Properties is held by the Signatory Trustee on behalf of the Trust. See “*Summary of the Trust Agreement – Terms of the Trust Agreement - Authority and Duties of the Trustees*” for further discussion.

Location and General Description of the Property

The Property is located at 21536 Wolf Road, Mokena, Illinois 60448, and is commonly known as “Clarendale of Mokena.” The Property consists of 11.40 acres of land and a senior living community located within one three-story residential building. The Building contains 156 Units, including 60 independent living units, 56 assisted living units and 40 memory care units.

As of February 20, 2026, the Property was 94.23% leased to Residents.

The Property offers the Residents private transportation, which service is provided by the Property Manager using a passenger van leased by the Master Tenant. The Trust has assigned and transferred to the Master Tenant, for the term of the Master Lease, all of the Trust’s rights, duties and obligations relating to any vehicles owned or leased by the Trust for purposes of the Property (see “*Summary of the Leases – General*”).

Information regarding the Property is available in the Property Condition Assessment (the “**Assessment**”) prepared by Bureau Veritas (“**BV**”), a copy of which is available in the Digital Investor Kit. Additional information about the Property is summarized in the tables below.

Address	Land Area*	Leasable Area*	Units*	Year Built	Parking*	Zoning
Clarendale of Mokena 21536 Wolf Road Mokena, Illinois 60448	11.40 acres	95,255 sq. ft.	156 units	2015	126 spaces including 102 surface spaces (including 7 handicap spaces and 2 bus spaces), and 24 parking garage spaces	R-6 (Multi-Family Residence District)

* All references in this Memorandum to the (1) acreage of the Property and the number of surface parking spaces are based on the survey, a copy of which is available in the Digital Investor Kit; (2) number of parking garage spaces are based on the Assessment; and (3) leasable square footage of the Building and the number of Units in the Building are based on the Rent Roll for the Property, which is included as Exhibit B to this Memorandum.

Detailed Description of the Building

The Property contains one three-story residential building. An interior parking garage is located on the basement level of the Building.

The foundation of the Building appears to consist of a concrete slab-on-grade with concrete perimeter walls, concrete masonry unit (“**CMU**”) block bearing walls, and concrete footings and column footing pads. The vertical structure of the Building is conventional wood with steel beams and columns and engineered wood floor framing. The roof structure consists of pre-engineered wood trusses with a oriented strand board diaphragm. The roofs of the Building primarily feature a combination of architectural style, asphalt shingles and single-ply ethylene propylene diene monomer roof membrane sections.

Cast-in-place retaining walls are located on either side of the ramp to the parking garage in the basement of the Building. The ramp functions as both the entrance and exit to the parking garage with a single, residential grade, two-car wide, overhead fiberglass door. The floor of the parking garage is cast-in-place concrete slab-on-grade with cast-in-place retaining walls, CMU bearing walls, cast-in-place and precast columns and beams, and hollow-core deck slabs supporting the first floor of the Building above.

The exterior walls of the Building are clad in a combination of manufactured brick and stone veneer, fiber cement siding and shingles with cast stone trim and cappings. There are a total of 16 balconies on the far north wing of the Building, which feature typical post and beam construction. The balconies and are finished with composite deck

boards, painted wood facia, and metal railings mounted to the decking, outer posts, and directly to the exterior face of the building. The doors at the Building consist of a combination of un-plasticated poly vinyl chloride (“PVCu”) double glazed, solid core timber and steel fire exit doors. A mechanical overhead sectional garage door provides access to and from the basement parking garage. The windows at the Building consist of a combination of fixed and single hung PVCu, double glazed units. PVCu double glazed patio doors are provided in Units featuring balconies.

The Building has two machine room-less passenger elevators, which have a capacity of 2,500 and 3,500 pounds.

The water supply lines inside the Building are copper. Domestic hot water is provided by two central natural gas-fired water heaters. Heating and cooling is provided by a combination of direct expansion split-systems consisting of primarily exterior condensers located on the roof and on-grade, and interior air handlers, natural gas furnaces, electric fan coils, a ductless split-system, vertical and horizontal packaged terminal air conditioning units which serve the Units, suspended unit heaters in the basement and storage areas, rooftop direct expansion packed terminal units which serve the common areas and electric baseboard heaters in corridors and stairwells. The basement of the Building is equipped with two exhaust fans controlled by carbon monoxide detectors. Electrical power is routed via below-grade conductors to a 3,000-amp main switchboard panel in the main electrical room that supplies panelboards and step-down transformers on each floor and a distribution panel serving major mechanical equipment. The main electrical service to the Building is 3,000 amps, 277/480 volt three-phase four-wire alternating current. The electrical wiring is copper, installed in metallic conduit. Emergency power is provided to the Building by a diesel engine generator located on the Property, which is rated to provide 300-kW, 480/277-volt, three-phase power. Emergency power is routed through an automatic transfer switch located inside the main electrical room to a 1,200-amp, 480/277-volt panelboard at the electrical room.

The floor finishes in the Units primarily consist of carpeting and vinyl plank flooring. Interior walls and ceilings of the Units are constructed of drywall. The independent living Units typically include full kitchens and the assisted living Units typically include limited kitchenettes. Memory care Units do not include kitchens or kitchenettes. The independent living Units feature in-unit washers and dryers. Assisted living and memory care Units are not provided with washers and dryers and the staff provides laundry service for such Residents. There is a laundry room with a total of eight washers and dryers. The floors in the common areas of the Building are covered primarily with carpeting, ceramic tile, vinyl tile and laminate wood flooring. The interior walls consist primarily of drywall and the ceilings consist primarily of acoustic ceiling tile.

Amenities include a café, a pub, a theatre room, a computer center, a salon, a game room, a fitness studio, a private dining room, and television and activity rooms.

The Building features a full coverage fire sprinkler system. The Building is protected by an automatic and manual fire alarm system, smoke alarms, automatic notification appliances in Units and common areas, illuminated exit signs, pull stations, emergency battery lighting units and fire extinguishers.

Physical Condition of the Property

The Assessment indicates that the Property has been well maintained and is in overall good condition. BV recommends certain repairs as outlined below.

Immediate Repairs – Immediate repairs are those repairs that are beyond the scope of regular maintenance which, in the opinion of BV, require immediate action as a result of any of the following: (1) material existing or potentially unsafe conditions, (2) material building or fire code violations, or (3) physical deficiencies that if left uncorrected would be expected to result in, or contribute to, critical element or system failure within one year, or will most probably result in a significant escalation of its remedial cost. The immediate repair needs identified for the Property include repairs, maintenance and/or replacements related to: ADA accessibility; parking, paving, walkways, site steps and ramps; topography and landscaping; general site improvements; foundations and superstructure; exterior façade; exterior windows and doors; plumbing; electrical; and fire protection systems. The Assessment provided an estimated cost of \$1,286,934 for such repairs (approximately \$8,250 per Unit).

Physical Needs Over Time – Physical needs over time are items needing repair or replacement that are beyond the scope of regular maintenance but, in the opinion of BV, are necessary to maintain the overall condition of the Property for 10 years from the date of the Assessment. The long-term needs identified for the Property include

repairs, maintenance and/or replacements related to: parking, paving, walkways, site steps and ramps; foundations and superstructure; roofing; exterior façade; exterior windows and doors; heating, ventilating and air conditioning; plumbing; electrical; building elevators and conveying systems; fire protection systems; common area finishes and furnishings; and unit finishes and furnishings. The Assessment provided an estimated cost for such physical needs, with 3% inflation, of \$4,030,433 (or approximately \$2,584 per Unit, per year).

The costs for the repairs described above will be allocated in accordance with the terms of the Master Lease. In general, the Master Lease requires the Master Tenant to be responsible for the operation, repair, maintenance and management obligations of the Property. The Master Lease requires the Trust to be responsible for Capital Expenditures, as described herein. Pursuant to the Master Lease, the Trust has established the Reserve Account to make funds available for Capital Expenditures and unanticipated costs in relation to the Property. The Trust will make an initial contribution to the Reserve Account from the proceeds of the Offering in the amount of \$4,781,000. See “*Summary of the Leases – Master Lease*” for additional discussion.

Flood Zone

According to the Assessment, based on the Flood Insurance Rate Map maintained by the Federal Emergency Management Agency (“**FEMA**”), the Property is located in Flood Zone X (unshaded), which is defined as an area determined to be outside of the 0.2% annual chance (or 500 year) floodplain.

Seismic Zone

The Assessment indicates that, according to the “Seismic Zone Map of the United States,” in the 1997 Uniform Building Code, the Property is located within Zone 0, defined as an area of very low probability of damaging ground motion.

Wind Zone

The Assessment indicates that, according to FEMA’s “Map of Wind Zones in the United States,” the Property is located in Wind Zone IV, which has a designated wind speed of up to 250 mph.

Environmental

The Trust received a Phase I for the Property, which was performed in compliance with the standards of ASTM International Practice E1527-21, which is recognized by the United States Environmental Protection Agency and many states as adequate to demonstrate compliance with “All Appropriate Inquiry.” In the event that environmental contamination consisting of hazardous substances or petroleum existed with respect to the Property when the Trust acquired the Property, but which was not disclosed in the Phase I for the Property, and the contamination is subsequently discovered on the Property, the Trust may be able to avail itself of the defenses to, and the exemptions from, liability that are available under CERCLA and state laws, since the Trust acquired the Property within 180 days of the completion date of the required components of the Phase I and otherwise satisfied the conditions of All Appropriate Inquiry. See “*Risk Factors – Risks Related to the Property – The existence of any environmental issues with the Property may adversely affect the Trust*” for additional discussion related to environmental matters.

Agreements Affecting the Property

The Property is subject to various easements, restrictions and other agreements of record, the most significant of which are available in the Digital Investor Kit and further described below. Such agreements generally: (1) grant the parties to such agreements certain easements and rights of use (for example, for access and utilities) which both benefit and burden the Property, as applicable; (2) provide for the maintenance of certain easement areas and for allocation and payment of costs and expenses related thereto; and (3) provide for certain restrictions on the use of the Property. See “*Risk Factors – Risks Related to the Property – The Trust will not guarantee the condition of, or title to, the Property*” for additional discussion.

Easement Agreement

The Property and an adjacent parcel are subject to an easement agreement (the “**Easement Agreement**”) which provides for the following easements:

- a perpetual, non-exclusive ingress and egress easement over a portion of the Property (the “**Ingress/Egress Area**”) for the benefit of the adjacent parcel;
- a perpetual, non-exclusive easement for the benefit of the Property over, across and upon a portion of the adjacent parcel for the purpose of serving the Property and other property with sanitary sewer service;
- a perpetual, non-exclusive access easement in favor of the Village of Mokena, its police and fire departments, and their successors and assigns, over, across and upon a portion of the Property for the purpose of emergency vehicle ingress, egress and access to the Property and the adjacent parcel; and
- a temporary easement in favor of the owner of the adjacent parcel to maintain one sign on the Property advertising the proposed development on the adjacent parcel, subject to the conditions set forth in the Easement Agreement.

The owner of the Property is required to keep the Ingress/Egress Area in a neat, clean, sightly, safe and orderly condition and is responsible for all maintenance, repair and snow removal in the Ingress/Egress Area; however, the owner of the adjacent parcel is responsible for damage and waste in the Ingress/Egress Area caused by it or its invitees.

The Easement Agreement also provides that the owner of the adjacent parcel is permitted to construct a pipe on the Property for storm water purposes that connects to the storm water detention pond on the Property, provided, however, the owner of the adjacent parcel is not entitled to utilize any of the storm water volume of the detention pond.

Conservation Easement

Certain portions of the Property to the north of the Building (the “**Restricted Area**”) are subject to a wetland conservation easement (the “**Conservation Easement**”). Pursuant to the Conservation Easement, certain actions are prohibited in the Restricted Area without the prior written consent of the Village of Mokena, including but not limited to the construction or buildings or structures, the removal or destruction of wildlife, trees or plants, hunting, and the modification of the hydrology of the Restricted Area, either directly or indirectly, that would allow more water onto, or that would drain water away from, the Restricted Area unless consistent with the maintenance of the Restricted Area as a wetland. The Conservation Easement runs with the land in perpetuity.

Assisted Living License and Interim Arrangement

As of the closing of the acquisition of the Property, the Master Tenant applied for, but had yet to obtain, a Facility License for the Property from the Department of Health. LCS Mokena LLC, a Delaware limited liability company (the “**Lessee**”), is the current holder of the Facility License (the “**Existing License**”) with respect to the operation of the Property.

On February 25, 2026, the Master Tenant entered into that certain Bridging Lease (the “**Bridging Lease**”) with the Lessee for the Property while the Master Tenant is in the process of obtaining the Facility License from the Department (the “**New License**”). The initial term of the Bridging Lease will expire upon the earliest to occur of (i) such time as the Master Tenant obtains the New License, (ii) six months following February 25, 2026, (iii) the date upon which the Property is sold by the Master Tenant to an unaffiliated third party, or (iv) the effective date of any law which prohibits the Lessee from leasing the Property from the Master Tenant. In addition, (i) Master Tenant may terminate the Bridging Lease at any time upon 30 days advance notice to Lessee if Master Tenant provides a qualified operator for the Property that is the holder of a new Facility License, and (b) up to 12 times, the Master Tenant may extend the initial term of the Bridging Lease by successive one-month periods upon five days advance notice to the Lessee if the New License has not been obtained and the Master Tenant is diligently attempting to obtain the New License for itself or another operator, provided that concurrent with each such one month extension Master Tenant shall make a payment to Lessee in the amount of \$3,000 for the first three month extensions and \$5,000 for the remaining nine month extensions.. The Lessee is obligated to pay rent to the Master Tenant in the amount of \$100 per month, which rent is payable in arrears within 10 business days after the end of each month during the term of the Bridging Lease. In addition to such rental amount, the Lessee is required to pay rent and other revenues received by the Lessee relating to the Property to the Master Tenant in the amount of all revenues generated by the operations of

the Property or otherwise relating to the Property to the extent received by the Property Manager or the Lessee (including any of its affiliates) during such month net of all reasonable costs, expenses, expenditures and liabilities incurred in connection with the operation of the Property during such month.

In addition, on February 25, 2026, the Lessee, the Master Tenant and the Property Manager entered into that certain Interim Management Agreement (the “**Interim Management Agreement**”, and together with the Bridging Lease, the “**Interim Arrangement**”). During the term of the Interim Management Agreement, the Property Manager is responsible for all day-to-day operations of the Property in accordance with the terms of the Property Management Agreement. The Lessee is prohibited from taking any action, granting any consent, or directing the Property Manager to take any action under the Interim Management Agreement without the Master Tenant’s consent; provided, however, that the Lessee and/or Property Manager may take such action without Master Tenant’s consent (i) in the event of an emergency or imminent risk threatening the health or safety of Residents, (ii) where action is required to comply with applicable law, licensing requirement or governmental directives, or (iii) where Master Tenant has failed to respond within 24 hours to Lessee’s written request. Pursuant to the Interim Management Agreement, the parties agreed that that certain management agreement by and between the Property Manager and the Lessee terminated as of the closing of the acquisition of the Property as contemplated under the PSA. The Interim Management Agreement will terminate automatically upon the termination of the Bridging Lease.

SUMMARY OF THE LEASES

General

The Trust has entered into the Master Lease with the Master Tenant and assigned the Residential Leases to the Master Tenant. In addition, the Trust has assigned and transferred to the Master Tenant, for the term of the Master Lease, all of the Trust's rights, duties and obligations relating to any vehicles owned or leased by the Trust for purposes of the Property. A copy of the Master Lease is available in the Digital Investor Kit.

As of February 20, 2026, the Property was 94.23% leased to Residents.

The Master Lease is a net lease incorporating all expenses associated with the operation of the Property. The Master Tenant operates the Property for its own benefit and is entitled to retain certain positive differences between the Property's operating cash flow and Master Lease payments due to the Trust, as described in greater detail below. Likewise, the Master Tenant is liable for the cash shortfalls between the operating cash flow and Master Lease payments due to the Trust. See "*Risk Factors – Risks Related to the Master Lease and the Management of the Property – The Master Tenant has limited capital*" for additional discussion regarding the capitalization of the Master Tenant.

Master Lease

EACH PROSPECTIVE INVESTOR SHOULD REVIEW THE MASTER LEASE, IN ITS ENTIRETY, BEFORE INVESTING, A COPY OF WHICH IS AVAILABLE IN THE DIGITAL INVESTOR KIT. THE FOLLOWING IS A SUMMARY OF SOME OF THE SIGNIFICANT PROVISIONS OF THE MASTER LEASE. IT IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE FULL TEXT THEREOF.

Term

The initial term of the Master Lease is 120 months; provided, however, that unless terminated earlier in accordance with the Master Lease, the term of the Master Lease will automatically renew for no more than five successive one-year periods. The term of the Master Lease will automatically terminate upon the sale of the Property or the sale of 100% of the Interests in the Trust, other than to Investors pursuant to this Memorandum.

Rent

Under the terms of the Master Lease, the Master Tenant is required to pay rents as described below.

Base Rent

The amount of annual Base Rent payable under the Master Lease is \$1,663,246 per year.

Additional Rent

In addition to Base Rent, the Master Lease requires the Master Tenant to pay as Additional Rent any amount of Gross Income under the Master Lease (which includes all income collected by the Master Tenant from rents, license fees and/or assessments and other items arising from the use of the Property, but excludes amounts paid by or on behalf of a Resident, whether by application of a security deposit or otherwise, for the following: (1) returned check charges; (2) reimbursement of costs to repair damages to the interior or exterior of any Unit, common areas or grounds of the Property; (3) reimbursement of costs to replace missing or destroyed items, including, but not limited to, appliances, furnishings, fixtures, flooring or floor coverings; (4) reimbursement of costs of excess cleaning or waste hauling; or (5) reimbursement of legal fees or collection costs in connection with a collection action, eviction or other legal action against a tenant) for a year which exceeds the Additional Rent Breakpoint for that year provided for in the Master Lease (\$10,344,000 for 2026 on an annualized basis) up to a maximum annual amount (\$2,437,744 for 2026 on an annualized basis) and is required to be paid to the Trust in monthly installments. Such installment payments are based on the Master Tenant's good faith estimates taking into consideration the operational characteristics of the Property. The Master Tenant and the Trust are required to reconcile Additional Rent within 90 days after the end of each calendar year.

The difference between the Base Rent and the Additional Rent Breakpoint for the Property for a given month, if any, after taking into account any expenses of the Property, will inure to the benefit of the Master Tenant and,

therefore, IPC as the sole member of the Master Tenant. The Trust estimates that this will result in additional income to the Master Tenant from approximately \$94,019 to \$94,863 per year to the Master Tenant. Such amounts will not be available for distribution to the Trust or the Investors. In the event that the Trust sells a portion of the Property, the Additional Rent Breakpoint will be equitably adjusted.

In the event that the Projected Uncontrollable Costs under the Master Lease (which includes real estate taxes and similar impositions, insurance costs, utility costs and the cost of snow removal) for any calendar year (or stub period thereof) exceed the actual amount of such costs for such calendar year or stub period, the Master Tenant is required to pay to the Trust, as Additional Rent, the amount of such excess, within 90 days following the end of the applicable calendar year (or stub period thereof). However, if the actual costs for any calendar year (or period thereof) exceed the projected costs for such period, then the Master Tenant will be responsible for payment of such excess amount, but will be entitled to reimbursement of such excess amount by offsetting such amount against Additional Rent and, if necessary, Supplemental Rent, beginning with the first Master Lease month that begins on or after 90 days following the end of such period, and against such amounts payable to the Trust in later months, if and as needed, until the full amount of such excess amount incurred for the applicable period have been reimbursed to the Master Tenant.

Supplemental Rent

The Master Tenant also is required to pay to the Trust as Supplemental Rent an amount equal to 75% of Gross Income for a year that exceeds the Supplemental Rent Breakpoint provided for in the Master Lease for that year. The Supplemental Rent Breakpoint is \$12,781,744 for 2026 on an annualized basis. Supplemental Rent will only be paid by the Master Tenant after Base Rent and Additional Rent have been fully paid. Supplemental Rent will be calculated on a calendar year basis (prorated for any partial year) and will be paid in arrears by the Master Tenant to the Trust within 90 days after the end of each calendar year. In the event that the Trust sells a portion of the Property, the Supplemental Rent Breakpoint will be equitably adjusted.

Capital Expenditures

The Master Lease requires the Master Tenant to be responsible for the operation, repair, maintenance and management obligations of the Property. The Master Lease requires the Trust to be responsible for the following Capital Expenditures: (1) repairs and replacements of the structure, foundation, roof, exterior walls, the parking lot and improvements to the Property to meet the needs of the Property Tenants; (2) leasing commissions; (3) certain Hazardous Substances Costs (as such term is defined in the Master Lease); (4) any repairs identified in the Assessment, or similar engineering reports, performed in connection with the acquisition of the Property related to the structure, foundation, roof, exterior walls, the parking lot and improvements to the Property; (5) any Insurance Deductible (as such term is defined in the Master Lease); (6) construction of new signage and/or repair and replacement of existing signage to the extent such signage is of a type and nature that is affixed to the Property and/or the land as a fixture; (7) costs arising with respect to extraordinary measures taken to conserve and protect the Property in the context of any pandemic, including but not limited to the novel coronavirus which causes the disease now known as COVID-19; and (8) other improvements to the Property that would be considered capital expenditures under IPC's capitalization policy as related to the structure, foundation, roof, exterior walls, the parking lot and improvements to the Property. The Trust is not required to pay any Capital Expenditures which: (a) arise due to the negligence or willful misconduct of the Master Tenant; (b) arise from certain hazardous substances on or about the Property after the commencement of the Master Lease; or (c) would otherwise constitute a "prohibited action" under the Trust Agreement for so long as the Trust is a DST. The Trust will not otherwise be required to provide any services, facilities, repairs or alterations to the Property.

Throughout the term of the Master Lease, the Master Tenant is required to make all necessary repairs of whatsoever nature or kind, interior and exterior, ordinary and extraordinary and whether now foreseeable or not foreseeable, and including, without limitation, any repairs or other work required following a condemnation or a casualty, regardless of the availability or adequacy of any award or proceeds relating thereto (provided that any Insurance Deductible will be payable from the Reserve Account as provided in the Master Lease), provided, however, that financial responsibility for such repairs will be at the sole cost and expense of the Trust.

To the extent the Master Tenant plans to make any modifications to the Property which are more than minor, non-structural modifications, the Master Tenant must provide 30 days' advance written notice of such changes or

alterations to the Trust. For so long as the Trust is a DST, the Trust will not have the right, power or ability to make more than minor, non-structural modifications to the Property.

Impositions

The Master Tenant is required to timely pay all taxes, assessments, excises, levies, license and permit fees and other governmental impositions and charges (collectively, “**Impositions**”) arising from the Property. The Master Tenant has the right, at its own expense and after prior written notice to the Trust, to contest or review by appropriate legal proceedings or in such manner as the Master Tenant in its opinion deems advisable any and all Impositions, so long as such contest does not operate to prevent or in any way impair or delay a sale of the Property by the Trust or result in a tax sale of the Property or any portion thereof.

Insurance

The Master Tenant is required, at its sole cost and expense, at all times throughout the term of the Master Lease, to maintain the following insurance policies on the Property for the mutual benefit of the Trust and the Master Tenant:

- (1) all risks property insurance on the Property improvements in an amount not less than 100% of the full replacement costs (i.e., the cost of replacing the Property improvements, including the Building, exclusive of cost of excavations, foundation and footings below the lowest basement floor, without deduction for physical depreciation thereof) with agreed value;
- (2) boiler and machinery insurance in an amount sufficient to cover loss of rent, physical damage to the Property’s improvements and to the major components of any central heating, air-conditioning or ventilation systems and such other equipment as the Trust may require;
- (3) provided that the Property, or any portion thereof, is located in an area designated as a flood prone area participating in the National Flood Insurance Program, flood insurance in an amount equal to the full replacement cost or the maximum amount then available or evidence satisfactory to the Trust, that neither the Property, nor any portion thereof, is located within a 100-year flood plain as determined by the Federal Insurance Administration;
- (4) during any changes to, or alteration of, the Property or any part thereof and during any restoration following a taking or a casualty, all risk builder’s risk insurance in an amount not less than 100% of the full replacement cost of the Property’s improvements, including the Building;
- (5) insurance against loss of profits or rental under a business interruption insurance policy or under a rental value insurance policy; and
- (6) comprehensive general liability insurance, including contractual liability insurance specifically covering the indemnification obligations of the Master Tenant under the Master Lease, on an occurrence basis against claims for personal injury, including, without limitation, elevators and/or escalators and the sidewalks, driveways and curbs adjacent thereto with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for any policy year with the inclusion of the umbrella insurance in the event of bodily injury or death to any number of persons in any accident.

Reserve Account

Pursuant to the Master Lease, the Trust has established the Reserve Account to make funds available for Capital Expenditures and unanticipated costs in relation to the Property.

The Trust will make an initial contribution to the Reserve Account from the proceeds of the Offering, in the amount of \$4,781,000. The Master Tenant, on behalf of the Trust, will make an annual reserve contribution to the Reserve Account from Supplemental Rent, to the extent available, up to a maximum of \$312,000 per calendar year, determined on an annualized basis. At the end of any calendar year, if the balance in the Reserve Account is less than the Reserve Minimum Balance of \$100,000, the Trust will be required to make a contribution to the Reserve Account so that the Reserve Account contains at least an amount equal to the Reserve Minimum Balance (and if such contribution is not made, the Master Tenant may withhold Additional Rent and Supplemental Rent until the Reserve

Account contains at least an amount equal to the Reserve Minimum Balance). Any interest earned on the funds in the Reserve Account will be retained as additional reserves. Any amount remaining in the Reserve Account upon the sale of the Property will be distributed to the Investors based on their respective pro rata Interests.

Pursuant to the terms of the Master Lease, the dollar amounts of the annual reserve contribution and the Reserve Minimum Balance may be reduced (but not increased) by the Master Tenant in its sole discretion.

Casualty and Condemnation

In the event of a casualty, the Master Tenant will be required to restore the Property, at its sole cost and expense, whether or not the insurance proceeds are sufficient, and in such event, the Master Tenant will not be relieved of its obligation to pay the full Rent under the Master Lease. If a casualty occurs within 12 months of the expiration of the Master Lease, and the cost of restoration exceeds 50% of fair market value of the Property, then, provided the Master Tenant is not in default under the Master Lease and the insurance proceeds are, in the Trust's reasonable judgment, sufficient to restore the Property, the Trust may: (1) require the Master Tenant to complete the restoration; or (2) terminate the Master Lease.

In the event of a total condemnation, the Master Lease will terminate and expire and Rent will be prorated through the termination date. The Master Tenant will have the right to participate and receive the entire award above and beyond the payment of all debt of the Trust and the Trust's original beneficial interest holder's capital up to the amount of the Master Lease Termination Fee, plus the fair market value of the Master Tenant's tangible personal property. In the event of a partial condemnation, the Master Lease may be terminated if the Master Tenant determines that the Property can no longer be used as it was intended. However, if the Master Lease is not terminated, there will not be a reduction in the Rent, except as set forth in the Master Lease, and the Master Tenant, at its sole cost and expense, will be required to restore the Property. The Master Tenant will be entitled to utilize the portion of the award in the condemnation proceedings actually received by the Trust equal to the cost of the restoration and, in the event the cost of the restoration exceeds the award proceeds, the Master Tenant will be required to pay the deficiency.

Assignment and Subletting

Except in certain circumstances as set forth in the Master Lease, the Master Tenant may sell, assign, sublet, pledge, transfer or otherwise dispose of its interest in the Master Lease only with the prior consent of the Trust, which may be withheld for any reason or no reason. The Master Tenant may assign the Master Lease to any subsidiary or affiliate without consent from the Trust, subject to guidelines set forth in the Master Lease. The Trust may assign its rights under the Master Lease to the Springing LLC as part of a Transfer Distribution.

The Master Tenant may sublet the whole or any portion of the Property without the necessity of obtaining the Trust's prior written consent so long as the term of any "**Property Leases**" (defined as any leases or subleases of any or all of the Property on commercially reasonable terms and as permitted pursuant to the terms of the Master Lease, including, but not limited to, the Residential Leases) terminate prior to the term of the Master Lease. The Master Tenant may enter into Property Leases with terms that exceed the term of the Master Lease without the Trust's prior written consent so long as such Property Leases comply with the following provisions: (1) each Property Lease must be deemed by law subject and subordinate to the Master Lease; (2) each Property Lease must be with a bona-fide arm's-length Property Tenant; (3) each Property Lease may not contain any rental concessions or other concessions which are not then customary and reasonable for similar properties and leases in the market area of the Property; (4) the rental rate for each Property Lease must be at least at the market rate then prevailing for similar properties and leases in the market areas of the Property (with due consideration given to the size of the Unit leased); (5) each Property Lease is guaranteed, the Property Tenant under the Property Lease demonstrates sufficient creditworthiness to support the Property Lease payments or the Property Tenant submits a sufficient security deposit to cover the risk; and (6) for net leases, the payment of normal pass-through expenses by the Property Tenant to the Master Tenant.

Termination Rights and the Master Lease Termination Fee

The Master Lease will automatically terminate in the event that the Property is sold or upon the sale of all of the Interests in the Trust, other than to the Investors pursuant to this Memorandum. Upon the termination of the Master Lease, the Master Tenant's rights and obligations in and under all current Property Leases will automatically vest in

the Trust and the Trust will be deemed, without further action required, to have assumed all of the Master Tenant's obligations under the Property Leases from and after the effective date of the termination.

If the Master Lease is terminated (other than in connection with a casualty or condemnation, a sale of the Property or the sale of 100% of the Interests in the Trust, other than to the Investors pursuant to this Memorandum, or a termination arising by reason of a default by the Master Tenant), the Trust will be required to pay the Master Tenant a termination fee (the "**Master Lease Termination Fee**") equal to: (1) the total Gross Income, as defined in the Master Lease, for the preceding three months; less (2) the applicable Rent for such three-month period.

Residential Leases

Each of the Residents has entered into a Residential Lease. In addition, each new Resident will be required to enter into a Residential Lease moving forward.

A sample of the Residential Leases that are used at the Property is available in the Digital Investor Kit. EACH PROSPECTIVE INVESTOR SHOULD REVIEW THE SAMPLE RESIDENTIAL LEASES IN THEIR ENTIRETY, WHICH ARE AVAILABLE IN THE DIGITAL INVESTOR KIT, BEFORE INVESTING. THE FOLLOWING IS A SUMMARY OF SOME OF THE SIGNIFICANT PROVISIONS OF THE RESIDENTIAL LEASES. IT IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE FULL TEXT THEREOF.

Services Provided

Independent Living. Pursuant to the Residential Leases for the independent living Units, Residents are provided with the following services: (1) utilities, excluding telephone service and cable television; (2) use of recreational and other general purpose rooms at the Property, such as dining, living rooms, art and crafts areas, meeting rooms and outdoor areas; (3) social, cultural, spiritual, physical, intellectual and recreational activities for those who wish to participate, some of which may involve additional fees; (4) maintenance of good order and repair in the residence building and all common areas; (5) scheduled transportation, subject to availability, for medical appointments and planned social events; (6) bi-weekly housekeeping services; (7) basic groundskeeping, including lawn service; (8) access to a flexible dining program, and (9) an emergency alert system and smoke detector, monitored 24 hours per day by a third party. A limited number of parking spaces are available for an additional charge. Additional services and amenities are available at an extra charge.

Assisted Living. Pursuant to the Residential Leases for the assisted living Units, Residents are provided with the following services: (1) three meals per day and snacks and beverages; (2) housekeeping on a weekly basis; (3) weekly laundry service; (4) availability of 24-hour assistance; (5) scheduled transportation to planned social and recreational events; (6) assistance in arranging for medical services and other related services; (7) social, cultural, spiritual, physical, intellectual and recreational activities for those who wish to participate; (8) electricity, heat, water, air conditioning and sewer service; (9) use of recreational and other common area amenities located within the Property, including dining and living rooms, arts and crafts areas, and outdoor areas; (10) maintenance of the building and all common areas; (11) basic groundskeeping care, including lawn service; (12) security provided 24 hours each day via locked entrances; and (13) an emergency communication response system, which is monitored 24 hours a day. A limited number of parking spaces are available for an additional charge. Additional services and amenities are available at an extra charge. Additional nursing care, personal services and other services may be provided in accordance with an assessment of the Resident's health and personal care service needs.

Memory Care. Pursuant to the Residential Leases for the memory care Units, Residents are provided with the following services: (1) three meals per day and snacks and beverages; (2) housekeeping on a weekly basis; (3) weekly laundry service; (4) availability of 24-hour assistance; (5) scheduled transportation to planned social and recreational events; (6) assistance in arranging for medical services and other related services; (7) social, cultural, spiritual, physical, intellectual and recreational activities for those who wish to participate; (8) electricity, heat, water, air conditioning and sewer service; (9) use of recreational and other common area amenities located within the Property, including dining and living rooms, arts and crafts areas, and outdoor areas; (10) maintenance of the building and all common areas; (11) basic groundskeeping care, including lawn service; (12) assistance with dressing as needed and bathing up to two times per week; (13) security provided 24 hours each day via locked entrances; and (14) an emergency communication response system, which is monitored 24 hours a day. Additional services and amenities are available at an extra charge. Additional nursing care, personal services and other services may be provided in accordance with an assessment of the Resident's health and personal care service needs.

Term and Termination

The term of each Residential Lease with respect to the independent living Units is month-to-month, until terminated in accordance with the terms of the Residential Lease. The term of each Residential Lease with respect to the assisted living and memory care Units is 12 months, and unless terminated in accordance with the terms of the Residential Lease, the Residential Lease will automatically renew for successive 12-month periods.

Termination by the Residents.

A Resident may terminate a Residential Lease for any reason, with or without cause, by giving 30 days' prior written notice to the landlord with respect to the assisted living and memory care Units and by giving 60 days' prior written notice with respect to the independent living Units. The Resident will be charged rent and other applicable fees until the 30-day or 60-day period, as applicable, has expired or until the Resident vacates the residence and removes all of his or her personal belongings and effects, whichever is later.

A Resident in an independent living Unit may also terminate a Residential Lease if the Resident becomes incapable of providing or fails to provide for their health or personal care needs due to a change in health condition, as verified by a physician in writing, or if the Resident develops a physical or mental condition that creates a danger to the Resident or others verified by a physician in writing. The Residential Lease will terminate (i) upon the Resident's move into a licensed portion of the Property, (ii) 30 days following written notice of the Resident's intent to move, together with physician's verification, or (iii) the date that the Resident vacates the residence and removes their belongings and effects, whichever is later. Any unused portion of the Resident's monthly fee, if any, will be returned to the Resident.

Upon the death of a Resident, or a circumstance where a Resident in an assisted living or memory care Unit is transferred or discharged for an emergency, the Residential Lease will terminate upon the removal of the Resident's personal belongings and effects. Any unused portion of the Resident's monthly fee, if any, will be returned to the Resident's assignee.

Termination by the Landlord. The landlord may terminate a Residential Lease upon 30 days' prior written notice for just cause, as described in the Residential Lease. Additionally, the landlord may immediately terminate a Residential Lease if a Resident's residency creates a serious or immediate threat to his or her safety and welfare, or to the health and safety of staff or other Residents of the Property. Any unused portion of the Resident's monthly fee, if any, will be returned to the Resident.

Security Deposit

Security deposits are not required.

Utilities

Utilities, excluding telephone service and cable television, are included in the services provided to the Residents.

Repairs and Maintenance

Maintenance of the Building and common areas is included in the services provided under the Residential Lease.

Insurance and Indemnification

The landlord is not responsible for loss of or damage to a Resident's personal property, unless such loss or damage is caused by the landlord's negligence or the negligence of the landlord's agents or employees. Each Resident is responsible for providing any insurance to protect against such losses at the Resident's own expense. Residents are encouraged to obtain insurance at his or her own expense to protect the Resident against such losses.

The Residents are required to indemnify, defend, and hold the landlord harmless from, claims, damages, and expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to

property to the extent caused by, resulting from, attributable to, or in any way connected with the Resident's negligent or intentional acts or omissions or that of the Resident's guests.

Assignment and Subletting

A Resident's rights under the Residential Lease are not assignable and a Resident may not sublet its Unit to any other person or entity.

Provider Agreements

The Master Tenant has entered into (or assumed) separate agreements with various third-party vendors pursuant to which such vendors provide certain services to the Residents at the Property, including, but not limited to, agreements with salon and therapy vendors (collectively, the "**Provider Agreements**"). All payments, if any, made to the Master Tenant in connection with such Provider Agreements represent rent for the use of space and are not based on the profits of the vendors that are parties to such Provider Agreements.

SUMMARY OF THE TRUST AGREEMENT

The terms of the Trust are governed by the Trust Agreement, a copy of which is available in the Digital Investor Kit.

As of the date of this Memorandum, the Depositor owns 100% of the beneficial interests in the Trust and is the sole beneficiary of the Trust. As discussed herein, the LCS Affiliate will acquire 2.0% of Interests as part of this Offering.

The Corporation Trust Company, a Delaware corporation, serves as the Delaware Trustee and Inland Mokena Senior Living Exchange, L.L.C., a Delaware limited liability company and an affiliate of IPC, serves as the Signatory Trustee.

The rights and obligations of the Investors and Trustees with respect to the Property will be governed by the Trust Agreement.

EACH PROSPECTIVE INVESTOR SHOULD REVIEW THE ENTIRE TRUST AGREEMENT, A COPY OF WHICH IS AVAILABLE IN THE DIGITAL INVESTOR KIT, BEFORE INVESTING. THE FOLLOWING IS A SUMMARY OF SOME OF THE SIGNIFICANT PROVISIONS OF THE TRUST AGREEMENT. IT IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE FULL TEXT THEREOF.

Purposes and Term of the Trust

The purposes of the Trust are to: (1) acquire and own the Property; (2) enter into or assume and comply with the terms of the Trust Agreement and the Master Lease; (3) conserve, protect, manage and dispose of the Property; and (4) take such other actions as the Trustees deem necessary or advisable to carry out such purposes, subject to any applicable limitations under the Trust Agreement. The term “**Transaction Documents**” is defined in the Trust Agreement as the Trust Agreement and the Master Lease.

The Trust Agreement will terminate on the earlier of (1) December 31, 2076, or (2) the sale or other disposition of the Property.

Authority and Duties of the Trustees

The Trustees have the sole authority to manage, control, dispose of, or otherwise deal with the Trust Property in a manner that is consistent with their duty to conserve and protect the Trust Property. The Trustees are not individually liable for their actions except: (1) in the event of their own willful misconduct or gross negligence; (2) for the inaccuracy of their representation that the Trust Agreement has been authorized, executed and delivered by each of the Trustees; (3) for engaging in any Prohibited Action (as defined herein); (4) for their failure to use ordinary care in disbursing monies to Investors pursuant to the terms of the Trust Agreement; and (5) for their own income taxes based on fees, commissions or compensation received in the capacity of Trustees. The Trustees are indemnified by the Trust from and against any liabilities, losses, claims, suits and expenses (including reasonable legal fees) that may be incurred or asserted against the Trustees in connection with the operation of the Trust or the Trust Property. Such indemnification does not apply, however, if the claim, suit or liability results from any action of the Trustees described in clauses (1) through (5) above. To the fullest extent permitted by law, the Trustees are entitled to advancement of expenses incurred in defending a claim prior to its final disposition, subject to repayment if a court renders a final, non-appealable judgment that the applicable Trustee is not entitled to indemnification.

The duties of the Delaware Trustee are limited to acting as Trustee in the State of Delaware to satisfy the requirement of the Delaware Statutory Trust Act that the Trust have at least one Trustee with a principal place of business in Delaware. All other duties reside with the Signatory Trustee, including, but not limited to: (1) acquiring, owning, conserving, protecting, operating and selling the Trust Property; (2) executing, entering into and/or assuming and complying with the terms of the Master Lease and any other Transaction Documents; (3) collecting rents and making distributions in accordance with the Trust Agreement; (4) entering into any agreement for purposes of completing tax-free exchanges of real property with any Qualified Intermediary, as defined under Section 1031; (5) notifying the relevant parties of any default by them under the applicable Transaction Documents; (6) solely to the extent necessitated by the bankruptcy or insolvency of a tenant, renegotiating the Master Lease or entering into a new lease or leases with respect to the Property or negotiating or financing any debt secured by the Property; (7) entering

into the Asset Management Agreement with the Asset Manager; (8) taking any actions required as part of a Transfer Distribution; (9) consenting to the exercise of any right held by any tenant with respect to the Property, or to any proposed modification of any agreement affecting the Property (other than the Master Lease); provided, however, that any such right to the extent it exists may only be exercised to maintain the value of the Trust Property; and (10) taking any action which, in the reasoned opinion of tax counsel to the Trust, should not have an adverse effect on the treatment of the Trust as an “investment trust” within the meaning of Treasury Regulation Section 301.7701-4(c) or the Depositor as a “grantor” within the meaning of Code Section 671.

The duties of the Signatory Trustee include holding bare legal title to the Property on behalf of the Trust, for the sole and exclusive purpose of satisfying the Illinois state law requirements, that bare legal title to property owned by the Trust be held by a trustee of the Trust. The Signatory Trustee holds only bare legal title to the Property for purposes of compliance with Illinois state law, does not hold any ownership interest in the Property for income tax purposes or for any other legal or equitable purpose other than for purposes of compliance with Illinois state law, and expressly disclaims any ownership or other interest (legal, equitable or otherwise) in the Property other than such interest in bare legal title to such property as is strictly necessary to comply with Illinois state law, it being understood and agreed that all interests in the Property not specifically ascribed in the Trust Agreement to the Signatory Trustee are reserved to and held by the Trust. The Signatory Trustee will have all necessary powers it is required to have under Illinois state law as holder of bare legal title of the Property, including the power and the authority to execute documents with respect to the acquisition, financing, operation and conveyance of the Property.

Compensation to the Trustees

The Trust is required to pay the Delaware Trustee an initial fee, monthly fees, and document execution fees for its services. The Signatory Trustee serves in such capacity without compensation, except for such fees that the Signatory Trustee is entitled to in its role as the Asset Manager, for which it is compensated in that capacity, as described in this Memorandum. See “*Compensation to IPC, its Affiliated Parties and the Property Manager.*”

Limitation on Authority of the Trustees

To protect the tax-free exchange status for the Investors under Section 1031, the Trust Agreement prohibits the Trustees from taking any action to the extent that the effect of taking such action would constitute a power to “vary the investment” of the Investors under Treasury Regulation Section 301.7701-4(c)(1) and Revenue Ruling 2004-86 (any such action a “**Prohibited Action**”). Specifically, the Trustees may not: (1) dispose of the Property and acquire new real property or reinvest any of the monies of the Trust except as provided in the Trust Agreement; (2) enter into new financing or renegotiate the Master Lease or enter into a new lease or leases except in the event of a tenant’s bankruptcy or insolvency; (3) make other than minor non-structural modifications to the Property, other than as required by law; (4) after the formation and capitalization of the Trust, accept any additional capital contributions from any Investor, or any contributions from any prospective new investor; or (5) take any other action that in the reasoned opinion of tax counsel to the Trust should be expected to cause the Trust to be treated as a “business entity” under Treasury Regulation Section 301.7701-3 for federal income tax purposes.

Authority of Investors

Because the Trust Agreement was designed with the intent to meet the parameters of Revenue Ruling 2004-86 issued by the IRS and other relevant regulatory and judicial requirements with respect to the Delaware statutory trust, Investors are not permitted to have any vote over the operation and ownership of the Property. Investors holding a majority of the Interests may remove a Trustee only if the Trustee has engaged in willful misconduct, fraud or gross negligence with respect to the Trust as determined by a final, non-appealable judgment of a court of competent jurisdiction.

Upon the resignation or removal of a Trustee, Investors holding a majority of the Interests may appoint a successor Trustee.

Distributions

The Investors will be entitled, based on their respective Interests, to monthly cash distributions, net of amounts required to pay and reimburse the Trustees and related expenses and retain amounts necessary to pay anticipated ordinary current and future expenses of the Trust. Such cash flow, if available, will be distributed on a

monthly basis. Amounts retained by the Trust may be invested only in certain short-term government obligations or certificates of deposit in banks or trust companies having a minimum stated capital and surplus of \$50,000,000.

Restrictions on Transfer of Interests

No Interest, or any portion thereof, may be assigned, pledged, encumbered or transferred without the prior consent of the Signatory Trustee. The Signatory Trustee's consent to each proposed transfer is subject to the sole discretion of the Signatory Trustee, including without limitation the satisfaction of the following, as determined by the Signatory Trustee in its sole discretion: (1) the proposed transfer's compliance with all applicable securities laws; (2) a determination that the proposed transfer would not result in the Trust having to register as an investment company under the Investment Company Act of 1940, as amended (the "**Investment Company Act**"), or require the Trust or any Trustee to register as an investment adviser under the Investment Advisers Act of 1940, as amended (the "**Investment Advisers Act**"); (3) a determination that the proposed transfer would not cause the Trust Property to become "plan assets" (as defined in the Trust Agreement); (4) the execution by the proposed transferor and transferee(s) of documents to effectuate the transfer that are satisfactory to the Signatory Trustee; and (5) the payment of all expenses related to the proposed transfer by the transferor. See "*Risk Factors – Risks Related to the Offering – There is no public market for the Interests,*" for additional discussion related to the restrictions on transfer.

Property Rights

The Signatory Trustee, on behalf of the Trust, and not the Investors, holds legal title to the Property. The Investors will not be entitled to share in the use of the Property or to any in-kind distribution of the Property.

Sale or Exchange of the Property

The Trust Agreement provides that any sale or other conveyance of the Trust Property or any part thereof by the Signatory Trustee made pursuant to the terms of the Trust Agreement, including but not limited to the contribution of the Trust Property to an operating partnership of a REIT in exchange for OP Units in a transaction structured as a Section 721 Contribution, and the distribution of such sales proceeds or OP Units to the Investors in liquidation of the Trust pursuant to Section 9.01 of the Trust Agreement, will bind the Investors and be effective to transfer or convey all rights, title and interest of the Trustees and the Investors in and to the Trust Property.

The Trust Agreement also provides that, in the event the Signatory Trustee were to dispose of the Property pursuant to an exit strategy consisting of a Section 721 Contribution, it will provide the Investors with the option of receiving either cash consideration or OP Units with an aggregate value equal to the then-fair market value of such Investor's Interests as of the date the Section 721 Contribution. However, the Signatory Trustee will have no obligation to provide this optionality to Investors (and the Investors may receive OP Units only in the Signatory Trustee's sole discretion) if there is a future change in law relating to Section 1031 that eliminates the ability of taxpayers to effectuate a Section 1031 Exchange at the time of the Section 721 Contribution. See "*Risk Factors – Tax Risks – Future legislative or regulatory action could significantly change the tax aspects of an investment in an Interest.*"

Transfer Distribution and Springing LLC

Under the Trust Agreement, if: (A)(1) the Trust Property (as defined in the Trust Agreement) or any portion thereof is subject to a casualty, condemnation, or similar event that is not adequately compensated for through insurance or otherwise sufficient to permit restoration of the Trust Property to the same condition as previously existed or (2) the Signatory Trustee determines that the Investors are at risk of losing all or a substantial portion of their investment; and (B) the Signatory Trustee is prohibited from taking actions to cure or mitigate such events because such action would "vary the investment" of the Investors, the Signatory Trustee may terminate the Trust by converting the Trust into a Springing LLC. If the Trust is converted into a Springing LLC, the Springing LLC will: (i) acquire, by operation of law, contract, or otherwise, the Trust Property subject to the Trust's obligations under the Master Lease; (ii) effect the conversion or exchange of the Investors' ownership interests in the Trust into equivalent membership interests in the Springing LLC; (iii) cause the Signatory Trustee to be designated as the manager of the Springing LLC; and (iv) take all other actions necessary to complete the formation of the Springing LLC in accordance with the Delaware Statutory Trust Act and the Delaware Limited Liability Company Act.

Alternatively, the Signatory Trustee may distribute TIC interests in the Trust Property to the Investors in proportion to their ownership of the Trust, which interests (and the Investors) would be subject to an agency and/or

co-ownership arrangement and other agreements that are in form and substance satisfactory to the Signatory Trustee as determined in its discretion and materially consistent with the terms and conditions set forth in IRS Revenue Procedure 2002-22 or such other IRS guidance as may apply to the treatment of tenancy-in-common arrangements as direct interests in the underlying property for purposes of Section 1031.

As a result of any of the foregoing transactions, actions could be taken to conserve and protect the Property that could not have been taken otherwise.

Investor Liability and Bankruptcy

Investors will not have liability for the debts or obligations of the Trust or any other Investor, whether with respect to the Property or otherwise, and the Trust Agreement will not be terminated by reason of the bankruptcy or insolvency of any Investor.

Tax Status of the Trust

The Trust Agreement provides that the Trust is intended to qualify as an “investment trust” and a “grantor trust” for federal income tax purposes, and not as a partnership or other business entity. Thus, although the Trust is respected as a separate entity for state law purposes, each Investor should be treated as owning a direct interest in the Property for purposes of Section 1031. See “*Federal Income Tax Consequences.*” Each Investor will be required to report his, her or its Interests in the Trust in a manner that is consistent with the foregoing.

Non-Disclosure of Information

Under the Trust Agreement, each Investor will agree to keep confidential and not disclose to any person (except to its employees, attorneys, advisors and other representatives who reasonably need to know and who likewise will agree to keep confidential and not disclose), any of the information furnished or made available to it or otherwise obtained by it from or on behalf of the Trust, without the prior written approval of the Signatory Trustee, except if disclosure is required pursuant to a request the failure with which to comply could result in the imposition of sanctions by a court.

MARKET ANALYSIS AND OVERVIEW

The following marketing information is excerpted from the Appraisal Report from CBRE, Inc., dated January 16, 2026, with respect to the Property (the “**Appraisal**”), a copy of which is available in the Digital Investor Kit. The Appraisal was compiled using data and information obtained from various third-party services. Appraisals, the data used to compile them, and the results that they predict are by definition somewhat subjective and may be subject to various interpretations.

Based upon the foregoing, this information may not accurately reflect or predict all information relevant to the market area or the Property. In addition, the Trust has not independently verified any of the data included in the Appraisal. However, the Trust has revised portions of the Appraisal included in this “*Market Analysis and Overview*” section to eliminate typographical errors, to eliminate duplicative language and to conform to the definitions contained in this Memorandum.

The market analysis and overview for the Property includes:

- a Regional Analysis, which provides an overview regarding the region in which the Property is located;
- a Neighborhood Analysis, which describes the neighborhood in which the Property is located; and
- a Market Analysis.

Regional Analysis

The Property’s general area is considered the Chicago-Naperville-Elgin, IL-IN metropolitan statistical area (the “**Chicago MSA**”).

Population by Age: The Chicago MSA has a population of 9,196,378 and a median age of 39, with the largest population group in the 30-39 age range and the smallest population in 80+ age range.

Population by Year: The population has decreased by 98,301 since 2020, reflecting an annual decrease of 0.3%. The population is projected to decrease by an additional 82,346 by 2029, reflecting -0.2% annual population growth.

Income. The Chicago MSA features an average household income of \$128,243 and a median household income of \$92,735. Over the next five years, median household income is expected to increase by 12.9%, or \$2,384 per annum.

Neighborhood Analysis

The Property is located along the southern boundary of Mokena and is considered a suburban location. Mokena is bordered by Orland Hills to the north, Frankfort to the south, Frankfort Square to the east, and New Lenox to the west. Specifically, the Property’s site is located south of Old Plank Road Trail on Wolf Road. The Property is located approximately 30 miles southwest of the Chicago central business district.

Land Use & Growth Patterns. Immediate uses surrounding the Property are primarily retail and commercial in nature. Residential uses are primarily located along secondary roadways. The Property’s neighborhood contains several recreational uses including various parks and Hickory Creek Preserve. Notable retailers include Mariano’s, Office Depot, Bed Bath & Beyond and Kohl’s and a vibrant retail area which includes many restaurants, coffee and pizza shops, barbers, banks, salons and dentists.

The following table summarizes the area hospitals and their respective distance from the Property:

HOSPITAL SUMMARY		
Hospital	Miles From Subject	Beds
Silver Cross Hospital and Medical Center	6.00	348
Franciscan Health Olympia & Chicago Heights	10.00	119

Source: American Hospital Directory.

Demographics. The following table contains a graphic representation of the current population distribution within the Property’s region.

SELECTED NEIGHBORHOOD DEMOGRAPHICS				
21536 South Wolf Road Mokena, IL 60448	3 Mile Radius	5 Mile Radius	7 Mile Radius	Chicago-Naperville- Elgin, IL-IN Metropolitan Statistical Area
Population				
2029 Population	38,085	95,713	159,469	9,114,032
2024 Population	37,587	93,856	157,574	9,196,378
2010 Population	34,539	86,638	150,724	9,294,679
2000 Population	26,355	64,499	112,421	8,948,739
Annual Growth 2024 - 2029	0.26%	0.39%	0.24%	-0.18%
Annual Growth 2010 - 2024	0.61%	0.57%	0.32%	-0.08%
Annual Growth 2000 - 2010	2.74%	2.99%	2.98%	0.38%
Households				
2029 Households	14,272	35,542	59,305	3,696,517
2024 Households	13,782	34,188	57,460	3,654,999
2010 Households	11,655	29,331	51,098	3,413,076
2000 Households	8,536	21,063	36,518	3,223,998
Annual Growth 2024 - 2029	0.7%	0.8%	0.6%	0.2%
Annual Growth 2010 - 2024	1.2%	1.1%	0.8%	0.5%
Annual Growth 2000 - 2010	3.2%	3.4%	3.4%	0.6%
Income				
2024 Average Household Income	\$161,471	\$157,308	\$154,369	\$128,243
2024 Per Capita Income	\$59,104	\$57,156	\$56,596	\$51,036

CBRE Valuation & Advisory | Senior Housing & Healthcare

Market Analysis

Competitive Properties. Comparable properties were surveyed in order to identify the current occupancy within the competitive market. The comparable data is summarized in the following table:

SUMMARY OF COMPARABLE COMMUNITY RENTALS					
No.	Name	Miles from Subject	Base Rate IL	Base Rate AL	Base Rate MC
1	Cedarhurst of Frankfort	0.2	-	\$7,150 - \$8,500	-
2	The Cottages of New Lenox	4.0	-	\$6,895 - \$7,000	\$8,150
3	Smith Crossing	4.3	\$3,435 - \$4,138	\$7,411 - \$12,033	\$9,525
4	Evergreen Senior Living	4.3	-	\$5,300 - \$8,525	\$8,800
5	Bickford of Tinley Park	6.8	-	\$5,337 - \$6,710	\$7,908
6	Brookdale Orland Park	7.3	-	\$5,375 - \$6,330	\$5,375 - \$6,330
7	Marian Village	8.2	\$2,755 - \$4,360	\$6,730 - \$7,550	\$9,785
8	Sunrise Villa Olympia Fields	9.6	\$2,400 - \$4,400	\$3,850 - \$4,240	-
Subject Clarendale of Mokena		-	\$3,449 - \$4,249	\$4,599 - \$5,949	\$6,499 - \$7,649

Source: CBRE VIEW Database

Comparable Sales. The following table summarizes the comparable data used in the valuation of the Property.

SUMMARY OF COMPARABLE SALES										
No	Name	Transaction		Year Built	Rev. Units	Adjusted Sale Price ¹	Price Per Rev. Unit ¹	Occ.	NOI Per Rev. Unit	OAR
		Type	Date							
1	Lifespark Wisconsin Portfolio Fort Atkinson, WI	Sale	Sep-25	2016	393	\$146,500,000	\$372,774	93%	\$26,382	7.08%
2	Traditions of Lebanon Lebanon, OH	Sale	Jul-25	2021	146	\$62,050,000	\$425,000	95%	\$27,625	6.50%
3	Harmony Portfolio - 3 Pack Brentwood, TN	Sale	Apr-25	2020	562	\$238,000,000	\$423,488	93%	\$28,849	6.81%
4	SilverCreek on Main Maple Grove, MN	Sale	Feb-25	2014	288	\$120,250,000	\$417,535	93%	\$27,140	6.50%
5	Clarendale Ann Arbor Ann Arbor, MI	Sale	Dec-24	2020	152	\$66,250,000	\$435,855	96%	\$27,994	6.42%
6	Brightview 5-Pack Devon, PA	Sale	Aug-24	2019	742	\$420,000,000	\$566,038	95%	\$39,748	7.02%
Subject										
	Clarendale of Mokena, Mokena, IL	---	---	2015	156	---	---	92%	\$31,213	(Est)

¹Transaction amount adjusted for cash equivalency and/or deferred maintenance (where applicable)
Compiled by CBRE

ACQUISITION OF THE PROPERTY

Acquisition of the Property

The Trust acquired the Property on February 25, 2026, from the Seller, a third party unaffiliated with IPC, for a purchase price of \$72,000,000. The Seller is an affiliate of the Property Manager.

The Trust funded the acquisition of the Property with cash provided as a capital contribution from the Depositor.

Seller Arrangements and Agreements

Liability Holdback Escrow Agreement

The PSA limits the Seller's liability to the Trust. Specifically, the PSA provides that the Seller's total liability to the Trust with respect to any and all misrepresentations, breaches and defaults by the Seller under the PSA or any other documents or instruments executed by the Seller and delivered at the closing of the Trust's acquisition of the Property will not exceed the Cap Amount of \$1,000,000. See "*Risk Factors – Risks Related to the Property – The Trust has limited recourse against the Seller*" for additional discussion.

In order to secure and facilitate the payment of any successful claims against the Seller, at the closing, the Trust, the Seller and Chicago Title Insurance Company, as escrow agent (the "**Escrow Agent**"), entered into a liability holdback escrow agreement (the "**Escrow Agreement**"). Pursuant to the Escrow Agreement, the Seller deposited with the Escrow Agent \$1,000,000 (the "**Escrow Amount**"), which is equal to the Cap Amount.

The Escrow Amount, together with all amounts earned on the Escrow Amount (collectively, the "**Escrow Funds**") will be held by the Escrow Agent and remitted to the party entitled to the Escrow Funds as described below.

- (1) If, on or prior to termination of the Escrow Agreement, the Trust claims to be entitled to payment of all or any portion of the Escrow Funds, the Trust may give to the Escrow Agent and Seller a written loss notice (a "**Loss Notice**") setting forth in reasonable detail the nature of the claim, the amount of such losses and damages (the "**Payment Amount**") and the provision of the PSA on which the claim is based.
- (2) Within 10 days of the Loss Notice, (i) the Seller will give written notice to the Escrow Agent to remit the Payment Amount to the Trust, or (ii) if the Seller believes, in good faith, that the Trust is not entitled to all or a portion of the Payment Amount, it may deliver a written dispute notice (a "**Dispute Notice**"). If, within the 10 day period, the Seller fails to deliver a Dispute Notice, then the Loss Notice will be deemed correct, and if the Seller fails to instruct the Escrow Agent to remit the Payment Amount to the Trust, then the Trust may send payment instructions to the Escrow Agent and the Escrow Agent will immediately release the Payment Amount.
- (3) If the Seller delivers a Dispute Notice within such 10-day period, then the Trust and the Seller will attempt in good faith to resolve the disagreement as soon as practicable. Upon receipt of the Dispute Notice, the Escrow Agent will set aside the disputed portion of the Payment Amount (the "**Disputed Amount**"), to be held by the Escrow Agent until its distribution pursuant to the terms of the Escrow Agreement.
- (4) After expiration of the nine-month period that commenced on February 25, 2026 (the "**Escrow Period**"), the Seller may deliver a written instruction requesting that the Escrow Agent disburse the then-available Escrow Funds less any Disputed Amount or portions claimed by the Trust under a Loss Notice. The Trust will have five days to object, after which the Escrow Agent will comply with the Seller's written instruction, to the extent sufficient Escrow Funds are available.
- (5) The Escrow Agent will have the right at any time to deposit the Escrow Funds with a court of competent jurisdiction in Illinois. Upon such deposit, the Escrow Agent will be relieved and discharged of all further obligations and responsibilities under the Escrow Agreement.
- (6) With respect to any Disputed Amount held by Escrow Agent after expiration of the Escrow Period, the Trust may file and serve an action against the Seller with respect to a Loss Notice or Dispute Notice in the jurisdiction and venue required under the PSA within 90 days of expiration of the Escrow Period. If

the Trust fails to timely file and serve such action within such 90-day period, the Escrow Agent will remit to the Seller such Disputed Amount.

- (7) When all monies held by the Escrow Agent have been fully and finally distributed, the Escrow Agreement will terminate.

Bridge Loan

In connection with funding the purchase price of the Property, IPC obtained the Bridge Loan in the amount of \$35,587,200 from the Bridge Lender. The Bridge Loan is structured as an advance from a line of credit from the Bridge Lender to IPC.

IPC is required to pay off the Bridge Loan out of the net proceeds of the Offering as the Investors purchase Interests and the Depositor's capital contribution is returned (and in turn, returned to IPC), although there are no restrictions against IPC using other funds to do so. No Investor will be allocated a portion of the liability for the Bridge Loan in connection with his, her or its purchase of an Interest.

The Property is not, and will not be, encumbered with any permanent debt. Security for the Bridge Loan consists of a Negative Pledge Agreement entered into by IPC and the Signatory Trustee which prohibits the recordation of any lien or encumbrance against the Property (consistent with the restrictions set forth in the Trust Agreement) until the Bridge Loan is repaid in full. In addition, if IPC defaults under the Bridge Loan, the Trust will be required to record a mortgage against the Property. Accordingly, the Investors could suffer adverse consequences from the exercise of rights of the Bridge Lender with respect to the Bridge Loan. See "*Risk Factors – Risks Related to the Property – The Investors could suffer adverse consequences from the exercise of rights of the Bridge Lender in respect of the Bridge Loan that was made to IPC in connection with the acquisition of the Property.*"

ASSET MANAGEMENT

Inland Mokena Senior Living Exchange, L.L.C., an affiliate of IPC, serves as the Asset Manager pursuant to the Asset Management Agreement. A copy of the Asset Management Agreement is available in the Digital Investor Kit. The Asset Manager also serves as the Signatory Trustee of the Trust under the Trust Agreement.

The Trust has entered into the Asset Management Agreement with the Asset Manager for the management of the Trust's day-to-day operations, including, but not limited to: reviewing all performance and financial information related to the Property; conducting relations with, and supervising services performed by, lenders, consultants, accountants, brokers, third-party asset managers, attorneys, underwriters, appraisers, insurers, corporate fiduciaries, banks, builders and developers, sellers and buyers of assets, among others; providing loan payment services in connection with any loan; preparing financial reports for any lender; managing the Reserve Account; providing bookkeeping and accounting services and maintaining the Trust's books and records; administering monthly cash distributions; communicating with Investors, brokers, dealers, financial advisors and custodians; and undertaking and performing all services or other activities necessary and proper to carry out the Trust's investment objectives, including providing secretarial, clerical and administrative assistance for the Trust.

The Asset Management Agreement has a 10-year term and will thereafter automatically renew for successive one-year periods. The Asset Management Agreement may be terminated by either party, prior to the termination date or the expiration of any renewal term, for a default under the Asset Management Agreement, subject to customary cure periods. Additionally, either party may terminate the Asset Management Agreement in the event of a sale or exchange of the Property or a sale or exchange of 100% of the Interests in the Trust, other than to the Investors pursuant to this Memorandum.

The Trust is required to pay the Asset Manager certain fees, as discussed in "*Compensation to IPC, its Affiliated Parties and the Property Manager – Asset Management Fees.*" The Asset Manager may decide, in its sole discretion, to be paid an amount less than the total amounts to which it is entitled under the Asset Management Agreement, and any excess amount that is not paid may, in the Asset Manager's sole discretion, be waived permanently or, as applicable, deferred or accrued, without interest, to be paid at a later point in time.

The sole member of the Asset Manager is IPC. IPC's officers and directors are set forth below.

<u>Name</u>	<u>Age*</u>	<u>Position and Office</u>
Matthew Fries	53	Chairman, Chief Executive Officer and President
Joseph E. Binder	43	Director and Executive Vice President
Ella S. Neyland	71	Director
Robert H. Baum	82	Director
Anthony Chereso	63	Director
Cathleen M. Hrtanek	49	Director
Catherine L. Lynch	67	Director
Shoba Rajanahally	63	Director
Kristin A. Orlando	48	Secretary
Dione K. McConnell	55	Senior Vice President
Marianne K. Szalkowski	46	Controller/Senior Vice President
Nicole T. Wortman	49	Senior Vice President
Daniel W. Zatloukal	45	Senior Vice President
Philip M. McAlister	40	Senior Vice President
Venton J. Carlston	68	Director of Property Accounting/Vice President
Kyle A. Prokup	33	Vice President
Kristina M. Stortz	51	Vice President

*As of January 1, 2026

Matthew Fries has served as Chief Executive Officer, President and Chairman of the Board of IPC, as well as the Chief Executive Officer, President and Chairman of the Board of Inland Investments, since February 2026.

Mr. Fries is responsible for leading the execution of Inland Investments' long-term business strategy and oversees Inland Investments' public and private investment platforms.

Prior to joining Inland, Mr. Fries had served as Head of Investment Products and Partner Solutions at Cetera Financial Group since 2024 and Head of Product Due Diligence and Complex Product Suitability from 2015 to 2024. At Cetera, Mr. Fries oversaw product due diligence, product management, and Cetera Financial Group's strategic partner program. Mr. Fries served as the Chief Operating and Investment Officer for Questar Capital from 2007 to 2015, where he was responsible for operational and investment functions and developed company strategies and management tactics. Earlier in his career, he was the Sales and Practice Development Manager for Securian Financial Services.

Mr. Fries holds a B.A. in Economics and History from the University of Notre Dame and Master's degrees from both the University of Wisconsin (MA) and the University of Minnesota (MBA). He holds Series 4, 7, 24, 53, 55 and 63 Securities Licenses.

Mr. Fries currently serves on the board of ADISA, served as Chair of the IPA and on the Alternative Investments Roundtable for the Securities Industry and Financial Markets Association (SIFMA).

Joseph E. Binder has been a Director of IPC since January 2025 and IPC's Executive Vice President of Acquisition Structure and Finance since January 2019. Mr. Binder also is the Chief Investment Officer of The Inland Real Estate Group, LLC, a position he assumed in December of 2024. As CIO of The Inland Real Estate Group, LLC, Mr. Binder is responsible for managing and executing Inland's investment strategies and capital markets activities and related strategic transactions. Mr. Binder joined Inland in 2008 and has served as a senior member of the IPC management team leading the underwriting, due diligence, and structuring of its acquisitions, along with all debt capital market transactions and corporate lines of credit. In his time with IPC, Mr. Binder has overseen transactions in excess of \$14 billion in investment real estate across nearly all asset types and a variety of investment structures and joint ventures. As a member of IPC's leadership team, he participates in structuring credit facilities and directing the company's long term strategic plans. Mr. Binder also serves as Chief Capital Officer of ALT REIT while managing an experienced 10-person team that supports the entire Inland enterprise. Mr. Binder received a bachelor degree in finance from the University of Wisconsin at Whitewater and began his career in 2004 working in commercial real estate brokerage, followed by work in the commercial mortgage-backed securities industry. Mr. Binder holds an Illinois Real Estate Broker's license. He is also a member of the ICSC, MBA, ULI and National Multifamily Housing Council.

Ella S. Neyland has been a Director of IPC since October 2025. Ms. Neyland also serves as the Chair of the Board of ALT REIT.

Prior to her appointment as Chair of ALT REIT, Ms. Neyland had served as an independent director of ALT REIT since August 2023. Outside of Inland, Ms. Neyland most recently served as Chief Operating Officer and a member of the board of directors of Independence Realty Trust, positions she held from December 2021 through December 2022. Until its merger with Independence Realty Trust, Ms. Neyland served in various roles at Steadfast Apartment REIT, Inc., including President from September 2013 to December 2021, Chief Financial Officer and Treasurer from June 2020 to December 2021 and as an affiliated director from August 2013 to December 2021. Ms. Neyland also served as President and affiliated director of Steadfast Income REIT, Inc., positions she held from October 2012 through March 2020. Prior to joining the Steadfast Apartment REIT, Ms. Neyland served in various roles as advisor and founder of several privately owned medical services related companies from 2004 to 2011. From 2001 to 2004, Ms. Neyland was the Executive Vice President, Treasurer and head of Investor Relations for UDR. Prior to 2001, Ms. Neyland worked for various banks including CIBC and Frost Bank and also worked for Lincoln Property Company initially in charge of their debt restructuring and then lead their multifamily finance group. For six years she served on the board of the IPA (the Institute for Portfolio Alternatives) and in 2019 was elected as the first female chair in its 33- year history. She has served on the board of directors of Westwood Financial since September 2022. She is a member of the ULI Silver Multi-family council and has served as the Co-Chair. She has also served on the Board of Directors of NMHC, the National Multifamily Housing Council. Ms. Neyland received her B.S. in Finance from Trinity University.

Robert H. Baum was appointed a Director of IPC in October 2019. Mr. Baum has been with The Inland Real Estate Group, LLC and its affiliates since their inception and is one of the four original principals. He is a Vice Chairman, Executive Vice President and General Counsel of The Inland Real Estate Group, LLC. In his capacity as General Counsel, Mr. Baum is responsible for the supervision of the legal activities of The Inland Real Estate Group,

LLC and its affiliates. This responsibility includes the supervision of the Inland Law Department and serving as liaison with outside counsel.

Following his graduation from Northwestern University School of Law in 1967, and while awaiting his bar examination results, Mr. Baum took a teaching position in the Chicago Public School System where he met three other teaching associates who together with him became the founding principals of Inland. In 1968, he began his practice of law with a private law firm in Chicago where he practiced labor and real estate law and served as Inland's outside counsel. In January 1973, Mr. Baum joined Inland on a full-time basis as its General Counsel, a position he has held since that time.

Mr. Baum has been admitted to practice before the Supreme Court of the United States, as well as the bars of several federal courts of appeals and federal district courts and the State of Illinois. He is also an Illinois licensed real estate broker. He has served as a director of American National Bank of DuPage and Inland Bank & Trust, and currently serves as a director of Inland Bancorp, Inc., a bank holding company.

Mr. Baum has served as a member of the North American Securities Administrators Association Real Estate Advisory Committee and as a member of the Securities Advisory Committee to the Secretary of State of Illinois. He is a member of the American Corporation Counsel Association and The Private Company General Counsel Group. He has also been a guest lecturer for the Illinois State Bar Association and the Northwestern University School of Law. In 2019, *Crain's Chicago Business* honored and recognized Mr. Baum in the publication's first annual listing of Notable General Counsels. In 2023, the *Illinois Real Estate Journal* awarded Mr. Baum with its Lifetime Achievement Award.

Mr. Baum is a member of the Board of Trustees of Window to the World Communications, Inc., Chicago's premier public media organization that creates and presents unique content for television (WTTW, Channel 11), radio (WFMT, 98.7 FM) and digital media.

Mr. Baum is also a Lifetime Trustee and has served as a member of the Board of Directors of Wellness House, a charitable organization that helps cancer patients and their families and close relationships improve the quality of their lives by providing programs emphasizing emotional support and information as a vital complement to medical treatment, all for no charge. He is also a Governing Member of the Chicago Symphony Orchestra and underwrites a scholarship for the keyboardist position of the Civic Orchestra of Chicago. He is also a past member of the Men's Council of the Museum of Contemporary Art in Chicago. In addition, Mr. Baum was named a Paul Harris Fellow by The Rotary Foundation of Rotary International, and he has recently become a Member of The Northwestern Pritzker School of Law's Dean's Circle.

Anthony Chereso has served as one of IPC's Directors since February 2024. Mr. Chereso serves as Chief Executive Officer and President of The Inland Real Estate Companies, LLC, which is part of The Inland Real Estate Group of Companies, Inc., a position in which he has served since January 2024. Mr. Chereso joined Inland in July 2022 as the chief financial officer and has over 30 years of experience in finance, tax, audit, commercial real estate, capital markets and the alternative investment industry.

Mr. Chereso also serves on the boards of directors of numerous Inland entities, including ALT REIT (as a director from January 2024 to October 2025, and since January 2026) and its advisor (since August 2023), Inland Real Estate Income Trust, Inc. (since November 2025) and its business manager (since May 2025), Inland Real Estate Investment Corporation (since February 2024), Inland Securities Corporation (since May 2025), and Inland Real Estate Acquisitions, LLC (since February 2023 and as Chairman since January 2025).

Prior to joining Inland, Mr. Chereso worked as President and Chief Executive Officer of the Institute for Portfolio Alternatives ("IPA"), the foremost alternative investment trade association, where he was the leading voice for critical legislative and regulatory issues with an unwavering commitment for the advancement of the alternative investment industry. Under his leadership, the IPA was intimately involved in the drafting of the Treasury rules for Qualified Opportunity Zones and invited to The White House when signed into law. Previously, he co-founded and served as President and Chief Executive Officer of FactRight, a leading third-party independent securities due diligence and research firm and has held roles in capital markets at various real estate investment companies. Additionally, he worked in corporate finance, tax, and audit with Verizon Communications (formerly GTE) for nearly 20 years.

Mr. Chereso The Board of Directors for organizations whose missions align with his passions including: The Real Estate Roundtable; NAREIT Public Non-Listed REIT Council, Better Government Association of Chicago and the 100 Club of Illinois, serving families of first responders killed in the line of duty. As an industry leader, Mr. Chereso is an active supporter of many associations including the United States Chamber of Commerce, National Association of REALTORS®, NAREIT, ADISA and the IPA. Mr. Chereso is a graduate of the DePaul University School of Business and was recognized as a distinguished instructor for the Institute of Internal Auditors.

Cathleen M. Hrtanek has served as one of IPC's Directors since February 2024. Ms. Hrtanek joined Inland in 2005 and is currently Chief Operating Officer of The Inland Real Estate Group, LLC, a position she assumed in May 2024 after most recently holding the titles of Associate General Counsel and Senior Vice President. Ms. Hrtanek has served as a Director of Inland Securities Corporation since February 2024 and as a member of the Board of Managers of ALT REIT since February 2024. Ms. Hrtanek has served as the Secretary of Inland Real Estate Income Trust, Inc. ("**IREIT**") since August 2011 and as the secretary of its business manager from August 2011 to December 2024 and as the Secretary of InPoint Commercial Real Estate Income, Inc. ("**InPoint**") since March 2022, its Assistant Secretary from August 2016 to March 2022 and Secretary of its advisor from August 2016 to December 2024. Ms. Hrtanek also served as the Secretary of Inland Diversified Real Estate Trust, Inc. from September 2008 to July 2014 and its business manager from September 2008 to March 2016, and as the Secretary of IPC from August 2009 to May 2017. Prior to joining Inland, Ms. Hrtanek had been employed by Wildman Harrold Allen & Dixon LLP in Chicago, Illinois starting in September 2001. Ms. Hrtanek has been admitted to practice law in the State of Illinois and holds a bachelor degree in Political Science and French from the University of Notre Dame and a J.D. from Loyola University Chicago School of Law.

Catherine L. Lynch serves as a Director of IPC. Ms. Lynch joined Inland in 1989 and has been a director of The Inland Group, LLC since June 2012. She serves as the Treasurer and Secretary (since January 1995), the Chief Financial Officer (since January 2011) and a director (since April 2011) of Inland Investments and as a director (since July 2000) and Chief Financial Officer and Secretary (since June 1995) of Inland Securities Corporation. She has served as a director and as the Chairperson of the Board of IREIT since May 2025; she previously held the positions of Chief Financial Officer and Treasurer of IREIT from April 2014 to May 2025, and as a director of its business manager from August 2011 to May 2025. Ms. Lynch has also served as Chief Financial Officer and Treasurer of InPoint since October 2016, and as Chief Financial Officer and Treasurer of InPoint's advisor since August 2016. She served as Chief Financial Officer of Inland Residential Properties Trust, Inc. and as the Chief Financial Officer of its business manager from December 2013 to October 2019, as a director and Treasurer of Inland Investment Advisors, Inc. from June 1995 to December 2014, as a director and Treasurer of Inland Institutional Capital Partners Corporation from May 2006 to December 2014, as Treasurer of Inland Capital Markets Group, Inc. since January 2008. Ms. Lynch worked for KPMG Peat Marwick LLP from 1980 to 1989. Ms. Lynch received her bachelor degree in accounting from Illinois State University in Normal. Ms. Lynch is a member of the American Institute of Certified Public Accountants and the Illinois CPA Society. Ms. Lynch also is registered with FINRA as a financial operations principal.

As a strong believer in the benefits of mentoring, she was a founding member of the Women's Initiative Network at Inland, a structured program that offers educational opportunities and career advice for employees, and is an active mentor for several women in the Inland organization.

Shoba Rajanahally has served as a Director of IPC since January 2022. Ms. Rajanahally also is the Executive Vice President/Chief Risk Officer for The Inland Real Estate Group, LLC and is a Manager of the Property Manager. Ms. Rajanahally began her career at Inland as an independent insurance consultant in 1994 and subsequently joined the company in 1996 as a senior risk analyst. She was promoted to President of Inland Risk and Insurance Management Services, LLC in 2006 and currently oversees the risk management operations which provide consultation, insurance procurement, claims management and administrative services as required by the Inland entities. Ms. Rajanahally and her team have been responsible for managing diversified real estate assets in excess of \$25 billion and servicing a Captive insurance company, a bank holding company, land and condo development companies, construction entities, property management companies, association captive, and tax-deferred property exchanges. Along with servicing the entities, Ms. Rajanahally, in conjunction with the senior risk team members, identifies and evaluates the risk exposures, and actively markets the property/casualty, medical/dental benefits, worker's compensation, directors and officers, fidelity, cyber liability and professional errors and omissions insurance.

Prior to joining Inland, Ms. Rajanahally was a consultant and worked on projects for AAR, Centel, and Sears Mortgage Corporation. Her career in real estate began in 1986 when she worked at Balcor as a risk management

analyst. Ms. Rajanahally holds an Associate Risk Management designation and is a licensed property/casualty and life/health producer. She obtained her master of business administration degree from Loyola University of Chicago and bachelor of arts degree in Economics from the University of Chicago. Ms. Rajanahally is an active member and mentor of Risk and Insurance Management Society, Inc. (“RIMS”) and serves on the RIMS National Nominating and Governance Committee. She is a strong believer in the benefits of mentoring and is involved with the Education Committee that works with students and rising risk professionals. Ms. Rajanahally is also a member of the Women’s Initiative Network at Inland, a structured program that offers educational opportunities and career advice for employees. She has also been an active member of the Chubb Real Estate and Hospitality Advisory Board since its inception as well as AIG’s Client Advisory Board in past years is a member of the Chubb Real Estate and Hospitality Advisory Board and AIG’s Client Advisory Board.

Kristin A. Orlando is the Secretary of IPC. Ms. Orlando joined the law department of The Inland Real Estate Group, LLC in October 2012, and is currently Associate General Counsel and Senior Vice President. In her capacity as Associate General Counsel, Ms. Orlando represents funds sponsored by Inland Investments and its affiliates on corporate, securities and regulatory matters. She also represents other entities within The Inland Real Estate Group of Companies that are in the business of real estate securities. Ms. Orlando serves as the corporate secretary of IPC (since May 2017), as the corporate secretary of the advisor to InPoint (since January 2025) and of the business manager to IREIT (since January 2025). Prior to joining Inland, Ms. Orlando had been employed by the law firm Shefsky & Froelich (now Taft Stettinius & Hollister LLP) in Chicago, Illinois, in the Corporate and Securities practice group, since 2004. She is admitted to practice law in the State of Illinois. Ms. Orlando received her bachelor degree from Northwestern University in Evanston, Illinois and her law degree from Chicago-Kent College of Law.

Dione K. McConnell is a Senior Vice President of IPC. Ms. McConnell joined IPC in December 2012 and oversees investment operations. Ms. McConnell is also a member of IPC’s CEO Council. Prior to working with IPC, Ms. McConnell was Vice President of Investor Relations for Retail Properties of America, Inc., a publicly traded real estate investment trust (NYSE: RPAI), from 2007 to 2012. Ms. McConnell has worked with various other companies related to Inland for over 25 years, serving in many capacities in its meeting facility and investment groups, including serving as Assistant Vice President of Inland Investments from 2000 until 2005 and as Vice President of Investor Relations of Inland Retail Real Estate Trust, Inc. from 2005 until it was acquired in 2007. She received her bachelor degree in marketing from Ball State University in Muncie, Indiana.

Marianne K. Szalkowski is Senior Vice President, Controller – Portfolio Accounting of IPC. Ms. Szalkowski joined IPC in 2003 and is currently involved in all aspects of IPC accounting including acquisitions, financing, property operations and preparation of year-end tax information. She received her bachelor degree in accounting and her master’s degree in taxation from Northern Illinois University. Ms. Szalkowski is a Certified Public Accountant.

Nicole T. Wortman currently serves as IPC’s Senior Vice President – Finance, Controller & Treasurer. Ms. Wortman joined IPC in May of 2014 and previously held the positions of Assistant Controller and Vice President – Director of Accounting Software and Technology, Senior Accountant and Assistant Vice President Assistant Treasurer. Prior to joining IPC, Ms. Wortman worked for real estate companies including Turner Construction, CB Richard Ellis, CMD Realty Investors, MHPI and American Manufactured Communities REIT. She currently oversees IPC’s cash management functions and is involved in all aspects of IPC accounting with a focus in accounting software and streamlining processes and procedures. Ms. Wortman received her bachelor degree in accounting from DePaul University.

Daniel W. Zatloukal has served as Senior Vice President of IPC since 2014. Mr. Zatloukal also serves as the Executive Vice President for Inland Investments Asset Management, as well as the Senior Vice President of IREIT, positions he had held since July 2017 and December 2021, respectively, and reports directly to the Chief Executive Officer of Inland Investments. In his role as Executive Vice President for Inland Investments Asset Management, Mr. Zatloukal is responsible for overseeing the asset management function for Inland Investments. Mr. Zatloukal also served as the President of Inland Commercial Real Estate Services LLC and Inland Venture Real Estate Services, LLC from May 2016 through June 2017, and as Executive Vice President of ALT REIT since June 2023.

Mr. Zatloukal rejoined IPC in February 2013 after previously working for IPC from 2004 through 2007 in the structuring and financing department. Prior to rejoining Inland, Mr. Zatloukal served as Vice President of Capital

Markets at Jones Lang LaSalle in Atlanta from 2007 through 2013. Mr. Zatloukal received his bachelor degree in finance from the University of Illinois at Urbana-Champaign.

Philip M. McAlister currently serves as Senior Vice President and Head of Research, positions he has held since January 2024. Mr. McAlister has overseen the underwriting and modeling of potential acquisitions since 2016, during which time IPC has acquired over \$8 billion in investment real estate. Mr. McAlister has played an instrumental role in the company's expansion into the self-storage, hospitality, student housing, and senior housing sectors. In his current role, Mr. McAlister also conducts macroeconomic, submarket and sector-specific research in support of IPC's acquisition strategy. Mr. McAlister joined IPC in 2014, after several years in the commercial lending space. He holds a bachelor degree in finance and economics from Elmhurst University.

Venton J. Carlston currently serves as Director of Investor Reporting and Vice President of IPC. Prior to working with IPC, Mr. Carlston had been the Vice President and Controller of Inland Retail Real Estate Trust, Inc. Mr. Carlston joined Inland Investments in February 1986. In 1994, Mr. Carlston became Controller of Inland Securities Corporation and Assistant Controller of Inland Investments. He received his bachelor degree in accounting from Southern Illinois University. Mr. Carlston is a Certified Public Accountant.

Kyle A. Prokup currently serves as Vice President – Investment Product Strategy, a position he has held since March 2023. In his current role, Mr. Prokup is responsible for developing investment product strategy, maintaining strategic relationships and executing on the company's various capital raising initiatives. Mr. Prokup works closely with IPC's acquisition, underwriting and due diligence teams in an effort to support IPC's product offerings in the marketplace. Prior to joining IPC in 2018, Mr. Prokup served in several capacities at Inland Securities Corporation, where he supported capital raise initiatives across a number of Inland Investments-affiliated offerings. Mr. Prokup received his bachelor degree in finance from DePaul University and holds Series 7 and 63 licenses with FINRA.

Kristina M. Stortz is a Vice President of IPC. Ms. Stortz also holds the position of Vice President – Director of Investment Diligence and Structure of The Inland Real Estate Group, LLC, a position she assumed in July 2025 after joining The Inland Real Estate Group, LLC in December 2024. Ms. Stortz is responsible for managing investment due diligence, acquisition structure, and overseeing preparation and finalization of Inland's private placement offerings. Ms. Stortz joined Inland in April 2007 and previously held the positions of Senior Accountant, Financial Analyst, Senior Financial Analyst, Private Placement Structuring Manager and Assistant Vice President at IPC. Ms. Stortz also previously held various accounting roles at Inland Retail Real Estate Trust, Inc. from 2004 until it was acquired in 2007. She received her bachelor degree in finance from Benedictine University (f/k/a Illinois Benedictine College). Ms. Stortz holds the Series 79 license with FINRA.

PROPERTY MANAGEMENT

Life Care Services LLC, d/b/a Life Care Services[®], an Iowa limited liability company and a third party unaffiliated with IPC, serves as the Property Manager of the Property in accordance with the Property Management Agreement.

The Property Management Agreement and Other Arrangements

Property Management Agreement

The Master Tenant and the Property Manager have entered into the Property Management Agreement, a copy of which is available in the Digital Investor Kit.

Pursuant to the Property Management Agreement, the Property Manager is responsible for serving as the manager of the Property, operating the Property in the same manner as is customary and usual in the operation of comparable senior living facilities operated or owned by the Property Manager (which include assisted living and memory care facilities), which includes, among other things, preparing a marketing plan and strategy for the Property; establishing and maintaining a system of financial controls for the Property; recruiting, employing, hiring and training of staff; maintaining the Property in good repair and condition; providing access to national contracts for certain services and supplies; providing compliance support with respect to federal and state statutes and regulations; providing access to participate in the Property Manager's affiliate's group property and casualty insurance program; maintaining certain insurance coverages; and maintaining an operating account. The Property Manager is also responsible for issuing both annual and monthly reports to the Master Tenant.

The Property Management Agreement has an Initial Term of seven years, which commenced on February 25, 2026 and will expire on February 24, 2033, and will automatically renew for successive one-year periods thereafter. The Property Management Agreement may be terminated as follows: (1) by either party at any time without cause by giving 120 days' prior written notice to the other party; (2) by either party in the event of certain bankruptcy events, as specified in the Property Management Agreement; (3) by either party in the event of certain breaches by the other party of the Property Management Agreement, as specified in the Property Management Agreement; (4) by the Master Tenant in the event of a casualty or condemnation of the Property; and (5) by either party in connection with a sale of the Property to an unrelated third party upon at least 60 days' prior notice.

The Master Tenant is responsible for paying the Property Manager certain fees, as discussed in "*Compensation to IPC, its Affiliated Parties and the Property Manager – Property Management Fees.*"

Disposition Services Agreement

In connection with the acquisition of the Property, the Trust entered into the Disposition Agreement with the Property Manager, a copy of which is available in the Digital Investor Kit.

The Disposition Agreement provides for the Property Manager to consult with the Trust and furnish advice and recommendations with respect to the proposed disposition of the Property. In consideration of such services, the Trust has agreed to pay the LCS Disposition Fee to the Property Manager upon the Disposition of the Property. The LCS Disposition Fee is discussed in "*Compensation to IPC, its Affiliated Parties and the Property Manager – LCS Disposition Fee.*"

Property Management Team

The names and biographies of the senior management team of LCS, including certain executives with the LCS Family of Companies, are set forth below. See "*Frequently Asked Questions – What is Life Care Services LLC?*" for additional discussion regarding the Property Manager.

Chris Bird, President and Chief Executive Officer of the LCS Family of Companies. As Chief Executive Officer of LCS, Mr. Bird is responsible for executing the business strategy across all business lines in the LCS Family of Companies. Mr. Bird provides leadership and direction for business growth, service excellence, and enhancing the company's stability and value among financial partners, property owners, and other stakeholders in the senior living field. Mr. Bird joined LCS in 2018 and brings over 25 years of experience in operations and marketing, new business

development, fostering capital partner relationships, and leadership of both Life Plan and Rental Communities across the country. Today, he is responsible for the oversight of serving nearly 40,000+ seniors and 27,000 employees.

Mr. Bird serves as a member of the Board of Directors of LCS Holding Company, LLC and is a member of the Argentum Advisory Council. He holds a bachelor's degree in history from the University of Memphis, Tennessee.

Dan Lahey, Executive Vice President, Chief Financial and Investment Officer of the LCS Family of Companies. As Executive Vice President and Chief Financial and Investment Officer of LCS, Mr. Lahey is responsible for directing all financial and real estate operations for the organization. In this capacity, Mr. Lahey provides leadership for corporate accounting and treasury, community finance, investments, capital markets, and asset and portfolio management for LCS.

Mr. Lahey has established himself as an industry leader in various roles in the finance and real estate teams since joining LCS in 2008. He joined LCS as an Accounting and Tax Manager on the finance team, and later joined LCS Real Estate at its inception. Mr. Lahey's expertise has helped build the LCS brand and accelerated its growth with key capital relationships and growing its ownership interests in both Life Plan and Rental communities. Under his leadership, the LCS real estate team has executed transactions valued at more than \$2.6 billion since 2018. In addition, LCS real estate has been successful in investing more than \$170 million of LCS equity capital.

Mr. Lahey earned his bachelor degree in accounting and finance from Wartburg College and worked in public accounting for nine years prior to joining LCS. Mr. Lahey serves on the Board of Directors of LCS Holding Company, LLC, as well as its related audit committee, compensation committee, and retirement fiduciary committee, and is chair of the LCS Investment Committee.

The biographies set forth above are based on, and qualified in their entirety by, information provided by LCS on its website, <https://www.lcsliving.com/>. Please note, however, that IPC did not independently verify this information and cannot assure Investors of its accuracy or completeness.

CONFLICTS OF INTEREST

Conflicts of Interest

IPC, the Asset Manager, the Property Manager, their principals and their affiliates will act as the manager, advisor, controlling party or sponsor of other Delaware statutory trusts, limited liability companies, partnerships and other entities from time to time. These other entities presently own properties similar to the Property, which may compete with the Property, and may acquire additional properties in the future that may also compete with the Property. IPC, the Asset Manager, the Property Manager, and their respective principals and affiliates also have existing responsibilities and, in the future, may have additional responsibilities, to provide management and services to a number of other entities. The principal areas in which conflicts are anticipated to occur are as follows.

The efforts and time of IPC and the Property Manager will not be solely dedicated to the Trust or the Property.

IPC and the Property Manager may engage for their own account, or for the account of others, in other business ventures. The interest in such other activities will not necessarily be directed to the Trust or the Property.

The landlord-tenant relationship may lead to a conflict of interest between the Signatory Trustee and the Master Tenant.

The Master Tenant and the Signatory Trustee are both affiliates of IPC. This may lead to a conflict of interest between their roles under the Master Lease. For example, there would be a conflict of interest if the Master Tenant was in breach of the Master Lease because only the Signatory Trustee would have authority on behalf of the Trust to enforce the Master Lease against the Master Tenant. In such a situation, the interests of the Signatory Trustee may not be aligned with the interests of the Investors. See also “*Risk Factors – Risks Related to the Master Lease and the Management of the Property.*”

Principals of IPC, the Asset Manager and the Master Tenant may have conflicts of interest in allocating management time, services and functions among the various entities with which they are engaged.

Principals of IPC, the Asset Manager, the Master Tenant and their affiliates may have obligations to other entities sponsored by or affiliated with IPC. Therefore, IPC, the Asset Manager, the Master Tenant and their affiliates may have conflicts of interest in allocating management time, services and functions among the various entities with which they are engaged and others that may be organized in the future. IPC, the Asset Manager, the Master Tenant and their executive officers will devote as much time as they, in their sole discretion, deem to be reasonably required for the proper management of IPC, the Asset Manager, the Master Tenant and the Property. Such parties believe they have the capacity to discharge their responsibilities to the Trust and the Property, notwithstanding participation in other present and future investment programs and projects.

The Property Manager is subject to additional conflicts of interest.

The Property Manager, a third party unrelated to the Trust, the Master Tenant, the Asset Manager, and IPC, is subject to conflicts of interest among its activities, roles and duties for other entities and the activities, roles and duties it has assumed on behalf of the Master Tenant. Conflicts exist in allocating management time, services and functions between its current and future activities and the Master Tenant.

The Property Manager and/or its affiliates may now or in the future own or manage senior living properties in the vicinity of the Property. The Property Manager could direct Residents away from renewing their Residential Leases and toward leasing residential units at such other properties; provided, however, the Property Management Agreement requires the Property Manager to operate the Property in the same manner as is customary and usual in the operation of comparable senior living properties operated or owned by the Property Manager (which include assisted living and memory care facilities). See “*Property Management*” for additional discussion.

The Trust does not have arm’s-length agreements with the Asset Manager or the Master Tenant.

The agreements and arrangements with the Asset Manager and the Master Tenant were not negotiated at arm’s-length. These agreements may contain terms and conditions that are not in the Trust’s best interest or would not be present if the Trust had entered into arm’s length agreements with third parties.

IPC, the Asset Manager and the Property Manager face conflicts of interest caused by their compensation arrangements with the Trust.

IPC, the Asset Manager and the Property Manager will receive certain compensation for services rendered regardless of whether distributions are paid to Investors.

The arrangements with ISC were not negotiated at arm's length.

IPC is a subsidiary of Inland Real Estate Investment Corporation, or Inland Investments, which is part of The Inland Real Estate Group of Companies, Inc., one of the nation's largest commercial real estate and finance groups, which is comprised of independent legal entities, some of which may be affiliates of each other, share some common ownership or have been previously sponsored and managed by such entities or subsidiaries thereof.

ISC also is an affiliate of Inland Investments. The arrangements with ISC, including fees and expenses payable thereunder, were not negotiated at arm's length.

IPC may enter into arrangements with, and pay compensation to, third-party firms that are affiliates of registered investment advisors, or "RIAs" that are not otherwise compensated out of gross Offering proceeds.

IPC may enter into real estate consulting or advisory agreements with Real Estate Consultants that are affiliates of RIAs that have entered into agreements with the Placement Agent, for the provision of real estate consulting services that relate exclusively to the acquisition or disposition of interests in real estate and not the offer or sale of any securities. Typically, in the event an Investor independently uses the services of an RIA or Real Estate Consultant and not a broker/dealer in connection with the purchase of Interests, no Selling Commissions or Dealer Fee will be payable to the RIA or Real Estate Consultant with respect to his, her or its purchase of those Interests, which will have the effect of increasing the amount of Interests purchased by the particular Investor.

However, if a client of the Real Estate Consultant invests in the Property for purposes of completing a Section 1031 Exchange, IPC may compensate the Real Estate Consultant based on a percentage of the total purchase price of the Property. In such cases, the Trust will retain a portion of the funds that would otherwise have been used to pay the Selling Commissions or Dealer Fee for such Investor (and which, in a typical situation, are retained by the Investor as described above) and will allocate them to IPC as an additional acquisition fee which will be used to reimburse IPC for its payment of real estate fees to any Real Estate Consultants. Accordingly, the allocation of such funds to the Real Estate Consultant will then again reduce a portion of the amount of Interests purchased by the particular Investor. Your Real Estate Consultant should not discuss the Trust or the Interests with you nor is it authorized to speak on behalf of IPC, its affiliates or the Trust. Investors should be aware that their Real Estate Consultant has entered into an agreement with IPC whereby it receives the above-described fee. IPC is in control of whether your Real Estate Consultant receives this fee and, as a result, your Real Estate Consultant has a conflict between your interests and those of IPC in this transaction. No Real Estate Consultant that is not otherwise registered with the SEC as a broker or investment adviser, is authorized to deliver to you any written documentation, including but not limited to this Memorandum, regarding the Trust or the Interests. Any such delivery is deemed null and void.

The Trust, IPC and the Asset Manager share legal representation.

Counsel to the Trust, IPC and the Asset Manager in connection with this Offering is the same, and it is anticipated that such representation will continue in the future. As a result, conflicts may arise in the future.

Resolution of Conflicts of Interest

IPC, the Asset Manager and the Master Tenant have not developed, and do not expect to develop, any formal process for resolving conflicts of interest. Although the foregoing conflicts could materially and adversely affect the Property, the parties, in their sole judgment and discretion, will try to mitigate such potential adversity by the exercise of their business judgment in an attempt to fulfill their obligations. There can be no assurance that such an attempt will prevent adverse consequences resulting from the numerous conflicts of interest.

PRIOR PERFORMANCE OF IPC AFFILIATES

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

Introduction

In March 2001, IPC was formed to provide replacement properties for people wishing to complete a Section 1031 Exchange, as well as investors seeking a quality, multiple-owner real estate investment. As of December 31, 2025, IPC had sponsored 329 private placement programs. As of December 31, 2025, these private placement programs had offered approximately \$11 billion in equity to over 29,000 investors. Purchasers who have participated in more than one prior real estate program sponsored by IPC have been counted as an investor for each program.

The 329 private placement programs include 948 properties, comprised of over 84.5 million square feet of gross leasable area, and including over 29,000 residential units, for an aggregate offering price of over \$20.4 billion. Of these properties, 445 are retail properties and centers, 43 are office buildings, 53 are healthcare, 17 are industrial and distribution centers, 115 are multifamily properties, 17 are student housing properties, 215 are self-storage locations, six are hospitality properties and 16 are senior living properties. In the aggregate, 91% of the properties were existing construction and 9% were new construction (the year of completion is within one year of the year of the offering). In addition to the properties described above, the 329 private placement programs include six programs, consisting of 21 properties, that intend to qualify as “qualified opportunity funds” under the Code, and to develop hospitality, multifamily, self-storage, and student housing properties.

As of December 31, 2025, 419 of the assets had been sold.

The United States economy has experienced a significant amount of volatility in recent years, and some of the IPC programs have experienced adverse business developments, including without limitation tenant bankruptcies, vacancies and rent reductions. As a result of these and other developments, certain of the IPC programs have not met the operational and distribution levels anticipated in the projections set forth in the private placement memoranda for those programs. The material adverse business developments experienced by the prior IPC programs are discussed in the notes following the tables below.

The tables set forth in this section are updated on a quarterly basis.

Program Dispositions

The following table presents all program dispositions, by property type, through December 31, 2025. The table reflects the date on which the property owned by the program was originally offered to investors and the date it was sold, as well as the “**Offering Price**,” which represents the price paid by the program for the property or properties, plus all estimated costs and expenses related to the acquisition and financing, all estimated costs and expenses related to the offering and any initial contribution to the reserve account, if applicable, and the property sales price. The table presents only those programs with a sale date of less than 10 years prior to December 31, 2025.

Investors should note that the following table does not include programs in which the subject property was in foreclosure. In all such situations, IPC has negotiated with the applicable lender and advanced funds to the investors to allow the investors to exchange their beneficial interests in the original program for a proportional beneficial interest in a new program, in an attempt to continue their Section 1031 Exchanges and avoid potential capital gains and/or forgiveness of debt tax liabilities, referred to herein as an “**investment continuation**.” The investment continuation programs are explained in greater detail in the notes that follow the “Currently Operating Programs” table. In certain instances, as noted in the following table, an investment continuation option also was offered in connection with a sale. No assurances can be provided, however, to the effect that any individual investor’s transaction will qualify under Section 1031.

The following terms as used in the table below shall have the meanings set forth in this paragraph. In the event properties within a portfolio were sold on different dates, “**Program Termination Date**” means the date on which the last property in that portfolio was sold. The internal rate of return, or “**IRR**,” represents the average annual

return to the applicable entity over the lifetime of an investment, accounting for the time value of money. The IRR was calculated using the XIRR function of the Microsoft Excel program (or its functional equivalent) to calculate a discount rate for the hold period at which the sum of (a) the present value of all capital contributions invested by the program for a property and (b) the present value of all funds available for distribution from a property, equals zero. **“Equity Multiple”** is calculated by dividing the sum of amounts distributed to investors over the hold period of the investment plus the sale proceeds returned to the investors, by such investors’ capital invested in the program. The Equity Multiple calculation is used for sold properties to reflect the overall profitability of the program.

Program Name*	Program Offering Date	Program Termination Date	Hold Period (Years)	Offering Price	Total Program Sales Price	Internal Rate of Return (IRR)	Equity Multiple	Notes
MULTIPLE OWNER PROPERTIES								
<i>Multifamily Properties</i>								
Bradenton Multifamily DST	10/10/2012	05/31/2017	4.67	\$44,038,085	\$50,500,000	10.90%	1.53x	
Dallas MSA Multifamily DST	09/25/2013	08/29/2017	3.92	\$80,998,164	\$86,000,000	6.76%	1.26x	
Austin Lakeshore Multifamily DST	02/26/2015	02/22/2018	3.01	\$45,451,864	\$50,500,000	10.80%	1.33x	
Pearland Multifamily DST	03/21/2014	01/24/2019	4.83	\$56,388,081	\$57,500,000	5.64%	1.27x	
San Antonio Multifamily DST	05/19/2014	01/31/2019	4.67	\$53,365,096	\$46,000,000	-2.86%	0.89x	See note (B).
Denver Multifamily Portfolio DST	08/10/2015	03/13/2019	3.58	\$20,478,099	\$21,850,000	8.66%	1.31x	
Jacksonville Multifamily DST	11/14/2014	04/12/2019	4.42	\$45,674,330	\$48,500,000	6.42%	1.28x	
Colorado Multifamily Portfolio DST	12/02/2014	05/30/2019	4.50	\$184,873,551	\$206,500,000	9.25%	1.43x	
Louisville Multifamily DST	07/30/2014	06/11/2019	4.95	\$40,446,295	\$45,500,000	8.42%	1.41x	
Chicagoland Multifamily DST	06/18/2012	08/30/2019	7.20	\$13,779,945	\$15,240,000	7.93%	1.57x	
San Antonio Multifamily II DST	05/19/2015	12/09/2019	4.58	\$34,783,958	\$34,500,000	3.06%	1.13x	
Colorado Multifamily Portfolio II DST	12/07/2015	12/11/2019	4.00	\$59,040,631	\$72,500,000	12.89%	1.56x	
Indianapolis Multifamily DST	10/13/2014	10/22/2020	6.00	\$65,417,840	\$63,250,000	3.09%	1.17x	
Carmel Multifamily DST	01/21/2015	03/03/2021	6.08	\$29,252,246	\$32,200,000	8.53%	1.56x	
Ft. Collins Multifamily III DST	07/08/2016	08/23/2021	5.12	\$51,680,585	\$61,013,000	11.81%	1.67x	
Ft. Collins Multifamily Portfolio DST	03/11/2016	09/29/2021	5.55	\$92,611,526	\$108,987,000	10.29%	1.66x	
Dallas Multifamily DST	01/18/2017	10/18/2021	4.75	\$53,376,637	\$53,400,000	3.72%	1.17x	
FL-NY Multifamily Portfolio DST	01/22/2016	10/19/2021	5.75	\$143,973,943	\$206,442,000	16.26%	2.19x	
Denver MSA Multifamily II DST	06/14/2017	10/22/2021	4.33	\$106,459,913	\$127,000,000	9.53%	1.43x	
Park Creek Steeple Multifamily DST	07/13/2015	12/10/2021	6.42	\$122,531,140	\$192,750,000	20.16%	2.92x	
Lafayette Multifamily DST	10/22/2013	09/13/2023	9.90	\$16,067,534	\$16,650,000	4.43%	1.46x	
Milwaukee MSA Multifamily Portfolio DST	05/27/2016	10/26/2023	7.58	\$60,032,168	\$66,300,000	7.01%	1.55x	
Colorado Springs Multifamily DST	09/25/2017	03/26/2024	6.33	\$64,974,578	\$67,700,000	6.16%	1.40x	
Fort Myers Multifamily DST	11/12/2018	06/26/2024	5.50	\$51,598,134	\$57,000,000	6.45%	1.37x	
Brighton Multifamily DST	12/07/2016	04/04/2025	7.67	\$61,474,126	\$65,300,000	6.80%	1.59x	
<i>Self-Storage Properties</i>								
Self-Storage Portfolio II DST	11/01/2016	10/20/2021	4.97	\$40,359,982	\$54,730,165	14.31%	1.83x	
Self-Storage Portfolio I DST	04/05/2016	10/21/2021	5.55	\$102,864,432	\$129,840,310	10.07%	1.61x	
Self-Storage Portfolio IV DST	03/15/2017	10/21/2021	4.58	\$58,255,741	\$80,429,525	14.67%	1.76x	
Amarillo Self-Storage Portfolio DST	08/21/2018	10/21/2021	3.16	\$11,586,969	\$15,575,499	16.76%	1.59x	See note (C).
Self-Storage Portfolio V DST	08/04/2017	04/05/2024	6.75	\$34,710,801	\$43,800,000	10.44%	1.93x	See note (D).

Program Name*	Program Offering Date	Program Termination Date	Hold Period (Years)	Offering Price	Total Program Sales Price	Internal Rate of Return (IRR)	Equity Multiple	Notes
Student Housing Properties								
Orlando Student Housing DST	09/04/2015	05/31/2018	2.67	\$78,240,475	\$81,721,250	10.50%	1.28x	
Charlotte Student Housing DST	10/21/2015	06/06/2022	6.67	\$59,595,975	\$75,500,000	4.05%	1.27x	
University Lofts, L.L.C.	07/02/2014	12/01/2022	8.42	\$37,700,000	\$39,100,000	5.43%	1.43x	See note (E).
San Marcos Student Living DST	10/07/2015	08/06/2024	8.67	\$49,422,998	\$51,750,000	5.54%	1.49x	
Healthcare Properties (see note (F))								
Medical Office Portfolio DST	08/21/2014	07/24/2018	3.75	\$35,652,079	\$45,775,000	10.94%	1.42x	
Scarborough Medical DST	12/20/2010	06/26/2020	9.50	\$13,480,495	\$16,950,000	10.16%	2.12x	
Healthcare Portfolio DST	07/28/2015	07/19/2023	7.98	\$35,708,329	\$36,250,001	5.63%	1.39x	
Industrial Properties								
Zionsville Ground Express DST	09/22/2014	09/06/2016	1.92	\$35,189,583	\$37,100,000	11.99%	1.23x	
Deer Park 1031 DST	03/28/2008	07/27/2017	9.33	\$10,575,000	\$6,000,000	-6.79%	0.68x	See note (B).
Janesville 1031 L.L.C.	05/15/2003	08/14/2017	14.25	\$20,500,000	\$15,900,000	6.21%	1.72x	
Schaumburg 1031 Venture, L.L.C.	09/15/2007	12/20/2019	12.25	\$9,950,000	\$3,875,000	-0.89%	0.93x	See note (B).
New York Power DST	06/06/2011	12/22/2021	10.50	\$11,850,000	\$13,400,000	8.63%	1.93x	
Retail Properties								
Broadway Commons DBT	10/25/2002	01/12/2016	13.25	\$17,250,000	\$14,500,000	7.27%	1.57x	
Chicagoland Grocery Venture II DST	10/29/2013	05/18/2016	2.58	\$21,862,604	\$25,000,000	21.14%	1.57x	
PNS Grocery DST	04/30/2012	07/29/2016	4.25	\$13,302,225	\$13,000,000	6.07%	1.24x	
Naperville Retail Center DST	07/31/2013	09/08/2016	3.08	\$26,462,500	\$30,150,000	15.17%	1.49x	
New York Grocery DST	02/06/2013	12/15/2016	3.83	\$24,076,811	\$20,000,000	-8.32%	0.76x	See note (B).
Craig Crossing 1031, L.L.C.	03/31/2006	01/24/2017	10.92	\$30,630,000	\$16,700,000	-25.77%	0.34x	See note (B).
Cincinnati Eastgate 1031, L.L.C.	09/16/2005	07/24/2017	11.83	\$6,110,000	\$2,500,000	-8.36%	0.60x	See note (B).
Chicagoland Fresh Market Venture DST	03/20/2013	11/28/2017	4.67	\$54,100,035	\$65,425,000	12.71%	1.53x	
Modesto Retail Center DST	04/17/2014	05/01/2018	4.2	\$47,224,746	\$46,000,000	5.72%	1.22x	
Hillsboro 1031 DST	01/04/2010	05/04/2018	8.42	\$24,250,000	\$19,875,000	4.84%	1.34x	
Chicagoland Grocery Venture DST	04/11/2011	08/16/2018	7.25	\$23,430,000	\$25,500,000	9.25%	1.69x	
BJS Syracuse 1031, L.L.C.	06/15/2004	09/14/2018	14.42	\$15,850,000	\$14,650,000	6.49%	1.86x	
Austell 1031 DST	03/11/2009	12/20/2018	9.75	\$14,982,000	\$10,750,000	2.50%	1.21x	
Clay 1031, L.L.C.	06/07/2004	06/12/2019	14.73	\$7,145,000	\$5,500,000	3.91%	1.52x	
Olivet Church 1031, L.L.C.	06/01/2006	06/27/2019	12.88	\$23,270,000	\$11,150,000	-5.52%	0.64x	See note (B).
Inland Honey Creek, L.L.C.	10/10/2006	06/28/2019	12.55	\$29,270,000	\$11,700,000	-8.35%	0.52x	See note (B).
Reynoldsburg 1031, L.L.C.	09/20/2004	11/09/2020	16.17	\$10,345,000	\$7,537,336	3.63%	1.56x	

Program Name*	Program Offering Date	Program Termination Date	Hold Period (Years)	Offering Price	Total Program Sales Price	Internal Rate of Return (IRR)	Equity Multiple	Notes
National Retail Portfolio Venture DST	01/10/2011	04/12/2021	10.30	\$40,313,200	\$39,929,500	7.31%	1.75x	
Mt. Pleasant Retail Venture DST	08/23/2012	06/23/2021	8.84	\$24,061,153	\$26,563,000	9.17%	1.84x	
East Coast Wholesale DST	03/02/2016	12/15/2021	5.75	\$71,466,394	\$77,400,000	9.46%	1.56x	
Pharmacy Sale Leaseback II DST	06/03/2014	12/10/2021	7.50	\$35,900,870	\$37,008,371	7.19%	1.57x	
Bi-Coastal Home Improvement DST	06/24/2015	01/18/2022	5.83	\$120,622,221	\$135,152,775	7.36%	1.48x	
Rancho Cordova Retail Center, L.L.C.	04/06/2015	02/02/2022	6.83	\$31,684,163	\$29,250,000	2.76%	1.17x	
CW Pharmacy I DST	04/16/2015	03/07/2022	6.92	\$34,734,380	\$36,262,749	6.21%	1.60x	
Chicagoland Street Retail DST	03/01/2012	04/22/2022	10.13	\$5,776,177	\$5,320,000	2.95%	1.26x	
Pharmacy Portfolio III DST	07/27/2011	06/28/2022	10.92	\$35,240,789	\$40,601,310	10.55%	2.98x	
Pharmacy Portfolio IV DST	12/02/2011	07/01/2022	10.59	\$34,385,204	\$39,398,690	9.95%	2.70x	
Chenal Commons 1031, L.L.C.	02/25/2005	09/01/2022	17.53	\$14,290,000	\$14,550,000	6.37%	2.04x	
DC MSA Retail DST	01/09/2013	12/09/2022	9.92	\$17,465,509	\$20,500,000	8.84%	1.94x	
Cranberry Retail Venture DST	01/31/2013	12/15/2022	9.88	\$20,951,454	\$17,907,659	6.12%	1.58x	
National Net Lease Portfolio V DST	03/28/2014	04/26/2023	9.08	\$82,051,937	\$71,657,717	2.73%	1.20x	
Memorial Square 1031, L.L.C.	01/17/2008	07/28/2023	15.27	\$32,980,000	\$24,600,000	2.05%	1.27x	
Pharmacy Sale Leaseback DST	01/23/2014	08/01/2023	9.53	\$57,021,864	\$58,693,268	7.63%	1.69x	
Murfreesboro 1031, L.L.C.	03/15/2006	11/07/2023	17.67	\$14,685,000	\$10,375,000	-0.07%	0.99x	
Yuma Palms 1031, L.L.C.	09/01/2006	01/25/2024	17.25	\$105,085,000	\$62,530,000	-6.94%	0.56x	
Downers Grove Retail DST	06/26/2013	06/21/2024	11.00	\$11,604,054	\$14,600,000	6.27%	1.75x	
Discount Retail Venture I DST	04/08/2013	10/09/2024	11.50	\$12,208,050	\$7,410,000	0.76%	1.06x	See note (B).
Family Discount Portfolio II DST	09/30/2014	10/09/2024	10.08	\$19,558,054	\$11,435,000	-4.44%	0.75x	See note (B).
Family Discount Portfolio III DST	09/30/2014	10/09/2024	10.08	\$23,677,508	\$13,740,000	-4.72%	0.74x	See note (B).
W Pharmacy I DST	10/15/2012	12/17/2024	12.25	\$26,465,703	\$24,887,788	5.08%	1.47x	
National Net Lease Portfolio	06/20/2011	02/28/2025	13.67	\$53,718,065	\$39,746,661	3.66%	1.28x	
National Net Lease Portfolio VI DST	07/14/2014	02/28/2025	10.67	\$50,887,424	\$46,600,000	5.01%	1.44x	
Discount Retail Venture II DST	08/26/2013	06/30/2025	11.83	\$13,882,296	\$7,867,000	-1.50%	0.89x	
Retail Portfolio II DST	08/25/2015	09/26/2025	10.08	\$32,538,531	\$27,351,062	3.12%	1.27x	
Discount Retail Portfolio DST	02/28/2011	12/12/2025	14.83	\$10,500,000	\$9,535,000	6.78%	1.92x	
Discount Retail Portfolio III DST	12/27/2011	12/12/2025	14.00	\$6,181,096	\$5,270,643	5.85%	1.73x	
Office Properties								
Charlotte 1031, L.L.C.	05/01/2006	03/30/2016	9.92	\$58,750,000	\$37,959,165	-4.18%	0.77x	See note (B).
Plano 1031 Limited Partnership	06/20/2007	05/17/2016	8.92	\$28,550,000	\$11,200,000	-10.07%	0.61x	See note (B).
Carmel Office 1031, L.L.C.	07/29/2008	05/15/2017	8.75	\$33,240,000	\$28,600,000	4.85%	1.36x	

Program Name*	Program Offering Date	Program Termination Date	Hold Period (Years)	Offering Price	Total Program Sales Price	Internal Rate of Return (IRR)	Equity Multiple	Notes
Inland Chicago Grace L.L.C.	06/01/2007	04/17/2018	10.75	\$14,885,000	\$13,500,000	4.38%	1.41x	
Charlotte Office 1031 DST	10/15/2008	03/12/2019	10.42	\$21,970,000	\$17,000,000	2.86%	1.24x	See note (B).
Bristol 1031 DST	02/09/2009	06/21/2019	10.37	\$13,995,000	\$2,000,000	-4.30%	0.78x	See note (B).
Sentry Office Building DBT	01/02/2002	07/15/2019	17.65	\$11,000,000	\$9,850,000	9.90%	2.29x	
RR-HV Venture Holdings DST	10/01/2008	11/15/2019	11.13	\$97,420,000	\$108,280,000	7.53%	1.85x	
Omaha Headquarters Ventures DST	07/12/2010	01/10/2020	9.50	\$21,390,000	\$15,500,000	1.59%	1.10x	
Inland Sioux Falls, L.L.C.	03/01/2007	02/27/2020	13.00	\$31,865,000	\$30,336,000	5.12%	1.57x	
Tampa-Coconut Palms Office Building 1031, L.L.C.	11/01/2007	05/18/2020	12.55	\$13,866,000	\$4,000,000	-1.03%	0.92x	See note (B).
Miami Office DST	10/04/2010	12/07/2020	10.17	\$8,221,228	\$4,200,000	1.75%	1.13x	
Geneva 1031, L.L.C.	12/21/2007	03/05/2021	14.25	\$30,510,000	\$16,800,000	1.71%	1.16x	See note (B).
Schaumburg Childcare DST	11/30/2012	03/31/2022	9.33	\$3,817,651	\$3,700,000	3.19%	1.29x	
Visions Drive 1031 DST	03/31/2008	05/27/2022	14.17	\$14,355,000	\$13,300,000	5.59%	1.71x	
Houston 1031 Limited Partnership	05/01/2007	06/30/2023	16.18	\$71,900,000	\$30,000,000	-6.80%	0.68x	See note (B).
LV-M Venture Holdings, DST	09/01/2008	04/30/2025	16.67	\$77,810,000	\$38,200,000	-3.08%	0.79x	See note (B).
Telecommunications 1031 Venture, DST	02/18/2008	12/18/2025	17.75	\$49,515,000	\$16,200,000	0.12%	1.01x	
CUSTOM (SOLE OWNER) PROPERTIES								
<i>Multifamily Properties</i>								
Cary Custom 1031, L.L.C.	02/19/2016	10/11/2019	3.67	\$27,771,102	\$31,350,000	8.99%	1.35x	
<i>Self-Storage Properties</i>								
Custom Spring TX Storage, L.L.C.	03/25/2019	05/04/2023	4.11	\$7,874,957	\$11,850,000	21.21%	2.12x	
<i>Retail Properties</i>								
Aurora 1031, L.L.C.	03/24/2006	01/05/2016	12.17	\$3,550,000	\$3,516,750	6.16%	1.55x	
Port Richey 1031, L.L.C.	06/04/2004	04/13/2016	11.92	\$5,975,000	\$2,200,000	-15.77%	0.55x	See note (G).
Burbank 1031, L.L.C.	04/09/2007	06/05/2017	9.83	\$11,345,000	\$9,350,000	2.70%	1.21x	
Custom Pharmacy Sale Leaseback, L.L.C.	03/25/2014	09/12/2022	8.47	\$63,365,730	\$76,867,790	8.83%	1.80x	

*Please note that the program name presented in this table is the name of the program as originally offered to investors. Following the original offering date, certain programs may have changed form, through a conversion to a DST or a springing event to an LLC, resulting in a subsequent name change.

Notes to Program Disposition Table

(A) Partial Sales of Portfolio and Post-December 31, 2025 Sales. The program disposition table presents only those programs in which all of the owned properties have been sold. However, certain portfolios have experienced a partial sale and certain properties have sold post-December 31, 2025 (and prior to the date of this Memorandum), as follows:

Program Name	Property Location	Sale Date	Sale Price
<i>Partial Sales of Portfolio (including post-December 31, 2025)</i>			
National Net Lease Portfolio VII DST	NV, TN/CO, and TN	09/19/2019; 09/19/2025; 12/18/2025	\$92,500,000
National Multifamily Portfolio III DST	Knightdale, NC and Shelton, CT	04/12/2021; 09/30/2024	\$104,200,000
National Multifamily Portfolio I DST	Las Vegas, NV and Charlotte, NC	10/28/2021; 11/15/2021	\$138,450,000
Retail Portfolio DST	Palm Coast, FL	12/06/2021	\$13,150,000
Pharmacy Portfolio VII DST	MA, ME, and MN	09/14/2021; 05/09/2022	\$28,608,985
Pharmacy Portfolio VIII DST	Memphis, TN, Wheaton, IL, and Waunakee, WI	12/10/2021; 05/11/2022; 02/28/2025	\$20,487,068
Grocery & Pharmacy Portfolio DST	IL, KY and WV, MO	12/27/2021; 09/27/2022; 02/24/2025	\$33,067,506
CW Pharmacy II DST	McAllen, TX and Newport News, VA	05/27/2022	\$15,631,000
Chicagoland Supermarket Portfolio DST	Glenview, IL	06/08/2022	\$17,689,400
Pharmacy Portfolio II DST	GA, IL, MA, NM, and WA	08/12/2022	\$32,207,529
Texas Healthcare Portfolio II DST	Arlington and (LaBranch Street) Houston, TX	09/29/2022; 01/09/2024	\$23,650,000
National Net Lease Portfolio II DST	Norman, OK, Lake Mary, FL, 14 Properties, and Houton, TX	12/04/2023; 10/03/2024; 02/28/2025; 12/12/2025	\$33,167,173
Zero Coupon Pharmacy II DST	MO, KY, MT, and TX	05/15/2024; 05/22/2024; 07/08/2024; 10/04/2024	\$17,763,171
National Net Lease Portfolio IV DST	Watauga, TX	06/30/2025	\$2,247,000
Family Discount Portfolio DST	San Antonio, TX and Atlanta, GA	09/04/2025; 01/23/2026	\$2,445,434
National Multifamily Portfolio IV DST	Lakewood, CO, Birmingham, AL and Chandler, AZ	10/21/2025; 10/23/2025 11/07/2025	\$274,450,000
<i>Post-December 31, 2025 Sales</i>			

(B) Multiple Programs – Program Continuation Offered. Each of the following properties were sold for a price substantially lower than the amount originally offered: the Craig Crossing Shopping Center in McKinney, Texas, owned by Craig Crossing 1031, L.L.C.; the HH Gregg Store in Cincinnati, Ohio, owned by Cincinnati Eastgate 1031, L.L.C.; the Belk Corporate Headquarters in Charlotte, North Carolina, originally owned by Charlotte 1031, L.L.C.; the Plano Data Center in Plano, Texas, owned by Plano 1031 Limited Partnership; the FlowServe Industrial Building in Deer Park, Texas, owned by Deer Park 1031 DST; the Olivet Church Shopping Center in Paducah, Kentucky, originally owned by Olivet Church 1031, L.L.C.; the Honey Creek Commons Shopping Center in Terre Haute, Indiana, originally owned by Inland Honey Creek, L.L.C.; the former Jones Apparel Office Building in Bristol Township, Pennsylvania, owned by Bristol 1031 DST; the former Apria Healthcare Building in Schaumburg, Illinois, owned by Schaumburg 1031 Venture, L.L.C.; the Pathmark Grocery Store in North Baldwin, New York owned by New York Grocery DST; the Belleza at Cresta Bella Apartments in San Antonio, Texas, owned by San Antonio Multifamily DST; the Citizens Property Insurance Office Building in Tampa, Florida, owned by Tampa-Coconut Palms Office Building 1031, L.L.C.; the office property originally owned by Charlotte Office 1031 DST; the Houghton Mifflin Industrial Facility in Geneva, Illinois, owned by Geneva 1031, L.L.C.; the FMC Technologies Building in Houston, Texas, owned by Houston 1031 Limited Partnership; the Dollar General and Family Dollar properties owned by Discount Retail Venture I DST; the Family Dollar properties owned by Family Discount Portfolio II DST and Family Discount Portfolio III DST; and the former Bank of America office buildings originally owned by Las Vegas 1031 Venture, DST and Moosic 1031 Venture, DST (as part of the LV-M Venture Holdings, DST program).

Because each of these properties was sold for a price substantially lower than the amount originally offered (or, in the case of the office buildings originally owned by Charlotte Office 1031 DST and Las Vegas 1031 Venture, DST and Moosic 1031 Venture, DST (as part of the LV-M Venture Holdings, DST program), sold while in the ownership structure of a limited liability company rather than a DST), the investors in each such program were offered the option to continue their 1031 exchange program with IPC, which may have provided them with an opportunity to defer tax consequences associated with the respective sale (if applicable) as well as potentially rebuild equity through the self-amortizing debt structure associated with the new investment. The investors in each such programs were offered the option of reinvesting their sale proceeds into various IPC-sponsored programs, in each case net of some combination of acquisition/sponsorship fees, selling commissions, dealer fees and placement agent fees.

- (C) Amarillo Self-Storage Portfolio DST. Amarillo Self-Storage Portfolio DST owned a 19.3654% beneficial interest in Self-Storage Portfolio IV DST, which owned and operated a portfolio of nine self-storage facilities in Texas.
- (D) Self-Storage Portfolio V DST. On April 5, 2024, IPC Alternative Real Estate Operating Partnership, LP (the “ALT Operating Partnership”), an entity for which ALT REIT acts as general partner, acquired all of the beneficial interests in Self-Storage Portfolio V DST from investors in such trust in exchange for an aggregate of \$23,153,318.91 in cash, \$109,585.96 Class T units of the ALT Operating Partnership’s limited partnership interest (“OP Units”) and \$2,293,999.68 Class I OP Units. The total purchase price paid by the ALT Operating Partnership was equal to the independently appraised value of the properties, less (i) the indebtedness secured by the properties and assumed by the ALT Operating Partnership, in an aggregate amount equal to \$17,675,546.51, and (ii) the expenses resulting from the transaction. Each investor was given the opportunity to receive a number of OP Units based on the number of interests each such investor owned and the then-current net asset value (“NAV”) per OP Unit (as determined in accordance with the valuation guidelines of the ALT REIT). In connection with the transaction, on April 5, 2024 the ALT Operating Partnership issued OP Units to the investors who elected to receive OP Units in exchange for such investors’ interests in the trust. The offer and sale of the OP Units was exempt from the registration provisions of the Securities Act, by virtue of Section 4(a)(2) and Regulation D thereunder.
- (E) University Lofts, L.L.C. On December 1, 2022, the ALT Operating Partnership acquired all of the beneficial interests in University Lofts, L.L.C. for a purchase price of \$39,100,000, including the assumption of the mortgage loan on the property.
- (F) Healthcare Properties. On September 2, 2021, IPC completed the contribution of eight of its healthcare DST programs, Arizona Healthcare DST, Arizona Healthcare II DST, Healthcare Portfolio II DST, Healthcare Portfolio III DST, Healthcare Portfolio IV DST, Healthcare Portfolio VII DST, Indianapolis Medical Center DST, and Texas Healthcare Portfolio DST (collectively, the “**MOB DSTs**”) to the ALT Operating Partnership. As part of this transaction (the “**MOB Transaction**”), the Operating Partnership issued Class A OP Units to the MOB DSTs in exchange for (and in termination of) the interests in the MOB DSTs, which Class A OP Units were then subsequently distributed by MOB DSTs to their investors on a pro rata basis in connection with the liquidation of the MOB DSTs. The MOB Transaction was designed such that the acquisition of MOB DST interests in exchange for OP Units should qualify as a tax-deferred contribution of the properties under Section 721. On September 29 and 30, 2021, the ALT Operating Partnership closed on two loans encumbering the MOB Properties in the aggregate amount of \$217,594,426. In October 2021, the ALT Operating Partnership made a distribution of financing proceeds to holders of OP Units in the aggregate amount of \$186,516,446.65 (the “**MOB Financing Distribution**”), representing approximately 50% of their original capital invested in the MOB DSTs. The MOB Financing Distribution was structured as a tax-free debt-financed distribution to the holders of OP Units. Because all of the investors in the MOB DSTs were granted Class A OP Units, the transaction is not included in the table above.

Port Richey 1031, L.L.C. The property was sold on April 13, 2016 for \$2,200,000, just below the debt payoff amount of \$2,278,213.70. The sole owner of Port Richey Plaza was offered the option to continue their 1031 exchange program with IPC through a transfer into Gulf Coast Industrial DST, as described in note (B) above, but chose not to do so.

Currently Operating Programs

The following tables present IPC-sponsored programs, by property type, that, as of December 31, 2025, were operating and had completed their private placement offerings (or were offered as investment continuation programs). The tables reflect the date on which the property owned by the program was originally offered to investors, as well as the acquisition price. If the property is encumbered by a loan, the tables include the original loan-to-value stated in the private placement memorandum (“LTV”) for that program. The tables also reflect the total equity raised by the program.

The tables reflect the actual annualized cash-on-cash return for the twelve months ended December 31, 2025, as compared to the cash-on-cash return projected for the year ending December 31, 2025 (as set forth in the private placement memorandum for that program), as well as the average cash-on-cash return from inception through December 31, 2025. In the event that the private placement memorandum projections for any particular program have ended, as noted in the “Notes” column, the return set forth in the “PPM Projected Cash-on-Cash Return 2025” column reflects the actual cash-on-cash return for the twelve months ended December 31, 2025.

The following tables present only those programs with an offering date of less than 10 years prior to December 31, 2025. The tables have been updated as of December 31, 2025.

The following terms as used in the tables below shall have the meanings set forth in this paragraph. A “**cash-on-cash return**” is calculated by dividing the amounts distributed to investors over the indicated period by such investors’ capital invested in the program, less any proceeds returned in a refinance or a sale. All cash-on-cash returns set forth herein represent distributions to investors solely from property operations and not from other sources, except as otherwise described in the notes. With respect to properties subject to a master lease, the cash-on-cash return takes into account additional rents, but not supplemental rents, consistent with the original projections for such program. Supplemental rents have been excluded from this calculation due to the fact that they are not paid until after the end of the calendar year. The “**Offering Price**” represents the price paid by the program for the property or properties, plus all estimated costs and expenses related to the acquisition and financing, all estimated costs and expenses related to the offering and any initial contribution to the reserve account, if applicable.

Table 1 – Multiple Owner Programs

Each of the following programs is owned by more than one investor.

Program Name*	Program Offering Date	Total Equity Raised	Original LTV	Offering Price	Actual Annualized Cash-on-Cash Return 12/31/2025	PPM Projected Cash-on-Cash Return 2025	Avg. Cash-on-Cash Return from Inception through 12/31/2025	Notes
Multifamily Properties								
<i>(Note: The “PPM Projected Cash-on-Cash Return 2025” for the multifamily programs is consistent with the Additional Rent Cash-on-Cash Returns set forth in the Forecasted Statement of Cash Flows included with the Private Placement Memorandum for each of these programs.)</i>								
National Multifamily Portfolio I DST	09/07/2016	\$120,096,882	50.94%	\$244,772,917	10.11%	5.00%	7.06%	See note (5).
Riverdale Multifamily DST	04/10/2017	\$32,937,608	50.05%	\$65,937,608	4.50%	4.50%	4.91%	
National Multifamily Portfolio II DST	08/21/2017	\$63,028,537	54.00%	\$137,008,537	5.00%	4.50%	5.00%	
Colorado Multifamily Portfolio III DST	10/20/2017	\$91,625,622	50.83%	\$186,334,037	4.00%	4.50%	4.68%	

Program Name*	Program Offering Date	Total Equity Raised	Original LTV	Offering Price	Actual Annualized Cash-on-Cash Return 12/31/2025	PPM Projected Cash-on-Cash Return 2025	Avg. Cash-on-Cash Return from Inception through 12/31/2025	Notes
National Multifamily Portfolio III DST	11/16/2017	\$100,617,339	53.85%	\$218,042,339	3.77%	4.88%	4.40%	See notes (2) and (5).
Colorado Multifamily Portfolio IV DST	02/08/2018	\$115,374,057	51.80%	\$239,373,307	3.00%	4.50%	4.09%	See note (2).
Florida Multifamily Portfolio DST	04/18/2018	\$36,472,643	52.30%	\$76,496,643	4.50%	4.50%	4.36%	
Florida Multifamily Portfolio II DST	06/18/2018	\$98,479,389	53.81%	\$213,209,389	4.50%	4.50%	4.40%	
National Multifamily Portfolio IV DST	09/14/2018	\$138,158,359	50.29%	\$277,955,859	4.50%	4.50%	4.97%	See note (5).
Sun Belt Multifamily Portfolio DST	02/04/2019	\$89,946,980	51.29%	\$184,725,000	4.50%	4.50%	4.18%	
Sun Belt Multifamily Portfolio II DST	05/21/2019	\$67,591,872	50.85%	\$137,510,872	4.50%	4.50%	4.78%	
DC MSA Multifamily DST	07/31/2019	\$39,280,105	46.87%	\$73,930,105	4.50%	4.50%	4.50%	
Phoenix MSA Multifamily DST	10/09/2019	\$30,396,157	49.96%	\$60,746,157	5.30%	4.50%	5.26%	
Phoenix MSA Multifamily Portfolio DST	03/04/2020	\$27,158,710	65.57%	\$78,890,110	5.15%	4.00%	5.10%	
Sun Belt Multifamily Portfolio III DST	03/18/2020	\$80,895,627	50.92%	\$164,823,627	5.25%	4.50%	4.96%	
Southeast Multifamily Portfolio DST	09/03/2020	\$88,388,065	47.87%	\$169,554,065	4.75%	4.50%	4.50%	
Diversified Residential Portfolio DST	10/28/2020	\$221,999,204	51.42%	\$456,938,204	4.50%	4.30%	4.56%	
Huntsville Multifamily DST	12/09/2020	\$29,443,851	57.98%	\$70,068,851	4.50%	4.50%	4.76%	
Wauwatosa Multifamily DST	01/21/2021	\$23,026,079	53.13%	\$49,126,079	5.68%	4.60%	5.19%	
Tampa Multifamily II DST	03/08/2021	\$46,757,747	52.14%	\$97,697,747	5.25%	4.25%	4.93%	
Phoenix SFR DST	04/21/2021	\$31,807,912	55.19%	\$70,989,912	3.00%	3.90%	3.89%	See note (2).
Northeast Multifamily DST	06/25/2021	\$67,623,066	48.99%	\$132,560,066	3.75%	3.65%	3.77%	
Sun Belt SFR Portfolio DST	08/11/2021	\$137,048,031	48.88%	\$268,070,031	4.00%	3.75%	3.95%	
Princeton Multifamily DST	08/26/2021	\$52,262,073	49.23%	\$102,945,073	4.00%	3.50%	3.95%	
Naperville Multifamily DST	09/09/2021	\$66,077,191	52.66%	\$139,577,191	4.00%	4.00%	4.11%	
Florida Multifamily Portfolio III DST	10/28/2021	\$119,790,465	48.67%	\$233,374,465	3.75%	3.75%	3.83%	
Grand Rapids Multifamily DST	11/16/2021	\$17,281,397	61.41%	\$44,781,397	4.00%	4.00%	4.00%	
New Jersey Multifamily Portfolio DST	11/18/2021	\$78,442,033	49.35%	\$154,866,033	3.65%	3.65%	3.71%	
Diversified Residential Portfolio II DST	01/13/2022	\$140,293,786	45.29%	\$256,453,786	3.65%	3.65%	3.65%	
Huntsville SFR DST	04/11/2022	\$49,986,820	49.96%	\$99,899,320	2.50%	3.25%	3.02%	See note (2).
Diversified Residential Portfolio III DST	06/28/2022	\$209,327,056	35.79%	\$326,027,056	3.10%	3.10%	3.10%	
Lakewood Ranch SFR II DST	09/19/2022	\$62,589,462	42.84%	\$109,489,462	3.15%	3.15%	3.15%	
Fort Myers BTR DST	09/28/2023	\$54,462,042	0.00%	\$54,462,042	3.75%	3.75%	3.75%	
Glendale BTR DST	02/22/2024	\$72,121,822	0.00%	\$72,121,822	4.25%	4.25%	4.25%	
Self-Storage Properties								
Self-Storage Portfolio III DST	03/01/2017	\$20,001,613	43.14%	\$35,176,613	0.00%	1.00%	2.55%	See notes (1), (2) and (6).
Self-Storage Portfolio VI DST	01/18/2019	\$26,663,786	0.00%	\$26,663,786	5.35%	5.00%	5.77%	

Program Name*	Program Offering Date	Total Equity Raised	Original LTV	Offering Price	Actual Annualized Cash-on-Cash Return 12/31/2025	PPM Projected Cash-on-Cash Return 2025	Avg. Cash-on-Cash Return from Inception through 12/31/2025	Notes
Self-Storage Portfolio VII DST	04/12/2019	\$66,230,446	51.74%	\$137,230,446	5.53%	4.50%	7.37%	
Self-Storage Portfolio VIII DST	07/19/2019	\$97,179,813	58.87%	\$236,279,813	6.22%	5.00%	7.07%	
Self-Storage Portfolio IX DST	08/20/2019	\$17,857,732	0.00%	\$17,857,732	4.60%	5.00%	4.97%	See note (2).
Self-Storage Portfolio X DST	01/17/2020	\$49,521,477	57.36%	\$116,146,477	5.35%	4.97%	5.90%	
Self-Storage Portfolio XI DST	08/05/2020	\$9,997,926	0.00%	\$9,997,926	3.50%	4.50%	3.96%	See note (2).
Self-Storage Portfolio XII DST	11/11/2020	\$30,958,907	51.29%	\$63,558,907	4.50%	4.50%	5.70%	
Self-Storage Portfolio XIII DST	07/27/2021	\$68,366,903	42.43%	\$119,416,903	4.54%	4.25%	5.33%	
Self-Storage Portfolio XIV DST	10/22/2021	\$32,050,959	49.10%	\$62,964,459	4.25%	4.00%	4.17%	
Self-Storage Portfolio XV DST	12/16/2021	\$120,065,295	41.73%	\$206,065,295	0.62%	3.75%	2.97%	See note (2).
Self-Storage Portfolio XVI DST	12/16/2021	\$154,820,713	43.04%	\$271,820,713	0.00%	3.75%	2.72%	See note (2).
Self-Storage Portfolio XVII DST	04/27/2022	\$19,562,446	52.07%	\$40,817,126	3.12%	3.75%	3.58%	See note (2).
Self-Storage Portfolio XVIII DST	08/25/2022	\$28,636,834	53.54%	\$61,636,834	3.08%	3.50%	3.38%	See note (2).
Self-Storage Portfolio XIX DST	10/27/2022	\$77,780,620	50.63%	\$157,530,620	3.08%	3.50%	3.37%	See note (2).
Self-Storage Portfolio XX DST	03/23/2023	\$26,819,736	46.17%	\$49,819,736	3.17%	4.00%	3.70%	See note (2).
Self-Storage Portfolio XXI DST	05/20/2024	\$37,669,980	0.00%	\$37,669,980	4.00%	4.00%	4.00%	
Student Housing Properties								
NC Student Housing Portfolio DST	09/23/2019	\$46,217,570	50.78%	\$93,916,570	5.00%	5.00%	5.19%	
Fayetteville Student Housing DST	11/11/2019	\$35,578,407	49.04%	\$69,815,407	5.00%	5.00%	5.19%	
Athens Student Housing DST	09/22/2021	\$20,275,196	51.25%	\$41,590,196	3.75%	3.75%	3.81%	
IPC Student Housing Portfolio DST	08/04/2022	\$163,950,253	44.35%	\$294,585,253	4.00%	3.25%	3.87%	
Irish Row Student Housing DST	12/07/2023	\$28,252,537	46.14%	\$52,452,537	4.12%	4.50%	4.32%	
Epoch Student Housing DST	03/06/2024	\$77,167,152	42.23%	\$133,567,152	4.25%	4.25%	4.25%	
ALT Student Housing DST	06/27/2024	\$77,202,071	46.83%	\$145,202,071	4.00%	4.00%	3.78%	See note (4).
Knoxville Student Housing DST	07/16/2024	\$49,918,094	47.96%	\$95,918,094	4.00%	4.00%	4.00%	
Columbia SC Student Housing DST	10/22/2024	\$128,749,552	0.00%	\$128,749,552	4.25%	4.25%	4.25%	
Healthcare Properties (see note 7)								
Texas Healthcare Portfolio II DST	07/26/2017	\$55,020,466	0.00%	\$55,020,466	0.00%	5.91%	1.44%	See notes (5) and (7).
Healthcare Portfolio V DST	08/13/2018	\$59,879,155	0.00%	\$59,879,155	5.69%	5.69%	5.30%	
Healthcare Portfolio VI DST	12/11/2018	\$53,706,501	40.68%	\$90,539,535	5.50%	5.50%	5.68%	
Chicago Healthcare MOB DST	10/06/2022	\$18,589,754	0.00%	\$18,589,754	3.65%	3.65%	3.57%	
Hospitality Properties								
Healthcare Hospitality DST	07/17/2018	\$26,946,196	45.39%	\$49,346,196	4.00%	6.25%	3.41%	See note (3).
Denver Hospitality Portfolio DST	03/19/2019	\$28,440,106	43.62%	\$50,440,106	0.00%	5.00%	0.75%	See notes (1) and (3).

Program Name*	Program Offering Date	Total Equity Raised	Original LTV	Offering Price	Actual Annualized Cash-on-Cash Return 12/31/2025	PPM Projected Cash-on-Cash Return 2025	Avg. Cash-on-Cash Return from Inception through 12/31/2025	Notes
Healthcare Hospitality II DST	08/29/2019	\$18,114,363	35.27%	\$27,984,363	0.00%	5.50%	1.20%	See notes (1), (3), (8).
Detroit Hospitality DST	09/27/2019	\$32,368,270	43.58%	\$57,368,270	5.00%	6.25%	5.53%	See notes (1), (3), (8).
Downtown Nashville Hospitality DST	12/19/2019	\$80,953,386	48.45%	\$157,038,486	5.88%	6.50%	4.32%	See notes (3) and (8).
IPC Nashville Hospitality DST	02/28/2023	\$15,600,052	49.93%	\$31,159,209	5.87%	6.50%	6.28%	See note (9).
IPC Detroit Hospitality DST	08/15/2024	\$15,670,319	47.32%	\$29,747,561	5.00%	5.00%	5.00%	See note (10).
Senior Living Properties								
Phoenix Senior Living DST	10/31/2019	\$53,544,255	0.00%	\$53,544,255	4.00%	5.00%	4.27%	
Midwest Senior Living Portfolio DST	12/04/2019	\$80,925,660	0.00%	\$80,925,660	3.00%	5.75%	3.94%	See note (2).
Rochester MN Senior Living DST	04/04/2022	\$79,741,563	0.00%	\$79,741,563	3.75%	3.75%	4.35%	
Kansas City MSA Senior Living DST	05/17/2022	\$30,017,914	45.08%	\$54,654,994	3.75%	3.75%	4.09%	
Algonquin Senior Living DST	06/20/2023	\$46,208,179	38.02%	\$74,558,179	4.75%	4.75%	5.05%	
Minneapolis MSA Senior Living Portfolio DST	10/31/2023	\$76,762,629	41.00%	\$130,112,629	4.50%	4.50%	4.62%	
Minneapolis MSA Senior Living Portfolio II DST	09/12/2024	\$56,029,735	43.33%	\$98,869,680	4.25%	4.25%	4.25%	
National Senior Living Portfolio DST	11/08/2024	\$149,015,215	48.56%	\$289,712,890	4.50%	4.50%	4.50%	
Industrial Properties								
Last Mile Distribution DST	10/08/2020	\$64,319,739	0.00%	\$64,319,739	4.10%	4.10%	4.04%	
VA Coastal Logistics DST	10/07/2021	\$178,000,547	0.00%	\$178,000,547	3.58%	3.58%	3.47%	
IPC Industrial Portfolio DST	05/26/2022	\$275,859,119	0.00%	\$275,859,119	3.46%	3.46%	3.42%	
Retail Properties								
National Net Lease Portfolio VII DST	11/19/2015	\$89,357,629	40.38%	\$149,883,245	0.19%	2.34%	4.22%	See notes (5) and (11).
Chicagoland Supermarket Portfolio DST	02/02/2018	\$39,769,696	0.00%	\$39,769,696	3.00%	3.45%	3.99%	See notes (5) and (12).
Net Lease Grocery Portfolio DST	02/18/2021	\$159,989,003	49.68%	\$317,919,003	5.00%	5.00%	5.00%	
Convenience Net Lease Portfolio II DST	08/05/2021	\$16,948,336	0.00%	\$16,948,336	4.00%	4.00%	4.00%	
Essential Net Lease Portfolio DST	01/27/2022	\$84,304,050	50.93%	\$171,804,050	4.00%	4.00%	4.00%	
“Zero Cash Flow” Programs								
<i>(Note: These properties are highly leveraged and, by design, will produce no cash flow to maximize the amortization. Principal is amortized over the term of each loan. An investment in a “zero cash flow” program may be appropriate for investors who are selling a property and looking for suitable Replacement Property to effectuate a Section 1031 Exchange, particularly where an investor’s previous property was encumbered by high levels of debt.)</i>								
Gulf Coast Industrial DST	02/05/2016	N/A	88.16%	\$98,089,282	0.00%	0.00%	0.00%	See note (13).
Neighborhood Market Portfolio DST	06/13/2016	\$8,408,635	77.00%	\$28,151,368	0.00%	0.00%	0.00%	
Zero Coupon Pharmacy VI DST	10/13/2016	\$9,642,836	81.79%	\$52,959,275	0.00%	0.00%	0.00%	
Zero Coupon Pharmacy VII DST	10/13/2016	\$9,208,662	81.58%	\$49,986,000	0.00%	0.00%	0.00%	

Program Name*	Program Offering Date	Total Equity Raised	Original LTV	Offering Price	Actual Annualized Cash-on-Cash Return 12/31/2025	PPM Projected Cash-on-Cash Return 2025	Avg. Cash-on-Cash Return from Inception through 12/31/2025	Notes
Zero Coupon Pharmacy VIII DST	10/05/2017	\$17,337,655	78.32%	\$79,970,823	0.00%	0.00%	0.00%	See note (14).
Zero Coupon Chicagoland Office DST	02/23/2018	\$65,161,375	83.60%	\$398,276,589	0.00%	0.00%	0.00%	
ZC Pharmacy VIII DST	05/14/2019	\$3,802,243	78.42%	\$17,619,081	0.00%	0.00%	0.00%	See note (15).
Zero Coupon AZ Fulfillment DST	06/16/2020	\$35,306,051	82.13%	\$197,546,092	0.00%	0.00%	0.00%	
Zero Coupon OH Fulfillment DST	06/03/2021	\$41,914,150	82.18%	\$235,144,582	0.00%	0.00%	0.00%	See note (16).
Zero Coupon MI Office DST	03/02/2022	\$22,080,562	77.85%	\$99,702,643	0.00%	0.00%	0.00%	
Zero Coupon UT Office DST	07/06/2022	\$11,012,303	76.74%	\$36,329,391	1.00%	1.00%	1.00%	
Zero Coupon Essential Portfolio DST	11/14/2022	\$35,914,017	77.32%	\$158,339,017	0.00%	0.00%	0.00%	
Zero Coupon Ann Arbor Lab DST	07/19/2023	\$18,483,693	80.09%	\$92,834,830	0.00%	0.00%	0.00%	
Qualified Opportunity Zone Programs**								
Saint Paul Opportunity Zone, L.L.C.	06/13/2019	\$30,726,806	55.54%	\$69,108,722	0.00%	7.62%	0.51%	See note (17).
Daytona Multifamily Opportunity Zone, L.L.C.	10/28/2019	\$16,820,000	60.81%	\$49,215,602	0.00%	7.46%	3.97%	See note (18).
Colorado Springs Opportunity Zone, L.L.C.	12/27/2019	\$27,513,614	59.31%	\$63,574,055	4.00%	4.00%	1.23%	See note (19).
Self-Storage Qualified Opportunity Fund, L.L.C.	09/14/2020	\$149,804,007	N/A	\$149,804,007	0.00%	0.00%	0.00%	
Self-Storage Qualified Opportunity Fund II, L.L.C.	10/15/2021	\$102,952,638	N/A	\$102,952,638	0.00%	0.00%	0.00%	
Student Housing Qualified Opportunity Fund, L.L.C.	05/10/2022	\$254,950,589	N/A	\$254,950,589	0.00%	0.00%	0.57%	
Development Programs**								
IPC Self-Storage Redevelopment, L.L.C.	05/17/2021	\$5,990,000	50.36%	\$12,066,000	0.00%	0.00%	0.00%	
IPC Self-Storage Redevelopment Fund, L.L.C.	10/18/2022	\$47,086,361	0.00%	\$47,086,361	0.00%	0.00%	0.00%	

* Please note that the program name presented in this table is the name of the program as originally offered to investors. Following the original offering date, certain programs may have changed form, through a conversion to a DST or a springing event to an LLC, resulting in a subsequent name change.

** The programs included in these sections did not include projections as these programs were in the process of identifying and acquiring properties as of their respective program offering dates.

Table 2 – Custom (Sole Owner) Programs

Each of the following properties is owned by a sole owner. Each sole owner is required to have demonstrated expertise in owning and operating properties similar in location, size and operation to the particular property in the custom (sole owner) program. In addition, these sole owners may exercise more control over their properties than an individual investor and may take actions according to their risk tolerance and based on their experience which may be inconsistent with the original business plan detailed in the private placement memorandum for that program and the recommendation of the asset manager for that program.

Program Name*	Program Offering Date	Total Equity Raised	Loan-to-Value	Offering Price	Actual Annualized Cash-on-Cash Return 12/31/2025	Projected Cash-on-Cash Return 2025	Avg. Cash-on-Cash Return from Inception through 12/31/2025	Notes
<i>Multifamily Properties</i>								
Custom Lakewood Multifamily L.L.C.	10/03/2018	\$23,638,093	55.96%	\$51,598,134	6.28%	4.00%	5.35%	
<i>Self-Storage Properties</i>								
Custom Tennessee Storage, L.L.C.	06/25/2019	\$9,488,307	50.71%	\$19,250,807	5.69%	5.69%	7.64%	
<i>Healthcare Properties</i>								
Custom Tomball Medical, L.L.C.	02/22/2017	\$20,828,769	0.00%	\$20,828,769	4.53%	5.82%	5.36%	
Custom Tuscaloosa Medical, L.L.C.	02/22/2017	\$8,949,793	40.13%	\$14,949,973	6.57%	6.69%	5.57%	
Custom Florida Medical, L.L.C.	07/11/2019	\$8,631,983	55.58%	\$19,431,983	5.60%	5.60%	6.69%	

*Please note that the program name presented in this table is the name of the program as originally offered to investors. Following the original offering date, certain programs may have changed form, through a conversion to a DST or a springing event to an LLC, resulting in a subsequent name change.

Notes to Currently Operating Program Tables

- (1) General Note re: DST Conversion. Pursuant to the terms of the trust agreement, this property owner, originally organized as a Delaware statutory trust, converted to a “springing” limited liability company to allow the property owner to take actions it would not otherwise be able to accomplish as a DST.
- (2) Reduction in Distributions. As a result of the market and economic challenges and/or properties that are not performing as expected, these programs have reduced the annualized cash-on-cash return payable to investors.
- (3) Hospitality Programs – Pandemic. The measures taken to limit the impact of COVID-19 resulted in decreased travel and cancellations of meetings, vacations and public and private events, such as industry or social conventions, and directly impacted the demand for hospitality products and services, including the demand for rooms at the hotels owned by the Hotel Programs (each, an “**IPC Hotel**” and collectively, the “**IPC Hotels**”). Specifically, IPC saw a profound effect on occupancy and hotel revenue per room at the IPC Hotels. The applicable master tenants and the property managers proactively took steps to attempt to address the corresponding operational threats to the IPC Hotels and to minimize the impact of the coronavirus pandemic and the resulting global financial, economic and social distress on the applicable Hotel Programs’ financial results, and position the IPC Hotels to rebound as quickly as possible.

The master tenants for the Hotel Programs temporarily adjusted their expectations of cash flow in good faith, and, starting with the distribution payable in April 2020, temporarily suspended cash distributions to investors. As of December 31, 2025, all Hotel Programs were paying distributions except Denver Hospitality Portfolio DST and Healthcare Hospitality II DST.

- (4) 721 Programs. This investment program is part of a larger investment program structured by IPC pursuant to which one or more Delaware statutory trusts sponsored by IPC will offer beneficial interests in private placements, which beneficial interests are exchangeable into limited partnership units subject to terms set forth in the applicable private placement memorandum (each, a “**721 Program**”). Because the actual offering amount for a 721 Program may differ depending on the plan of distribution, the “Total Equity Raised” amount set forth in the table above is equal to, and the Actual, Projected and Average Cash on Cash Returns are based on, the highest Maximum Offering Amount set forth in the applicable private placement memorandum.
- (5) Partial Sale. This investment program originally owned more than one property or parcel. As of December 31, 2025, one or more properties or parcels owned by the program, but not the entirety of the portfolio, had been sold. The returns set forth in the “Currently Operating Programs” table above represent returns solely allocated to the remaining parcels. In addition, the PPM Projected Cash-on-Cash Return 2025 for the program was adjusted to account for the partial sale. The program is not included in the Program Dispositions table above because the entire portfolio had not been sold as of December 31, 2025. See also footnote (A) to the Program Disposition Table.
- (6) Self-Storage Portfolio III DST. Pursuant to the terms of the trust agreement, this property owner, originally organized as a Delaware statutory trust, converted to a “springing” limited liability company to allow the property owner to take actions it would not otherwise be able to accomplish as a DST. The asset manager completed a refinancing with a new lender on July 23, 2021. The new loan has a term of three years and bears interest at floating rate and can be extended for two (2) successive terms of twelve (12) months each. On December 31, 2022, the ownership structure was converted back to a Delaware statutory trust, with the new name “Houston Self-Storage Portfolio III DST.” The first extension option of the new loan was exercised.
- (7) Texas Healthcare Portfolio II DST. IPC offered the program known as Texas Healthcare Portfolio II DST (“**TX Healthcare II**”) to investors beginning July 26, 2017. At the time of the offering, Texas Healthcare Portfolio II DST owned a portfolio comprised of the following three medical outpatient facilities: (1) The Kleiman | Evangelista Eye Center, located in Arlington, Texas (the “**Arlington Property**”); (2) the USPS Surgical Institute, located in Houston, Texas and 100% leased to USPS Surgical Institute, LLC, a Texas limited liability company (the “**Houston ASC Property**”); and (3) The Houston Hospital for Specialized Surgery, located in Houston, Texas and 100% leased to US Pain & Spine Hospital, LP, a Texas limited partnership (the “**Houston Hospital Property**”). US Pain & Spine Institute, LLC, a Texas limited liability company, provided a guaranty of the lease

obligations for both the Houston ASC Property and the Houston Hospital Property. The TX Healthcare II asset manager became aware of the following events:

a. The tenant at the Houston Hospital Property did not pay rent for July through September 2018, and ceased operating the inpatient and surgery services on the second floor of the Houston Hospital Property. In August and September 2018, the property manager sent default letters to the tenant and the guarantor for various reasons, including failure to pay rent. The asset manager drew upon the tenant's security deposit for the tenant's rental obligations, but the security deposit funds were depleted after the rent payment for December 2018. The asset manager negotiated full payment from a then-prospective subtenant for the period of its occupancy, although the required security deposit was replenished. However, the prospective subtenant elected not to continue negotiating a direct lease with the master tenant and vacated the premises on December 31, 2019.

b. In addition, the tenant at the Houston ASC Property did not pay rent for August or September 2018, and ceased operating at the Houston ASC Property. In August and September 2018, the property manager sent default letters to the tenant and the guarantor for failure to pay rent. The asset manager drew upon the tenant's security deposit for the tenant's rental obligations, but the security deposit funds were depleted after the rent payment for September 2018.

For 2019 and continuing through the May 2020 operations, the annual cash-on-cash return was adjusted from 5.11% to 3.16%. Distributions then ceased with the June 8, 2020 distribution.

On November 19, 2018, Texas Healthcare Portfolio II LeaseCo, L.L.C., as master tenant for the portfolio, filed a suit in the District Court of Harris County, Texas, against USPS Surgical Institute, LLC and US Pain & Spine Institute, LLC (together, the "**US Pain Defendants**") for breach of lease and breach of guaranty related to the Houston ASC Property. Neither the tenant nor the guarantor answered the lawsuit, resulting in a default judgement in excess of \$2.8 million. The master tenant pursued payment on the judgment, and post-judgment discovery requests were served on the US Pain Defendants. The master tenant also hired a private investigator to investigate the financial and other assets of the US Pain Defendants' principals. Ultimately, the master tenant sought the imposition of a receivership over the US Pain Defendants, and on September 28, 2020, the Court so appointed a receiver to take possession of and to sell the leviabale assets, if any, of the US Pain Defendants. However, the receiver was unable to uncover any assets and therefore, IPC determined to end the search.

The Arlington Property and the Houston Hospital Property were sold in separate closings for an aggregate sale price of \$23,650,000.

- (8) Healthcare Hospitality II DST; Detroit Hospitality DST; Downtown Nashville Hospitality DST. As a result of the market and economic challenges created by the COVID-19 pandemic, and measures implemented to prevent its spread, IPC determined to suspend each of these private placement offerings in July 2020 and retained a portion of the beneficial interests in each program. The "Offering Price" listed for each of these programs includes the entire amount of equity originally offered.
- (9) IPC Nashville Hospitality DST. IPC Nashville Hospitality DST owns a 19.5291% beneficial interest in Downtown Nashville Hospitality II DST (originally syndicated as Downtown Nashville Hospitality DST), consisting of the portion of beneficial interests retained by IPC after the private placement offering was suspended in July 2020 as a result of the market and economic challenges created by the COVID-19 pandemic. On February 28, 2023, IPC Nashville Hospitality DST commenced a private placement offering of 100% of its beneficial interests.
- (10) IPC Detroit Hospitality DST. IPC Detroit Hospitality DST owns a 48.4126% beneficial interest in Detroit Hospitality II DST (originally syndicated as Detroit Hospitality DST), consisting of the portion of beneficial interests retained by IPC after the private placement offering was suspended in July 2020 as a result of the market and economic challenges created by the COVID-19 pandemic. On August 15, 2024, IPC Detroit Hospitality DST commenced a private placement offering of 100% of its beneficial interests.
- (11) National Net Lease Portfolio VII DST. National Net Lease Portfolio VII DST originally owned beneficial interests in five operating trusts, which each owned a property or properties in various states; four of these properties have

been sold. Distributions to investors related to the remaining property re-commenced with the December 2025 operations.

- (12) Chicagoland Supermarket Portfolio DST. At the commencement of the offering in January 2018, this investment program offered its beneficial interests to investors on an all-cash basis, without any mortgage loans in place for the three supermarket properties, one of these properties has been sold. Pursuant to a structure summarized in the offering documents for this program, long-term financing in the aggregate amount of \$28,093,440 was put in place on the three properties on April 27, 2018. The proceeds of such debt were then distributed to all then-current investors in the program as a return of equity. The private placement memorandum for the program projected a cash-on-cash return equal to 5.00% (on an annualized basis) prior to the financings, and projected a cash-on-cash return equal to 4.89% (on an annualized basis) after the financings.

Pursuant to the applicable loan documents, there was an automatic extension of the maturity date to April 27, 2028, at an increased interest rate of 5.25%. In anticipation of the extension, and the increased interest rate, distributions were adjusted from 4.25% to 3.00%, commencing with the February 2025 distribution. The return reflected in the table above reflects the weighted average return, taking into account the three-month projection provided in the forecast, included in the offering documents, and the remainder of 2025 at the adjusted distribution amount.

- (13) Gulf Coast Industrial DST. This property was originally acquired by Gulf Coast Industrial DST for the purpose of allowing investors in previously sponsored IPC programs to continue their 1031 exchange programs by exchanging their interests for the beneficial interests in Gulf Coast Industrial DST. IPC has advanced approximately \$2,313,335 to investors, in the aggregate, to cover the equity portion of the Dow Property, as necessary. At the time of origination, the respective advances each had a term of approximately 26.5 years with an annual interest rate fixed at 2.62%. Interest will accrue annually and will be required to be repaid along with the principal balance upon a sale of the Dow property. These investors have been afforded an option to complete a tax-deferred exchange into Gulf Coast Industrial DST which may provide them with an opportunity to defer tax consequences associated with each sale as well as potentially rebuild equity through the self-amortizing debt structure associated with Gulf Coast Industrial DST. Neither the asset manager nor IPC received an asset management or acquisition fee in connection with transferring investors into Gulf Coast Industrial DST; additionally, no property management fees will be paid for the Dow property.

Investors in the Global Logistics Office Building, located Dublin, Ohio, and investors in the University of Phoenix Building, located in Merrillville, Indiana, were offered the option to continue their 1031 exchange program with IPC through a transfer into Gulf Coast Industrial DST. Because the loans encumbering the original properties owned by these programs were in default, the investors were transferred out of their original investment programs prior to a foreclosure of the respective properties.

Investors in certain sold properties also were offered the option to continue their 1031 exchange program. Please see note (B) to the Program Dispositions table.

Additionally, this program was offered to new investors on a private placement basis.

- (14) Zero Coupon Pharmacy VIII DST and ZC Pharmacy VIII DST. Zero Coupon Pharmacy VIII DST indirectly owns a portfolio of 16 properties, each operated as a CVS pharmacy store. ZC Pharmacy VIII DST acquired a portion of the beneficial interests in Zero Coupon Pharmacy VIII DST.

Investors in (a) the AT&T Office Building, located in Pewaukee, Wisconsin, (b) the Citi Office Building, located in Columbus, Ohio, (c) the Lansing Shopping Center, located in Lansing, Illinois, and (d) the Countrywood Crossing Shopping Center, located in Memphis, Tennessee, were offered the option to continue their 1031 exchange program with IPC through a transfer into Zero Coupon Pharmacy VIII DST. Because the loans encumbering the original properties owned by these programs were in default, the investors were transferred out of their original investment programs prior to a foreclosure of the respective properties.

- (15) ZC Pharmacy VIII DST. ZC Pharmacy VIII DST owns a 23.4004% beneficial interest in Zero Coupon Pharmacy VIII DST, which indirectly owns a portfolio of 16 properties, each operated as a CVS pharmacy store.

- (16) Zero Coupon OH Fulfillment DST. The property was originally acquired by Zero Coupon OH Fulfillment DST for the purpose of allowing investors of the Scott Foresman Office Campus, located in Glenview, Illinois, to continue their 1031 exchange programs by exchanging their interests in the Scott Foresman Office Campus for beneficial interests in Zero Coupon OH Fulfillment DST in December 2021.
- (17) Saint Paul Opportunity Zone, L.L.C. This program, referred to as “**St. Paul QOF**,” which was structured to qualify as a qualified opportunity fund under the Code, indirectly acquired a parcel of land known as the “Seven Corners Gateway Site” in downtown Saint Paul, Minnesota, for the intended development of a hotel and a multifamily residential building. The development of the multifamily building was completed in September 2021 and the building achieved 95.8% occupancy in the third quarter of 2022. In connection with the stabilization of the multifamily building, the asset manager of St. Paul QOF refinanced the construction loan on such project in September 2022. The new loan obtained as a result of the refinancing provides for a five year loan term and a fixed interest rate. In the fourth quarter of 2022, investors in the St. Paul QOF received their proportionate share of \$2.75 million distribution of refinancing proceeds for the multifamily project. The return of capital from financing proceeds represented a return of approximately 8.5% of the original equity invested St. Paul QOF, or 1.0% of the “net equity” of St. Paul QOF.

On August 4, 2020, a fire affected the hotel development project owned by the St. Paul QOF. Reconstruction of the hotel project commenced in January 2022, and the hotel opened on July 6, 2023. In August, 2023, the asset manager of St. Paul QOF refinanced the construction loan on the hotel project. The new loan obtained as a result of the refinancing provides for a three year loan term and a fixed interest rate. IPC provided an approximately \$2 million advance in connection with the refinancing.

Quarterly distributions commenced on April 14, 2023, at a rate of 3.30% on the net equity, and ceased as of the 4th quarter of 2023 in order to use the cash flow from project operations to repay the IPC Advance.

- (18) Daytona Multifamily Opportunity Zone, L.L.C. This program, referred to as “**Daytona QOF**,” which was structured to qualify as a qualified opportunity fund under the Code, owns 90% of the membership interests in a joint venture that acquired and developed a multifamily property in Daytona, Florida, known as The Enclave at 3230. Development of the project was completed in March 2021, and the project achieved stabilization in the third quarter of 2021. In connection with the stabilization of the project, the joint venture refinanced the construction loan on such project in September 2022. The new loan obtained as a result of the refinancing provides for a five year loan term and a fixed interest rate. In October 2022, investors in Daytona QOF received a distribution of proceeds from the refinance totaling approximately \$15,335,310. This represents a return of approximately 91.17% of the original equity invested in Daytona QOF. The cash-on-cash return for 2025, as set forth in the table above, was calculated based on the remaining equity invested in Daytona QOF. The cash-on-cash return since inception, as set forth in the table above, was calculated on the weighted average equity invested in Daytona QOF from inception through December 31, 2025.
- (19) Colorado Springs Opportunity Zone, L.L.C. This program, referred to as “**Colorado Springs QOF**,” which was structured to qualify as a qualified opportunity fund under the Code, owns 67.767% of the membership interests in a joint venture that acquired and developed a dual-branded hotel in Colorado Springs, Colorado, under the SpringHill Suites by Marriott® and Element by Westin® brands. The impact of COVID-19 resulted in significant delays in the development and anticipated completion of this property, which was completed and opened for business on May 26, 2022. These significant delays resulted in a change in the PPM Projected Cash-on-Cash Return 2025, as reflected in the table. The joint venture refinanced the construction loan on such project in July 2023. The new loan obtained as a result of the refinancing provides for a three year loan term and a fixed interest rate. Colorado Springs QOF paid its first distribution the first quarter of 2024.

Litigation and Legal Proceedings

To the Trust’s knowledge, there are no legal actions pending or threatened against the Trust.

With respect to previous IPC-sponsored programs with an offering date of less than 10 years prior to December 31, 2025, there are no lawsuits pending against IPC or its affiliates where the amount in controversy is equal to or in excess of \$250,000, except: (a) as disclosed below or (b) as incidental to the ownership or operation of real estate that are reasonably expected to be covered by insurance:

- (1) Princeton Multifamily DST. On February 3, 2023, Princeton Multifamily DST, an IPC-sponsored investment program, filed a complaint in the New Jersey Superior Court, Law Division: Mercer County against TB Princeton Village, LLC and Toll Brothers, Inc. (together, the “**Princeton Defendants**”). The lawsuit relates to the multifamily property known as PARC at Princeton Junction, located in Princeton, New Jersey, and alleges that the Princeton Defendants failed to perform contractually required site remediation and repairs pursuant to a post-closing agreement. The complaint alleges breach of contract and declaratory judgment. The Princeton Defendants have responded to this complaint and discovery is ongoing.
- (2) Custom Florida Medical, L.L.C. Custom Florida Medical, L.L.C. (the “**Titusville Owner**”), an IPC-sponsored investment program, owns an acute care medical center in Titusville, Florida (the “**Titusville Property**”). The Titusville Property is 100% leased to North Brevard County Hospital District (d/b/a Parrish Medical Center), a special district of the State of Florida (the “**Titusville Tenant**”). On July 23, 2025, the Titusville Tenant filed a Complaint in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida, alleging that the Titusville Owner materially breached the lease by failing to maintain the HVAC system at the Titusville Property. The Titusville Tenant has requested injunctive relief and judgment against the Titusville Owner for damages. Based on agreement of the parties, the Titusville Owner has not yet filed a response and repair and replacement work is being performed.
- (3) Diversified Residential Portfolio III DST. Diversified Residential Portfolio III DST, an IPC-sponsored investment program, indirectly through its ownership of Williamsburg Multifamily DST (the “**Williamsburg DST**”), owns a multifamily property located at 401 Bulifants Boulevard, Williamsburg, Virginia 23188 and known as The Bend Arbordale (the “**Williamsburg Property**”). Tenants of the Williamsburg Property filed an Amended Complaint in the Circuit Court for the County of York and City of Poquoson naming, among others, the Williamsburg DST and the affiliated property manager. The Complaint alleges breach of contract for failure to maintain the Williamsburg Property in good and safe condition, violations of the Virginia Residential Landlord Tenant Act, negligence and fraud. Defense counsel has been engaged, and discovery is in process.

FEDERAL INCOME TAX CONSEQUENCES

The following is a summary of certain federal income tax consequences to the Investors that prospective Investors should consider. A complete discussion of the federal tax consequences of acquiring Interests is beyond the scope of this summary. Prospective Investors should be aware that the income tax consequences of an acquisition of an Interest are uncertain and complex and that such consequences may not be the same for all taxpayers. Neither the Trust nor any of the Trust's affiliates are providing any assurances or legal opinions to the effect that the acquisition of Interests by any prospective Investor will meet the requirements under Section 1031. The following summary is based on the Code, regulations enacted under the Code (the "**Treasury Regulations**"), court decisions and published IRS rulings that are in effect on the date of this Memorandum. Future legislative or administrative changes or court decisions may significantly change the conclusions expressed below, and these changes or decisions may have a retroactive effect.

Classification for Purposes of Section 1031

The Trust Agreement has been structured with the intent that an Investor will be treated as acquiring an undivided interest in real estate, as opposed to a security or interest in a partnership, joint venture, association or trust for federal income tax purposes. An Investor who is acquiring an Interest pursuant to a Section 1031 Exchange must be aware that the Interest must be treated as an interest in real property and not as an interest in a partnership, joint venture, association or trust in order for an Investor to be eligible to use the Interest as part of a Section 1031 Exchange. However, no ruling will be requested from the IRS that the Interests will be treated as undivided interests in real estate as opposed to an interest in a partnership, joint venture, association or trust for federal income tax purposes. In the absence of a ruling, there can be no assurance that the IRS will treat the Interests as interests in real estate for federal income tax purposes. Consequently, an Investor acquiring an Interest as part of a Section 1031 Exchange should, and is required to represent in the Subscription Agreement, that such Investor has consulted his, her or its own tax advisor about the tax consequences of any Section 1031 Exchange and its potential risks.

An Interest must constitute an interest in real estate to qualify for exchange treatment under Section 1031. The determination of whether an Interest will be treated for federal income tax purposes as ownership in real estate and not as a security or an interest in a partnership, joint venture, association or trust is dependent upon all of the surrounding facts and circumstances. On July 20, 2004, the IRS issued Revenue Ruling 2004-86, 2004-2 C.B. 191, which held that, assuming the other requirements of Section 1031 are satisfied, a taxpayer's exchange of real property for an Interest in the DST satisfies the requirements of Section 1031. The IRS based its holding on the following conclusions: (1) the DST is treated as an entity separate from its owners (and not as a co-ownership or agency arrangement), (2) the DST is an "investment" trust and not a "business entity" for federal income tax purposes, (3) the DST is a "grantor trust" for federal income tax purposes, with the holders of interests in the DST treated as the grantors of the DST, and (4) the holders of interests in the DST are treated as directly owning interests in real property held by the DST. Because Revenue Ruling 2004-86 contains numerous factual assumptions regarding the DST, not all of which apply to the Trust, there can be no guarantee that the Interests will satisfy the requirements of Section 1031. Nevertheless, the Trust Agreement has been drafted such that it is consistent with the material factual assumptions regarding the DST, and Special Tax Counsel to the Trust has rendered a Tax Opinion that the acquisition of Interests by an Investor **should** be treated as a direct acquisition of the Property for purposes of Section 1031. Such opinion will rely upon the accuracy and completeness of certain documents, facts, representations and assumptions that may not be applicable to a particular prospective Investor. In addition, qualification of the transaction under Section 1031 requires meeting numerous statutory, regulatory and other conditions and also involves issues based on facts and situations that are not and cannot be known to Special Tax Counsel. Therefore, each prospective Investor's tax situation with respect to an exchange will be different and a prospective Investor must consult with his, her or its own tax advisor regarding his, her or its ability to effectuate an acquisition of replacement property under Section 1031. The Tax Opinion addresses only one aspect in qualifying under Section 1031, whether an acquisition of an Interest can be treated as a direct acquisition of the Property for purposes of Section 1031.

Other issues relevant to qualification under Section 1031 that are not addressed include, but are not limited to:

- whether a prospective Investor has properly identified the replacement property within the 45-day time period or closed within the 180-day time period;

- whether the Relinquished Property qualified as being held for investment purposes or in a trade or business;
- whether a prospective Investor will fall within the deferred exchange safe harbor rules by properly using a “qualified intermediary” and a “qualified exchange escrow”;
- whether a prospective Investor acquiring the Interests and attempting to do a reverse exchange meets all the qualifications spelled out in Revenue Procedure 2000-37, 2000-2 C.B. 308 (September 18, 2000);
- whether some portion of the Property is “personal property” not “real property”; and
- whether any amounts paid by, or deemed paid by, the prospective Investors with respect to certain costs and expenses of the Offering, financing costs and funding of the Reserve Account will be deemed to constitute other consideration received in the exchange.

Therefore, a prospective Investor must consult his, her or its own tax advisor regarding an acquisition of an Interest and the qualification of his, her or its transaction under Section 1031. A prospective Investor may not rely on the Trust’s Special Tax Counsel or on the Trust, its affiliates or its agents, including its accountants, for any tax advice regarding the treatment of his, her or its transaction under Section 1031. For the same reason, except as provided in the Tax Opinion (subject to the limitations described therein), a prospective Investor may not rely on any statement made in this Memorandum regarding the qualification of his, her or its purchase of an Interest under Section 1031. No representation or warranty of any kind is made with respect to the IRS’s acceptance of the qualification of a proposed Section 1031 Exchange.

Property Identification for Section 1031 Exchanges

Section 1031 generally permits taxpayers to identify up to three replacement properties (the “**three-property rule**”), without regard to the fair market value of those properties. In addition, taxpayers may identify any number of properties so long as their aggregate fair market value at the end of the identification period does not exceed 200% of the value of the Relinquished Property on the date it was transferred (the “**200% rule**”). If the three-property rule and 200% rule are violated, an Investor will still be treated as properly identifying any replacement property identified before the end of the identification period and received before the end of the exchange period if the fair market value of the replacement property received is at least 95% of the aggregate fair market value of all identified replacement property. The property identification rules of Section 1031 are complex, and Investors must consult with their own qualified intermediaries and tax advisors concerning their satisfaction of the property identification requirements of Section 1031.

Receipt of Boot

If, in a Section 1031 Exchange, money is received or deemed received in addition to the like-kind property (referred to as “**boot**”), then gain on the Relinquished Property is recognized up to the amount of boot. Although there is no direct authority on point, prospective Investors should be aware that the IRS may take the position that certain costs paid or deemed paid from money received from the sale of the Relinquished Property are boot and, therefore, income to the Investors. For example, the IRS may conclude that some amounts paid into the Reserve Account and amounts paid in connection with this Offering constitute boot received by the Investors and not a reinvestment in real estate. Special Tax Counsel to the Trust is not opining as to whether any such amounts paid by or deemed paid by the Trust or the Investors will be considered an acquisition of real estate or boot to the Investors. *See “Estimated Use of Proceeds” and “Plan of Distribution.”*

Excess Business Losses May Not Be Currently Deductible

Excess business losses of a taxpayer other than a corporation are not allowed for the taxable year. Such losses are carried forward and treated as part of the taxpayer’s net operating loss carryforward in subsequent taxable years. An excess business loss for the taxable year is the excess of aggregate deductions of the taxpayer attributable to trades or businesses of the taxpayer over the sum of aggregate gross income or gain of the taxpayer plus a threshold amount. The threshold amount for 2026 is \$256,000 (or twice the applicable threshold amount in the case of a joint return). The threshold amount is indexed for inflation. In the case of a partnership or S corporation, the provision applies at the partner or shareholder level. The provision applies after the application of the passive loss rules.

Deduction for Qualified Business Income

Code Section 199A generally provides that a noncorporate taxpayer can deduct 20% of the “qualified business income” that he, she or it receives during the taxable year. “Qualified business income” is the net amount of qualified items of income, gain, deduction, and loss with respect to any qualified trade or business of the taxpayer. For taxpayers whose taxable income exceeds the threshold amount of \$201,750 (\$403,500 in the case of a joint return) the deductible amount for a qualified trade or business is the lesser of: (1) 20% of the taxpayer’s qualified business income, or (2) the greater of (a) 50% of the W-2 wages relating to the qualified trade or business or (b) the sum of (i) 25% of the W-2 wages relating to the qualified trade or business and (ii) 2.5% of the “unadjusted basis immediately after acquisition of qualified property.”

There is substantial uncertainty as to whether a taxpayer’s ownership of real estate that is subject to a triple-net lease can qualify as a “trade or business” for purposes of Code Section 199A. Treasury Regulations provide some guidance with respect to Code Section 199A. The “Summary of Comments and Explanation of Revisions” that the Department of Treasury included with the final Treasury Regulations (the “**Explanation**”) discusses rental real estate activities as a trade or business for purposes of Code Section 199A. Treasury Regulations state that “trade or business” has the same meaning as in Code Section 162. The Explanation notes that the Department of Treasury and the IRS will not provide a bright-line rule as to whether rental real estate activities will be considered a Code Section 162 trade or business for purposes of Code Section 199A. The IRS issued IRS Revenue Procedure 2019-38 that created a safe harbor that taxpayers with rental real estate activities can, if they meet the requirements, rely upon to treat their rental real estate activities as a “rental real estate enterprise” that will be considered a “trade or business” for purposes of Code Section 199A. However, IRS Revenue Procedure 2019-38 specifically excludes from the safe harbor triple net leases, which are defined as agreements that require the tenant or lessee to pay taxes, fees, and insurance, and to pay for maintenance activities for a property in addition to rent and utilities. IRS Revenue Procedure 2019-38 notes that failure to satisfy the requirements of the safe harbor does not preclude a taxpayer from otherwise establishing that a rental real estate activity is a trade or business for purposes of Code Section 199A. Thus, a taxpayer with a triple net lease will need to establish that his, her or its rental real estate activity qualifies as a Code Section 162 trade or business.

Under Code Section 162, the determination as to whether an activity rises to the level of a “trade or business” is based on the facts and circumstances. The current rules with respect to Code Section 162 require a taxpayer to be an active participant in his, her or its real estate rental activities for the activities to constitute a “trade or business.” As the Treasury Regulations note, a taxpayer seeking to determine whether a rental real estate activity is a Code Section 162 trade or business will need to consider factors including, but are not limited to, the following: (i) the type of rented property, (ii) the number of properties rented, (iii) the owner’s or the owner’s agent’s day-to-day involvement, (iv) the types and significance of any ancillary services provided under the lease, and (v) the terms of the lease. The Property is subject to the Master Lease, which may be a triple-net lease, and Investors are expected to be passive investors in the Property. Thus, there is substantial uncertainty as to whether the income that Investors receive from the Trust can qualify as “qualified business income” from a qualified trade or business.

Moreover, the Treasury Regulations also state that a taxpayer’s “unadjusted basis” in replacement property that he, she or it receives in a like-kind exchange under Section 1031 is his, her or its basis in its Relinquished Property. Thus, an Investor who purchases his, her or its Interest through a like-kind exchange under Section 1031 may have an “unadjusted basis” in his, her or its Interest equal to the basis he, she or it had in his, her or its Relinquished Property. If so, an Investor who has a low basis in his, her or its Relinquished Property will have a low “unadjusted basis” in his, her or its Interest, and his, her or its Code Section 199A deduction amount may be less than the deduction amount of an Investor who purchased his, her or its Interest through means other than a Section 1031 Exchange.

Tax Deficiency, Penalties and Interest

If an IRS audit disqualifies an Investor’s proposed Section 1031 Exchange, the Investor will be taxed on his, her or its gain on the sale of the Relinquished Property, and the IRS will assess interest and could assess penalties and interest on the tax deficiencies associated with any failed Section 1031 Exchange. The Code provides for penalties relating to the accuracy of a tax return equal to 20% of the portion of the underpayment to which the penalty applies. The penalty applies to any portion of any understatement which is attributable to: (1) negligence; (2) any substantial understatement of income tax; or (3) any substantial valuation overstatement. Additional interest may be imposed on underpayments relating to tax shelters. As indicated above, Special Tax Counsel to the Trust has issued an opinion that an acquisition of an Interest **should** be treated as a direct acquisition of the Property for purposes of Section 1031.

However, such opinion does not address whether an Investor's specific transaction qualifies as a Section 1031 Exchange or whether any amounts paid by or deemed paid by the Trust or the Investors with respect to certain expenses of the Offering or financing will be deemed to constitute an acquisition of real estate. While Special Tax Counsel to the Trust believes that its opinion is supported by substantial authority and that an Investor should not be subject to the accuracy-related penalties described above with respect to whether the purchase of an Interest qualifies as a direct acquisition of real estate, such opinion is not binding on the IRS and does not provide a guarantee against an adverse tax result.

Taxable Income

It is expected that an Investor's Interests will generate annual taxable income in excess of the cash distributable to such Investor. Although such taxable income can be offset by depreciation deductions, the amounts of such depreciation deductions may be limited since the tax basis of such property received in a Section 1031 Exchange is generally the same as the tax basis of the property exchanged. Therefore, if an Investor has a low tax basis in the Relinquished Property exchanged in a proposed Section 1031 Exchange, such Investor will have a low tax basis in his, her or its Interests, and his, her or its depreciation deductions will be less than a purchase not structured as a Section 1031 Exchange.

Net Income and Loss of Each Investor

Each Investor will be required to determine his, her or its own net income or loss from the Property for income tax purposes. Certain expenses of the Property, such as depreciation, will be different for different Investors. The Signatory Trustee will keep records and provide information about expenses and income for each Investor. An Investor, however, will be required to keep separate records and to separately report his, her or its own net income or loss from the Property for income tax purposes. The application of certain rules, including the passive activity loss rules and the at-risk rules, may cause the tax treatment of certain expenses of the Property, such as depreciation, to be different for each Investor.

In addition to other income tax imposed by the Code, the Code imposes a 3.8% Medicare Contributions Tax on the "net investment income" of certain U.S. individuals and on the undistributed "net investment income" of certain estates and trusts. Among other items, "net investment income" generally includes rent and net gain from the disposition of investment property, less certain deductions.

Tax Impact of Sale of the Property

If the Property is sold or otherwise disposed of in a taxable transaction, the Investors will likely recognize taxable income. An Investor will have taxable income to the extent that the amount realized by such Investor exceeds his, her or its tax basis in his, her or its Interests. In addition, as noted above in "*Net Income and Loss of Each Investor*," the 3.8% Medicare Contributions Tax is likely to apply to any net gain realized on a taxable disposition of the Property.

State and Local Laws

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

THE OFFERING

Who May Invest

The offer and sale of the Interests is being made in reliance on an exemption from the registration requirements of the Securities Act, and the Interests have not been, and will not be, registered under the Securities Act. Accordingly, distribution of this Memorandum has been strictly limited to persons who meet the requirements and make the representations set forth in the Subscription Agreement, the form of which is attached hereto as Exhibit A. The Trust reserves the right, in its sole discretion, to declare any person ineligible to purchase the Interests and to reject any offer to purchase the Interests. In addition, the Trust reserves the right to cancel any sale at any time prior to the receipt of funds for purchase, if that sale, in the opinion of the Trust and its counsel, may violate any federal, state or foreign securities laws or regulations or is otherwise objectionable for any reason. The Interests may not be transferred or resold except as permitted under the Trust Agreement, the Securities Act and any applicable state or other securities laws, pursuant to registration or an exemption therefrom. Prospective Investors should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time.

Investor Suitability Requirements

Investment in the Interests involves a high degree of risk and is suitable only for persons of substantial financial means who have no need for liquidity and who can afford to lose their entire investment. This investment will be sold only to persons who subscribe for at least a \$100,000 investment if completing a Section 1031 Exchange or \$25,000 for a cash investment without a Section 1031 Exchange and who meet the requirements set forth below. The Trust may permit persons to make a smaller investment.

The Trust will only accept a subscription from an “accredited investor,” as defined in Regulation D under the Securities Act. The Trust will not accept subscriptions from, or made on behalf of, tax-exempt entities, including but not limited to qualified employee pension and profit-sharing trusts, individual retirement accounts, Simple 401(k) plans, annuities and charitable remainder trusts. In addition to certain institutional investors, a person who meets one of the following tests will qualify as an accredited investor:

- Natural person that has an individual net worth, or joint net worth with his or her spouse or spousal equivalent, of more than \$1,000,000, provided that for purposes of calculating such net worth: (1) the investor’s primary residence will not be included as an asset; (2) indebtedness that is secured by the investor’s primary residence, up to the estimated fair market value of the primary residence at the time of the closing of the investor’s acquisition of an Interest, will not be included as a liability, *provided, however*, that if the amount of such indebtedness outstanding at the time of the closing of the investor’s acquisition of an Interest exceeds the amount of indebtedness outstanding 60 days before such time, other than as a result of the acquisition of the primary residence (such as, for example, if the investor takes out a home equity loan that is not used to acquire a primary residence during such 60-day time frame), the amount of such new indebtedness will be included as a liability; and (3) indebtedness that is secured by the investor’s primary residence in excess of the estimated fair market value of the primary residence will be included as a liability;
- Natural person that has an individual income in excess of \$200,000, or joint income with his or her spouse or spousal equivalent in excess of \$300,000, in each of the two most recent years and has a reasonable expectation of reaching the same income level in the current year;
- Natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status; or
- If not a natural person, one of the following:
 - Corporation, Massachusetts or similar business trust, partnership or limited liability company, not formed for the specific purpose of acquiring Interests, with total assets in excess of \$5,000,000;
 - Trust, with total assets over \$5,000,000, not formed for the specific purpose of acquiring Interests and whose purchase is directed by a person who has such knowledge and experience

in financial and business matters that he or she is capable of evaluating the merits and risks of an investment in Interests;

- Broker-dealer registered under Section 15 of the Securities Exchange Act of 1934, as amended;
- Investment company registered under the Investment Company Act or a “business development company” (as defined in Section 2(a)(48) of the Investment Company Act);
- Small business investment company licensed by the Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958, as amended;
- “Private business development company” (as defined in Section 202(a)(22) of the Investment Advisers Act);
- Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;
- Bank as defined in Section 3(a)(2) of the Securities Act, any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity, or any insurance company as defined in Section 2(13) of the Securities Act;
- One of the Trust’s or IPC’s executive officers;
- Investment adviser registered pursuant to section 203 of the Investment Advisers Act or registered pursuant to the laws of a state or an investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the Investment Advisers Act;
- (A) A family office, as defined in rule 202(a)(11)(G)–1 of the Investment Advisers Act, with assets under management in excess of \$5,000,000, that is not formed for the specific purpose of acquiring an Interest, and whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of an investment in an Interest, or (B) a family client, as defined in rule 202(a)(11)(G)–1 of the Investment Advisers Act, of a family office meeting the requirements described in the preceding clause (A) and whose purchase is directed by such family office; or
- Entity in which all of the equity owners are accredited investors as defined in *Investor Suitability Requirements* above.

In addition, each Investor and each subsequent transferee must represent that the Interests are not being purchased by or on behalf of (1) any tax-exempt entity, including but not limited to any qualified employee pension or profit-sharing trust, any individual retirement account, Simple 401(k) plan, annuity or charitable remainder trust or (2) a foreign person.

In addition, each Investor must represent in writing that:

The Investor understands that the tax consequences of an investment in the Interests, especially the qualification of the transaction under Section 1031 and the related rules, are complex and vary with the facts and circumstances particular to the Investor. Therefore, the Investor represents and warrants that he, she or it: (1) has consulted with his, her or its own independent tax advisor regarding the investment in the Interests and the qualification of the transaction under Section 1031; (2) except to the extent of the Tax Opinion rendered by Special Tax Counsel, is not relying on the Trust, any of its affiliates or agents, including its counsel and accountants, for any tax advice regarding the qualification of the transaction under Section 1031 or any other matter; and (3) is not relying on any statements made in this Memorandum regarding the qualification of his, her or its purchase of the Interests under Section 1031.

How to Purchase the Interests

A prospective Investor who would like to purchase the Interests must carefully read this Memorandum. To purchase the Interests, a prospective Investor must:

1. Complete and sign a Subscription Agreement, and, **on the last page, sign the acknowledgment of the representations and warranties contained therein.** Deliver the Subscription Agreement to your investment representative.

2. Your investment representative will forward the documents to his, her or its broker/dealer. The broker/dealer will then forward the documents to **Inland Private Capital Corporation, 2901 Butterfield Road, Oak Brook, Illinois 60523, Attention: Investments,** or via e-mail to investments@inlandprivatecapital.com.

3. Follow the instructions below:

a) If your investment is part of a Section 1031 Exchange – The Trust and the qualified intermediary (the holder of the exchange proceeds from your Relinquished Property) will coordinate the payment for the purchase of the Interests. Upon receiving the Subscription Agreement, and the necessary escrow instructions from the Trust, the qualified intermediary will either wire the funds from the qualified escrow account to the Trust or deliver to IPC, in person or by mail, a certified check **made payable to Inland Mokena Senior Living DST.**

b) If your investment is a direct investment – Payment for the purchase of Interests may be made by either wiring the funds directly to the Trust (the preferred method), or by delivering to IPC, in person or by mail, a check **made payable to Inland Mokena Senior Living DST.** If you choose to wire the funds directly, please contact IPC Investor Services, at Inland Private Capital Corporation ((866) My-Inland ((866) 694-6526)) for the necessary escrow instructions.

Closing of the purchase will take place at 2901 Butterfield Road, Oak Brook, Illinois 60523 and the executed documents will be forwarded to the Investor.

SUMMARY OF THE SUBSCRIPTION AGREEMENT

General

Each Investor will be required to execute a Subscription Agreement in the form attached hereto as Exhibit A. Prospective Investors should review the entire Subscription Agreement with their own independent legal counsel before submitting an offer to purchase an Interest. The execution of the Subscription Agreement and tender of the requisite amount of money will constitute an irrevocable offer to purchase the Interest, except as set forth under “*Termination of the Subscription Agreement*.”

The Trust reserves the right to reject any offer, in which case the Trust will promptly return the tendered funds to the escrow held by the qualified intermediary in the case of a Section 1031 Exchange or to a prospective Investor if it is a cash investment. The following is merely a summary of some of the significant provisions of the Subscription Agreement and is qualified in its entirety by reference thereto.

Each prospective Investor will be required to acknowledge and represent in the Subscription Agreement that he, she or it is acquiring the Interest for investment purposes and not with a view for resale or distribution. Further, each prospective Investor must acknowledge and represent that he, she or it is aware of the risks inherent in an investment such as the Interest, including, without limitation, the risks set forth in this Memorandum.

Submission of Offer to Purchase

A summary of the procedures for the offer and purchase of an Interest is set forth in the section captioned “*The Offering – How to Purchase the Interests*” of this Memorandum. Investors should read that section in its entirety.

Closing

At the closing of a purchase, the Investor will receive an Interest in the Trust. The Investor will deliver at closing to the Trust: (1) the Subscription Agreement; (2) an executed signature page for the Trust Agreement; and (3) any other documents as may reasonably be requested by the Trust. The initial closings of purchases will take place at such time that the Trust is contractually able to begin accepting investments in the Interests under the terms of the Subscription Agreement.

No Tax Advice

Other than the Tax Opinion issued by the Trust’s Special Tax Counsel and attached hereto as Exhibit C, the Investors will acquire their Interests without any representations from the Trust regarding the tax implications of the transaction. Each Investor should consult his, her or its own independent attorneys and other tax advisors regarding the tax implications of the Investor’s acquisition of the Interests, including whether such acquisition will qualify as part of a proposed Section 1031 Exchange, if one is contemplated. See “*Federal Income Tax Consequences*.”

Termination of the Subscription Agreement

In general, a purchase of Interests is irrevocable and may not be canceled, terminated or revoked.

If an offer to purchase is rejected in whole or in part, or if the Trust terminates the Offering for any reason, the Trust will promptly return the applicable portion of the purchase price, and the prospective Investor will have no right to acquire an Interest in the Trust and will have no claims against the Trust for damages, expenses, lost profits or otherwise.

Indemnity

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

PLAN OF DISTRIBUTION

The Offering is for \$86,840,527, which comprises 100% of the Interests in the Trust. If any Interests in the Trust cannot be sold, the Depositor or its affiliate will own the remaining Interests. As discussed herein, the LCS Affiliate will acquire 2.0% of Interests as part of this Offering. The Interests owned by the Depositor and by the LCS Affiliate will be held for investment purposes and not for resale. For purposes of this Memorandum, various fees have been calculated based on the Maximum Offering Amount.

All proceeds from a potential Investor will be promptly returned if the offer to purchase is not accepted by the Trust. The Trust reserves the right to refuse to sell the Interests to any person, in its sole discretion, and may terminate the Offering at any time.

The offer and sale of the Interests are made in reliance upon exemptions from the Securities Act and state securities laws. Accordingly, distribution of this Memorandum has been strictly limited to persons satisfying the suitability requirements described in the section entitled "*The Offering – Who May Invest*" herein. This Memorandum does not constitute an offer to sell or a solicitation of an offer to buy with respect to any person not satisfying those qualifications.

Fees

The Trust will pay ISC Selling Commissions of up to 5.0% of the gross cash proceeds of the Offering, and ISC will reallow (pay) the full amount of the Selling Commissions to broker/dealers who are members of FINRA. The Trust will pay ISC a Dealer Fee, in an amount equal to up to 1.25% of the gross cash proceeds of the Offering, for coordinating the marketing of the Interests with any participating broker/dealers as well as for non-itemized, non-invoiced due diligence efforts. ISC will reallow (pay) the full amount of the Dealer Fee to broker/dealers who are members of FINRA. In addition, the Trust will pay ISC a Placement Agent Fee, equal to 1.65% of the gross cash proceeds of the Offering, and will reimburse IPC, its affiliates and certain third parties for O&O expenses in an amount equal to 0.50% of the gross cash proceeds of the Offering. The Selling Commissions, the Dealer Fee, the Placement Agent Fee, the O&O Expenses, as well as other costs of the Offering, will be paid by the Trust out of the gross cash proceeds of the Offering. Because of the nature of a Section 1031 Exchange and applicable IRS requirements, it is difficult, if not impossible, to charge Investors for any shortfall in costs and expenses related to the Offering. If the actual costs and expenses exceed the estimates, IPC will pay those costs. Conversely, if the estimates exceed the actual costs and expenses, IPC will retain the difference as additional compensation.

Fee Waivers, Special Sales

Each Investor may agree with his, her or its respective investment representatives or broker/dealer to reduce or eliminate any Selling Commissions or Dealer Fee payable with respect to his, her or its purchase of the Interests. In this case, the Trust will not pay any Selling Commissions and/or Dealer Fee to ISC in respect of the Interests for which the broker/dealer or investment representative has agreed to waive the fees, which will have the effect of increasing the amount of Interests purchased by the particular Investor. The proceeds to the Trust will not be affected by any waiver of Selling Commissions and/or Dealer Fee.

In addition, on a case-by-case basis, the Placement Agent and/or IPC may, in its sole discretion, decide to reduce or waive certain fees or reimbursements to which they are entitled in connection with a particular sale of Interests. Specifically, the Placement Agent may decide, in its sole discretion, to reduce or waive the Placement Agent Fee payable with respect to a particular purchase of the Interests, and IPC may decide, in its sole discretion, to reduce or waive the O&O Expenses reimbursable with respect to a particular purchase of the Interests and/or to reduce or waive the acquisition fee payable with respect to a particular purchase of the Interests. Any such waiver or reduction will have the effect of increasing the amount of Interests purchased by the particular Investor. The proceeds to the Trust will not be affected by any waiver of these fees or reimbursements.

Moreover, in certain circumstances, in addition to the waivers and reductions described in the preceding paragraph, the Trust may elect to further discount the price at which it sells the Interests. In any such circumstance, the proceeds to the Trust will not be affected because any difference between the discounted purchase price and the stated purchase price will be borne by IPC and not the Trust. Furthermore, the Depositor may be permitted, on a case-by-case basis, to: (a) engage in sales of the Interests (in which case the proceeds to the Trust will not be affected

because the Depositor will be financially responsible for any amounts otherwise payable to the Trust in connection with a sale of Interests by the Trust as set forth in this Memorandum); and (b) arrange for financing with respect to such sales, which financing may be secured by the Interests in the Trust or by other assets of the purchasing Investor.

Further, in no event will any Selling Commissions or other fees be paid in connection with any “Special Sale” or with the sale of Interests directly by the Trust. “Special Sales” are defined under the Placement Agent Agreement between the Trust and the Placement Agent to include sales to officers, directors and employees of The Inland Group, LLC, Inland Investments, the Placement Agent, or any of their direct or indirect wholly owned subsidiaries, as well as the family members (including spouses, parents, grandparents, children and siblings) of these persons, and officers, directors or employees of any investment program, including any REIT previously sponsored by Inland Investments. The elimination of such fees in connection with a “Special Sale” will have the effect of increasing the amount of Interests purchased by the particular Investor. The net offering proceeds received by the Trust will not be affected by these “Special Sales.”

In the event an Investor independently uses the services of a registered investment advisor and not a broker/dealer in connection with the purchase of Interests, no Selling Commissions or Dealer Fee will be payable to the investment advisor with respect to his, her or its purchase of those Interests, which will have the effect of increasing the amount of Interests purchased by the particular Investor. The payment of any fees or similar compensation to such investment advisor will be the sole responsibility of the Investor, and the Trust will have no liability for that compensation. The proceeds to the Trust will not be affected by this waiver of Selling Commissions and the Dealer Fee.

Notwithstanding the preceding paragraph, IPC may enter into real estate consulting or advisory agreements with third-party firms, referred to herein as Real Estate Consultants, that are affiliates of RIAs that have entered into agreements with the Placement Agent, for the provision of real estate consulting services that relate exclusively to the acquisition or disposition of interests in real estate and not the offer or sale of any securities. Typically, in the event an Investor independently uses the services of an RIA or Real Estate Consultant and not a broker/dealer in connection with the purchase of Interests, no Selling Commissions or Dealer Fee will be payable to the RIA or Real Estate Consultant with respect to his, her or its purchase of those Interests, which will have the effect of increasing the amount of Interests purchased by the particular Investor.

Placement Agent Agreement – Indemnity

Pursuant to the Placement Agent Agreement entered into by and between the Trust and the Placement Agent, and subject to the limitations set forth therein, the Trust has agreed to indemnify and hold harmless the Placement Agent, each offering participant and each person, if any, who controls the Placement Agent or any offering participant within the meaning of the Securities Act, against any and all loss, liability, claim, damage and expense whatsoever caused by (1) any untrue statement or alleged untrue statement of a material fact contained in this Memorandum, or any amendment or supplement thereto, or any sales literature or (ii) the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. See “*Risk Factors – Risks Related to the Offering – The Trust has agreed to indemnify the placement agent for the Offering and offering participants*” for additional discussion.

Broker/Dealer Disqualifying Events

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

As of the date of this Memorandum, no brokers/dealers that may sell Interests in this Offering have informed IPC and the Placement Agent that they have been subject to certain specified “disqualifying events” under Rule 506.

REPORTS AND ADDITIONAL INFORMATION

Books and Records

During the term of the Asset Management Agreement, the Asset Manager will keep proper and complete records and books of account for the Property. These books and records will be kept at the Asset Manager's principal place of business at 2901 Butterfield Road, Oak Brook, Illinois 60523 and will be available to the Investors during reasonable business hours.

Reports

The Signatory Trustee intends to provide the Investors with Investor Reports, which will include a financial update as well as updates regarding the performance of the Property, on a quarterly basis. However, the Signatory Trustee will not begin providing these Investor Reports until the later to occur of (1) the last Investor closing on his, her or its investment in the Trust and (2) the Trust completing its first full year of operations.

Tax Information

The Asset Manager will provide to the Investors, in time for each Investor to file his, her or its tax returns, all tax information concerning the Trust that is necessary for preparing the Investor's income tax returns for that year.

Additional Information

The Trust will answer inquiries concerning the Interests and other matters relating to the Offering. Also, the Trust will afford prospective Investors the opportunity to obtain any additional information (to the extent the Trust possesses such information or can acquire such information without unreasonable effort or expense) that is necessary to verify the information in this Memorandum.

EXHIBIT A

FORM OF SUBSCRIPTION AGREEMENT

(This page has been left blank intentionally.)

RETURN INSTRUCTIONS:

Please send the completed and executed Subscription Agreement and your check made payable to:
Inland Mokena Senior Living DST to the address below.

Regular Mail & Overnight Delivery - Inland Private Capital Corporation, Attention: Investments, 2901 Butterfield Road, Oak Brook, IL 60523

E-Mail Delivery - investments@inlandprivatecapital.com

Inland Investor Services - (866) My-Inland | (866) 694-6526

Please read carefully the Confidential Private Placement Memorandum, dated March 17, 2026, and any supplements thereto (collectively, the "Memorandum"), regarding the offering of beneficial interests (the "Interests") of Inland Mokena Senior Living DST (the "Trust") before deciding to complete and sign this subscription agreement (the "Subscription Agreement").

A - INVESTMENT IN INTERESTS

1. **Total Invested:** \$ _____
Minimum initial investment is \$100,000 for 1031 exchange funds and \$25,000 for cash.

- INITIAL INVESTMENT**
- ADDITIONAL INVESTMENT TO ACCOUNT #** _____

2. **Type of Investment:**

- Section 1031 tax-deferred exchange**
- Section 1033 tax-deferred exchange**
- Cash**

3. **Method of Payment:**

Please send the completed and executed Subscription Agreement and, if applicable, your check made payable to:

Inland Mokena Senior Living DST

- CHECK ENCLOSED** - (We do not accept cash, starter checks, foreign checks, travelers checks or third party checks.)
- FUNDS SENT SEPARATELY**
- FUNDS WIRED**

B - TYPE OF OWNERSHIP

ACCOUNT TYPE

- | | |
|--|--|
| <input type="checkbox"/> Individual or Joint Tenants with Rights of Survivorship* | <input type="checkbox"/> Corporate Ownership <i>(Corporate Resolution Required)</i> |
| <input type="checkbox"/> Transfer on Death Optional Designation.
See Section D. | <input type="checkbox"/> C-Corp <input type="checkbox"/> S-Corp |
| <input type="checkbox"/> Tenants in Common* | <input type="checkbox"/> Partnership <i>(Partnership Agreement Required)</i> |
| <input type="checkbox"/> Community Property* | <input type="checkbox"/> LLC Ownership <i>(LLC Agreement Required)</i> |
| <input type="checkbox"/> Trust <i>(Trust Certification Required)</i> | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Revocable <input type="checkbox"/> Irrevocable | |
| <input type="checkbox"/> UTMA / UGMA | |
| State of _____ | |
| Guardian _____ | |

* All Parties Must Sign

C - INVESTOR INFORMATION

1. INVESTOR/BENEFICIAL OWNER

Investor/Trustee/Administrator/UTMA/UGMA Minor's Name

Date of Birth

 First Middle Last

 MM/DD/YYYY

2. Social Security/Tax ID # _____

3. Citizenship Status (Required) U.S. Citizen Resident Alien Non-Resident Alien (Attach an original completed Form W-8BEN)

4. CO-INVESTOR/BENEFICIAL OWNER

Co-Investor/Co-Trustee/Administrator/UTMA/UGMA Guardian's Name

Date of Birth

 First Middle Last

 MM/DD/YYYY

5. Social Security/Tax ID # _____

6. Citizenship Status (Required) U.S. Citizen Resident Alien Non-Resident Alien (Attach an original completed Form W-8BEN)

7. If Trust or Other Entity, Please Provide Complete Title - See Section B for documentation requirements

Tax ID # _____ **OR** Social Security # _____ Date of Trust/Other _____

 MM/DD/YYYY

8. Residence Address - Required by Law - No P.O. Boxes _____

City _____ State _____ ZIP _____

9. Alternate Mailing Address - P.O. Boxes are Acceptable _____

City _____ State _____ ZIP _____

10. Telephone # _____ Home Cell Work

11. E-Mail Address _____

D - TRANSFER ON DEATH (TOD)

Transfer on Death (Beneficiary Information, if applicable) - Not available for residents of Louisiana or Texas. Individual or joint accounts with rights of survivorship only. Social security number optional, however, **date of birth is required**. Designate whole percentages only. Must equal 100%. TOD Designation shall be governed by the laws of the State of Illinois.

First Name	(MI)	Last Name	SSN	Date of Birth (MM/DD/YYYY)	<input type="checkbox"/> Primary _____ %
					<input type="checkbox"/> Secondary _____ %

Name of Custodian/Guardian if Beneficiary is a Minor _____

First Name	(MI)	Last Name	SSN	Date of Birth (MM/DD/YYYY)	<input type="checkbox"/> Primary _____ %
					<input type="checkbox"/> Secondary _____ %

Name of Custodian/Guardian if Beneficiary is a Minor _____

First Name	(MI)	Last Name	SSN	Date of Birth (MM/DD/YYYY)	<input type="checkbox"/> Primary _____ %
					<input type="checkbox"/> Secondary _____ %

Name of Custodian/Guardian if Beneficiary is a Minor _____

E - SECTION 1031/1033 INVESTORS ONLY

I (we) hereby provide the following information pertaining to my (our) Qualified Intermediary for this acquisition. I (we) request and authorize my (our) Qualified Intermediary to furnish the Trust any information requested regarding my (our) Internal Revenue Code section 1031 ("Section 1031") exchange.

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

Company Name: _____

Exchange Coordinator: _____

Address: _____

City / State / ZIP Code: _____

Telephone #: _____

Facsimile #: _____

E-Mail Address: _____

Is escrow closed (please check one): Yes No

Closing date of relinquished property: _____

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

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

Only \$ _____ held by the Qualified Intermediary in the qualified escrow account.

F - DISTRIBUTION OPTIONS

SELECT ONE DISTRIBUTION PAYMENT OPTION FOR NON-CUSTODIAL OWNERSHIP (Will default to Residence Address if an option is not selected):

1. Mail to Residence Address

Mail Distributions to a Third Party (Complete Section Below)

Name of Bank or Brokerage Firm _____

Mailing Address _____

City _____ State _____ ZIP _____

Account # _____

Send Distributions via ACH

I (we) hereby authorize the Trust to deposit distributions from my (our) Interests of the Trust into the account at the financial institution indicated in Section F of this Subscription Agreement. I (we) further authorize the Trust to debit my (our) account in Section F of this Subscription Agreement in the event that the Trust erroneously deposits additional funds to which I am (we are) not entitled, provided that such debit shall not exceed the original amount of the erroneous deposit. In the event that I (we) withdraw funds erroneously deposited into my (our) account before the Trust reverses such deposit, I (we) agree that the Trust has the right to retain any future distributions to which I am (we are) entitled until the erroneously deposited amounts are recovered by the Trust.

This authorization is to remain in full force and effect until the Trust has received written notice from me (us) of the termination of this authorization in time to allow reasonable opportunity to act on it, or until the Trust has sent me (us) written notice of termination of this authorization.

Name of Bank _____

Checking (Attach a pre-printed VOIDED check) Routing # _____ Account # _____

Savings (Attach a VOIDED deposit slip) Routing # _____ Account # _____

G - SUBSTITUTE W-9

TO BE COMPLETED BY INDIVIDUAL/ENTITY FOR WHICH INFORMATION WILL BE REPORTED TO THE IRS.

I (WE), THE UNDERSIGNED, CERTIFY, under penalties of perjury, (i) that the taxpayer identification number shown on this Subscription Agreement is true, correct and complete, (ii) that I am (we are) not subject to backup withholding either because I (we) have not been notified that I am (we are) subject to backup withholding as a result of a failure to report all interest or distributions, or the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding, (iii) I am a U.S. Citizen or other U.S. person and (iv) the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

See Form W-9 instructions at http://www.irs.gov

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

Taxpayer Identification Number _____

Signature - Investor/Trustee/Administrator/Power of Attorney

Print Name - Investor/Trustee/Administrator/Power of Attorney

Date

MM/DD/YYYY

H - ACCREDITED STATUS (Check at least one):

The undersigned investor(s) represents and warrants that he, she, or it comes within one or more of the categories marked below, and that for any category marked, he, she or it has truthfully set forth the factual basis or reason the undersigned comes within that category.

Please mark with an X all that apply:

For individuals:

- (A) I am a natural person whose individual net worth or joint net worth with that person's spouse (or spousal equivalent), exceeds \$1,000,000 at the time of purchasing the Interests; provided, that for purposes of calculating such net worth: (1) my primary residence shall not be included as an asset; (2) indebtedness that is secured by my primary residence, up to the estimated fair market value of the primary residence at the time of the closing of my acquisition of the Interests, shall not be included as a liability; provided, however, that if the amount of such indebtedness outstanding at the time of the closing of my acquisition of the Interests exceeds the amount of indebtedness outstanding 60 days before such time, other than as a result of the acquisition of the primary residence (such as, for example, if I take out a home equity loan that is not used to acquire a primary residence during such 60-day time frame), the amount of such new indebtedness shall be included as a liability; and (3) indebtedness that is secured by my primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability.
(B) I am a natural person who had an individual income in excess of \$200,000 in each of the two most recent preceding full calendar years or joint income with my spouse (or spousal equivalent) in excess of \$300,000 in each of those years, and I have (individually or with my spouse or spousal equivalent) a reasonable expectation of reaching the same income level in the current year.
(C) I am a natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution designated by the SEC, which the SEC has currently designated as any one or more of a Series 7, Series 65 or Series 82 FINRA license.
(D) I am a natural person who is a "knowledgeable employee," as defined in Rule 3c-5(a)(4) of the Investment Company Act of 1940, as amended ("Investment Company Act"), of the issuer of the securities where the issuer would be an investment company but for the exclusion provided by either Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act.

For revocable and irrevocable trusts:

- (A) The investor is a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Interests, and the decision to purchase the Interests is directed by a "sophisticated person" as defined in Rule 506(b)(2)(ii) under Regulation D of the Securities Act of 1933, as amended (the "Securities Act").
(B) The investor is a trust in which the trustee, or co-trustee, is a bank, insurance company, registered investment company, business development company, or small investment company.
(C) The investor is a trust (including a revocable trust formed for the specific purpose of acquiring an interest in the Trust) and grantor or settlor of such trust is an "accredited investor" as defined in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended (the "Securities Act").
(D) The investor is an irrevocable trust in which (1) the trust has all of the characteristics set forth in Question 255.24 of the SEC's Compliance and Disclosure Interpretations and (2) the grantor of the trust satisfies one or more of the accreditation standards set forth herein.

For entities (corporation, partnership, limited liability company, etc.):

- (A) The investor is either a limited liability company, a corporation, or similar business trust or a partnership which was not formed for the specific purpose of acquiring the Interests, and which has total assets in excess of \$5,000,000.
(B) The investor is any of the following: (1) a bank or savings and loan association or other institution acting in its individual or fiduciary capacity; (2) a broker or dealer; (3) an insurance company; (4) an investment company or a business development company under the Investment Company Act of 1940; (5) a private business development company under the Investment Advisers Act of 1940, as amended (the "Investment Advisers Act"), of 1940; or (6) a Small Business Investment Company licensed by the U.S. Small Business Administration).
(C) The investor is a Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act.
(D) The investor is: a family office, as defined in rule 202(a)(11)(G)-1 of the Investment Advisers Act, with assets under management in excess of \$5,000,000, that is not formed for the specific purpose of acquiring an Interest, and whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of an investment in an Interest; or a family client, as defined in rule 202(a)(11)(G)-1 of the Investment Advisers Act, of a family office meeting the requirements described in the preceding clause and whose purchase is directed by such family office.
(E) The investor is an investment adviser registered pursuant to section 203 of the Investment Advisers Act or registered pursuant to the laws of a state or an investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the Investment Advisers Act.
(F) The investor is an entity in which all equity owners are "accredited investors" as defined in Rule 501(a) under Regulation D of the Securities Act.

I - SELLING PARTY ACKNOWLEDGEMENT AND SIGNATURE(S)

To be completed by the Financial Professional (FP) of the participating Broker Dealer (BD) or the Investment Advisor Representative (IAR) of the participating Registered Investment Advisor (RIA).

Financial Professional Name(s) _____

Mailing Address _____

City _____ State _____ ZIP _____

Telephone # _____ E-Mail Address _____

BD or RIA Firm Name _____

Rep # _____ IAR CRD # _____

Branch # _____ Client Account # _____

The undersigned confirms on behalf of the Broker Dealer or Registered Investment Advisor that they (i) have reasonable grounds to believe that the information and representations concerning the investor identified herein are true, correct and complete in all respects; (ii) have discussed such investor's prospective purchase of Interests with such investor; (iii) have advised such investor of all pertinent facts with regard to the transfer restrictions and limited liquidity and marketability of the Interests; (iv) have delivered a current memorandum and related supplements, if any, to such investor; (v) have reasonable grounds to believe that the investor is purchasing these Interests for investment in his, her or its own account and not for distribution; and (vi) have reasonable grounds to believe that the purchase of Interests is a suitable investment for such investor, and that such investor is in a financial position to enable such investor to realize the benefits of such an investment and to suffer any loss that may occur with respect thereto. Each of the undersigned further represents and warrants that he or she is not subject to any of the "Bad Actor" disqualifications described in rule 506(d) under the Securities Act of 1933, as amended except for such event (1) contemplated by Rule 506(d)(2) of the Securities Act of 1933, as amended, and (2) reasonably detailed written description of which has been furnished to the placement agent of the offering.

BD Only: The undersigned FP further represents and certifies that, in connection with this subscription for Interests, he (she) has complied with and has followed all applicable policies and procedures under their firm's existing Anti-Money Laundering Program and Customer Identification Program.

Please check one box: The FP/IAR is licensed in the state of the investment (e.g., the investor's state of residence) - OR - is relying on a de minimis exemption in such state.

Signature - FP or IAR **Print Name - FP or IAR** **Date** MM/DD/YYYY

Signature - BD or RIA Firm Principal **Print Name - BD or RIA Firm Principal** **Date** MM/DD/YYYY

E-Mail Address - Broker Dealer Principal **Telephone # - Broker Dealer Principal**

J - PURCHASE AGREEMENT

RECITALS

- A. The Trust owns the real estate and improvements located at 21536 Wolf Road, Mokena, Illinois 60448 and commonly known as "Clarendale of Mokena", as more particularly described on Exhibit A attached hereto.
- B. The Trust is offering (the "**Offering**") to sell the Interests to certain qualified, accredited investors, pursuant to the Memorandum, \$86,840,527 in Interests of the Trust.
- C. The Trust desires to sell and the undersigned desires to buy the Interests on the terms and conditions set forth in the Memorandum. This sale will be made pursuant to the Memorandum.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Purchase of Interests. The undersigned, intending to be legally bound, hereby irrevocably offers to purchase \$ _____ of Interests, as identified in Section A.1 of the Subscription Agreement. The undersigned agrees and acknowledges that, for the purposes of determining the percentage of Interests being purchased, the purchase price for a 1% Interest is equal to \$868,405.27, and the price for any fractional interest shall be calculated on a pro rata basis. The Interests are being purchased pursuant to the terms and conditions of the Memorandum, receipt of which is hereby acknowledged. Terms not defined herein shall have the same meanings as in the Memorandum.
2. Amount and Method of Payment. Payment for the Interests purchased hereunder is to be made pursuant to the method selected by the undersigned in Section A.3 of the Subscription Agreement for the aggregate purchase price of the Interests. The minimum amount of Interests that a prospective investor completing an Internal Revenue Code section 1031 ("**Section 1031**") tax-deferred exchange will be required to purchase is \$100,000, unless the Trust waives such requirement. The minimum amount of Interests that a prospective investor making a cash investment without a Section 1031 tax-deferred exchange will be required to purchase is \$25,000, unless the Trust waives such requirement. If the purchase of an Interest is part of a Section 1031 tax-deferred exchange, payment shall be coordinated through the undersigned's Qualified Intermediary (as defined herein) who holds the undersigned's exchange proceeds from the relinquished property.
3. Acceptance of Purchase. The undersigned understands and agrees that the Trust, in its sole discretion, reserves the right to accept or reject this or any other offer to purchase Interests in whole or in part. If this offer to purchase is rejected in whole or in part, or if the Trust terminates the Offering for any reason, the Trust will promptly return the applicable portion of the purchase price. This Subscription Agreement shall thereafter have no force or effect with respect to the rejected portion of the purchase of Interests.
4. Representations and Warranties of the Trust. The Trust hereby acknowledges, represents and warrants that:
 - (a) Status. The Trust is a validly formed and existing statutory trust under the laws of the State of Delaware.
 - (b) Issuance. When issued, authenticated and delivered by the Trust and paid for by the undersigned pursuant to the provisions of the Subscription Agreement and of the Trust's Trust Agreement, as amended or restated from time to time (the "**Trust Agreement**"), the undersigned's Interests will be duly and validly issued and outstanding and entitled to the benefits provided by the Trust Agreement, except as such enforceability may be limited by the effect of (i) bankruptcy, insolvency, reorganization, receivership, moratorium or other similar laws affecting the enforcement of the rights of creditors generally, and (ii) general principles of equity, whether enforcement is sought in a proceeding in equity or at law.
5. Representations and Warranties of the Undersigned. The undersigned hereby acknowledges, represents and warrants that:
 - (a) The Interests offered by the Memorandum have not been registered under the Securities Act, or under the laws of any state, and are being offered and sold in reliance on exemptions from the provisions of the Securities Act and applicable state law. The Interests have not been approved or disapproved by the Securities and Exchange Commission, any state securities commission or any other regulatory authority, nor have any of the foregoing authorities passed upon, or endorsed the merits of, the offering or the accuracy or adequacy of the Memorandum. The undersigned hereby further acknowledges, represents and warrants that:
 - (i) the undersigned has received the Memorandum, has carefully reviewed such Memorandum and understands the information contained therein and information otherwise provided in writing by the Trust relating to this investment;
 - (ii) the undersigned acknowledges that all documents, records and books pertaining to this investment (including, without limitation, the Memorandum) have been made available for inspection to the undersigned or the undersigned's agents or advisors;
 - (iii) the undersigned, either directly or through advisors, has had a reasonable opportunity to ask questions of and receive information and answers from a person or persons acting on behalf of the Trust concerning the Offering and, as the undersigned may deem necessary, to verify the information contained in the Memorandum, and all questions have been answered and all such information has been provided to the full satisfaction of the undersigned;
 - (iv) no oral or written representations have been made or oral or written information furnished to the undersigned or his or her advisor(s) in connection with the Offering that were in any way inconsistent with the information stated in the Memorandum;
 - (v) the undersigned is not purchasing the Interests as a result of or subsequent to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or presented at any seminar or meeting;
 - (vi) the undersigned is an accredited investor, as described in Section H above, and will notify the Trust's Signatory Trustee if it no longer can represent that it is an "accredited investor" during the term of the Trust Agreement;
 - (vii) the undersigned is not purchasing the Interests on behalf of any tax-exempt entity, including but not limited to any qualified employee pension or profit sharing trust, any individual retirement account, Simple 401k plan, annuity or charitable remainder trust;
 - (viii) the undersigned's overall commitment to investments that are not readily marketable is not disproportionate to the undersigned's net worth and the undersigned's investment in the Interests will not cause the overall commitment to become disproportionate to the undersigned's net worth;
 - (ix) the undersigned has reached the age of majority, has adequate net worth and means of providing for the undersigned's current needs and personal contingencies, is able to bear the substantial economic risks of an investment in the Interests for an indefinite period of time, has no need for liquidity in such investment and, at the present time, could afford a complete loss of such investment;
 - (x) the undersigned has the requisite knowledge and experience in financial and business matters so as to enable the undersigned to use the information made available to evaluate the merits and risks of an investment in the Interests and to make an informed decision;
 - (xi) the undersigned is acquiring the Interests solely for his or her own account as principal, for investment purposes only and not with a view to the resale or distribution thereof in whole or in part, and no other person has a direct or beneficial interest in the Interests purchased by the undersigned;
 - (xii) the undersigned will not sell or otherwise transfer his or her Interests without complying with all applicable laws and fully understands and agrees that he or she must bear the economic risk of his or her purchase for an indefinite period of time because, among other reasons, the Interests may not be readily transferable; and

- (xiii) the undersigned's assets have not been the subject of any proceeding under any matter relating to bankruptcy, insolvency, reorganization, conservatorship, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to its debts or debtors ("Creditor Rights Laws") during the ten (10) years prior to the date hereof, nor has the undersigned sought the protection of any Creditors Rights Laws during the ten (10) years prior to the date hereof. The foregoing representation with regard to this paragraph are also applicable to the undersigned's affiliates which the undersigned owns or controls, including any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association and any fiduciary acting in such capacity on behalf of any of the foregoing, and further including any such entity in which the undersigned or its affiliate is an officer or director.
- (b) The undersigned recognizes that the purchase of the Interests involves a number of significant risks and other factors relating to the structure and objectives of the Trust as described in the Memorandum under the heading "Risk Factors" and that there can be no assurance that the Trust will achieve its objectives. In addition, the undersigned acknowledges that:
- (i) no federal or state agency has passed upon the adequacy of the information presented to the undersigned or made any finding or determination as to the fairness of this investment; and
- (ii) there is no established market for the Interests and a public market for the Interests may never develop.
- (c) **The undersigned understands that the Trust has not obtained a specific Private Letter ruling from the Internal Revenue Service ("IRS") addressing the treatment of the Interests in this Offering for income tax purposes, including but not limited to whether an Interest is "of like kind" to real estate for purposes of Section 1031 or is "similar or related in service or use" to involuntarily converted property of the undersigned for purposes of Internal Revenue Code section 1033 ("Section 1033"). In addition, the undersigned understands that the tax consequences of an investment in the Interests, especially the qualification of the transaction under Section 1031 or Section 1033 of the Code and the related rules, are complex and vary with the facts and circumstances of each individual. Therefore, the undersigned represents and warrants that he or she: (1) has independently obtained advice from legal counsel and/or accountants about a tax-deferred exchange under Section 1031 or a conversion under Section 1033 and applicable state laws, including, without limitation, whether the acquisition of an Interest may qualify as part of a tax-deferred exchange or involuntary conversion, and he or she relying on such advice; (2) understands that the Trust has not obtained a ruling from the IRS addressing the treatment of the Interests in this Offering for income tax purposes, including but not limited to whether an Interest is "of like kind" to real estate for purposes of Section 1031 or is "similar or related in service or use" to involuntarily converted property of the undersigned for purposes of Section 1033; (3) understands that the tax consequences of an investment in an Interest, especially the treatment of the transaction under Section 1031 and the related Section 1031 exchange rules, or under Section 1033 and its underlying rules, are complex and vary with the facts and circumstances of each individual purchaser; and (4) understands that the opinion of Seyfarth Shaw, LLP, as special tax counsel to the Trust, is only Seyfarth Shaw, LLP's view of the anticipated tax treatment, and there is no guarantee that the IRS will agree with such opinion.**
- (d) If the undersigned is purchasing the Interests in a representative or fiduciary capacity, e.g., serving as a qualified intermediary, the representations and warranties contained herein (and in any other written statement or document delivered to the Trust in connection herewith) shall be deemed to have been made on behalf of the person or persons for whom the Interests are being purchased.
- (e) All information furnished to the Trust by the undersigned is correct and complete as of the date hereof, and the undersigned will immediately furnish revised or corrected information to the Trust if there should be any material change in this information prior to the Trust completing the Offering.
- (f) Within five days after receipt of a request from the Trust, the undersigned hereby agrees to provide such information and to execute and deliver such documents as may be reasonably necessary to comply with any and all laws and ordinances to which the Trust is subject.
- (g) The undersigned has not distributed the Memorandum to anyone other than his or her advisors, if any, and no one other than the undersigned and his or her advisors, if any, has used the Memorandum for any purpose.
- (h) The foregoing representations, warranties and agreements, together with all other representations and warranties made or given by the undersigned to the Trust in any other written statement or document delivered in connection with the Offering shall be true and correct in all respects on and as of the date the purchase is accepted as if made on that date. If more than one person is signing the Subscription Agreement, each representation, warranty and undertaking herein shall be the joint and several representation, warranty and undertaking of each such person.
- (i) The Memorandum and other Offering-related materials have been provided to the undersigned for informational purposes at the request of his, her or its financial professional. In making any decision to invest in the Interests, the undersigned hereby acknowledges that neither the Trust nor its affiliates is making any investment recommendations and that the undersigned is relying solely on advice provided by his, her, or its financial professional (including but not limited to his, her, or its broker dealer, registered representative, or registered investment advisor).
6. **Additional Representations and Warranties - Section 1031 Exchanges. The following additional representations and warranties apply only to those investors purchasing Interests as part of a Section 1031 tax-deferred exchange.**
- (a) The undersigned hereby acknowledges, represents and warrants that:
- (i) The undersigned's rights under the Subscription Agreement may be assigned to his, her or its qualified intermediary (the "Qualified Intermediary") for the purpose of completing a Section 1031 exchange.
- (b) The Trust hereby acknowledges, represents and warrants that:
- (i) It is the intent of the undersigned to effect a Section 1031 tax-deferred exchange, which will not delay the closing or cause additional expense to the Trust.
- (ii) The Trust will cooperate with the undersigned and his, her or its Qualified Intermediary in a manner necessary to complete the Section 1031 tax-deferred exchange.
7. **Additional Information.** The undersigned hereby acknowledges and agrees that the Trust may make such further inquiry and obtain such additional information as it may deem appropriate with regard to the suitability of the undersigned.
8. **Authorization.** The undersigned releases to the Trust and those third party vendors retained to conduct credit and background evaluations in accordance with the representations contained in the Subscription Agreement (the "**Vendors**") any information regarding the undersigned's employment status, bank account records, mortgage or other current or prior credit, collection accounts, rental history, state and federal tax liens, state and federal crimes, state and federal civil litigation and bankruptcy, and state and county UCC (Uniform Commercial Code) searches. As part of such authorization, the undersigned hereby authorizes the Trust's release of such information to the Vendors. This information is for the confidential use of the Trust and the Vendors only.

9. Indemnification. The undersigned agrees to indemnify and hold harmless the Trust, the Trust's Signatory Trustee, Inland Securities Corporation and their respective officers, directors, employees, beneficiaries, trustees, and agents (the "**Indemnified Parties**") against any and all loss, liability, claim, damage and expense whatsoever (including reasonable attorneys' fees) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein, or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction. This indemnification includes, but is not limited to, any damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) incurred by the Indemnified Parties in investigating, preparing or defending against any alleged violation of federal or state securities laws which is based upon or related to any untruth or inaccuracy of any of the representations, warranties or agreements contained herein or in any other documents the undersigned has furnished to any of the foregoing in connection with this transaction.
10. Irrevocability; Binding Effect. The undersigned hereby acknowledges and agrees that, except as provided under applicable state law, the purchase hereunder is irrevocable and may not be canceled, terminated or revoked and that the Subscription Agreement shall survive the death or disability of the undersigned and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns.
11. Modifications. Neither the Subscription Agreement nor any provision hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any such waiver, modification, discharge or termination is sought.
12. Notices. Any notice, demand or other communication that any party hereto may be required, or may elect, or give to any other party hereunder shall be sufficiently given if: (1) deposited, postage prepaid, in a United States mailbox, stamped registered or certified mail, return receipt requested, or with an established and reputable overnight delivery service, addressed to INLAND MOKENA SENIOR LIVING DST, c/o Inland Private Capital Corporation, 2901 Butterfield Road, Oak Brook, Illinois 60523, Attn: Investor Services, or to the undersigned purchaser at the address set forth in Section C of the Subscription Agreement or such other address as the parties may agree; or (2) delivered personally at such address.
13. Counterparts; Signatures. The Subscription Agreement and supporting documents may be executed and delivered (including by facsimile transmission or portable document format (PDF)) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the Subscription Agreement or other document, as applicable.
14. Entire Agreement. The Subscription Agreement contains the entire agreement of the parties with respect to the subject matter hereof and there are no representations, covenants or other agreements except as stated or referred to herein. The undersigned acknowledges that it participated in, or had the meaningful opportunity to participate in, the negotiation and drafting of the Subscription Agreement. In the event an ambiguity or question of intent or interpretation arises, the undersigned agrees that the Subscription Agreement shall be construed to be the product of meaningful negotiations between the undersigned and the Trust, and no presumption or burden of proof shall arise favoring or disfavoring either one of them by virtue of the authorship of any of the provisions of the Subscription Agreement.
15. Severability. Each provision of the Subscription Agreement is intended to be severable from every other provision, and the invalidity or illegality of any portion hereof shall not affect the validity or legality of the remainder hereof.
16. Assignability. The Subscription Agreement is not transferable or assignable by the undersigned except to a qualified intermediary in the case of a Section 1031 tax-deferred exchange.
17. Applicable Law. The Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Illinois as applied to residents of that state executing contracts wholly to be performed in that state.
18. Choice of Jurisdiction. The undersigned agrees that any action or proceeding arising, directly, indirectly, or otherwise, in connection with, out of, or from the Subscription Agreement, and breach or threatened breach thereof, or any transaction covered hereby shall be resolved, whether by arbitration or otherwise, within the County of Cook, State of Illinois. The parties further agree that any such action for relief whatsoever in connection with the Subscription Agreement shall be commenced exclusively in the United States federal or state courts, or if possible before an arbitral body, located within the County of Cook, State of Illinois.
19. Reimbursement. If any action or other proceeding, other than arbitration, is brought to enforce the Subscription Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of the Subscription Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in the action or proceeding in addition to any other relief to which they may be entitled.
20. Certificates of Non-Foreign Status. Under penalties of perjury, the undersigned declares that, to the best of his or her knowledge and belief the following statements are true, correct and complete: (1) the undersigned is not a foreign person for purposes of U.S. income taxation (i.e., he or she is not a nonresident alien, nor executing this document as an officer of a foreign corporation, as a partner in a foreign partnership, or as a fiduciary of a foreign employee benefit plan, foreign trust or foreign estate); (2) that the following information contained elsewhere in the Subscription Agreement is true, correct and complete: the U.S. taxpayer identification number (i.e., social security number), and the home address; and (3) that the undersigned agrees to inform the Trust promptly if the undersigned becomes a nonresident alien (in the case of an individual) or other foreign person (in the case of an entity) during the three years immediately following the date hereof.
21. Certification Regarding Securities Laws. By signing below, the undersigned certifies that he or she has read and understands the following additional considerations:

The Interests have not been approved or disapproved by the Securities and Exchange Commission, or any state securities commission or other regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of this Offering or the accuracy or adequacy of the Memorandum. Any representation to the contrary is unlawful. The Interests offered hereby are subject to investment risk, including the possible loss of principal.

ADDITIONAL INVESTOR ACKNOWLEDGEMENTS AND SIGNATURES:

1. **THE UNDERSIGNED FURTHER CERTIFIES** that:
 - (A) I (we) have received, read and fully understand the Memorandum, and all exhibits and attachments thereto;
 - (B) the receipt of the Memorandum or this Subscription Agreement was not accompanied or preceded by the publication of any advertisement or by any general solicitation;
 - (C) I (we) have the capability of understanding the Memorandum, this Subscription Agreement and the fundamental aspects of the Trust from my (our) employment experience, educational level, access to advice from qualified sources (such as attorneys, accountants and tax advisors) or prior experience with investments of a similar nature;
 - (D) I (we) understand the business and properties in which the Trust is or will be engaged; and
 - (E) I (we) have had the opportunity to ask questions of and receive satisfactory answers or obtain additional information concerning the Memorandum, the financial and other affairs of the Trust and the terms and conditions of the offering of Interests to which the Memorandum and this Subscription Agreement relate.

2. **THE UNDERSIGNED FURTHER CERTIFIES** that I (we) understand:
 - (A) the fundamental risks and possible financial hazards of an investment in the Interests;
 - (B) the risk that I (we) may lose our entire investment in the Interests;
 - (C) the lack of liquidity of an investment in the Interests;
 - (D) that the Interests are subject to restrictions on transfer, there is not currently any public market for the Interests and that such a market is not expected to develop;
 - (E) that the current facts surrounding this investment do not satisfy conditions under Rule 144 under the Securities Act ("Rule 144") that would permit me (us) to resell the Interests under Rule 144 and that the nature of the Trust's business and the conditions under Rule 144 make it unlikely that facts will ever exist to satisfy the conditions that would permit me (us) to resell the Interests under Rule 144;
 - (F) the tax consequences of an investment in the Interests

3. **THE UNDERSIGNED FURTHER CERTIFIES** that:
 - (A) the amounts contributed by him, her or it to the Trust were not and are not directly or indirectly derived from activities that may contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations;
 - (B) all payments by the undersigned to the Trust and all distributions to the undersigned from the Trust will only be made in the undersigned's name and to and from a bank account of a federally-insured bank based or incorporated in or formed under the laws of the United States or a bank that is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the U.S. Department of the Treasury, as such regulations may be amended from time to time; and
 - (C) neither the undersigned nor any person directly or indirectly controlling or owning any interest in the undersigned is identified as a specially designated national or blocked person or affiliated with any person, entity or organization on any list maintained by governmental authorities relating to anti-terrorism or anti-money laundering, including, but not limited to, lists maintained by the United States Treasury Department's Office of Foreign Asset Control.

BY SIGNING THIS AGREEMENT, YOU ARE NOT WAIVING ANY RIGHTS UNDER THE FEDERAL OR STATE SECURITIES LAWS. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF THE CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM, AS SUPPLEMENTED WHETHER OVER THE INTERNET, A PAPER COPY, OR ANY OTHER DELIVERY METHOD. THE INVESTOR FURTHER UNDERSTANDS THAT THIS SUBSCRIPTION AGREEMENT MAY BE ACCEPTED OR REJECTED, IN WHOLE OR IN PART, AT ANY TIME FOR ANY REASON OR NO REASON WHATSOEVER BY THE TRUST IN THE SOLE AND ABSOLUTE DISCRETION OF THE TRUST.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement as of the date set forth below, and hereby confirm(s); (i) the investor is an accredited investor; and (ii) the appointment of the Trust's Signatory Trustee to act as the attorney-in-fact of the investor to attach a copy of this signature page to the Trust Agreement of Inland Mokena Senior Living DST. This signature page constitutes a signature page to the Trust Agreement of Inland Mokena Senior Living DST, and confirms the investor's agreement to be bound by such agreement.

Name of Trust/Entity (if applicable) _____

Signature of Investor (Buyer):

Signature - Investor/Trustee/Administrator/Power of Attorney*

Print Name/Title - Investor/Trustee/Administrator/Power of Attorney*

Date MM/DD/YYYY

Signature - Co-Investor/Co-Trustee (If Applicable)

Print Name/Title - Co-Investor/Co-Trustee

Date MM/DD/YYYY

*Must Include Supporting Document(s)

Signature of Trust (Seller):

Inland Mokena Senior Living DST, a Delaware statutory trust
 By: Inland Mokena Senior Living Exchange, L.L.C., a Delaware limited liability company, its signatory trustee
 By: Inland Private Capital Corporation, a Delaware corporation, its sole member

Signature

Print Name/Title

Effective Date MM/DD/YYYY

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

Lot 2 in Mokena Senior Housing, being a subdivision of part of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 35 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded June 16, 2014 as Document No. R2014050845, in Will County, Illinois.

and

Parcel 2:

Non-exclusive Easement for the benefit of Parcel 1, as created in the Easement Agreement dated June 5, 2014 and recorded June 16, 2014 as Document # R2014050848.

Common Address (for informational purposes only):
21536 South Wolf Road, Mokena, Illinois 60448

Permanent Index Number:
19-09-30-201-025-0000

SAMPLE

EXHIBIT B

RENT ROLL

(This page has been left blank intentionally.)

Rent Roll
Inland Mokena Senior Living DST
Calerendale of Mokena located in Mokena, Illinois

Tenant	Approx. Leased SF	Date of Lease Commencement	Date of Lease Expiration	Renewal Options	Annual Rent During Lease Term	Rent PSF	
Inland Mokena Senior Living LeaseCo, L.L.C.	95,255	02/25/2026	120 Months	Automatic Extension ¹	Base Rent: ²		
					2026 - 2036	\$1,663,246	\$17.46
					Additional Rent:	100% of Gross Income in excess of the Additional Rent Breakpoint. ³	
					Maximum Additional Rent: ^{2,3}		
					2026	\$2,437,744	\$25.59
					2027	\$2,427,127	\$25.48
					2028	\$2,428,209	\$25.49
					2029	\$2,429,323	\$25.50
					2030	\$2,430,470	\$25.52
					2031	\$2,431,652	\$25.53
					2032	\$2,432,869	\$25.54
					2033	\$2,434,123	\$25.55
					2034	\$2,435,414	\$25.57
					2035	\$2,436,744	\$25.58
2036	\$2,579,226	\$27.08					
Supplemental Rent:	75% of Gross Income in excess of the Supplemental Rent Breakpoint. ⁴						

Residential Rentable Area ⁵

Unit Floor Plan	% Units	Number of Units	Average SqFt Per Unit	Total SqFt	Number Vacant	Number Occupied	Average Current Rent
<i>Independent Living (IL)</i>							
White Oak - Studio	1.28%	2	442	884	0	2	\$6,656
Maple - One Bedroom	1.28%	2	496	992	0	2	\$5,395
Beech - One Bedroom	9.62%	15	724	10,860	1	14	\$5,231
Mulberry - One Bedroom	7.69%	12	800	9,600	1	11	\$6,452
Olive - One Bedroom	3.85%	6	834	5,004	1	5	\$5,013
Pine - One Bedroom	1.92%	3	866	2,598	0	3	\$5,630
Sycamore - One Bedroom	3.85%	6	944	5,664	0	6	\$5,715
Willow - One Bedroom	2.56%	4	1,196	4,784	0	4	\$6,225
Hawthorn - Two Bedrooms	2.56%	4	998	3,992	0	4	\$5,606
Cotton - Two Bedrooms	3.85%	6	1,305	7,830	1	5	\$5,769
<i>Assisted Living (AL)</i>							
White Oak - Studio	15.38%	24	442	10,608	1	23	\$6,294
Maple - One Bedroom	11.54%	18	496	8,928	0	18	\$7,581
Birch - One Bedroom	1.28%	2	509	1,018	0	2	\$8,273
Magnolia - One Bedroom	1.28%	2	511	1,022	0	2	\$7,177
Honeysuckle - One Bedroom	1.28%	2	670	1,340	0	2	\$6,855
Cypress - One Bedroom	1.28%	2	694	1,388	0	2	\$7,699
Willow - One Bedroom	0.64%	1	1,196	1,196	0	1	\$7,168
Juniper - Two Bedrooms	1.28%	2	875	1,750	0	2	\$7,288
Hawthorn - Two Bedrooms	1.28%	2	998	1,996	0	2	\$7,593
Elm - Two Bedrooms	0.64%	1	1,283	1,283	1	0	\$0
<i>Memory Care (DM)</i>							
Holly - Studio	3.21%	5	364	1,820	0	5	\$8,408
Cherry - Studio	15.38%	24	301	7,224	3	21	\$8,508
Walnut - Studio	2.56%	4	305	1,220	0	4	\$8,378
Rose - Studio	4.49%	7	322	2,254	0	7	\$8,241

Total Leasable SF 95,255

¹ The term of the Master Lease will automatically extend beyond the Expiration Date and shall continue in full force and effect until all such obligations have been fully performed and satisfied. No additional documentation is required in connection with the automatic extension.

² Base Rent may be adjusted pursuant to Section 2.1(a) of the Master Lease Agreement, whereby the Additional Rent and Supplemental Rent Breakpoints will be equitably adjusted in connection with such adjustment and in a manner consistent with such adjustment.

³ Additional Rent equals the amount by which gross income exceeds the Additional Rent Breakpoint up to the Additional Rent Maximum, on an annualized basis. The Additional Rent Maximum and Additional Rent Breakpoint are set according to Exhibit C to the Master Lease (such breakpoint being \$10,344,000 for 2026 on an annualized basis).

⁴ The Supplemental Rent Breakpoint is set according to Exhibit C to the Master Lease (such breakpoint being \$12,781,744 for 2026 on an annualized basis).

⁵ As of February 20, 2026.

EXHIBIT C

OPINION OF SPECIAL TAX COUNSEL

(This page has been left blank intentionally.)



Seyfarth Shaw LLP
233 South Wacker Drive
Suite 8000
Chicago, Illinois 60606-6448
T (312) 460-5000
F (312) 460-7000

smeier@seyfarth.com
T (312) 460-5548

www.seyfarth.com

March 17, 2026

Inland Mokena Senior Living DST
c/o Inland Private Capital Corporation
2901 Butterfield Road
Oak Brook, Illinois 60523

Ladies and Gentlemen:

You have requested our opinion (the “Opinion”) as to whether, for federal income tax purposes, an investor’s acquisition of a beneficial interest in Inland Mokena Senior Living DST (the “Trust”), a Delaware statutory trust described in Chapter 38 of Title 12 of the Delaware Code (a “Delaware Statutory Trust”), should be treated as an acquisition of a direct interest in the Real Estate (as defined below) for purposes of Section 1031 of the Internal Revenue Code of 1986, as amended (the “Code”).

Based on the relevant facts and applicable law, and subject to the qualifications discussed below, we conclude that, for federal income tax purposes, the acquisition by an investor (an “Investor”) of a beneficial interest in the Trust (an “Interest”) should be treated as a direct acquisition of an ownership interest in the Real Estate by the Investor for purposes of Code Section 1031. In reaching this conclusion and in evaluating the issues related thereto, we have not taken into account the possibility that a tax return will not be audited or that an issue will not be raised on audit.

A tax opinion rendered at a “should” level of confidence such as this Opinion involves a greater degree of certainty than a “more likely than not” opinion, but it is not a “will” opinion nor any guarantee of tax consequences. There can be no assurance that the Internal Revenue Service (the “IRS”) would agree with our conclusions, would not successfully challenge our conclusions upon audit, or would not prevail in their challenge if litigated.

In addition, qualification of a transaction pursuant to Code Section 1031 for an Investor involves issues based on numerous specific facts which are not and cannot be known to us; therefore, we give no opinion as to the ability of any Investor to effectuate a tax-deferred exchange of like-kind property under Code Section 1031. This Opinion addresses only one aspect of qualifying under Code Section 1031, *i.e.*, whether the acquisition of an Interest can be treated as a direct acquisition of an ownership interest in the Real Estate for purposes of Code Section 1031. We are not opining, among other things, as to whether some portion of the Real Estate may be characterized as “personal property” as opposed to “real property,” either for purposes of Code Section 1031, or for purposes of any other laws to the extent they may be relevant to characterization for purposes of Code Section 1031. Finally, this Opinion does not address any state, local, or non-United States income tax consequences, or any non-income tax consequences, of the transactions described herein.

In giving this Opinion, we have reviewed the following:

(i) the Trust Agreement of the Trust (the “Trust Agreement”), among The Corporation Trust Company, as co-trustee (the “Delaware Trustee”), Inland Mokena Senior Living Exchange, L.L.C., a Delaware limited liability company that is wholly owned by and disregarded for federal income tax purposes as an entity separate from Inland Private Capital Corporation, a Delaware corporation (the “Sponsor”), as co-trustee (the “Signatory Trustee”, and together with the Delaware Trustee, the “Trustees”), Inland Mokena Senior Living, L.L.C., a Delaware limited liability company that is wholly owned by and disregarded for federal income tax purposes as an entity separate from the Sponsor, as the initial beneficiary of the Trust (the “Depositor”), and the Investors;

(ii) the Purchase and Sale Agreement between Inland Real Estate Acquisitions, LLC (“Inland Acquisitions”), as buyer, and LCS Mokena LLC, as seller, the Assignment and Assumption of Purchase and Sale Agreement between Inland Acquisitions, as assignor, and the Trust, pursuant to which the Trust acquired the land and improvements thereon located at 21536 Wolf Road, Mokena, Illinois, known as “Clarendale of Mokena” (the “Real Estate”);

(iii) the master lease agreement (the “Master Lease”) between Inland Mokena Senior Living LeaseCo, L.L.C., a Delaware limited liability company that is wholly owned by and disregarded for federal income tax purposes as an entity separate from the Sponsor, as master tenant (the “Master Tenant”), and the Trust, as master landlord. The Master Tenant subleases or will sublease (the “Subleases”) the Real Estate to unaffiliated senior housing tenants who lease senior housing units (collectively, the “Subtenants”);

(iv) the Asset Management Agreement between the Trust and Inland Mokena Senior Living Exchange, L.L.C. in its individual capacity and not as the Signatory Trustee (in such capacity, the “Asset Manager”);

(v) the Property Management Agreement (as may be amended from time to time, the “Property Management Agreement”) between the Master Tenant and Life Care Services LLC d/b/a Life Care Services®, an Iowa limited liability company that is not affiliated with the Sponsor (the “Property Manager” and together with the Asset Manager, the “Managers”);

(vi) the Disposition Services Agreement (the “Disposition Agreement”) between the Trust and the Property Manager;

(vii) the Private Placement Memorandum with respect to the Interests dated March 17, 2026 (the “Private Placement Memorandum”) (items (i) through (vii) are collectively referred to as the “Transaction Documents”);

(viii) applicable provisions of the Code, final, temporary and proposed Treasury Regulations promulgated thereunder, judicial decisions, Revenue Rulings and other interpretative releases of the IRS; and

(ix) such other materials and documents as we considered relevant.

Our Opinion is expressly based upon the following representations from the Sponsor: (i) there are no written or oral agreements, other than the Transaction Documents, or understandings inconsistent with or significant to the transactions contemplated herein, and any final Transaction Documents that were not final as of the date of our review will conform with the Transaction Document drafts we have reviewed in all material respects; (ii) all payments that will be made to or by the Trust, the Trustees, the Managers, and their affiliates will be at fair market value, the Property Manager Disposition Fee and the Asset Manager Disposition Fee each represents fair market value compensation for the agreement of the Property Manager and the Asset Manager, respectively, to assist the Trust in disposing of the Real Estate as the Trust may reasonably request, and the Property Management Fees represent fair market value compensation for the services to be rendered by the Property Manager to the Master Tenant under the Property Management Agreement (as such terms are defined below); (iii) the Master Lease is a commercially reasonable net lease; (iv) the Rent (as defined in the Master Lease) payable under the Master Lease constitutes fair market value rent for the Real Estate; (v) the Trust has made a substantial equity investment in the Real Estate, reasonably expects the improvements included in the Real Estate to have a substantial remaining economic useful life and residual value at the end of the Master Lease term (assuming exercise of all renewal options), and reasonably expects to realize a substantial economic profit from the Master Lease and subsequent further leasing and/or disposition of the Real Estate apart from the value of tax benefits and net of the Property Manager Disposition Fee and the Asset Manager Disposition Fee; (vi) the Master Tenant is reasonably capitalized, is acting as a principal for its own account, and may reasonably be expected to realize a commercially reasonable profit from its lease and sublease of the Real Estate; (vii) the Trust and Master Tenant intend that the Master Lease constitutes a true lease and not a partnership, joint venture, or a management, agency or nominee agreement; (viii) neither the Trust nor any Trustee, employee, agent or independent contractor of the Trust, including the Asset Manager, will provide any services to the Master Tenant, the Property Manager or any Subtenant or any affiliate of any thereof; (ix) none of the Sponsor, the Trust, the Managers or any affiliate of any thereof has loaned or will loan to any Investor any of the funds necessary to acquire his, her or its Interest in the Trust or has guaranteed or will guarantee any indebtedness incurred by any Investor to acquire his, her or its Interest in the Trust; (x) none of the Master Tenant, the Property Manager, any Subtenant, or any party related to any thereof holds any option to acquire any of the Real Estate; (xi) none of the Trust, the Trustees or the Asset Manager has entered into or will enter into any agreement or understanding with any beneficiary of the Trust creating an agency or nominee relationship and none of the Trust, the Trustees or the Asset Manager has been or will be represented as an agent or nominee of any beneficiary of the Trust in dealings with third parties; (xii) the Trust has not opted-out and will not opt-out of its status as a separate legal entity pursuant to Section 3810(a)(2) of the DSTA (as defined below); (xiii) the Capital Expenditures (as defined below) to the Real Estate funded by the Trust and not required by law will not change the fundamental nature of the Real Estate as a senior living facility or materially change the number or size of the improvements included in the Real Estate; (xiv) the obligation of the Trust to fund Capital Expenditures has not been entered into by the Trust to take advantage of variations in the market to improve the investment of the Investors but rather has been entered into by the Trust in order to protect and conserve the Real Estate for the Investors; and (xv) any increase in the value of the Real Estate attributable to such Capital Expenditures will be incidental to the purpose to protect and conserve the Real Estate for the Investors.

In addition, in rendering this Opinion, we have, with your permission, assumed that: (i) the Interests will be acquired by the Investors directly from the Trust and the Depositor's interest in

the Trust will be reduced in proportion to the amount of such acquisitions; (ii) none of the Depositor, the Trust, the Managers, the Trustees, or any Investor has made or will make an election, or has taken or will take any other action, that would cause the Trust to be classified as an association taxable as a corporation or partnership for federal income tax purposes; (iii) the Transaction Documents (without modification) are properly executed and delivered, and are enforceable in accordance with their terms; (iv) all parties to the Transaction Documents will comply with all provisions of the Transaction Documents, and will take no action inconsistent with the Transaction Documents or any terms of this Opinion; (v) all transactions described in the Private Placement Memorandum have occurred as described in the Private Placement Memorandum; and (vi) neither the exchanged property nor the replacement property in any Code Section 1031 exchange involving the Trust is, or at any relevant time has been or will be, tax-exempt use property within the meaning of Code Section 470(e)(4)(A). We have further assumed the accuracy and completeness of all documents and records that we have reviewed, the genuineness of all signatures, the authenticity of the documents submitted to us as originals, and the conformity to authentic original documents of all documents submitted to us as pro forma or reproduced copies.

Capitalized terms which are not herein defined have the meanings ascribed to them in the Transaction Documents.

For the avoidance of doubt, the term “Investors” as used herein does not include the Sponsor or any affiliate thereof.

DELAWARE STATUTORY TRUST ACT

The Delaware Statutory Trust Act (“DSTA”) provides rules for Delaware Statutory Trusts. A Delaware Statutory Trust is an unincorporated association which is created by a trust agreement or other governing instrument under which property is or will be held, managed, administered, controlled, invested, reinvested and/or operated, or business or professional activities for profit are carried on or will be carried on, by a trustee or trustees or as otherwise provided in the governing instrument for the benefit of such person or persons as are or may become beneficial owners or as otherwise provided in the governing instrument. DSTA Section 3801(g).

A Delaware Statutory Trust is required to file a certificate of trust in the office of the Secretary of State of the State of Delaware. DSTA Section 3810(a)(1). Unless otherwise provided in its certificate of trust and in its governing instrument, a Delaware Statutory Trust is a separate legal entity. DSTA Section 3810(a)(2). Except in the case of a Delaware Statutory Trust that is a registered investment company under the Investment Company Act of 1940, as amended, a Delaware Statutory Trust shall at all times have at least one trustee which, in the case of a natural person, shall be a person who is a Delaware resident or which, in all other cases, has its principal place of business in Delaware. DSTA Section 3807(a), (b). A Delaware Statutory Trust may sue and be sued, and the property of a Delaware Statutory Trust is subject to attachment and execution as if it were a corporation. DSTA Section 3804(a). Except to the extent otherwise provided in the governing instrument of a Delaware Statutory Trust, the beneficial owners shall be entitled to the same limitation of personal liability extended to stockholders of Delaware corporations. DSTA Section 3803(a).

Except to the extent otherwise provided in the governing instrument of a Delaware Statutory Trust, a beneficial owner shall have an undivided beneficial interest in the property of the Delaware Statutory Trust and shall share in the profits and losses of the Delaware Statutory Trust in the proportion (expressed as a percentage) of the entire undivided beneficial interest in the Delaware Statutory Trust owned by such beneficial owner. DSTA Section 3805(a). No creditor of the beneficial owner shall have any right to obtain possession of, or otherwise exercise legal or equitable remedies with respect to, the property of the Delaware Statutory Trust. DSTA Section 3805(b). No creditor of the trustee shall have any right to obtain possession of, or otherwise exercise legal or equitable remedies with respect to, the property of the Delaware Statutory Trust with respect to any claim against, or obligation of, such trustee in its individual capacity and not related to the Delaware Statutory Trust. DSTA Section 3805(g). Except to the extent otherwise provided in the governing instrument of a Delaware Statutory Trust, the death, incapacity, dissolution, termination, or bankruptcy of a beneficial owner or a trustee shall not result in the termination or dissolution of a Delaware Statutory Trust. DSTA Section 3808(b). Except to the extent otherwise provided in the governing instrument of a Delaware Statutory Trust, a Delaware Statutory Trust may acquire, by purchase, redemption, or otherwise, any beneficial interest in the Delaware Statutory Trust held by a beneficial owner of the Delaware Statutory Trust. DSTA Section 3818.

To the extent that, at law or in equity, a trustee or beneficial owner or other person has duties (including fiduciary duties) to a statutory trust or to another trustee or beneficial owner or to another person that is a party to or is otherwise bound by a governing instrument, the trustee's or beneficial owner's or other person's duties may be expanded or restricted or eliminated by provisions in the governing instrument; provided, that the governing instrument may not eliminate the implied contractual covenant of good faith and fair dealing. DSTA Section 3806(c).

Pursuant to an agreement of merger or consolidation, a Delaware Statutory Trust may merge or consolidate with or into one or more Delaware Statutory Trusts or other business entities formed or organized or existing under the laws of the State of Delaware or any other State or the United States or any foreign country or other foreign jurisdiction, with such Delaware Statutory Trust or other business entity as the agreement shall provide being the surviving or resulting Delaware Statutory Trust or other business entity. DSTA Section 3815(a). If the governing instrument of a Delaware Statutory Trust specifies the manner of authorizing a conversion of the Delaware Statutory Trust to another business entity, the conversion shall be authorized as specified in the governing instrument. DSTA Section 3821(a), (b).

RELEVANT PROVISIONS IN THE TRANSACTION DOCUMENTS

A. Trust Agreement

Article I provides in part that all Interests in the Trust shall be of a single class.

Section 2.03 provides that the purposes of the Trust are: (i) to have the Signatory Trustee, on behalf of the Trust, acquire and own the Real Estate and any related personal property; (ii) to enter into or assume and comply with the terms of the Transaction Documents; (iii) to conserve, protect, manage and dispose of the Real Estate; and (iv) to take such other actions as the Trustees deem necessary or advisable to carry out the foregoing. Section 2.03 also provides that the Trust shall hold its property (the "Trust Property") for investment purposes, that neither the Trustees, the Investors, nor their agents shall provide non-customary services with respect

to the Real Estate, and that the Trust shall conduct no activities other than as specifically provided in Section 2.03.

Section 2.04 states that the Trustees are holding the Trust Property for the benefit of the Investors, subject to the obligations of the Trust under the Master Lease, and other relevant agreements. Section 2.04 further states that it is the intention of the parties to the Trust Agreement that the Trust constitute a “statutory trust” within the meaning of the DSTA, and that the Trust not constitute an agency, partnership, corporation, association or business trust for federal income tax purposes. Instead, the Investors shall be treated for federal income tax purposes as owning a direct interest in the Real Estate and other Trust Property and agree to report their Interests consistently with such characterization.

Section 3.01 provides that any proposed assignment, pledge, encumbrance, or transfer by the Investors of part or all of their Interests is subject to the prior consent of the Signatory Trustee and satisfaction of certain preconditions set forth in the Trust Agreement.

Article IV directs the Signatory Trustee to distribute all available cash to the Investors in accordance with their “Percentage” (as such term is defined in the Trust Agreement), on a monthly basis, after paying or reimbursing the Trustees for any fees or expenses paid or incurred by the Trustees on behalf of the Trust, and retaining such additional amounts as are necessary to pay anticipated ordinary current and future Trust expenses. Undistributed cash may be invested only in short-term government obligations and in certificates of deposit or interest-bearing bank accounts with a bank or trust company having a minimum stated capital. All such obligations must be held until maturity and must mature prior to the next distribution date.

Section 5.01(a) states that the Trust Agreement shall not be interpreted to impose a partnership or joint venture relationship among the Investors either at law or in equity, and the Investors shall not have any liability for debts or obligations of any other Investor, nor have authority to act on behalf of any other Investor with respect to the Trust Property.

Section 5.01(c) provides that, from and after such time as there is more than one Investor in the Trust, the Trust shall not constitute a business entity, but shall instead constitute an investment trust within the meaning of Treasury Regulation Section 301.7701-4(c) and a “grantor trust” within the meaning of Subpart E of Part 1, Subchapter J of the Code (Code Sections 671 et seq.).

Section 5.01(d) provides that the Signatory Trustee, on behalf of the Trust and not the Investors shall have legal title to the Trust Property and the Trust Agreement shall not be terminated by reason of the bankruptcy, death or other incapacity of any Investors, or the transfer by any Investors of any interest in the Trust Property. In addition, Section 5.01(d) provides that the Investors generally shall not be liable for any liabilities or obligations of the Trust or the Trustees or for the performance of the Trust Agreement.

Section 5.02 provides that Investors do not have the right to demand or receive an in-kind distribution of Trust Property from the Trust.

Section 5.03 provides that any sale or conveyance of the Trust Property by the Signatory Trustee is binding on the Investors, and that the Signatory Trustee may not sell the Trust

Property and acquire new real estate. Section 5.03 further provides that the Signatory Trustee may determine to contribute the Trust Property to an operating partnership of a real estate investment trust in exchange for units of ownership interest in such operating partnership ("Partnership Units") pursuant to a transaction intended to be structured as a tax deferred contribution under Section 721 of the Code. In such event, the Investors will receive consideration in the form of either cash or Partnership Units with an aggregate value equal to the fair market value of the Investor's Interests at the date of the contribution. However, the Signatory Trustee has no obligation to provide such choice to the Investors if there is a future change in law which effectively eliminates the availability of Code Section 1031 to the Investors with respect to the disposition of the Trust Property, and in such event may exchange the Investors' Interests solely for Partnership Units.

Section 5.04 provides that, except solely with respect to the selection of replacement Trustees in certain circumstances, the Investors have no right to make decisions for or to operate or manage the Trust.

Section 6.04 provides that the Trustees shall manage, control, dispose of or otherwise deal with the Trust Property, subject to the restrictions otherwise provided in the Trust Agreement.

Section 7.01(e) provides that the duties of the Signatory Trustee include holding bare legal title to the Real Estate on behalf of the Trust, for the benefit of the Trust, in a manner consistent with arrangements described in Treasury Regulation Section 301.7701-4(a). Section 7.01(e) further provides that the Signatory Trustee shall not hold any beneficial ownership interest in the Real Estate for income tax purposes or for any other legal or equitable purpose, and expressly disclaims any ownership or other interest (legal, equitable or otherwise) in the Real Estate other than such interest in bare legal title to such property as set forth therein, it being understood and agreed that all interests in the Real Estate not specifically ascribed in Section 7.01(e) to the Signatory Trustee are reserved to and held by the Trust. Section 7.01(e) further provides that the Signatory Trustee will have all necessary powers it is required to have under Illinois state law as holder of bare legal title of the Real Estate, including the power and the authority to execute documents with respect to the acquisition, financing, operation and conveyance of the Real Estate.

Section 7.02 authorizes the Signatory Trustee to take, or cause the Trust to take, all actions necessary to conserve and protect the Trust Property, including, but not limited to: (a) acquiring, owning, conserving, protecting, operating and selling the Trust Property; (b) entering into and/or assuming and complying with the terms of the Master Lease, and the other Transaction Documents; (c) collecting rents and making distributions to the Investors; (d) entering into any agreement for purposes of completing tax-free exchanges of real property with a qualified intermediary as defined in Treasury Regulations under Section 1031 of the Code; (e) notifying the relevant parties of any default in the Transaction Documents; (f) solely to the extent necessitated by the bankruptcy or insolvency of the Master Tenant, renegotiating the Master Lease or entering into a new lease(s) with respect to the Real Estate or negotiating or financing any debt secured by the Real Estate; (g) entering into the Asset Management Agreement with the Asset Manager; (h) taking all actions provided for in Section 9.02 of the Trust Agreement; (i) consenting to the exercise of any right or obligation held by any tenant with respect to the Trust Property or to any proposed modification of any agreement affecting the Real Estate (other than the Master Lease); provided, however that any such right or obligation to the extent it exists may only be exercised to maintain the value of the Trust Property; and (j) taking any action which, in

the reasoned opinion of tax counsel to the Trust, should not have an adverse effect on either the treatment of the Trust as an “investment trust” within the meaning of Regulations Section 301.7701-4(c) or any Investor as a “grantor” within the meaning of Code Section 671.

Section 7.03 provides that the Trustees do not have the power to take the following actions, if the effect would be that such action or actions would constitute a power under the Trust Agreement to “vary the investment of the certificate holders” under Treasury Regulation Section 301.7701-4(c)(1) and Revenue Ruling 2004-86: (a) dispose of the Real Estate and acquire new real estate, or otherwise reinvest any monies except as provided in Section 4.02 of the Trust Agreement; (b) enter into new mortgage financing or renegotiate the Master Lease or enter into new leases except in the case of a Master Tenant’s bankruptcy or insolvency; (c) make other than minor non-structural modifications to the Real Estate, other than as required by law; (d) accept any capital from the Investors or any new investor in the Trust except as provided for in the Private Placement Memorandum; or (e) take any other action which in the reasoned opinion of tax counsel to the Trust should be expected to cause the Trust to be treated as a “business entity” for federal income tax purposes.

Section 9.01 provides that the Trust will dissolve in accordance with Section 3808 of the DSTA, and that the Trust Property shall be distributed to the Investors at the earlier of (a) December 31, 2076, or (b) the sale or other disposition of the Real Estate.

Section 9.02 provides that, notwithstanding Section 9.01, if: (1)(a) the Trust Property or any portion thereof is subject to a casualty, condemnation or similar event that is not adequately compensated for through insurance or otherwise sufficient to permit restoration of the Trust Property to the same condition as previously existed; or (b) the Signatory Trustee determines that the Investors are at risk of losing all or a substantial portion of their investment in the Trust, and (2) the Signatory Trustee is prohibited from taking actions to address, cure or mitigate such events by reason of the restrictions set forth in Section 7.03 of the Trust Agreement, the Signatory Trustee shall take such actions as are described Section 9.03.

Under Section 9.03, if the circumstances described in Section 9.02 of the Trust Agreement apply, then the Signatory Trustee shall: (1) terminate the Trust by converting it into (or otherwise affecting the transfer of the Trust Property to) a Delaware limited liability company (an “LLC”), which LLC shall acquire the Trust Property subject to the then outstanding obligations of the Trust under the Master Lease and assume the Trust obligations under the Master Lease; (2) convert or exchange the interests in the Trust for equivalent membership interests in the LLC in termination of the Trust; and (3) be designated as the manager of the LLC.

B. Master Lease

Section 1.1 provides that the initial term of the Master Lease will terminate 120 months from the date of the lease; provided, however, that unless terminated earlier in accordance with the Master Lease, the term shall automatically renew for no more than five (5) successive one-year periods.

Section 1.6 provides that the Trust and the Master Tenant agree that the Master Lease is a “net lease” and a “true lease” and not a financing arrangement, joint venture, or management arrangement, and that the parties will reflect the transactions embodied in the Master Lease consistent with “true lease” treatment rather than “financing” or “partnership” treatment.

Section 2.1 and Exhibit C provide that the amount of rent payable for a year is equal to: (i) a base amount (the “Base Rent”); (ii) an amount (the “Additional Rent”) equal to 100% of the Master Tenant’s gross income from the Real Estate between a specifically stated, annually escalating floor and a specifically stated, annually escalating ceiling; and (iii) thereafter an additional amount (the “Supplemental Rent”) equal to 75% of Master Tenant’s gross income from the Real Estate that exceeds a higher specifically stated, annually escalating floor, calculated on a calendar year basis.

Section 3.1 provides that the Master Tenant will pay, or cause to be paid, “Impositions” relating to real estate taxes and charges for public utilities and premiums for property insurance, which amounts may be adjusted from time to time depending on such Impositions and insurance premiums in amounts sufficient to pay the same when due.

Section 4.2(a) provides that the Master Tenant is required, at its own cost, to maintain the Real Estate and make repairs to it as and when needed.

Sections 4.1 and 4.5 provide that the Trust is responsible for certain “Capital Expenditures”, which is defined in the Master Lease to include (i) repairs and replacements of the structure, foundation, roof, exterior walls, the parking lot, and improvements to the Real Estate for the benefit of Subtenants (including tenant improvements for building out space of Subtenants), (ii) leasing commissions, (iii) certain hazardous substance costs, (iv) any repairs identified in the property condition assessment reports, or similar engineering reports, performed in connection with the acquisition of the Real Estate, (v) any insurance deductible, (vi) construction of new signage and/or repair and replacement of existing signage to the extent such signage is of a type and nature that it is affixed to the Real Estate as a fixture; (vii) costs arising with respect to extraordinary measures taken to conserve and protect the Real Estate in the context of any pandemic, including but not limited to the novel coronavirus commonly known as COVID-19; and (viii) other improvements to the Real Estate that would be considered capital expenses under the capitalization policy of the Sponsor, as related to the structure, foundation, roof, exterior walls, the parking lot and improvements to the Real Estate.

Article 6 provides that the Master Tenant shall obtain and maintain insurance in amounts and against risks consistent with insurance coverages obtained and maintained by owners of improved real property.

Section 17.1(b) provides that the Master Tenant may assign the Master Lease to any subsidiary or affiliate of the Master Tenant without prior consent of the Trust provided that the subsidiary or affiliate of the Master Tenant, in the Trust’s reasonable discretion, demonstrates a financial position equal to or greater than the Master Tenant and continues to be a subsidiary or affiliate of the Master Tenant for the term of the Master Lease.

Section 17.2(a) provides that the Master Tenant may sublet the whole or any portion of the Real Estate without prior written consent of the Trust provided that the term of any sublease must terminate prior to the term of the Master Lease and so long as the subleases contain certain stated provisions.

Section 18.1 generally defines “Default” to include, among other things: (a) the failure by the Master Tenant to pay Base Rent when the same became due and payable; (b) the failure to pay any other Rent payable under the Master Lease, which failure is not cured within 10 days after

notice; (c) the failure to comply with the other terms, covenants, or conditions of the Master Lease, which such failure is not cured within 30 days after the Master Tenant becomes aware or gains knowledge of the failure; (d) the leasehold demises shall be taken on execution or other process of law in any action against the Master Tenant; (e) the occurrence of certain bankruptcy-related events with respect to the Master Tenant, including but not limited to the filing by the Master Tenant of a voluntary bankruptcy petition (including any petition for reorganization, liquidation, dissolution or similar relief) or the adjudication of the Master Tenant as a bankrupt or insolvent; (f) if the Master Lease or any estate of Master Tenant shall be levied upon under any attachment or execution and such attachment or execution is not vacated within 120 days; (g) if Master Tenant causes or institutes any proceeding, or a final and nonappealable court order is issued, for the dissolution or termination of the Master Tenant; (h) if Master Tenant makes a general assignment for the benefit of creditors or takes any other similar action for protection or benefit of creditors; and (i) any material representation or warranty of the Master Tenant is inaccurate in any material respect.

Section 18.2 provides that if any "Default" occurs, the Trust shall have the option to pursue any one or more of the following remedies without any notice (except as otherwise specifically set forth in the Master Lease) or demand for possession whatsoever: (i) with ten days prior written notice, terminate the Master Lease, in which event Master Tenant shall immediately surrender the Real Estate to the Trust; (ii) with ten days prior written notice, terminate Master Tenant's right to occupy and possess the Real Estate and re-enter and take possession of the Real Estate (without terminating the Master Lease); (iii) enter the Real Estate and do whatever Master Tenant is obligated to do under the terms of the Master Lease and Master Tenant agrees to reimburse the Trust on demand for any expenses which the Trust may incur in effecting compliance with Master Tenant's obligations under the Master Lease, and Master Tenant further agrees that the Trust shall not be liable for any damages resulting to Master Tenant from such action, and (iv) exercise all other remedies available to the Trust at law or in equity, including, without limitation, injunctive relief of all varieties.

Section 20.1 provides that the Master Lease will terminate if the Real Estate is sold or if 100% of the Interests in the Trust are sold other than to the Investors.

C. Asset Management Agreement

Pursuant to the Asset Management Agreement, the Trust engaged the Asset Manager to manage the Trust's day-to-day operations, review all performance and financial information related to the Real Estate, review the capital markets on an ongoing basis to take advantage of financing opportunities that will enhance the returns to the Trust, evaluate market conditions in the immediate area surrounding the Real Estate to determine the most beneficial time to market the Real Estate for sale, and to perform certain other services with respect to the Trust's affairs.

Under the Asset Management Agreement, unless the Asset Manager waives its right thereto, the Asset Manager is entitled to (1) a fixed monthly management fee; (2) if the Real Estate financed, an amount equal to 1% of the principal amount of the new loan amount plus reimbursement of any out-of-pocket expenses incurred by the Asset Manager in connection with the financing; and (3) if the Real Estate is exchanged or sold to a third party unaffiliated with the Trust, a disposition fee in an amount up to 3.0% of the gross sales price of the Real Estate; provided, however, if the sale of the Real Estate includes a commission payable to a third-party broker, the amount of such fee will be reduced so that the sum of the fee and any sales

commission payable to a third-party broker in connection with the sale does not exceed four percent (4.00%) of the gross sales price of the Real Estate; and provided further that the Asset Manager will not be entitled to any such fee in the event that the gross sales price of the Real Estate, reduced by any amounts used or incurred by the Trust to pay off or cause the buyer to assume the debt on the Real Estate, is less than the aggregate offering price for interests in the Trust as provided in the Private Placement Memorandum, as directly allocable to the Real Estate being sold (the “Asset Manager Disposition Fee”).

The Asset Management Agreement states that the Trust shall pay or reimburse the Asset Manager for any sums of money due it under the Asset Management Agreement for services and advances prior to termination of the Asset Management Agreement.

The Asset Management Agreement provides that nothing contained in the Asset Management Agreement shall be deemed or construed to create a partnership or joint venture between the Trust and the Asset Manager.

D. Property Management Agreement

Pursuant to the Property Management Agreement, the Property Manager is responsible for serving as the manager of the Real Estate, operating the Real Estate in the same manner as is customary and usual in the operation of comparable senior living facilities operated or owned by the Property Manager (which include assisted living and memory care facilities), which includes, among other things, preparing a marketing plan and strategy for the Real Estate; establishing and maintaining a system of financial controls for the Real Estate; recruiting, employing, hiring and training of staff; maintaining the Real Estate in good repair and condition; providing access to national contracts for certain services and supplies; providing compliance support with respect to federal and state statutes and regulations; providing access to participate in the Property Manager’s affiliate’s group property and casualty insurance program; maintaining certain insurance coverages; and maintaining an operating account. The Property Manager is also responsible for issuing both annual and monthly reports to the Master Tenant.

The Property Management Agreement provides that the Property Manager is an independent contractor and not a partner of, or joint venturer with the Master Tenant.

The Property Management Agreement has an Initial Term of three years (the “Initial Term”), which commenced on February 25, 2026 (the “PM Effective Date”) and will expire on February 24, 2033, and will automatically renew for successive one-year periods thereafter. The Property Management Agreement may be terminated as follows: (1) by either party at any time without cause by giving 120 days’ prior written notice to the other party; (2) by either party in the event of certain bankruptcy events, as specified in the Property Management Agreement; (3) by either party in the event of certain breaches by the other party of the Property Management Agreement, as specified in the Property Management Agreement; (4) by the Master Tenant in the event of a casualty or condemnation of the Real Estate; and (5) by either party in connection with a sale of the Real Estate to an unrelated third party upon at least 60 days’ prior notice.

The Property Manager is entitled to the following fees from the Master Tenant: (i) a monthly base management fee (the “Property Management Fee”) equal to 5.0% of the “Revenues” from the Real Estate for the month in which the payment is made; and (ii) an incentive fee equal to 15.0% of the excess of (a) the actual NOI of the Real Estate for such fiscal year, over (b) the

NOI Threshold of the Real Estate for such fiscal year, until the Property Management Fee equals 7.0% of Revenues (the “Incentive Fee” and with the Property Management Fee, the “Property Management Fees”). “Revenues” means for the applicable period of time, the revenue required to be recorded in accordance with generally accepted accounting principles or other accounting methods consistently applied and reasonably agreed to by the Property Manager and the Master Tenant, excluding however, amortization income of resident entrance payments and excluding bequests, gifts or similar donations to the Real Estate; “NOI” means, for any period, the positive or negative dollar amount of the Real Estate’s Revenues for such period, plus real estate taxes and insurance, less Real Estate expenses (including the Property Management Fees, for such period, and excluding any depreciation and amortization, capital expenditures, and mortgage interest and principal payments, other borrowing costs and capital expenses). The “NOI Threshold” for the period commencing on the PM Effective Date and ending on December 31, 2026 is \$3,801,409.81. The NOI Threshold will be recalculated each January 1, beginning January 1 of the year following the PM Effective Date, and on each January 1 thereafter and set forth in the applicable Approved Operating and Capital Budget (as defined in the Property Management Agreement).

Further, if the Property Management Agreement is terminated by the Master Tenant without cause during the Initial Term, the Property Manager will be entitled to a termination fee (the “PM Termination Fee”) equal to (i) if the effective date of the termination is within 36 months of the PMA Effective Date, 12 times the Property Management Fee; (ii) if the effective date of the termination is between 37 and 60 months following the PMA Effective Date, six times the Property Management Fee; or (iii) if the effective date of the termination is between 61 and 84 months following the PMA Effective Date, three times the Property Management Fee. The Property Manager will not be entitled to the PM Termination Fee if the Property Management Agreement is terminated after 84 months following the PMA Effective Date.

In the event that the Property Management Agreement is terminated without cause by the Property Manager during the Initial Term, the Master Tenant will be entitled to a termination fee in the amount of \$25,000 (the “MT Termination Fee”). In the event that the Property Management Agreement is terminated by either party after the Initial Term, then neither the Property Manager nor the Master Tenant will be entitled to any termination fee or penalty.

In addition, but subject to the approved budget, the Master Tenant is responsible for reimbursing the Property Manager the net cost of reasonable transportation and living expense for employees, officers and agents of the Property Manager, its affiliates or outside consultants when traveling in connection with the Real Estate; data communication charges; express delivery, copying and legal and other costs incurred by the Property Manager in connection with the performance of its services under the Property Management Agreement; provided that, the Master Tenant will not be responsible for reimbursing the Property Manager for (1) expenses for office equipment or supplies; (2) any overhead items and Property Manager travel, not provided for in the budget; (3) licensure expenses of the Property Manager that are not Real Estate - specific; or (4) except as otherwise provided in the Property Management Agreement, costs relating to accounting services performed under the Property Management Agreement.

E. Disposition Agreement

The Disposition Agreement provides for the Property Manager to consult with the Trust and furnish advice and recommendations with respect to the proposed disposition of the Real

Estate. In consideration of such services, the Trust has agreed to pay a disposition fee (an "Property Manager Disposition Fee") to the Property Manager (i) upon the sale, transfer, conveyance or other disposition of the Real Estate to a third party unaffiliated with the Trust (a "Disposition"), or (ii) in the event of a sale, transfer, conveyance or other disposition of the Real Estate to an affiliate of the Trust where the Property Manager is issued cash for its Interests. The amount of the Property Manager Disposition Fee payable under the Disposition Agreement will be calculated as a percentage of the gross sale price of the Real Estate ("Gross Price"), reduced by the amounts used or incurred by the Trust to repay any indebtedness, or to cause the buyer of the Real Estate to assume any indebtedness, of the Trust related to the Real Estate in connection with such Disposition (such reduced amount, the "Sales Proceeds"), relative to the aggregate amount of beneficial interests in the Trust (representing equity only) as reflected in this Memorandum (such amount, the "Investment Amount"), as follows: (i) if the Sales Proceeds of the Real Estate are less than or equal to 110.0% of the Investment Amount, the Property Manager will not be entitled to an Property Manager Disposition Fee; (ii) if the Sales Proceeds of the Real Estate are greater than 110.0% of the Investment Amount but less than or equal to 125.0% of the Investment Amount, the Property Manager will be entitled to an Property Manager Disposition Fee equal to 0.75% of the Gross Price of such Real Estate; (iii) if the Sales Proceeds of the Real Estate are greater than 125.0% of the Investment Amount but less than or equal to 150.0% of the Investment Amount, the Property Manager will be entitled to an Property Manager Disposition Fee equal to 1.50% of the Gross Price of such Real Estate; (iv) if the Sales Proceeds of the Real Estate are greater than 150.0% of the Investment Amount but less than or equal to 175.0% of the Investment Amount, the Property Manager will be entitled to an Property Manager Disposition Fee equal to 2.50% of the Gross Price of such Real Estate; and (v) if the Sales Proceeds of the Real Estate are greater than 175.0% of the Investment Amount, the Property Manager will be entitled to an Property Manager Disposition Fee equal to 3.0% of the Gross Price of such Real Estate. The Disposition Agreement further provides that in the event of a sale, transfer, conveyance or other disposition of the Real Estate to an affiliate of the Trust where the Property Manager is issued economically equivalent consideration for its Interest as to be mutually agreed upon by the parties such as partnership interest in a subsidiary partnership of the Operating Partnership, the Property Manager will not be entitled to the Property Manager Disposition Fee.

In the event that the Property Management Agreement is not renewed at the election of either the Master Tenant or the Property Manager or terminated for any reason, other than pursuant to a termination in accordance with the Property Management Agreement upon (i) the sale of the Property in which the Property Manager is paid an Property Manager Disposition Fee as provided above or (ii) the sale or transfer of the Property, or a sale or transfer or all of the direct or indirect ownership interests in the Trust to an affiliate of the Trust, each of the Trust and the Property Manager may elect to terminate the Disposition Agreement (each, a "DSA Termination Option"). If either party elects to terminate the Disposition Agreement pursuant to the exercise of the DSA Termination Option, the amount of the Property Manager Disposition Fee will be based on the Appraised Value Proceeds (as defined herein), rather than on the Sales Proceeds. For these purposes, the "Appraised Value Proceeds" means the appraised value of the Property, as determined by the appraisal procedure set forth below the Disposition Agreement, reduced by (1) the amounts that would be needed to repay any indebtedness, or to cause the buyer of the Real Estate to assume any indebtedness, related to the Real Estate if a sale were to occur at such time and (2) the cost of the appraisal required under the Disposition Agreement.

TAX ANALYSIS

It is our opinion that, for federal income tax purposes, the acquisition by the Investors of their Interests should be treated as the direct acquisition by the Investors of ownership interests in the Real Estate for purposes of Code Section 1031.

The principal authority governing the treatment of interests in Delaware Statutory Trusts for purposes of Code Section 1031 is Revenue Ruling 2004-86, 2004-2 C.B. 191. As more fully described below, our conclusion as to the treatment of the Interests under Code Section 1031 is based largely on the similarity between the facts described in Revenue Ruling 2004-86 and the facts in respect of the Trust, and the Treasury Regulations and case law that form the basis for the revenue ruling.

Treatment of the Interests as Real Property for Purposes of Code Section 1031

Code Section 1031 provides that no gain or loss is recognized on the exchange of real property held for productive use in a trade or business or for investment if such property is exchanged solely for real property of like kind which is to be held either for productive use in a trade or business or for investment.

On July 20, 2004, the IRS issued Revenue Ruling 2004-86, 2004-2 C.B. 191, which held that, assuming the other requirements of Code Section 1031 are satisfied, a taxpayer may exchange real property for a beneficial interest in a Delaware Statutory Trust such as the trust described in the ruling (the “DST”) in a tax-free exchange under Code Section 1031. The holding of Revenue Ruling 2004-86 is based on certain factual assumptions regarding the provisions of the trust agreement of the DST, although not all the facts described in the ruling are crucial to its holding. The facts as set forth in Revenue Ruling 2004-86 are as follows:

On January 1, 2005, A, an individual, borrows money from BK, a bank, and signs a 10-year note bearing adequate stated interest, within the meaning of § 483. On January 1, 2005, A uses the proceeds of the loan to purchase Blackacre, rental real property. The note is secured by Blackacre and is nonrecourse to A.

Immediately following A’s purchase of Blackacre, A enters into a net lease with Z for a term of 10 years. Under the terms of the lease, Z is to pay all taxes, assessments, fees, or other charges imposed on Blackacre by federal, state, or local authorities. In addition, Z is to pay all insurance, maintenance, ordinary repairs, and utilities relating to Blackacre. Z may sublease Blackacre. Z’s rent is a fixed amount that may be adjusted by a formula described in the lease agreement that is based upon a fixed rate or an objective index, such as an escalator clause based upon the Consumer Price Index, but adjustments to the rate or index are not within the control of any of the parties to the lease. Z’s rent is not contingent on Z’s ability to lease the property or on Z’s gross sales or net profits derived from the property.

Also on January 1, 2005, A forms DST, a Delaware statutory trust described in the Delaware Statutory Trust Act, Del. Code Ann. title 12, §§ 3801 - 3824, to hold property for investment. A contributes Blackacre to DST. Upon contribution, DST assumes A’s rights and obligations under the note with BK and the lease with Z.

In accordance with the terms of the note, neither DST nor any of its beneficial owners are personally liable to BK on the note, which continues to be secured by Blackacre.

The trust agreement provides that interests in DST are freely transferable. However, DST interests are not publicly traded on an established securities market. DST will terminate on the earlier of 10 years from the date of its creation or the disposition of Blackacre, but will not terminate on the bankruptcy, death, or incapacity of any owner or on the transfer of any right, title, or interest of the owners. The trust agreement further provides that interests in DST will be of a single class, representing undivided beneficial interests in the assets of DST.

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

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

On January 3, 2005, B and C exchange Whiteacre and Greenacre, respectively, for all of A's interests in DST through a qualified intermediary, within the meaning of § 1.1031(k)-1(g). A does not engage in a § 1031 exchange. Whiteacre and Greenacre were held for investment and are of like kind to Blackacre, within the meaning of § 1031.

Neither DST nor its trustee enters into a written agreement with A, B, or C, creating an agency relationship. In dealings with third parties, neither DST nor its trustee is represented as an agent of A, B, or C.

BK is not related to A, B, C, DST's trustee or Z within the meaning of § 267(b) or § 707(b). Z is not related to B, C, or DST's trustee within the meaning of § 267(b) or § 707(b).

The IRS's conclusions in Revenue Ruling 2004-86 were as follows:

- (1) The Delaware statutory trust described above is an investment trust, under § 301.7701-4(c), that will be classified as a trust for federal tax purposes.
- (2) A taxpayer may exchange real property for an interest in the Delaware statutory trust described above without recognition of gain or loss under § 1031, if the other requirements of § 1031 are satisfied.

The IRS noted that, under the facts of Revenue Ruling 2004-86, if the DST's trustee had the power to do one or more of the following acts, it would be classified as a partnership or other business entity for federal income tax purposes:

- (i) dispose of Blackacre and acquire new property; (ii) renegotiate the lease with Z or enter into leases with tenants other than Z; (iii) renegotiate or refinance the obligation used to purchase Blackacre; (iv) invest cash received to profit from market fluctuations; or (v) make more than minor non-structural modifications to Blackacre not required by law.

In addition, the DST would not have qualified as an "investment" trust had it been able to (a) accept additional contributions of new cash or assets from existing or new owners, or (b) invest reserves and cash in investments other than short term government obligations, certificates of deposit or interest bearing accounts that are held to maturity and that mature prior to the distribution of cash to the DST's owners.

Various facts in Revenue Ruling 2004-86 in our view are not determinative of the outcome, including (a) that Blackacre was subject to the note and lease prior to being contributed to the DST, (b) that each owner had a right to an in-kind distribution of the DST's property, and (c) that the persons who acquired interests in the DST acquired their interests indirectly from the original owner of the DST, rather than the DST itself.

In determining whether the Investors' acquisition of their Interests "should" be treated as the direct acquisition of ownership interests in the Real Estate for purposes of Code Section 1031, we analyze below in light of all relevant authorities: (i) the Trust's classification as an entity separate from its owners (and not as an agency arrangement) for federal income tax purposes; (ii) the Trust's classification as an "investment trust" (and not as a business entity) for federal income tax purposes; (iii) whether the Master Lease constitutes a true lease for federal income tax purposes; (iv) the Trust's classification as a "grantor trust" for federal income tax purposes; (v) the treatment of the Investors as holding direct interests in the Real Estate for federal income tax purposes; and (vi) the fees payable under the Transaction Documents.

1. Classification of the Trust as an Entity Separate from its Owners for Federal Income Tax Purposes

Under Treasury Regulation Section 301.7701-1(a)(1), whether an organization is an entity separate from its owners for federal tax purposes is a matter of federal tax law and does not depend on whether the organization is recognized as an entity under local law. Revenue Ruling 2004-86 states that, generally, when participants in a venture form a state law entity and avail themselves of the benefits of that entity for a valid business purpose, such as investment or profit, and not for tax avoidance, the entity will be recognized for federal income tax purposes.

Whether the Trust is treated as an entity separate from its owners for federal income tax purposes depends upon its treatment under local law and the nature of the relationships created among the parties to the Trust pursuant to the Trust Agreement.

In Revenue Ruling 2004-86, after describing certain relevant provisions of the DSTA, and after observing that the DST was “formed for investment purposes”, the IRS concluded that the DST was an entity for federal income tax purposes. We believe that the Trust is substantially similar to the DST described in Revenue Ruling 2004-86. First, and most importantly, both the DST and the Trust are Delaware Statutory Trusts, subject to the provisions of the DSTA. The Trust has not opted out of its status as a separate legal entity under the DSTA. Second, Section 2.03 of the Trust Agreement provides that one of the purposes of the Trust is to hold the Real Estate for investment purposes. This provision of the Trust Agreement is consistent with the purpose of the DST in Revenue Ruling 2004-86 (*i.e.*, “to hold property for investment”). Third, Sections 5.01(a) and 5.01(d) of the Trust Agreement provide that the Investors are not liable for any liabilities or obligations of other investors in the Trust, the Trust or the Trustees or for the performance of the Trust Agreement. Fourth, consistent with the DST’s trust agreement, the Trust Agreement does not purport to create an agency relationship. Indeed, Section 2.04 of the Trust Agreement expressly states the intent of the parties thereto that the Trust shall not constitute an agency for federal income tax purposes. In addition, the Sponsor has represented that none of the Trust, the Trustees or the Asset Manager have entered into or will enter into any agreement or understanding with any beneficiary of the Trust creating an agency or nominee relationship and none of the Trust, the Trustees or the Asset Manager have been or will be represented as an agent or nominee of any beneficiary of the Trust in dealings with third parties. Accordingly, the Trust should be respected as an entity separate from the Investors for federal income tax purposes.

2. Classification of the Trust as an “Investment” Trust Rather than as a Business Entity for Federal Income Tax Purposes

In general, an organization constitutes a trust for tax purposes if it is an arrangement whereby trustees take title to property for the purpose of protecting or conserving it for the beneficiaries. Generally speaking, an arrangement will be treated as a trust for tax purposes if the purpose of the arrangement is to vest in trustees responsibility for the protection and conservation of property for beneficiaries who cannot share in the discharge of that responsibility and, therefore, are not associates in a joint enterprise for the conduct of business for profit. Treasury Regulation Sections 301.7701-1(a)(1), (b), 4(a).

There are other arrangements which are known as trusts because the legal title to property is conveyed to trustees for the benefit of beneficiaries, but which are not classified as trusts for tax

purposes because they are not simply arrangements to protect or conserve the property for the beneficiaries. These trusts, which are often known as business or commercial trusts, generally are created by the beneficiaries simply as a device to carry on a profit-making business which normally would have been carried on through business organizations that are classified as corporations or partnerships for tax purposes. The fact that the corpus of such a trust is not supplied by the beneficiaries is not sufficient reason in itself for classifying the arrangement as an ordinary trust rather than as a corporation or a partnership for tax purposes. The technical casting of an organization in trust form, by conveying title to property to trustees for the benefit of persons designated as beneficiaries, will not change the real character of the organization if the organization is more properly classified as a corporation or a partnership for tax purposes. Treasury Regulation Section 301.7701-4(b).

An investment trust will not be classified as a trust if there is a power under the trust agreement to vary the investment of the certificate holders. An investment trust with a single class of ownership interests, representing undivided beneficial interests in the assets of the trust, will be classified as a trust for tax purposes if there is no power under the trust agreement to vary the investment of the certificate holders. An investment trust with multiple classes of ownership interests ordinarily will be classified as a corporation or a partnership for tax purposes. An investment trust with multiple classes of ownership interests will be classified as a trust for tax purposes, however, if the trust is formed to facilitate direct investment in the assets of the trust and the existence of multiple classes of ownership interests is incidental to that purpose and if there is no power under the trust agreement to vary the investment of the certificate holders. Treasury Regulation Section 301.7701-4(c).

The DST in Revenue Ruling 2004-86 was held to be an “investment” trust and not a business entity. The courts and the IRS have considered the distinctions between an “investment” trust and a business entity on several other occasions.

In *Commissioner v. Chase National Bank*, 122 F. 2d 540 (2d Cir. 1941), a depositor transferred “units” consisting of the common stock of a number of corporations to a trust, and then sold trust certificates to investors. The trustee was vested with all of the rights of ownership of the shares except that the depositor controlled the voting rights of the shares and the trust instrument governed and restricted the disposal of the shares. Under the terms of the trust instrument, property deposited into the trust was held until some disposition of it was made consistent with the terms of the trust instrument. Further, distributions of currently available funds were required. No purchases were to be made by the trustee by way of reinvestment of funds or otherwise. The IRS argued that the trust was taxable as a corporation for federal income tax purposes. The court rejected the IRS’s argument, holding that because the trust agreement required the trust property “to be held for investment and not to be used as capital in the transaction of business for profit like a corporation organized for such a purpose”, the trust was prevented from becoming more than a “strict investment” trust. *Id.* at 543.

In a companion case, *Commissioner v. North American Bond Trust*, 122 F. 2d 545 (2d Cir. 1941), *cert. denied*, 314 U.S. 701 (1942), the Second Circuit reached a different conclusion regarding the classification of a trust for federal income tax purposes. In contrast to the terms of the trust instrument in the *Chase National Bank* case, the terms of the trust instrument in *North American Bond Trust* accorded the depositor with the power “to take advantage of market variations to improve the investments of even the first investors.” *Id.* at 546. This power arose in two ways. First, in making up new units, the depositor was not confined to the same bonds

he had selected for the previous units. Second, the bonds of all units constituted a single pool in which each certificate holder shared according to his proportion of all the certificates issued. As a result, the money from new investors could be used to purchase new bond issues which would in turn reduce the existing certificate holders' interests in the old bond issues. Based on these facts, the court held that the depositor "had power, though a limited power, to vary the existing investments of all certificate holders at will..." (*Id.*), and accordingly that the trust was an association taxable as a corporation.

Revenue Ruling 75-192, 1975-1 C.B. 384, concerned a trust agreement that required the trustee to invest cash on hand between quarterly distribution dates in short term government obligations or in certificates of deposit issued by banks with minimum stated surplus and capital that mature prior to the following distribution date. The IRS concluded that, because the trust agreement restricted the trustee to a fixed return similar to that earned on a bank account, there was no opportunity to profit from market fluctuations. Accordingly, the power to invest in short term instruments described in Revenue Ruling 75-192 is not a power to vary a trust's investment.

In Revenue Ruling 79-77, 1979-1 C.B. 448, the IRS ruled that a trust formed to hold real property was an ordinary trust under Treasury Regulation Section 301.7701-4(a) and a "grantor trust" under Code Section 671 *et seq.*, and not a "business entity" within the meaning of Treasury Regulation Section 301.7701-4(b) (*e.g.*, a partnership or an association taxable as a corporation), where the trustee's duties were limited to: (i) holding title to real estate; (ii) at the direction of the beneficiaries, signing a 20-year "triple net" lease (with renewal options) for the real estate; (iii) enforcing the lease; (iv) signing such other agreements as are approved by the beneficiaries; (v) approving minor alterations to the real estate; and (vi) distributing net income of the trust to the beneficiaries on a quarterly basis.¹

In other situations, however, the IRS has determined that an arrangement formed to hold real estate was properly classified as a business entity. For example, in Revenue Ruling 78-371, 1978-2 C.B. 344, the heirs to certain real estate established a trust and transferred to the trust real estate subject to a net lease. The trust agreement expressly authorized the trustees to acquire additional real estate, to sell assets of the trust, to invest such sales proceeds in certain types of financial products, to borrow money, to mortgage and lease the trust property, and to build or remove improvements from the trust property without the knowledge or consent of the owners of the trust. The IRS concluded that the trustee's power to engage in extensive real estate operations and to invest the sales proceeds in financial products indicated that the trust

¹ See also Private Letter Ruling 9352008 (September 29, 1993), in which the IRS ruled that an ownership interest in real estate should be respected as such for tax purposes and not recharacterized as a partnership interest where the real estate was subject to a net lease: "mere co-ownership of an interest in real property without providing more than the customary services of maintenance and repair and collecting of rents will not render a co-ownership a partnership . . . [The real estate] is already subject to a net lease, under which the lessee is responsible to pay all insurance premiums, general real estate taxes and special assessments, most of the utility expenses and a significant portion of the repair costs . . . Therefore, co-ownership of [the real estate] . . . is not, in and of itself, a partnership."

was not formed merely to protect and conserve the trust's property and ruled that the trust was taxable as a corporation.

Revenue Ruling 78-371 may be contrasted with Revenue Ruling 75-374, 1975-2 C.B. 261. In this ruling, the IRS addressed the level of joint business activity that would cause co-owners of real estate to be viewed as partners for tax purposes. The co-owners of an apartment project hired an unrelated management company to manage the apartment project. The management company negotiated and executed the leases for the apartment units, collected rents and other payments from tenants, and paid taxes, assessments and insurance premiums relating to the project. The management company performed (i) all services customarily performed in connection with the maintenance and repair of the apartment project (such as providing heat, air conditioning, hot and cold water, unattended parking, normal repairs, trash removal and cleaning of service areas), and (ii) certain additional services such as attended parking, gas, electricity and other utilities. Customary tenant services were furnished by the management company to the tenants at no additional charge above the basic rental payments. The management company paid the costs incurred in providing the additional services and retained the charges paid by the tenants. The ruling concluded that the co-owners were not partners for tax purposes because the furnishing of customary services in connection with maintenance and repair did not render the co-ownership a partnership. The IRS also found that the management company was not an agent of the co-owners because the co-owners did not share any of the profits realized from the rendition of the non-customary additional services by the management company.

Subject to the discussion below of certain differences between the facts in respect of the Trust and the facts of Revenue Ruling 2004-86, we believe that the arrangements provided for under the Trust Agreement and the Master Lease are similar to the arrangements described in *Chase National Bank* and Revenue Rulings 2004-86, 79-77, 73-374, and 75-192, and are distinguishable from the arrangements described in *North American Bond Trust* and Revenue Ruling 78-371. The Trust satisfies the "one class of interests" requirement because Article I of the Trust Agreement expressly states that the interests in the Trust, including the Interests, shall be of a single class. Section 2.03 of the Trust Agreement provides that one of the purposes of the Trust is to hold the Real Estate for investment purposes and that neither the Trustees, the Investors, nor their agents shall provide non-customary services with respect to the Real Estate. Section 2.04 of the Trust Agreement states that (i) the Trustees are holding the Trust Property for the benefit of the Investors, subject to the obligations of the Trust; (ii) it is the intention of the parties to the Trust Agreement that the Trust constitutes a "statutory trust" within the meaning of the DSTA, and that the Trust does not constitute an agency, partnership, corporation, association or business trust for federal income tax purposes; and (iii) the Investors shall be treated for federal income tax purposes as owning direct interests in the Real Estate and other Trust Property and shall be obligated to report their Interests consistently with such characterization. Article IV of the Trust Agreement (1) directs the Signatory Trustee to distribute all available cash to the Investors in accordance with their "Percentages" after paying or reimbursing the Trustees for any fees or expenses paid or incurred by the Trustees on behalf of the Trust and retaining funds as required for a reasonable reserve as necessary to pay anticipated current and future ordinary Trust expenses, and (2) requires undistributed cash to be invested only in short-term government obligations and in certificates of deposit or interest-bearing bank accounts with a bank or trust company having a minimum stated capital. Section 5.01(c) of the Trust Agreement provides that from and after such time as there is more than one Investor in the Trust, the Trust shall not constitute a business entity, but shall instead constitute

an investment trust within the meaning of Treasury Regulation Section 301.7701-4(c). Section 7.03 of the Trust Agreement prohibits the Trustees from taking certain specified actions, if the effect would be that such action or actions would constitute a power under the Trust Agreement to “vary the investment of the certificate holders” under Regulation Section 301.7701-4(c)(1) and Revenue Ruling 2004-86. The Master Lease is a net lease and, pursuant to the Trust Agreement, the Master Lease may not be renegotiated unless the Master Tenant becomes bankrupt or insolvent.

We have considered differences between the facts in respect of the Trust and the facts of Revenue Ruling 2004-86, including the differences noted below.

A first potentially meaningful difference between the facts in respect of the Trust and the facts of Revenue Ruling 2004-86 is that Sections 9.02 and 9.03 of the Trust Agreement direct the Signatory Trustee to terminate the Trust by converting it into a LLC and to convert the Interests into membership interests in the LLC in certain limited circumstances specifically described therein, which are outside the control of the Signatory Trustee and which generally relate to the occurrence of events that threaten the Real Estate and that cannot be addressed by the Signatory Trustee due to the tax law limitations imposed on the actions of the Trust. We do not believe that the potential to convert the Trust to an LLC should compromise the status of the Trust as an investment trust prior to an actual conversion, if any. Revenue Ruling 81-238, 1981-2 C.B. 248; Private Letter Ruling 199943042 (July 23, 1999); Private Letter Ruling 200007006 (Nov. 15, 1999). See also, Code Section 6110(k)(3) (private letter rulings may not be used or cited as precedent).

A second potentially meaningful difference between the facts in respect of the Trust and the facts of Revenue Ruling 2004-86 is that Section 7.01(e) of the Trust Agreement provides that the Signatory Trustee (rather than the Trust) holds bare legal title to the Real Estate. This structure is in place for the sole and exclusive purpose of satisfying certain Illinois state law requirements that are resolved if bare legal title to property beneficially owned by a trust is held by a trustee of the trust. The Trust Agreement makes clear that the Signatory Trustee disclaims any tax, legal or equitable interest in the Real Estate other than such interest in bare legal title to the Real Estate as is necessary to satisfy Illinois state law. In our view, this arrangement has no meaningful impact on the beneficial ownership of the Real Estate for legal or tax purposes, and the Real Estate should be treated as beneficially owned by the Trust (and thus, in turn, by the Investors for tax purposes) and not by the Signatory Trustee. Furthermore, such “trustee-as-titleholder” arrangements are expressly contemplated in the Treasury Regulations underlying the classification of fixed investment trusts.² Accordingly, this arrangement has no impact on our opinion that an Interest should be treated as a direct interest in all of the Real Estate for purposes of Code Section 1031.

A third potentially meaningful difference between the facts in respect of the Trust and the facts of Revenue Ruling 2004-86 is that the Master Tenant, the Signatory Trustee, and the Asset Manager are all wholly owned by and disregarded for federal income tax purposes as entities separate from the Sponsor. While the treatment of the Master Lease as a true lease, and not as

² See, Treasury Regulation Section 301.7701-4(c)(2), Example (2) (trust classified as a trust where the “trustee holds bare legal title to the ... pool for the benefit of the certificate holders ...”).

a partnership agreement or management contract is discussed separately in detail below, these facts raise the separate question of whether the activities of the Master Tenant with respect to the operation and management of the Real Estate should be attributed to the Signatory Trustee and/or the Asset Manager for tax purposes such that the Trust will be treated as a business trust rather than an investment trust.

We do not believe the relationships among the parties described above facts should lead to a conclusion that the Trust is engaged in the operations of the Master Tenant with respect to the Real Estate. The Master Tenant, the Signatory Trustee, and the Asset Manager are separate legal entities from the Sponsor and from each other as a matter of state, non-tax law. Moreover, the Signatory Trustee is expressly required by the Trust Agreement to deal with the Real Estate consistent with its duty to conserve and protect the Trust Property for the benefit of the Investors, the Signatory Trustee is subject to an implied contractual covenant of good faith and fair dealing under the Delaware Statutory Trust Act, and the contractual duties of the Signatory Trustee and the Asset Manager are essentially administrative in nature. Accordingly, in our judgment on balance these facts should not defeat the status of the Trust as investment trust.

In our analysis we have taken note that in a 1965 private letter ruling, the IRS took the position that an arrangement involving a trust which leased multiple real property interests to a tenant was not a valid fixed investment trust by reason of the conflation of the activities of tenant with those of the trust. In that situation, leases for various retail stores, warehouses, plants or distribution centers recited an intent that the property be used by the tenant for its purposes and at the same time in a manner that would insure its being developed to the maximum benefit of the lessor (the trust) insofar as not inconsistent with the tenant's interests. The leases each provided in part as follows: "It is the intention of the parties that said property shall be managed by [tenant] in a manner that will permit [tenant] to enjoy all of the rights, privileges, profits and advantages accruing to [tenant] as tenant under the provisions of this [lease] and at the same time in a manner that will insure that the said property will be used, applied and developed to the maximum benefit of [trust]... and to the beneficiaries... At the final expiration of any lease, the trustees agree to accept the premises with such alteration, remodeling, construction, new building or improvement, as may have been made" (emphasis added). The private letter ruling indicates that although the trust instrument generally provided for limited trustee powers consistent with fixed investment trust status, "[s]pecific provisions of the leases are repeatedly referred to and restated in the main body of the trust instrument itself."

The IRS viewed this arrangement as resulting in the tenant (as the originating and dominating party to the overall arrangement) playing a role in the overall operation of the trust. The IRS specifically observed that "[t]he provisions of the leases were sufficiently integrated with the trust agreement and other relevant documents so that the powers of the lessee under the leases may be considered as powers of the trustee under the trust agreement to vary the investment of the certificate holders." The IRS determined that the arrangements, which allowed for possible improvements or entire replacements of buildings for the maximum benefit of both the lessee and the lessor, may be considered as involving the taking of advantage of market variations to improve the investment of the trust beneficiaries. Accordingly, the IRS classified the trust as a corporation for tax purposes. Private Letter Ruling 6501275170A (January 27, 1965).

In the case of the Trust, each party to the arrangements (Trust, Master Tenant, Asset Manager, and Signatory Trustee) has its own separate interest and rights. Unlike the facts of the private

ruling, in which the leases themselves provided that a joint purpose thereof was to improve the investment of the trust beneficiaries, and in which the trust agreement parroted key provisions of the leases to that effect, the arrangements in the present case, including the Trust Agreement and the Master Lease, make no similar provision whatsoever. Other than the ability to sublease the Real Estate, the Master Tenant has no power under the Master Lease or otherwise with respect to the Real Estate that is inconsistent with powers that the Trust itself is allowed to have with respect to the Real Estate under Revenue Ruling 2004-86 and the underlying authorities with respect to investment trust status. And, while not explicitly stated, and leaving aside the restrictions on investment trust activities permitted under Revenue Ruling 2004-86, it seems readily apparent that had the powers of the tenant in Private Letter Ruling 6501275170A been limited to the mere ability to lease and release its various leased properties, it is unlikely that the outcome of that ruling would have been unfavorable to the taxpayer since the obvious premise for the arrangement proposed in the private ruling – to materially modify the leased properties for the benefit of the trust beneficiaries – would have been nullified. For these and other reasons, we believe the situation with respect to the Trust should not be controlled by the principles described in Private Letter Ruling 6501275170A even if private rulings qualified as legal precedent, which they do not.

A fourth potentially meaningful difference between the facts in respect of the Trust and the facts of Revenue Ruling 2004-86 is that the Trust has the obligation under the Master Lease to fund certain Capital Expenditures with respect to the Real Estate. The DST in Revenue Ruling 2004-86 had no such obligation. The IRS asserted in Revenue Ruling 2004-86 that a state law trust is properly classified as a business entity for Federal income tax purposes if the trustees have a power under the trust agreement to make more than minor non-structural modifications to the leased property not required by law. The exact scope of the asserted rule is unclear. To be sure, modifications required by law should not transmute a trust into a business entity because they are imposed on the trust rather than being volitional on the part of the trustees. As to modifications not required by law, we believe that modifications made or funded by a trust to property owned by the trust and leased to a tenant, regardless of whether such modifications are minor or more than minor and whether structural or non-structural, should transmute the trust into a business entity only if the modifications change the fundamental nature of the property (e.g., conversion of a multi-family property into a hotel, conversion of a self-storage facility into an office building, or conversion of a five story commercial or residential property into a 30 story property of the same type), presumably in order to improve the profitability and in turn the value of the trust property. Volitional modifications in our view should not result in a variation in the investment of the trustors, on the other hand, where the modifications are intended to protect and conserve the trust property (e.g., replacing a leaky roof or a structurally unsound load bearing wall) and where any increase in the value of the trust property is incidental to the accomplishment of that purpose rather than the motivation for the modification. In Revenue Ruling 2004-86 the IRS relied on *North American Bond Trust, supra*, for the proposition that a power to vary the investment of certificate holders exists where there is a managerial power under the trust agreement that enables a trust to take advantage of variations in the market to improve the investment of the investors. In addition to modifications, the IRS gave four examples of such a proscribed power: a power to dispose of the trust property and acquire new property, a power to renegotiate a lease or enter into new leases, a power to renegotiate or refinance trust indebtedness, and a power to invest cash except in tightly constrained circumstances. All of these powers vary the investment of the trust beneficiaries by changing the trust corpus (substituting new property) or evidence an intent to take advantage of market conditions to improve the investment of the trust beneficiaries (entering into new leases

with higher market rents, taking advantage of reductions in market interest rates, investing cash for a return). As a result, existence of any such power is sufficient to turn the venture into a business for tax purposes. By way of contrast, the IRS held in Revenue Ruling 79-77 that a lessor trust may consent to alterations to the leased property not required by law if the trustee reasonably believes that the alterations protect and conserve the trust estate. Similarly, the IRS held in Revenue Ruling 90-63 that a power in the trustees to consent to a change in the credit support for tax exempt bonds held by the trust did not constitute a power to vary the investment of the beneficiaries because the trustees reasonably believed that the change was advisable to maintain the value of the trust assets by preserving the credit rating on the bonds, with any increase in the value of the trust assets being incidental to that purpose and therefore not the result of trading in the securities and thereby profiting from market fluctuations. 1979-1 C.B. 448, 1990-2 C.B. 270. In the situation at hand, the Sponsor has represented that the Capital Expenditures to the Real Estate funded by the Trust and not required by law will not change the fundamental nature of the Real Estate as a senior living facility or materially change the number or size of the improvements included in the Real Estate, that the obligation of the Trust to fund Capital Expenditures has not been entered into by the Trust to take advantage of variations in the market to improve the investment of the Investors but rather has been entered into by the Trust in order to protect and conserve the Real Estate for the Investors, and that any increase in the value of the Real Estate attributable to such Capital Expenditures will be incidental to that purpose. Accordingly, the obligation of the Trust to fund Capital Expenditures should not result in the Trust's being classified as a business entity for Federal income tax purposes.

A fifth potentially meaningful difference between the facts in respect of the Trust and the facts of Revenue Ruling 2004-86 is that the Trust Agreement expressly provides that the Signatory Trustee may engage in a disposition of the Trust Property in a non-cash transaction in two ways. First, the Signatory Trustee may engage in a disposition to an entity treated as a partnership for federal income tax purposes and, if the partnership is willing to do so, provide the Investors with the choice of receiving their share of the consideration from the transferee partnership in the form of ownership units in the partnership or cash. Second, if there is a change in tax law such that the tax deferral currently provided for under Code Section 1031 is effectively eliminated, the Signatory Trustee may engage in a disposition of the Trust Property to a tax law partnership with consideration rendered solely in the form of ownership units in that transferee partnership. In either case, the value of the Partnership Units will be determined contemporaneously with such transaction with the goal of each investor receiving an amount of Partnership Units with a value equal to the amount of cash the Investor would have otherwise received in a cash transaction. Any such Partnership Unit transaction would be structured with the goal of it qualifying as a tax deferred contribution of an Investor's pro rata share of the Trust Property to the transferee partnership under Code Section 721.

We believe these Trust Agreement provisions should have no impact on the treatment of Interests under Code Section 1031. First, the fact that an Investor can in certain circumstances elect the form of consideration it receives from a disposition of Trust Property by the Trust does not create multiple classes of Interests in the Trust that would otherwise be impermissible under Treasury Regulation Section 301.7701-4(c). The reality is that, in such a circumstance, all owners of Interests have the same rights; to elect to receive either cash or Partnership Units. Second, the fact that the Trust may dispose of the Trust Property for consideration consisting in part of other property (the Partnership Units) does not give rise to a reinvestment by the Trust in such Partnership Units that would amount to a power to "vary the investment" of the Investors in the Trust. In any such Trust Property disposition transaction, the Trust would receive some or

all of its consideration from the disposition of the Trust Property in the form of Partnership Units, which it will then immediately distribute to the Investors (in whatever manner is called for under the circumstances) in liquidation of the Trust. The governing authorities are clear that where a fixed investment trust receives property which it distributes to its owners in the course of its own liquidation (as is the case if Partnership Units are received by the Trust and then immediately distributed by the Trust to Investors in liquidation of the Trust), such transaction does not amount to the exercise of a power to vary the investment of the owners of the trust. See, e.g., Private Letter Ruling 9212015. Third, if the Signatory Trustee were to engage in a transaction in which some or all of the consideration may be rendered in Partnership Units, it would not do so due to any legal obligation or economic compulsion. Accordingly, the Signatory Trustee's right to engage in a disposition transaction in which some or all of the consideration may be rendered in Partnership Units does not negatively impact our conclusion that the Interests should be treated as direct ownership of real estate for income tax purposes.

The differences described above, and any other differences between the Trust and the DST (including the Rent structure under the Master Lease), should not in our view defeat the classification of the Trust as an investment trust under Treasury Regulation Section 301.7701-4(c)(1) because they do not cause the Trust to have more than a single class of ownership interests and do not create a power to vary the investment of the Investors during the term of the Trust.

3. *Characterization of the Master Lease for Federal Income Tax Purposes*

If the Master Lease is not a true lease for federal income tax purposes, then the Interests would not be eligible for a Code Section 1031 exchange because the Investors would not be the tax owners of the Real Estate. If the Master Lease constitutes a partnership agreement for tax purposes, then the Interests would also not be eligible for a Code Section 1031 exchange because partnership interests cannot be exchanged for real property on a tax-free basis. If the Master Lease constitutes a contract under which the Master Tenant manages the Real Estate on behalf of the Trust, then the Trust would not be simply conserving and protecting the Real Estate but rather would be engaged in business such that the Trust would not constitute a fixed investment trust and the Investors would again not be the tax owners of the Real Estate.

For the reasons discussed below, in our view the Master Lease should be respected as a true lease and not recharacterized as a partnership agreement or a management contract for federal income tax purposes.

A. *The Master Lease Should be Respected as a True Lease*

In 1939, the Supreme Court in *Helvering v. F&R Lazarus & Co.* established that tax ownership in a lease transaction is not determined by the location of title or by the nomenclature adopted by the parties to the transaction: "In the field of taxation, administrators of the laws and the courts are concerned with substance and realities, and formal written documents are not rigidly binding." Thus, as in other areas of the tax law, substance takes priority over form. In the context of a lease, the fundamental issue is whether, taking into account all the facts and circumstances, the lessor has sufficient benefits and burdens of ownership to be respected as the owner of the leased property for tax purposes, or whether the lessor is in substance a conditional seller, a lender, a holder of an option, some other type of participant in the

transaction, or perhaps an accommodation party rather than a real participant in the transaction. *Helvering v. F&R Lazarus & Co.*, 308 U.S. 252, 255 (1939) (lessee is tax owner).

In 1978, the Supreme Court revisited the true lease issue in *Frank Lyon Company v. Commissioner*. “we hold that where, as here, there is a genuine multiple-party transaction with economic substance which is compelled or encouraged by business or regulatory realities, is imbued with tax-independent considerations, and is not shaped solely by tax-avoidance features that have meaningless labels attached, the Government should honor the allocation of rights and duties effectuated by the parties. Expressed another way, so long as the lessor retains significant and genuine attributes of the traditional lessor status, the form of the transaction adopted by the parties governs for tax purposes.” *Frank Lyon Company v. Commissioner*, 435 U.S. 561, 583-84 (1978) (lessor is tax owner).

Both before and after the Supreme Court decisions, the IRS and the courts have considered the true lease issue. It is fair to conclude from the various cases and rulings that the principal aspect of a true lease for tax purposes is the availability to the lessor of a substantial anticipated residual value at the end of the lease term in underlying property in which the lessor has made a substantial equity investment, the enjoyment of which is subject to market forces and conditions, and the opportunity of the lessor, by realizing such residual value, to achieve a substantial economic profit from the lease transaction apart from the value of tax benefits. *See generally*, Michael G. Robinson and William A. Macan IV, “Tax Considerations”, Chapter 3 of Ian Shrank and Arnold G. Gough, Jr. (eds), *Equipment Leasing - Leveraged Leasing* (5th ed. 2014); *see also*, Rev. Proc. 2001-28, 2001-1 C.B. 1156 (IRS advance ruling guidelines for leveraged lease transactions).

The Master Lease is styled as a lease. The Master Lease grants the right to possession and use of the Real Estate to the Master Tenant for a term of years. The Trust has lessor remedies such as repossession of the Real Estate in the case of an uncured event of default. The Sponsor has represented that the Trust has made a substantial equity investment in the Real Estate, reasonably expects the improvements included in the Real Estate to have a substantial remaining economic useful life and residual value at the end of the Master Lease term (assuming exercise of all renewal options), and reasonably expects to realize a substantial economic profit from the Master Lease and subsequent further leasing and/or disposition of the Real Estate apart from the value of tax benefits and net of the Property Manager Disposition Fee and the Asset Manager Disposition Fee. We also note that the Sponsor has represented that none of the Master Tenant, any Subtenant, the Property Manager or any party related to any thereof holds any option to acquire the Real Estate. In addition, the Real Estate is unencumbered by indebtedness.

Accordingly, in our view the Master Lease should be respected as a true lease for federal income tax purposes, with the result that the Master Tenant should not be treated as the owner of the Real Estate for tax purposes.

B. The Master Lease Should Not be Recharacterized as a Partnership Agreement

The rent reserved to the Trust under the Master Lease includes a fixed payment, plus a margin, plus a 75% share of the gross revenues of the Master Tenant in excess of a stipulated baseline amount. This and other features raise the question of whether, for tax purposes, the Trust and the Master Tenant are in partnership with respect to the Real Estate.

The term “partnership” is defined in Code Sections 7701(a)(2) and 761(a) to include a syndicate, group, pool, joint venture, or other unincorporated organization through or by means of which any business, financial operation, or venture is carried on, and which is not properly classified for tax purposes as a corporation, trust, or estate. After promulgation of the so-called “check-the-box” Regulations, the substance of any business arrangement involving two or more participants must be examined to determine whether it rises to the level of an organization that is recognized as an entity separate from the participants for tax purposes. See also, Treasury Regulation Section 301.7701-2(c)(1) (the term “partnership” means a business entity that is not a corporation and that has at least two members).

An organization need not be an entity under applicable non-tax law to constitute a business entity in a tax sense. Thus, an economic relationship governed by a contract that does not create a juridical entity under local law, such as the relationships created by the Master Lease, may constitute an organization that rises to the level of an entity for purposes of the check-the-box Regulations. A contractual arrangement will create a separate entity for federal income tax purposes and will constitute a business entity potentially classifiable as a partnership for tax purposes “if the participants carry on a trade, business, financial operation, or venture and divide the profits therefrom.” Treasury Regulation Sections 301.7701-1(a)(1), (2), -2(a).

At some point sharing in gross revenues above a threshold may amount to sharing in net income, especially where the sharing is without a ceiling that limits the participation in revenues. Be that as it may, the Master Lease is a grant of the right to possession and use of the Real Estate for a term of years, which is the classic indicia of a lease. In addition, the Master Tenant has not contributed and will not contribute capital to a joint venture with the Trust (rent not in our view being fairly characterized as contributed capital), the Master Tenant will not share in any losses of the Trust, rent is payable to the Trust even if the Master Tenant is operating at a loss, the Trust will not share in the management of the Real Estate during the term of the Master Lease, and the Master Tenant is not held out to taxing authorities or third parties as a partner with the Trust. In addition, the Sponsor has represented that the Trust and Master Tenant intend that the Master Lease constitutes a true lease and not a partnership or joint venture agreement. Moreover, the Master Lease expressly provides that the parties thereto agree that the Master Lease is a true lease and not a partnership or joint venture agreement.

On balance, we believe that the Trust and the Master Tenant have separate profit motives rather than a joint profit motive, and that the Master Tenant is not engaged in carrying on a trade or business in partnership with the Trust with a view to dividing the profits therefrom within the meaning of the check-the-box Regulations. Accordingly, in our judgment the Master Lease should not be recharacterized as a partnership agreement for federal income tax purposes. See generally, William S. McKee, William F. Nelson, Robert L. Whitmire, Gary R. Huffman and James P. Whitmire, *Federal Taxation of Partnerships and Partners* (5th ed. 2026), at para. 3.02, 3.04, 3.05; see also, *Commissioner v. Tower*, 327 U.S. 280 (1946); *Commissioner v. Culbertson*, 337 U.S. 733 (1949); *Luna v. Commissioner*, 42 T.C. 1067 (1964); *Bussing v. Commissioner*, 88 T.C. 449 (1987), *supplemental opinion*, 89 T.C. 1050 (1987).

C. The Master Lease Should Not be Recharacterized as a Management Contract

If the Master Tenant were recharacterized for tax purposes as a manager of the Real Estate hired by the Trust, then the Trust could be treated as being engaged in an active real estate business and not as a mere passive investor in real estate subject to a long-term net lease. In

that event, the Trust would be classified as a corporation or partnership rather than a trust for tax purposes, and the Interests would not be treated as real property potentially eligible for like-kind exchange treatment under Code Section 1031.

The Trust has granted to the Master Tenant the right to possession and use of the Real Estate for a term of years. The Sponsor has represented that the Rent payable under the Master Lease constitutes fair market value rent for the Real Estate. Having ceded the right to possession and use of the Real Estate to the Master Tenant, the Trust and its Trustees do not control or have the right to control the day-to-day operations of the Real Estate. Rather, the operations of the Real Estate, including the maintenance thereof, and the collection of rents from tenants, will be handled by the Property Manager under the Property Management Agreement. The Master Tenant and not the Trust is the party to the Property Management Agreement, and so it is the Master Tenant and not the Trust that has hired an agent or a independent contractor to utilize the Real Estate on its behalf to run a senior living leasing business. In addition, and consistent with the foregoing, the Sponsor has represented that the Trust and Master Tenant intend that the Master Lease constitute a true lease and not a management, agency, or nominee agreement. And the parties thereto have expressly agreed therein that the Master Lease is a true lease and not a management agreement. In addition, the Sponsor has represented that the Master Tenant is reasonably capitalized, is acting as a principal for its own account, and may reasonably be expected to realize a commercially reasonable profit from its lease and sublease of the Real Estate.

Accordingly, in our view, on balance the Master Lease should be respected as a true lease and not recharacterized as a management, agency, or nominee agreement, and the Master Tenant should not be disregarded, for federal income tax purposes. See, Code Section 7701(e) (a contract which purports to be a service contract shall be treated as a lease of property if such contract is properly treated as a lease of property taking into account all relevant facts including physical possession of the property, control of the property, and the relationship of the contract price to the rental value of the property); *Meagher v. Commissioner*, 36 T.C.M. 1091 (1977) (management contract respected as such and not recharacterized as lease); *McNabb v. Commissioner*, 47 AFTR 2d 81-513 (W.D. Wash. 1980) (agreement constituted lease rather than management contract); *Amerco v. Commissioner*, 82 T.C. 654 (1984) (leases respected as such and not recharacterized as agency agreements).

4. Classification of the Trust as a “Grantor Trust” for Federal Income Tax Purposes

Under Code Section 671 *et seq.*, where a grantor is treated as the owner of any portion of a trust (commonly referred to as a “grantor trust”), the grantor takes into account for federal income tax purposes the income and deductions which are attributable to that portion of the trust. A grantor trust includes an organization that is properly classified as a trust for federal income tax purposes if the income of the organization may be distributed or held or accumulated for future distribution to the grantor in the discretion of the grantor or a nonadverse party or without the approval or consent of an adverse party. For this purpose, an adverse party is any person having a substantial beneficial interest in the trust which would be adversely affected by the exercise or nonexercise of a power which he possesses respecting the trust. A nonadverse party is any person who is not an adverse party. Code Section 677.

A grantor includes any person to the extent such person either creates a trust, or directly or indirectly makes a gratuitous transfer of property to a trust. A grantor also includes any person

who acquires any interest in a trust from a grantor of the trust if the interest acquired is an interest in an investment trust. Treasury Regulation Section 1.671-2(e)(1), (3).

Like the DST in Revenue Ruling 2004-86, the Trust satisfies the Code requirements for qualification as a grantor trust. Section 2.04 of the Trust Agreement provides that the Investors shall be treated for federal income tax purposes as owning a direct interest in the Real Estate and other Trust Property and shall be obligated to report their Interests consistently with such characterization. Article IV of the Trust Agreement (1) directs the Signatory Trustee to distribute all available cash to the Investors in accordance with their “Percentages” after paying or reimbursing the Trustees for any fees or expenses paid or incurred by the Trustees on behalf of the Trust and retaining funds as required for a reasonable reserve as necessary to pay anticipated current and future ordinary Trust expenses, and (2) requires undistributed cash to be invested only in short-term government obligations and in certificates of deposit or interest-bearing bank accounts with a bank or trust company having a minimum stated capital. Section 5.01(c) of the Trust Agreement provides that from and after such time as there is more than one investor in the Trust, the Trust shall not constitute a business entity, but shall instead constitute a “grantor trust” within the meaning of Subpart E of Part 1, Subchapter J of the Code (Code Sections 671 *et seq.*).

The Trust is a grantor trust because its income is distributed or held for distribution to the Investors without the consent or approval of an adverse party.

5. Treatment of the Investors as Directly Holding Interests in the Real Estate for Federal Income Tax Purposes

Section 671 of the Code provides that where a grantor is treated as the owner of any portion of a trust, there shall then be included in computing the taxable income of the grantor those items of income and deductions of the trust which are attributable to that portion of the trust to the extent that such items would be taken into account in computing taxable income of an individual. Under Code Section 671 a grantor includes in computing his taxable income those items of income and deductions which are attributable to or included in any portion of a trust of which he is treated as the owner. An item of income or deduction included in computing the taxable income of a grantor under Code Section 671 is treated for federal income tax purposes as if it had been received or paid directly by the grantor. Treasury Regulation Section 1.671-2(a), (c).

In Revenue Ruling 2004-86, the IRS held that a person who is treated as the grantor of a grantor trust is considered to own the assets of the trust for federal income tax purposes. Revenue Ruling 2004-86 went on to hold that an owner of a grantor trust that holds real property is considered to be the owner of the real property and that, accordingly, real property can be exchanged for an interest in such a grantor trust without the recognition of gain or loss so long as the other requirements of Code Section 1031 are satisfied.

As indicated above, upon the issuance of the Interests to the Investors, the Trust will satisfy the tax law requirements for qualification as an investment trust and a grantor trust, and thus the Investors should be treated for federal income tax purposes as owning direct interests in the property held by the Trust. Accordingly, the Investors should be treated as owning fractional interests in the Real Estate for purposes of Code Section 1031.

6. *The Fees Payable under the Transaction Documents*

For the reasons discussed below, in our judgment the various fees payable under the Transaction Documents should not adversely affect the tax ownership of the Real Estate by the Investors in whole (by shifting tax ownership to the recipient of one or more fees or to an affiliate thereof) or in part (by resulting in a partnership or a tenancy in common between the Trust or the Investors and any such person or persons).

The Property Management Fees and the Property Manager Disposition Fee payable to the Property Manager are payable to the Property Manager that otherwise bears none of the economic benefits and burdens of ownership of the Real Estate and the Property Management Fees are payable by the Master Tenant rather than the Trust. The Sponsor has represented that the Property Manager Disposition Fee represents fair market value compensation for the services to be rendered by the Property Manager to the Trust under the Disposition Agreement and the Property Management Fees represent fair market value compensation for the services to be rendered by the Property Manager to the Master Tenant under the Property Management Agreement.

The Asset Manager Disposition Fee is payable to an entity that is the same person for tax purposes as the Master Tenant and is measured by the residual value of the Real Estate. Nevertheless, the Fee is a percentage of the gross receipts from sale of the Real Estate and not of the net profit from sale of the Real Estate, and the Sponsor has represented that the Asset Manager Disposition Fee represent fair market value compensation for the services to be rendered by the Asset Manager to the Trust under the Asset Management Agreement.

CONCLUSION

Based on the facts and the authorities discussed above, we conclude that the acquisition of Interests by the Investors should be treated as the direct acquisition of interests in the Real Estate for purposes of Code Section 1031.

This Opinion is given in reliance upon the accuracy and completeness of the documents, facts, assumptions and representations described herein. Any misstatement, or any change of a material fact referred to or omission of any material fact may require an adverse modification of all or a part of our Opinion.

This Opinion is based on existing federal law, including judicial decisions, applicable Treasury Regulations, and current published administrative positions of the IRS, all of which are subject to change either prospectively or retroactively. We assume no responsibility to inform the addressee or the Investors of any future change in the law. Although this Opinion represents our considered legal judgment, it has no binding effect and, therefore, there can be no assurance that the IRS will not be able to successfully challenge the conclusions reached herein. This Opinion is delivered subject to this understanding and agreement. Finally, this Opinion is intended solely for the use of the Investors and may not be shown to or relied upon by any other party without our express written approval.

Very truly yours,



SEYFARTH SHAW LLP

SRM:MPL

EXHIBIT D

FORECASTED STATEMENT OF CASH FLOWS

(This page has been left blank intentionally.)

Assumptions and Notes for the Forecast

The forecasts set forth on the following pages are estimates which are based on certain assumptions, as set forth below, and may vary. Please consult the “Risk Factors” section of the Memorandum for events that may cause the actual results to differ. The discussion and forecasts that follow are not intended to constitute legal, accounting or tax advice. Each Investor should consult his, her or its own independent attorneys and other tax advisors regarding a prospective investment, and the tax implications of the Investor’s acquisition of the Interests, including whether such acquisition will qualify as part of a proposed Section 1031 Exchange, if one is contemplated.

1 Acquisitions

Property	Purchase Price	Acquisition Date	Appraised As-Is Value	Date of Value
Clarendale of Mokena	\$72,000,000	02/25/2026	\$72,300,000	12/19/2025
Total	\$72,000,000		\$72,300,000	

2 Maximum Offering Amount

The total acquisition cost for the acquisition of the Property, comprised of the purchase price of the Property, the acquisition closing costs, is \$72,593,909. The difference between the total acquisition cost and the total proceeds of \$86,840,527 from the Offering represents all estimated costs and expenses related to the offering, marketing, and transferring of the Interests, the initial contributions to the Reserve Account, and the payment of an acquisition fee to IPC in the amount of \$2,171,013. The annualized cash on cash return is calculated based on the \$86,840,527 of Interests.

3 Operating Assumptions ¹

Income / Expenses	Clarendale of Mokena
Initial Gross Potential Rent	\$12,810,643
<i>Rent Growth Factor</i>	2026: 3.50% 3.00% there after
Initial Other Income	
Garage/Storage	\$33,933
2nd Occupant	\$132,821
Dining Income	\$27,225
Care Income	\$863,645
Lease Income	\$549
Miscellaneous Income	\$334,848
<i>Other Income Growth Factor</i>	3.00%
Loss to Lease	1.68%
Stablized Vacancy	2026: 8.20% 2027: 7.98% 2028: 7.73% 2029: 7.48% 7.34% there after
Discounts/Concessions/Bad Debt	1.85% burning off 25bps annually until 1.50%
Controllable Expenses	2026: \$6,802,325 2027: \$7,049,928 3.00% thereafter
Utilities Expense	2026: \$397,695 2027: \$412,171 3.00% thereafter
Insurance Expense	2026: \$229,621 2027: \$237,275 5.00% thereafter
Real Estate Taxes	2026: \$550,012 2027: \$814,663 2028: \$822,810 2029: \$836,120 3.00% thereafter

¹ The inflation and growth factors are applied on a monthly compounding basis at a rate in which equates to an annual growth rate outlined in the table above (excluding insurance).

4 Management and Trustee Fees

Fee	Clarendale of Mokena
Asset Management Fee (Annually) ¹	\$144,000
Asset Management Fee (Monthly)	\$12,000
Property Management Fee ¹	5.00% of the gross income generated by each Property for the month in which the payment is made. ²
Trustee and Administrative Fee ²	\$49,167

¹ The Property Manager is entitled to 5.00% of the Revenues, as defined in the Property Management Agreement, and also performance incentive fees as further outlined in the Property Management Agreement.

² The Trustee Fee consists of an annual fee to CT Corporation Staffing, Inc. for its service as Delaware Trustee to the Trusts, and other administrative fees (with a 3% inflation factor).

5 **Initial Master Lease Rent and Breakpoints**

Rent / Breakpoints (2026)	Inland Mokena Senior Living DST
(1) Base Rent (on an annual basis)	\$1,663,246
(2) Additional Rent (maximum / year) ¹	\$2,437,744
Additional Rent Breakpoint	\$10,344,000
(3) Supplemental Rent	75% of the amount by which annual Gross Income exceeds the Supplemental Rent Breakpoint.
Supplemental Rent Breakpoint	\$12,781,744

¹ Additional Rent is the amount by which annual Gross Income (as defined in the Master Lease) exceeds the Additional Rent Breakpoint for that year, as provided in the Master Lease.

6 **Reserve Accounts**

Reserve	Inland Mokena Senior Living DST
Trust Reserve - Initial Contribution	\$4,781,000
2026 Maximum Annual Contribution	\$312,000
Reserve Minimum Balance	\$100,000

7 **Capital Expenditures and Improvements ¹**

Property	Date of Assessment	Immediate Needs	Est. Long-Term Needs	Total Anticipated Needs
Clarendale of Mokena	01/21/2026	\$1,286,934	\$4,030,433	\$5,317,367

¹ The capital expenditures included in this forecast consist of items identified in the Assessment as well as budgeted items provided by the Property Manager, with the full cost of the capital expenditures paid out of the Reserve Account.

8 **Depreciable Basis for Non-1031 Investors**

The Forecasted Statement of Cash Flows depicts the Tax Equivalent Yield and the Percentage of Income Sheltered for non-1031 investors, through the Offering, and is based on the following depreciation assumptions. Allocations to building and site are derived from the Cost Approach section of the Appraisal.

Property	Building	Site
Clarendale of Mokena	87.12%	3.64%

Based on certain amounts provided in the Cost Approach section of the Appraisal, depreciable basis is allocated as indicated in the chart below. The building allocation amount is depreciated over 30 years and the site allocation amount is depreciated annually according to the Modified Accelerated Cost Recovery System (MACRS) method of accelerated asset depreciation required by Internal Revenue Code. The calculations are also based on an assumed effective tax rate of 40% of taxable income.

Offering Price less Initial Reserves	Building	Site
\$82,059,527	\$71,487,150	\$2,990,126

Financial Highlights
Inland Mokena Senior Living DST
 Clarendale of Mokena located in Mokena, Illinois

OFFERING SUMMARY

	Offering Price	Financing Terms	Forecasted 2026 Return (9 Months)
Offering Proceeds	\$86,840,527	No permanent financing encumbering the Property	\$3,075,743
Loan Proceeds	\$0		(\$108,000)
			(\$37,500)
			\$2,930,243
			\$72,143
			(\$72,143)
			\$2,930,243
			4.50%

ESTIMATED USE OF PROCEEDS

Sources	
Offering Proceeds	\$86,840,527
Loan Proceeds	\$0
Total Sources	\$86,840,527

Application		% of Total Proceeds
<i>Selling Commissions and Fees</i>		
Selling Commission	\$4,342,026	5.00%
Dealer Fee	\$1,085,507	1.25%
Placement Agent Fee	\$1,432,869	1.65%
Organization & Offering Expenses	\$434,203	0.50%
Total	\$7,294,605	8.40%
<i>Costs of Acquisition</i>		
Total Acquisition Cost	\$72,593,909	83.59%
Acquisition Fee	\$2,171,013	2.50%
Initial Trust Reserves	\$4,781,000	5.51%
Total	\$79,545,922	91.60%
Total Application	\$86,840,527	

Total Acquisition Cost	Total
Real Estate Acquisition Price	\$72,000,000
<i>Acquisition Closing Costs</i>	
Closing and Title Costs	\$5,625
Third Party Reports	\$157,284
Legal Costs	\$107,000
Acquisition and Due Diligence Overhead	\$324,000
	\$593,909
Total Acquisition Cost	\$72,593,909

Forecasted Statement of Cash Flows
Inland Mokena Senior Living DST
Clarendale of Mokena located in Mokena, Illinois

Forecasted Cash on Cash Return

	(9 Months)										(3 Months)
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Effective Gross Income	\$9,682,498	\$13,347,773	\$13,800,495	\$14,249,500	\$14,696,909	\$15,137,861	\$15,591,997	\$16,059,757	\$16,541,550	\$17,037,796	\$4,387,233
Net Operating Income	\$3,243,081	\$4,207,038	\$4,394,472	\$4,565,938	\$4,716,612	\$4,852,659	\$4,992,471	\$5,136,188	\$5,283,915	\$5,435,755	\$1,397,954
Master Lease Rent											
Base Rent	\$1,247,435	\$1,663,246	\$1,663,246	\$1,663,246	\$1,663,246	\$1,663,246	\$1,663,246	\$1,663,246	\$1,663,246	\$1,663,246	\$415,812
Master Tenant Base Income ¹	\$71,148	\$94,019	\$94,730	\$94,191	\$94,456	\$94,552	\$94,227	\$94,185	\$94,119	\$94,712	\$23,660
Additional Rent											
Additional Rent Breakpoint	\$7,758,000	\$10,898,000	\$11,164,000	\$11,441,000	\$11,738,000	\$12,043,000	\$12,357,000	\$12,681,000	\$13,015,000	\$13,360,000	\$3,428,750
Additional Rent	\$1,828,308	\$2,427,127	\$2,428,209	\$2,429,323	\$2,430,470	\$2,431,652	\$2,432,869	\$2,434,123	\$2,435,414	\$2,436,744	\$644,806
Asset Management Fee	(\$108,000)	(\$144,000)	(\$144,000)	(\$144,000)	(\$144,000)	(\$144,000)	(\$144,000)	(\$144,000)	(\$144,000)	(\$144,000)	(\$36,000)
Trustee and Administrative Fee	(\$37,500)	(\$38,550)	(\$39,632)	(\$40,745)	(\$41,893)	(\$43,075)	(\$44,292)	(\$45,546)	(\$46,837)	(\$48,167)	(\$47,662)
Additional Rent Cash Flow ²	\$2,930,243	\$3,907,824	\$3,907,824	\$3,907,824	\$3,907,824	\$3,907,824	\$3,907,824	\$3,907,824	\$3,907,824	\$3,907,824	\$976,956
Initial Capital	\$86,840,527										
Additional Rent Cash on Cash Return	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Supplemental Rent											
Supplemental Rent Breakpoint	\$9,586,308	\$13,325,127	\$13,592,209	\$13,870,323	\$14,168,470	\$14,474,652	\$14,789,869	\$15,115,123	\$15,450,414	\$15,796,744	\$4,073,556
Master Tenant Supplemental Rent Income ³	\$24,048	\$5,661	\$52,072	\$94,794	\$132,110	\$165,802	\$200,532	\$236,159	\$272,784	\$310,263	\$78,419
Supplemental Rent	\$72,143	\$16,984	\$156,215	\$284,383	\$396,329	\$497,407	\$601,596	\$708,476	\$818,352	\$930,789	\$235,257
Trust Reserve Account	(\$72,143)	(\$16,984)	(\$156,215)	(\$284,383)	(\$312,000)	(\$390,000)	(\$468,000)	(\$468,000)	(\$468,000)	(\$468,000)	(\$117,000)
Supplemental Rent Cash Flow ⁴	\$0	\$0	\$0	\$0	\$84,329	\$107,407	\$133,596	\$240,476	\$350,352	\$462,789	\$118,257
Total Cash Flow	\$2,930,243	\$3,907,824	\$3,907,824	\$3,907,824	\$3,992,153	\$4,015,231	\$4,041,420	\$4,148,299	\$4,258,175	\$4,370,613	\$1,095,213
Total Cash on Cash Returns	4.50%	4.50%	4.50%	4.50%	4.60%	4.62%	4.65%	4.78%	4.90%	5.03%	5.04%
Total Master Tenant Income ^{1,3}	\$95,195	\$99,680	\$146,802	\$188,986	\$226,566	\$260,354	\$294,759	\$330,344	\$366,902	\$404,975	\$102,079

Forecasted Trust Reserve Account

	(9 Months)										(3 Months)
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Beginning Balance	\$4,781,000	\$3,096,404	\$2,511,227	\$2,233,268	\$1,927,366	\$1,663,050	\$1,606,267	\$1,559,993	\$1,638,439	\$1,722,965	\$1,697,457
Reserve Contribution	\$72,143	\$16,984	\$156,215	\$284,383	\$312,000	\$390,000	\$468,000	\$468,000	\$468,000	\$468,000	\$117,000
Capital Expenditures	(\$1,771,482)	(\$616,144)	(\$446,006)	(\$600,661)	(\$585,269)	(\$454,935)	(\$522,171)	(\$397,530)	(\$391,857)	(\$502,038)	(\$104,173)
Interest Income 0.5%	\$14,742	\$13,984	\$11,832	\$10,376	\$8,954	\$8,153	\$7,896	\$7,976	\$8,383	\$8,530	\$2,130
Ending Balance	\$3,096,404	\$2,511,227	\$2,233,268	\$1,927,366	\$1,663,050	\$1,606,267	\$1,559,993	\$1,638,439	\$1,722,965	\$1,697,457	\$1,712,414

¹ The difference between the Base Rent and the Additional Rent Breakpoint for the Property for a given month, if any, after taking into account any expenses of the Property, will inure to the benefit of the Master Tenant and, therefore, IPC as the sole member of the Master Tenant. Such amounts will not be available for distributions to the Trust or the Investors.

² The Additional Rent will be estimated and paid on a monthly basis with year-end reconciliation.

³ Pursuant to the terms of the Master Lease, the Master Tenant will earn 25% of Gross Income exceeding the Supplemental Rent Breakpoint.

⁴ The Supplemental Rent will be paid annually within 90 days of the end of the calendar year.

Forecast of Taxable Income
Inland Mokena Senior Living DST
 Clarendale of Mokena located in Mokena, Illinois

Tax Analysis for Non-1031 Investor ¹	(9 Months)										(3 Months)
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Total Cash Flow	\$2,930,243	\$3,907,824	\$3,907,824	\$3,907,824	\$3,992,153	\$4,015,231	\$4,041,420	\$4,148,299	\$4,258,175	\$4,370,613	\$1,095,213
Reserve Contributions	\$72,143	\$16,984	\$156,215	\$284,383	\$312,000	\$390,000	\$468,000	\$468,000	\$468,000	\$468,000	\$117,000
Interest Earned	\$14,742	\$13,984	\$11,832	\$10,376	\$8,954	\$8,153	\$7,896	\$7,976	\$8,383	\$8,530	\$2,130
Tax Depreciation:											
Building ²	(\$1,787,179)	(\$2,382,905)	(\$2,382,905)	(\$2,382,905)	(\$2,382,905)	(\$2,382,905)	(\$2,382,905)	(\$2,382,905)	(\$2,382,905)	(\$2,382,905)	(\$595,726)
MACRS % ³	5.00%	9.50%	8.55%	7.70%	6.93%	6.23%	5.90%	5.90%	5.91%	5.90%	5.91%
Site ⁴	(\$149,506)	(\$284,062)	(\$255,656)	(\$230,240)	(\$207,216)	(\$186,285)	(\$176,417)	(\$176,417)	(\$176,716)	(\$176,417)	(\$44,179)
Estimated Taxable Income	\$1,080,443	\$1,271,825	\$1,437,309	\$1,589,438	\$1,722,986	\$1,844,194	\$1,957,993	\$2,064,953	\$2,174,936	\$2,287,820	\$574,437
Before Tax Cash Flow	\$2,930,243	\$3,907,824	\$3,907,824	\$3,907,824	\$3,992,153	\$4,015,231	\$4,041,420	\$4,148,299	\$4,258,175	\$4,370,613	\$1,095,213
Effective Tax Rate ⁵	40.0%										
Income Tax	\$432,177	\$508,730	\$574,924	\$635,775	\$689,194	\$737,678	\$783,197	\$825,981	\$869,975	\$915,128	\$229,775
After Tax Cash Flow	\$2,498,066	\$3,399,094	\$3,332,900	\$3,272,049	\$3,302,958	\$3,277,553	\$3,258,222	\$3,322,318	\$3,388,201	\$3,455,485	\$865,438
After Tax Return	3.84%	3.91%	3.84%	3.77%	3.80%	3.77%	3.75%	3.83%	3.90%	3.98%	3.99%
Tax Equivalent Yield	6.39%	6.52%	6.40%	6.28%	6.34%	6.29%	6.25%	6.38%	6.50%	6.63%	6.64%
Percentage Sheltered	63.13%	67.45%	63.22%	59.33%	56.84%	54.07%	51.55%	50.22%	48.92%	47.65%	47.55%

¹ This tax analysis only applies to Investors not seeking a tax-deferred exchange. Investors who defer taxes by investing in this Offering carry differing tax bases in their relinquished properties. Therefore, depreciation will vary for such Investors, producing different tax shelters and tax equivalent yields. Tax savings that result from the above described tax shelter would be recaptured upon sale of the Property unless the Investor chooses to participate in a subsequent tax-deferred exchange. Each prospective Investor should consult with his or her own legal, tax, accounting and financial advisors.

The Tax Equivalent Yield represents the yield required to achieve an equivalent After Tax Cash Flow on an interest-bearing investment, which has no shelter from depreciation and would be taxed at the Effective Tax Rate. The Tax Equivalent Yield (TEY) is equal to the After Tax Return (ATR) divided by one minus the Effective Tax Rate (ETR). TEY=ATR/(1-ETR).

² Allocations to building and site are derived from the Cost Approach section of the appraisal. 87.12% of the property costs are allocated to the building. Additionally, straight-line, 30-year depreciation is assumed.

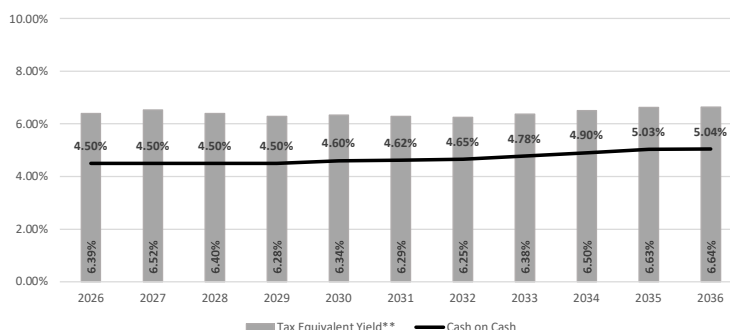
³ MACRS (Modified Accelerated Cost Recovery System) is the current method of accelerated asset depreciation required by the Internal Revenue Code.

⁴ Allocations to building and site are derived from the Cost Approach section of the appraisal. 3.64% of the property costs are allocated to the site.

⁵ Assumed to be a combined federal and state income tax rate of 40%.

Pro Forma Cash-on-Cash Returns*

(Paid Monthly)



* The "Pro Forma Cash-on-Cash Return" is calculated by taking the sum of the: (a) excess Base Rent (any amount of Base Rent after debt service); (b) Additional Rent; and (c) Supplemental Rent payable to the Trust (as such terms are defined in the Memorandum). Additional Rent will be estimated and paid on a monthly basis with year-end reconciliation. Supplemental Rent will be paid annually within 90 days of the end of the calendar year.

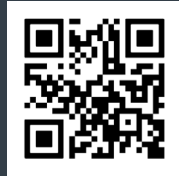
** "Tax Equivalent Yield" represents the yield required to achieve an equivalent after tax cash flow on an interest-bearing investment, which has no shelter from depreciation and would be taxed at the effective tax rate. The calculations are based on an assumed effective tax rate of 40% of taxable income. Each prospective Investor should consult with his or her own legal, tax, accounting and financial advisors.

Net Operating Income
Inland Mokena Senior Living DST
Clarendale of Mokena located in Mokena, Illinois

	(9 Months)									(3 Months)									
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036								
Market Rental Income	\$9,772,238	\$13,418,261	\$13,820,809	\$14,235,433	\$14,662,496	\$15,102,371	\$15,555,442	\$16,022,106	\$16,502,769	\$16,997,852	\$4,376,947								
Loss / (Gain) to Lease	\$164,256	\$225,540	\$232,306	\$239,275	\$246,453	\$253,847	\$261,462	\$269,306	\$277,386	\$285,707	\$73,570								
Gross Potential Rent	\$9,607,982	\$13,192,721	\$13,588,503	\$13,996,158	\$14,416,043	\$14,848,524	\$15,293,980	\$15,752,799	\$16,225,383	\$16,712,145	\$4,303,377								
Disc./Consec./Bad Debt	(\$182,632)	(\$221,893)	(\$210,232)	(\$216,538)	(\$223,035)	(\$229,726)	(\$236,617)	(\$243,716)	(\$251,027)	(\$258,558)	(\$66,579)								
Vacancy	(\$787,618)	(\$1,052,599)	(\$1,050,205)	(\$1,046,721)	(\$1,058,199)	(\$1,089,900)	(\$1,122,597)	(\$1,156,275)	(\$1,190,963)	(\$1,226,692)	(\$315,873)								
Total Rental Income	\$8,637,732	\$11,918,230	\$12,328,066	\$12,732,899	\$13,134,809	\$13,528,898	\$13,934,765	\$14,352,808	\$14,783,392	\$15,226,894	\$3,920,925								
Garage/Storage Income	\$25,450	\$34,823	\$35,868	\$36,944	\$38,052	\$39,194	\$40,369	\$41,581	\$42,828	\$44,113	\$11,359								
Second Occupant	\$99,616	\$136,303	\$140,392	\$144,604	\$148,942	\$153,411	\$158,013	\$162,753	\$167,636	\$172,665	\$44,461								
Dining Income	\$20,419	\$27,939	\$28,777	\$29,641	\$30,530	\$31,446	\$32,389	\$33,361	\$34,362	\$35,393	\$9,114								
Care Income	\$647,733	\$886,287	\$912,876	\$940,262	\$968,470	\$997,524	\$1,027,450	\$1,058,273	\$1,090,022	\$1,122,722	\$289,101								
Utility Reimbursement	\$51,330	\$70,234	\$72,341	\$74,512	\$76,747	\$79,049	\$81,421	\$83,863	\$86,379	\$88,971	\$22,910								
Fee Income	\$200,217	\$273,956	\$282,174	\$290,639	\$299,359	\$308,339	\$317,590	\$327,117	\$336,931	\$347,039	\$89,362								
Total Other Income	\$1,044,766	\$1,429,543	\$1,472,429	\$1,516,602	\$1,562,100	\$1,608,963	\$1,657,232	\$1,706,949	\$1,758,157	\$1,810,902	\$466,307								
Effective Income	\$9,682,498	\$13,347,773	\$13,800,495	\$14,249,500	\$14,696,909	\$15,137,861	\$15,591,997	\$16,059,757	\$16,541,550	\$17,037,796	\$4,387,233								
Salaries	\$3,809,135	\$5,263,716	\$5,421,628	\$5,584,276	\$5,751,805	\$5,924,359	\$6,102,090	\$6,285,152	\$6,473,707	\$6,667,918	\$1,716,989								
Repair and Maintenance	\$223,841	\$309,319	\$318,598	\$328,156	\$338,001	\$348,141	\$358,585	\$369,343	\$380,423	\$391,836	\$100,898								
Food Expense	\$451,012	\$623,238	\$641,935	\$661,194	\$681,029	\$701,460	\$722,504	\$744,179	\$766,505	\$789,500	\$203,296								
Marketing and Administrative	\$588,308	\$812,963	\$837,352	\$862,473	\$888,347	\$914,997	\$942,447	\$970,721	\$999,842	\$1,029,837	\$265,183								
Total Controllable Expenses	\$5,072,296	\$7,009,236	\$7,219,513	\$7,436,099	\$7,659,182	\$7,888,957	\$8,125,626	\$8,369,395	\$8,620,477	\$8,879,091	\$2,286,366								
Utilities	\$298,271	\$412,171	\$424,536	\$437,272	\$450,390	\$463,902	\$477,819	\$492,154	\$506,918	\$522,126	\$134,447								
Taxes	\$412,509	\$814,663	\$822,810	\$836,120	\$861,204	\$887,040	\$913,651	\$941,061	\$969,293	\$998,371	\$257,081								
Insurance	\$172,216	\$237,275	\$249,139	\$261,596	\$274,676	\$288,409	\$302,830	\$317,971	\$333,870	\$350,563	\$92,023								
Total Uncontrollable Expenses	\$882,996	\$1,464,110	\$1,496,485	\$1,534,988	\$1,586,270	\$1,639,352	\$1,694,300	\$1,751,186	\$1,810,081	\$1,871,061	\$483,551								
Property Management Fee	\$484,125	\$667,389	\$690,025	\$712,475	\$734,845	\$756,893	\$779,600	\$802,988	\$827,077	\$851,890	\$219,362								
Total Expenses	\$6,439,418	\$9,140,735	\$9,406,023	\$9,683,562	\$9,980,297	\$10,285,202	\$10,599,526	\$10,923,569	\$11,257,635	\$11,602,041	\$2,989,278								
Net Operating Income	\$3,243,081	\$4,207,038	\$4,394,472	\$4,565,938	\$4,716,612	\$4,852,659	\$4,992,471	\$5,136,188	\$5,283,915	\$5,435,755	\$1,397,954								



To access the Digital Kit,
scan the QR code with your phone.



*When accessing the digital kit, you will be asked to represent that: (1) you are an accredited investor; (2) you have not been directed to this webpage by any general solicitation or general advertising; and (3) you agree to keep the contents of this Digital Investor Kit, including the Memorandum, confidential and not to duplicate or furnish copies to any person other than your advisors.

