CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

of

CAPITAL H1, LLC and CAPITAL H2, LLC

20,000,0000 CLASS BB PREFERRED UNITS

Capital H1, LLC, a Delaware limited liability company ("Capital H1"), and Capital H2, LLC, a Delaware limited liability company ("Capital H2" and together with Capital H1, the "Companies" and each a "Company"), hereby each offer an aggregate of 10,000,000 of its Class BB preferred membership units (the "Class BB Units") for sale at a purchase price of $3.00 per Unit to a limited group of qualified accredited investors in one or more closings (the "Offering"). The Companies collectively own and operate contiguous but separate properties that together comprise the Renault Winery Resort and Golf facility located in Galloway Township and Egg Harbor City, New Jersey ("Renault"). The use of proceeds from this Offering will be principally used to (i) redeem Class C membership units of each Company, (ii) the construction of new facilities, (iii) repay indebtedness, and (iv) for other uses as determined by each Company in its sole discretion. New investors in Class BB Units will be required to purchase equal amounts of Class BB Units from each Company.

THESE SECURITIES INVOLVE A HIGH DEGREE OF RISK. SEE "RISK FACTORS" ON PAGE 14. THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND ARE BEING OFFERED AND SOLD ONLY TO ACCREDITED INVESTORS IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, NOR HAS THE SEC APPROVED OF THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM OR THE MERITS OF THIS OFFERING. THE SECURITIES OFFERED HEREBY ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD, EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE STATEMENTS IN THIS MEMORANDUM THAT ARE FORWARD LOOKING ARE SUBJECT TO CERTAIN RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE PROJECTED. THE SECURITIES OFFERED HEREBY ARE HIGHLY SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK AND SHOULD NOT BE PURCHASED BY ANYONE WHO CANNOT AFFORD THE LOSS OF HIS OR HER ENTIRE INVESTMENT.

Unless the context otherwise requires, the terms "we," "us," and "our" refer to the Companies. This Memorandum incorporates herein by reference each Company's Amended and Restated Limited Liability Company Operating Agreement (the "Operating Agreement"), Subscription Agreement (the "Subscription Agreement"), and the Accredited Investor Questionnaire (the "Accredited Investor Questionnaire", and together with the Operating Agreement and the Subscription Agreement, the "Definitive Documents"). This Memorandum also incorporates herein by reference the Company's Investment Summary and Financial Projections dated proximate to the date of this Memorandum and distributed separately to prospective investors.

August 18, 2023

SUMMARY OF THE OFFERING

This summary is intended only for convenient reference, is not intended to be complete, and must be read in connection with the full text of this Memorandum and the Definitive Documents. The following summary is, therefore, qualified in its entirety by reference to the full text of this Memorandum and the Definitive Documents.

The Companies

The Capital H1 properties include a winery and golf course located in Galloway Township, New Jersey.

The Capital H2 properties include a hotel and restaurant located adjacent to the Capital H1 properties in Egg Harbor City, New Jersey.

The Capital H1 and Capital H2 properties are part of the same overall resort. However, the Companies were formed as separate legal entities to provide investors with the opportunity to take advantage of certain tax attributes. Capital H2 qualifies as a "qualified opportunity zone" property, and original investors in Capital H2 were eligible to attain preferential tax treatment. Investors in Capital H1 were not eligible for designation as "qualified opportunity zone property" and did not have the opportunity to attain such preferential tax treatment.

Offering

Each Company is authorizing a total of 10,000,000 Class BB Units for sale in one or more releases and at such prices as are approved by the Manager of each Company.

The initial release will be 2,000,000 Class BB Units (the "Initial Release") by each Company on the following terms:

- The purchase price shall be $3.00 per Class BB Unit. The purchase price was determined by the Company based on its assessment of enterprise value driven by its current and projected financial results.

- The Class BB Units will be entitled to receive annual returns ("Annual Returns") on their investment based on the amount invested that accrue through December 31 each year as follows:

Class	Investment	Annual Return
BB1	$50,000 - $99,000	8%
BB2	$100,000-$299,000	9%
BB3	$300,000 -$$499,000	10%
BB4	$500,000 - $749,000	11%
BB5	$750,000+	12%

- Fifty percent (50%) of the Annual Returns shall be payable not less than annually, and the balance of the Annual Returns may be deferred at the discretion of the Companies and paid

in such priority as set forth in the Operating Agreements (see "Payment Waterfalls" below).

- The closing of the Offering for each Company is subject to the receipt of subscriptions for an aggregate "Minimum Offering Amount" of an aggregate of $75,000 of Class BB Units by each Company.

- Once each Company has received subscriptions for the Minimum Offering Amount, the Companies anticipate conducting a first closing with additional closings following until the earlier of the date that 2,000,000 Class BB Units have been sold by each Company, or December 31, 2024, or when the Companies otherwise determines to terminate the Offering with respect to the Initial Release. Rolling closings will be conducted on the first business day of each month.

- There is also a minimum investment amount per investor of $50,000 ($25,000 for each Company), and investments must be made in increments of $1,000.

- Class BB Units will be offered to each investor making new cash investments and to redeem Class C membership units of each Company.

- All projected returns outlined in the marketing associated with this Offering will be based on the sale of a total of 2,000,000 Class BB Units by each Company unless otherwise noted.

- The Companies intend to update this Memorandum through a written supplement should they intend to release more Class BB Units for sale beyond this initial release.

New Investment

As the new proceeds from this Offering will be used to benefit each of Capital H1 and H2, the Companies have made the determination to only offer Class BB Units for new cash investment to investors that purchase equal amounts of Class BB Units from each Company.

Class C Redemption

Each Company intends to redeem such number of Class C1, C2, C4 and C5 membership units as it determines advisable that are not converted into Class C3 or Class C6 Units.

The holders of Class C1 and C2 membership units will have the following three options in response to the Company's notice of redemption:

- They may convert their Class C1 and C2 membership units into Class C3 Units (2 unit of C1/C2 converts to 1 unit of C3) (C3 benefit do not include return of capital or participation of losses);

- They may accept the Company's offer of redemption and receive cash in payment of all accrued and unpaid annual returns and their unreturned capital contributions, which cash payment will be paid in installments based on number of Class C Units that have requested cash payment; or

- They may accept the issuance of Class BB Units in exchange for their Class C1 and C2 Units on a 1 Class BB Unit-for-3 Class C Unit basis. This exchange ratio was determined on an equivalent dollar basis. The purchase price of a Class C1 and Class C2 Unit were each $1.00 per Unit and the purchase price of a Class BB Unit is $3.00 per unit.

The holders of Class C4 and C5 membership units will have the following three options in response to the Company's notice of redemption:

- They may convert their Class C4 and C5 membership units into Class C6 Units (4 units of C4/C5 converts to 1 unit of C6) (C6 benefits do not include return of capital or participation of losses);

- They may accept the Company's offer of redemption and receive cash in payment of all accrued and unpaid annual returns and their unpaid capital contributions, which cash payment will be paid in installments based on the number of Class C Units that have requested cash payment; or

- They may accept the issuance of Class BB Units in exchange for their Class C4 and C5 Units on a 1 Class BB Unit-for-1.5 Class C Unit basis. This exchange ratio was determined on an equivalent dollar basis. The purchase price of a Class C2 and Class C3 Unit were each $2.00 per Unit and the purchase price of a Class BB Unit is $3.00 per unit.

Class BB Redemption At any time, upon the delivery of written notice to a Class BB Member, the Company may at any time redeem such Class BB Units (the "Redeemed Units") held by such Member by paying the greater of (i)

"Appraised Value" of the Redeemed Units, or (ii) the then Unreturned Capital Contributions of the Redeemed Units plus an amount that would provide a fourteen percent (14%) annualized return since the date of their investment on such Redeemed Units, taking in account any prior payments made on account of the Redeemed Units. The term "Appraised Value" means the fair market value of the Redeemed Units being repurchased as determined by an appraisal performed by a reputable third-party firm with substantial experience in performing valuations of privately-held companies ("Valuation Firm") selected by the Managing Member. In determining Appraised Value, the Valuation Firm may consider discounts for lack of a liquid market for Redeemed Units and a non-controlling interest, provided that the aggregate discount for such lack of a liquid market and non-controlling interest shall not exceed 30% in total. The cost of the Valuation Firm shall be borne by the Company.

Payment Waterfalls

Distributions of available cash will be made by each Company on the following priority basis:

- First, to make monthly payments to Class C1 and C4 Units;
- Second to pay 50% of the Annual Returns to BB Units on a dollar-for-dollar pro-rata basis on or about March 15 (or next business day) of each year;
- Third, to redeem Class C1, C2, C4 and C5 Units;
- Fourth, to pay accrued and unpaid Class BB Annual Returns;
- Fifth, to pay accrued and unpaid Class B Returns
- Sixth, to repay the outstanding capital investments made by the Class B Units;
- Seventh, (i) 50% to pay the unpaid capital investments of the Class BB Units and (ii) 50% to make payments to the holders of Class A, B, C3, and C6 Units on a unit basis; and
- Eighth, after the outstanding capital investments of the Class BB Units have been repaid, to the holders of Class A, B, BB Class C3, and Class C6 Units on a unit basis.

Summary Cap Table

Capital H1 currently has six classes of membership units outstanding:

Class	**Outstanding Units**
Class A Units	2,500,000
Class B Units	2,500,000
Class C1 Units	305,000
Class C2 Units	1,255,000
Class C4 Units	165,000

Class C5 Units	375,500

Capital H2 currently also has six classes of membership units outstanding:

Class	**Outstanding Units**
Class A Units	2,500,000
Class B Units	2,500,000
Class C1 Units	255,000
Class C2 Units	710,000
Class C4 Units	700,000
Class C5 Units	557,000

See "***SUMMARY OF MEMBERSHIP CLASSES***" below for more information about the Company's capitalization.

Qualified Opportunity Zone The properties owned by Capital H2 are located in a "Qualified Opportunity Zone", as designated by the State of New Jersey and certified by the Secretary of the U.S. Treasury. A Qualified Opportunity Zone is defined as an economically-distressed community where new investment, under certain conditions, may be eligible for preferential tax treatment. The following are certain tax attributes from qualification as a Qualified Opportunity Zone:

- investors can abate all tax payments on capital gains post-investment
- opportunity to invest the gain rather than the entire amount of a current investment
- broad range of investment gains are eligible for tax deferrals (not only real estate gains)
- more attractive tax treatment relative to 1031 exchanges, as the gain on the investment is tax-free if held for 10 years

It is possible, under certain circumstances, that investors that purchase Class BB Units issued by Capital H2 may qualify for some or all of these benefits.

The properties owned by Capital H1 are not located in a Qualified Opportunity Zone and investors will not be able to qualify for any of these benefits when they purchase Class BB Units issued by Capital H1.

Manager Fee Accountable Equity will also be paid an annual management fee equal to two percent of the new funds raised in the Offering.

Payments	The Companies intend to make all payments to holders of Class B, Class BB, Class C3 and Class C6 Units via ACH payments directly to the bank account designated by each holder. The Companies will assess those fees specified in the Subscription Agreement related to payments made via other methods.
Closing Conditions	Execution of mutually acceptable documentation, inclusive of execution of counterparts to the Definitive Documents.

AFFILIATES

Capital H1 and Capital H2 are affiliated with a number of companies directly or indirectly controlled by Joshua McCallen, the ultimate managing member of Accountable Equity. These "Affiliated Companies" include:

- ***Capital H3*** – Capital H3, LLC is a Delaware limited liability company that operates as an investment fund formed to raise the necessary capital to acquire, renovate and expand the Historic Kent Manor Inn located on the Eastern Shore in the State of Maryland ("Kent Manor"), and to make other investments. Kent Manor is also a VIVÂMEE Signature Resort.

- ***Capital H4*** – Capital H4, LLC is a Delaware limited liability company that operates as an investment fund formed to raise the necessary capital for the acquisition, renovation, and expansion of Sea Oaks Golf Resort facility located in Lower Egg Harbor Township, New Jersey, and other purposes including investment in other real estate assets, capital assets, extension of credit facilities and working capital. Sea Oaks has since been rebranded as "LBI National". LBI National is also a VIVÂMEE Signature Resort.

- ***Accountable Equity*** –Accountable Equity is the managing member of each of Capital H1, Capital H2, Capital H3, and Capital H4.

- ***Efficient Income Fund I, II, III, and IV*** – These four funds, each a Delaware limited liability company (the "EIF Funds", and together with Capital H3 and Capital H4 (the "Affiliated Funds") were formed to raise capital to purchase equipment, primarily for lease to the VIVÂMEE Signature Resort properties. The EIF Funds were designed to provide attractive returns to their investors while providing equipment to the properties at a lower cost and more attractive than available from third-party sources. Capital H1 and Capital H2 have obtained leased equipment from Efficient Income Fund IV.

- ***VIVÂMEE, LLC*** – VIVÂMEE provides resort management services to each of its signature resort properties.

- ***VIVÂMEE Shared Services, Inc. – "***VSS" provides administrative & general services to each VIVÂMEE Signature Resort property, including accounting, finance, sales supervision, human resources, strategy, and executive management.

- ***VIVÂMEE Construction Services, Inc*** – "VCS" provides construction management services to each VIVÂMEE Signature Resort property.

USE OF PROCEEDS

The use of proceeds from this Offering will be principally used to immediately build spa-level guest rooms to increase room count and work with an operator to develop a premium spa facility and offering. However, each Company will have complete discretion in how it uses the net proceeds from this Offering, which include:

- To prepare full land plan submissions and seek approvals for the acquisition and construction of lodging facilities, spa and spa suites, inclusive of land development and pre-construction;
- acquisition of land and the associated construction of lodging facilities, spa and spa suites;
- redeem and or convert Class C Units;
- repay debt, including debt owed to related companies and third-party lending institutions; and
- other uses as determined by each Company in its sole discretion.

MANAGEMENT AND RELATED PARTY TRANSACTIONS

Management

The administrative "Manager" of each Company under the terms of each of its respective Operating Agreements is Accountable Equity. As Manager, Accountable Equity has sole responsibility for the day-to-day management and control of each Company and all day-to-day aspects of its business. No Member shall take part in, or interfere in any manner with the management, conduct or control of the business and affairs of Company. No Member will have any right or authority to act for or bind either Company.

Related Party Transactions

The Companies intend to transact business with the Affiliated Companies, including:

Resort Management: The resort manager of each Company is VIVÂMEE, pursuant to the terms of a Resort Management Agreement. In such role, VIVÂMEE is responsible for the management of the day-to-day business operations and property management of each Company and is paid an industry-standard resort management fee of five and one-half percent (5.5%) of the total revenues generated by each Company.

Construction Management: VCS serves as the construction manager for each Company and is paid a ten percent (10%) general management fee based on the construction spend for these services. Additionally, VCS bills at market rates for other professional services which it provides to each Company, including architectural and design services.

Administrative Management. VSS provides administrative & general services to each Company pursuant to the terms of a Shared Services Agreement. These services include accounting, finance, sales supervision, human resources, strategy and executive management, and such other services as are desired from time-to-time. The Shared Services Agreement has been designed to benefit each Company by gaining cost savings by eliminating several full-time equivalent employees. The personnel employed by VSS include personnel that provides administrative & general services to LBI National and Kent Manor and possibly additional properties acquired by affiliated companies in the future. The fees payable by each Company under the Shared Services Agreement is allocated proportionate to the gross revenues of the covered entities.

The Companies believe that the relationships with the Affiliated Companies benefit them through the acquisition of valuable and experienced services on a more economical basis than it would incur by hiring or retaining resources solely dedicated to each Company's business.

From time to time, personnel, business partners, investors, and others having a relationship with an Affiliated Company may conduct business at any of Kent Manor, LBI National, and Renault, including work related to that specific property as well as all other unrelated business interests. For example, a Related Party Entity may enjoy use of office space for work being done that is for future and unrelated projects. VIVAMEE may also enjoy the right to use the rooms at Kent Manor, LBI National, and Renault at its discretion for unrelated business including allowing investors from each Affiliated Entity to use rooms at Renault, Kent Manor, and LBI National as part of a reciprocal relationship.

Conversion to a Real Estate Investment Trust

It is possible that the Affiliated Funds may be rolled into a Real Estate Investment Trust in the future (the "REIT"). It is likely that additional investment funds would need to be formed to create the necessary scale for a REIT transaction to be an attractive option. There are no current plans to create a REIT at this time.

FUTURE CAPITAL RAISING TRANSACTIONS

Each Company has targeted the initial sale of 2,000,000 Class BB Units, seeking to raise a combined total of $6.0 million for the planned use of proceeds. Each Company has authorized and reserves the right to issue up to an additional 8,000,000 Class BB Units. The Company also reserves the right to authorize additional membership units, consisting of existing or newly created classes of membership units. The timing and amount of sales of future securities will depend on many factors, including the availability of debt capital and the amounts actually required to meet desired expansion and other needs.

COMPANY INFORMATION

Each Company will make available during the course of this Offering to each prospective investor the opportunity to ask questions of, and to receive answers from, the officers of each Company concerning the business of each Company, the Class BB Units, the terms of this Offering, and any other matters related to either Company or this Offering. In addition, each offeree will be furnished or given access to any additional information reasonably available or obtainable that may be needed to supplement any information contained herein and in the IMS Investor Portal or to assist the offeree in making an informed decision. Upon request, an offeree will have an opportunity to ask questions of our executive officers. Persons desiring any additional information, copies of documents, or a meeting may make such a request by emailing Joshua McCallen at investorrelations@accountableequity.com

Each prospective investor is urged to obtain the advice of his or her attorney or tax or business advisor before executing the Operating and Subscription Agreements for the purchase of Class BB Units.

NON-DISCLOSURE AGREEMENT

BY ACCEPTING THIS MEMORANDUM, THE RECIPIENT ACKNOWLEDGES AND AGREES THAT ALL OF THE INFORMATION HEREIN, AND ALL OTHER INFORMATION MADE AVAILABLE TO THE RECIPIENT IN CONNECTION WITH ANY FURTHER INVESTIGATION, IS DEEMED TO BE CONFIDENTIAL AND PROPRIETARY INFORMATION OF CAPITAL H1, LLC AND/OR CAPITAL H2, LLC AND THAT NONE OF THE INFORMATION SHALL BE USED BY THE RECIPIENT, ITS EMPLOYEES, ITS REPRESENTATIVES OR ITS AGENTS IN ANY MANNER OTHER THAN IN CONNECTION WITH ITS EVALUATION OF CAPITAL H1 AND CAPITAL H2 FOR THE PURPOSE OF CONSIDERING AN INVESTMENT IN THE SECURITIES OFFERED HEREBY.

IMPORTANT PURCHASER NOTICES

NO OFFERING LITERATURE OR ADVERTISEMENT IN ANY FORM MAY BE RELIED UPON IN THE OFFERING OF THE SECURITIES EXCEPT FOR THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM AND ANY ATTACHMENTS OR SUPPLEMENTS HERETO (COLLECTIVELY, THIS "MEMORANDUM"), AND NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS EXCEPT THOSE CONTAINED HEREIN. CAPITAL H1 AND CAPITAL H2 ARE SOLELY RESPONSIBLE FOR THE CONTENTS OF THIS MEMORANDUM.

THIS MEMORANDUM IS CONFIDENTIAL AND THE CONTENTS HEREOF MAY NOT BE REPRODUCED, DISTRIBUTED OR DIVULGED BY OR TO ANY PERSONS OTHER THAN THE RECIPIENT OR HIS OR HER REPRESENTATIVE, ACCOUNTANT OR LEGAL COUNSEL, WITHOUT THE PRIOR WRITTEN CONSENT OF ACCOUNTABLE EQUITY. EACH PERSON WHO ACCEPTS DELIVERY OF THIS MEMORANDUM ACKNOWLEDGES AND AGREES TO THE FOREGOING RESTRICTIONS. EACH

PERSON WHO ACCEPTS DELIVERY OF THIS MEMORANDUM AGREES TO RETURN OR DESTROY THIS MEMORANDUM AND ALL RELATED DOCUMENTS IF SUCH PERSON DOES NOT PURCHASE ANY OF THE SECURITIES DESCRIBED HEREIN.

THIS MEMORANDUM CONTAINS A SUMMARY OF CERTAIN TERMS OF THE SECURITIES OFFERED HEREBY. THESE SUMMARIES DO NOT PURPORT TO BE COMPLETE AND ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE TEXTS OF THE ORIGINAL DOCUMENTS. NO REPRESENTATIONS, WARRANTIES OR ASSURANCES OF ANY KIND ARE MADE OR SHOULD BE INFERRED WITH RESPECT TO THE ECONOMIC RETURN, IF ANY, THAT MAY ACCRUE TO A PURCHASER OF CAPITAL H4'S SECURITIES.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITY OTHER THAN THE SECURITIES OFFERED HEREBY, NOR DOES IT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY SUCH SECURITIES BY ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED, OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO.

NEITHER THE DELIVERY OF THIS MEMORANDUM AT ANY TIME, NOR ANY SALE OF SECURITIES HEREUNDER, SHALL IMPLY THAT INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE. EACH COMPANY DOES, AND WILL, EXTEND TO EACH PROSPECTIVE PURCHASER (AND TO HIS OR HER REPRESENTATIVE, ACCOUNTANT OR LEGAL COUNSEL, IF ANY), THE OPPORTUNITY, PRIOR TO THE CONSUMMATION OF THE PURCHASE OF THE SECURITIES BY SUCH PURCHASER, TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, EACH COMPANY BY ITS DULY DESIGNATED REPRESENTATIVES CONCERNING THIS OFFERING AND TO OBTAIN ANY ADDITIONAL INFORMATION TO THE EXTENT A COMPANY POSSESSES THE SAME OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE, TO VERIFY THE ACCURACY OF THE INFORMATION SET FORTH HEREIN. HOWEVER, ALL SUCH ADDITIONAL INFORMATION MUST BE IN WRITING AND IDENTIFIED AS SUCH BY THE APPLICABLE COMPNAY. NO ORAL INFORMATION OR INFORMATION PROVIDED BY ANY BROKER OR THIRD PARTY MAY BE RELIED UPON.

TO ENSURE COMPLIANCE WITH INTERNAL REVENUE SERVICE CIRCULAR 230, PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION ON UNITED STATES FEDERAL TAX ISSUES IN THIS MEMORANDUM IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED UNDER THE INTERNAL REVENUE CODE, (B) SUCH DISCUSSION IS INCLUDED HEREIN BY US IN CONNECTION WITH THE PROMOTION OR MARKETING (WITHIN THE MEANING OF CIRCULAR 230) OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN, AND (C) PROSPECTIVE PURCHASERS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

THE OFFERING PRICE OF THE CLASS BB UNITS HAS BEEN DETERMINED ARBITRARILY. THE PRICE OF THE SECURITIES BEARS NO RELATIONSHIP TO THE ASSETS, EARNINGS, OR BOOK VALUE OF EITHER COMPANY. THERE IS NO ACTIVE TRADING MARKET IN THE EQUITY OF EITHER COMPANY, AND THERE CAN BE NO ASSURANCE THAT AN ACTIVE TRADING MARKET IN ANY OF EITHER COMPANY'S SECURITIES WILL DEVELOP.

THE COMPANIES RESERVES THE RIGHT, IN THEIR SOLE DISCRETION, TO REJECT ANY PROPOSED PURCHASE IN WHOLE OR IN PART FOR ANY REASON OR FOR NO REASON. NEITHER COMPANY IS OBLIGATED TO NOTIFY RECIPIENTS OF THIS MEMORANDUM WHETHER ALL OF THE SECURITIES OFFERED HEREBY HAVE BEEN SOLD. THIS OFFERING IS SUBJECT TO WITHDRAWAL, CANCELLATION OR MODIFICATION BY CAPITAL H4 AT ANY TIME WITHOUT NOTICE.

FOR RESIDENTS OF ALL STATES

THIS OFFERING IS BEING MADE SOLELY TO "ACCREDITED INVESTORS". THE SECURITIES AND THE SECURITIES UNDERLYING THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE AND WILL BE OFFERED AND SOLD IN RELIANCE ON THE EXEMPTION FROM REGISTRATION AFFORDED BY SECTION 4(2) AND RULE 506(c) OF REGULATION D OF THE SECURITIES ACT AND CORRESPONDING PROVISIONS OF STATE SECURITIES LAWS. THE AVAILABILITY OF SUCH EXEMPTIONS IS ALSO DEPENDENT, IN PART, UPON THE "INVESTMENT INTENT" OF THE PURCHASERS AND THE EXEMPTIONS WOULD NOT BE AVAILABLE IF ANY PURCHASERS WERE PURCHASING THE SECURITIES WITH A VIEW TOWARD THE REDISTRIBUTION THEREOF. ACCORDINGLY, EACH PURCHASER, WHEN EXECUTING THE SUBSCRIPTION AGREEMENT, WILL BE REQUIRED TO ACKNOWLEDGE THAT HIS/HER PURCHASE IS FOR INVESTMENT, FOR HIS/HER OWN SOLE ACCOUNT, AND WITHOUT ANY VIEW TOWARD THE SALE OR OTHER DISPOSITION THEREOF.

THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND STATE LAW, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. PURCHASERS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THERE PRESENTLY IS NO PUBLIC MARKET FOR EITHER COMPANY'S SECURITIES. ACCORDINGLY, AN INVESTMENT IN THE SECURITIES OFFERED HEREIN SHOULD BE CONSIDERED HIGHLY ILLIQUID.

THE PURCHASE OF SECURITIES IS NOT RECOMMENDED FOR PERSONS WHO DO NOT HAVE ADEQUATE LIQUID ASSETS WHICH WOULD ENABLE THEM TO AFFORD A LONG-TERM, NON-LIQUID INVESTMENT. SEE THE "RISK FACTORS" AND "SUITABILITY STANDARDS" CONTAINED HEREIN.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE ECONOMIC RETURN OR THE TAX TREATMENT WHICH MAY ACCRUE TO THE

SUBSCRIBERS BY REASON OF A PURCHASE OF SECURITIES ARE MADE OR INTENDED AND NONE SHOULD BE INFERRED.

THE SECURITIES AND THE SECURITIES UNDERLYING THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR ANY 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 THESE CONFIDENTIAL PRIVATE PLACEMENT DOCUMENTS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

PROSPECTIVE PURCHASERS SHOULD NOT CONSTRUE THE CONTENTS OF THESE CONFIDENTIAL PRIVATE PLACEMENT DOCUMENTS AS INVESTMENT, LEGAL, BUSINESS, OR TAX ADVICE. EACH PURCHASER SHOULD CONTACT HIS OWN ADVISORS REGARDING THE APPROPRIATENESS OF THIS INVESTMENT AND THE TAX CONSEQUENCES THEREOF WHICH MAY DIFFER DEPENDING ON A PURCHASER'S PARTICULAR FINANCIAL SITUATION. IN NO EVENT SHOULD THESE CONFIDENTIAL PRIVATE PLACEMENT DOCUMENTS BE DEEMED TO BE CONSIDERED TAX ADVICE PROVIDED BY EITHER COMPANY.

FOR NEW YORK RESIDENTS

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, NOR HAS THE ATTORNEY GENERAL OF NEW YORK OR ANY OFFICIAL OF SIMILAR CAPACITY OF ANY STATE PASSED UPON THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS MEMORANDUM OR THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

FOR PENNSYLVANIA RESIDENTS

IF YOU HAVE ACCEPTED AN OFFER TO PURCHASE THESE SECURITIES AND HAVE RECEIVED A WRITTEN NOTICE EXPLAINING YOUR RIGHT TO WITHDRAW YOUR ACCEPTANCE PURSUANT TO SECTION 207(m)(2) OF THE PENNSYLVANIA SECURITIES ACT OF 1972, YOU MAY ELECT, WITHIN TWO BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE ISSUER OF YOUR BINDING CONTRACT OF PURCHASE OR, IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO BINDING CONTRACT OF PURCHASE, WITHIN TWO BUSINESS DAYS AFTER YOU MAKE THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED, TO WITHDRAW YOUR ACCEPTANCE AND RECEIVE A FULL REFUND OF ALL MONIES PAID BY YOU. YOUR WITHDRAWAL OF ACCEPTANCE WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH THIS WITHDRAWAL, YOU NEED ONLY SEND A WRITTEN NOTICE (INCLUDING A NOTICE BY FACSIMILE OR ELECTRONIC MAIL) TO THE ISSUER INDICATING YOUR INTENTION TO WITHDRAW. IT IS THE POSITION OF THE PENNSYVLANIA SECURITIES COMMISSION THAT INDEMNIFICATION IN

CONNECTION WITH A VIOLATION OF THE SECURITIES LAW IS AGAINST PUBLIC POLICY AND VOID.

FORWARD LOOKING STATEMENTS

All statements contained in this Memorandum other than statements of historical fact are forward-looking statements, including statements regarding prospective markets and our future financial position and results of operations. These forward-looking statements can be identified by the use of words such as "believes," "estimates," "could," "possibly," "probably," "anticipates," "projects," "expects," "may," "will," "should," and the negatives or other variations of such words or similar words. We have based these statements on our current expectations and projections about future events. No assurances can be given that the future results anticipated by our forward-looking statements will be achieved. Forward-looking statements are inherently uncertain and actual future results may differ from our current expectations. Some of the factors that could cause actual future results to differ from our current expectations are set forth in the section of this Memorandum entitled "RISK FACTORS" set forth below.

Prospective purchasers should not place undue reliance on the forward-looking statements contained in this Memorandum. You should read this Memorandum and the documents attached hereto it their entirety and with the understanding that actual results may be materially different than our current expectations.

RISK FACTORS

An investment in the Class BB Units involves significant risks and should only be considered by investors who can afford the loss of their entire investment. This investment is suitable only for persons who have substantial resources and who do not anticipate that they will be required to liquidate the investment in the foreseeable future. In addition to all of the other information contained in this Memorandum, you should carefully consider the risks and uncertainties described below before deciding to make an investment in Class BB Units. If any of the following risks actually occur, they may materially harm the Companies' business, financial condition, and/or results of operations. In this event, the value of your investment could decline and you could lose all or part of your investment. In analyzing the Offering, each investor should carefully consider the following matters, which are representative, but not inclusive, of all of the risks which may be encountered as a result of investment in the Companies.

RISKS RELATING TO THE COMPANIES' BUSINESSES

The Companies may not meet their financing goals

If the Companies do not raise sufficient net proceeds from this Offering, they will not have sufficient funding to acquire land and construct its planned spa, spa suites, and additional lodging facilities at the Renault Resort, and/or make the desired infrastructure enhancements and debt reduction. These events would have a material negative impact on projected operating income and cash flow and require other sources of capital to make these enhancements and debt repayment.

The Companies are highly dependent on the senior management team.

The Companies rely heavily on the expertise, experience, and continued services of its management team and those of its other managers through the Shared Services Agreement, particularly Joshua McCallen. The loss of the services of any one of these individuals would adversely impact each Company's ability to meet its objectives. Even if the Companies were able to replace any such person with another resource of comparable skill and experience, the delay caused by finding such replacement would likely materially harm their prospects.

The Companies' businesses are capital intensive

The Companies have already raised a total of $32,076,118 in equity and debt financing for the acquisition, renovation, and expansion of the Renault Resort, and project raising an additional $30 million over the next three years. A substantial majority of this investment requires annual payments, and at some point will need to be repaid or redeemed. The Companies will require additional funding in future years to accommodate repayment and redemptions. If the Companies are not able to obtain such funding, and then they may be forced to sell or liquidate the Renault Resort resulting in a loss of investment for purchases of Class BB Units.

Any projections of future performance provided to you may prove to be incorrect.

The Companies' projections of future revenues, expenses, and funding are based on good faith estimates but are inherently unreliable. Factors such as adverse decisions, delayed customer acceptance, and future competition and our other investments will affect the Companies' future revenue streams. The Companies may not accurately predict its costs for operating the business. For these reasons, you should not rely upon management's estimates of future performances in making your investment decision as management's assumptions (and any limitations on the assumptions) may prove to be significantly inaccurate.

Development and Construction is complex, difficult and subject to lengthy delays and cost overruns

Development and construction is difficult. There are many factors that influence the ability to successfully complete the desired expansion at Renault Resort including weather, availability of supplies, relationships with contractors, effectiveness of contractor personnel, proper sequencing of activities, union relationships, bid negotiations, cooperation by the local municipality, and many other factors. The Companies inability to manage these items may impair their ability to complete the desired expansion, and also may result in delivering the expansion on a delayed basis with substantial cost overruns.

The insurance coverage that we purchase may prove to be inadequate.

The liability, property, business interruption, and other insurance policies that we will carry to cover insurable risks to the Companies and our other investments may not be sufficient. The Companies' select the types of insurance, the limits, and the deductibles based on our specific risk profile, the cost of the insurance coverage versus its perceived benefit, and general industry standards. The Companies insurance policies will contain industry-standard exclusions for certain events, and may prove to be inadequate, which could materially and adversely impact our business, financial condition and results

of operations.

Environmental regulations may impose upon us new or unexpected costs.

The Renault Resort is subject to various federal, state, and local health and safety laws and regulations, including those relating to the generation, storage, handling and disposal of hazardous substances and wastes. Certain of these laws and regulations also impose joint and several liability, without regard to fault, for investigation and cleanup costs on current and former owners and operators of real property and persons who have disposed of or released hazardous substances into the environment. In addition, the Renault Resort is subject to environmental, health and safety laws regulating air emissions, storm water management and other issues arising in its business. Unexpected events, equipment malfunctions and human error, among other factors, can lead to violations of environmental laws, regulations or permits. Furthermore, environmental laws and regulations change frequently and may require additional investment to maintain compliance. Noncompliance with existing, or adoption of more stringent, environmental or health and safety laws and regulations or the discovery of previously unknown contamination could require the Companies to incur costs or become the basis of new or increased liabilities that could be material.

We have considerable discretion as to the use of proceeds from this Offering

The projected use of the proceeds of this Offering provides considerable discretion as to how proceeds are actually allocated. The Companies have no obligation to use the proceeds in any particular fashion and our management will have discretion in applying the net proceeds of this Offering. Our inability to intelligently apply the proceeds of this Offering could require us to seek additional funding resulting in dilution to current investors.

The Manager and Class A Member and affiliates will have potential conflicts of interest with regards to other businesses which they own and operate.

Accountable Equity as the Manager of each Company is required to devote only so much of its time to the business of each Company as it, in its sole judgment, determines to be reasonably necessary. Neither it nor the Class A Member are restricted from engaging in other activities, even if they are competitive with each Company. The Class A Member is beneficially owned and controlled by Joshua McCallen. Joshua McCallen may directly and indirectly establish or purchase additional companies that will participate in similar or other related aspects of the business as conducted by each Company. Mr. McCallen is also directly or indirectly a principal owner of other Affiliated Companies. Accordingly, each Company will be subject to various conflicts of interest arising out of the activities by the Affiliated Companies. Such conflicts may involve arrangements between each Company and the Manager or the Class A Member which are established by the Manager and may not be the result of arm's length negotiations or the allocation of business opportunities between these companies.

Factual statements have not been independently verified.

Except to the extent that legal counsel has been engaged solely to advise as to matters of law, no other party has been engaged to verify the accuracy or adequacy of any of the factual statements contained in this Memorandum. In particular, neither legal counsel nor any other party has been engaged to verify any statements relating to the experience, skills, contacts or other attributes of the management of the Companies, or to the anticipated future performance of the Companies.

The Companies may not be able to properly manage growth.

The Companies may experience a period of rapid growth which may place a significant strain on the management, administrative, operational and financial infrastructure. The Companies' success will depend, in part, upon the ability of their management to manage this growth effectively. To do so, the Companies must identify, effectively obtain personnel services under the Shared Services Agreement and otherwise hire, train and manage new direct personnel as needed. If such personnel perform poorly, if the Companies are unsuccessful in hiring, training, managing and integrating such personnel, or if they are not successful in retaining existing personnel, the Companies' businesses may be harmed.

The Members will have no right to participate in the management of either Company.

Under the Operating Agreement for each Company, Members have no right to participate in the management of either Company. Except as specifically provided in the Act, the management of the business and affairs of the Companies will be vested exclusively in the Manager and a Member will have no right to participate in many decisions which may materially affect the value of his, her or its investment. Moreover, the Operating Agreements provides the Class A Members with the exclusive right to appoint the Manager and to replace the Manager involuntarily. Subscribers to this Offering will not have any of these rights. Accordingly, a subscriber should not purchase any Class BB Units unless he, she or it is willing to entrust all aspects of the management by the Manager.

RISKS RELATING TO THE SECURITIES

An investment is speculative.

Purchasers of the Class BB Units offered hereby may not realize a return on their investment and could lose their investment. Purchasers should carefully review this Memorandum and consult with their attorneys, tax advisors, and/or business advisors prior to purchasing the Class BB Units offered hereby.

Purchasers of the Class BB Units offered hereby may have to bear the risk of their investment for an indefinite period of time since there are substantial restrictions on their resale.

The Class BB Units offered hereby have not been registered under the Securities Act or any state securities or blue-sky law and constitute "restricted securities" under applicable federal securities laws. As a result, purchasers of the Class BB Units offered hereby may not sell or otherwise transfer Class BB Units except pursuant to registration under the Securities Act and applicable state securities laws or pursuant to an exemption therefrom. In addition, the Subscription and Operating Agreements contains substantial restrictions on the transfer of Class BB Units. By investing in the Class BB Units offered hereby, you are agreeing to significant restrictions on the liquidity of your Class BB Units for

the foreseeable future. As a result of all of these restrictions, purchasers of the Class BB Units offered hereby must bear the economic risks of their investment for an indefinite period of time. An investment in Class BB Units is suitable only for sophisticated purchasers who can afford to bear the risk of a complete loss of such investment. A purchase of Class BB Units should be considered only by persons financially able to maintain their investment and who can afford a loss of all or a substantial part of such investment.

There is no regulatory oversight with respect to the Class BB Units

The Class BB Units offered hereby have not been approved or disapproved by the SEC, 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 this Memorandum. The Class BB Units offered hereby have not been registered under the Securities Act, nor the securities laws of any state and are being offered and sold in reliance on exemptions from the registration requirements of those laws.

The Class BB Units offered hereby may be subordinated by future issuances of securities with superior rights.

Following the completion of this Offering, each Company may issue additional securities, including securities that provide for payment prior to payment on the Class BB Units in this Offering. The issuance of such additional securities could adversely affect the interests of a purchaser in this Offering.

Neither Company has any minimum capital requirements.

No minimum level of capital is required to be maintained by either Comapny. As a result of losses or withdrawals, a Company may not have sufficient capital to continue its operations and achieve its desired growth.

There can be no assurance that a Company will have sufficient funds to make distributions of Preferred Returns to the Members or to redeem their Class BB Units after the optional redemption dates.

The operating expenses of a Company may exceed its revenues, thereby resulting in no cash available for distribution by such Company to the Members. In addition, neither Company is obligated to pay Preferred Returns to each holder of Class BB Units for as long as they own their Units. Accordingly, as the optional redemption dates pass, there can be no assurance that a Company will have adequate cash on hand to satisfy these obligations as they come due. Furthermore, the Manager has complete discretion to withhold from distribution part or all of any of a Company's net cash from operations which are otherwise available for distribution after the payment of expenses if it determines that such funds are reasonably required for working capital needs or reserves for fixed or contingent liabilities of such Company. Accordingly, there can be no assurance that the operations of either Company will be profitable or that any distributions of a Company's cash flow will be available or made to the

Members in payment of the obligations under their Preferred Returns or redemption of their Class BB Units.

You may lose your entire investment.

The purchase of Class BB Units is a highly speculative investment, subject to substantial uncertainties. The financial position of any investor should be such that a complete loss of the investment in the Class BB Units will not represent a material loss to such investor.

Investments by Benefit Plans are Subject to Additional Regulatory Risks.

In considering the acquisition of Class BB Units to be held as a portion of the assets of an "employee benefit plan" within the meaning of Section 3(3) of ERISA ("a Benefit Plan" or "Plan"), a Plan fiduciary, taking into account the facts and circumstances of such trust, should consider, among other things: (a) the effect of the "Plan Asset Regulations" (Labor Regulation Section 2510.3-101) including potential "prohibited transactions" under the Code and ERISA; (b) whether the investment satisfies the "exclusive purpose," "prudence," and "diversification" requirements of Sections 404(a)(l)(A),(B) and (C) of ERISA; (c) whether the investment is a permissible investment under the documents and instruments governing the plan as provided in Section 404 (a)(l)(D) of ERISA; (d) the Plan may not be able to distribute Units to participants or beneficiaries in pay status because the Manager may withhold its consent; and (e) the fact that no market will exist in which the fiduciary can sell or otherwise dispose of the Class BB Units and each Company has a limited history of operations. The prudence of a particular investment must be determined by the responsible fiduciary with respect to each employee benefit plan, taking into account the facts and circumstances of the investment. Any Investor that invests funds belonging to a qualified retirement plan or IRA should carefully review the tax risks provisions of this Memorandum as well as consult with their own tax advisors. The contents hereof are not to be construed as tax, legal, or investment advice.

PROSPECTIVE BENEFIT PLAN INVESTORS ARE URGED TO CONSULT THEIR ERISA ADVISORS WITH RESPECT TO ERISA AND RELATED TAX MATTERS, AS WELL AS OTHER MATTERS AFFECTING THE BENEFIT PLAN'S INVESTMENT IN CAPITAL H4. MOREOVER, MANY OF THE TAX ASPECTS OF THE OFFERING DISCUSSED HEREIN ARE APPLICABLE TO BENEFIT PLAN INVESTORS WHICH SHOULD ALSO BE DISCUSSED WITH QUALIFIED TAX COUNSEL BEFORE INVESTING IN CAPITAL H4.

The foregoing risk factors do not purport to be a complete enumeration or explanation of the risks involved in an investment in Class BB Units. Prospective purchasers are urged to consult their own advisors before deciding to invest in Class BB Units.

SUMMARY OF TERMS OF OUTSTANDING UNIT CLASSES

The following describes the terms of each Company's currently outstanding membership interests, which are the same for each Company.

Class B

- Holders of Class B Units accrue annual distributions equal to eight percent (8%) for Capital H1 and six percent (6%) for Capital H2 of the capital contributions made on account of their Class B Units (the "Class B Capital Contributions"), which are paid when and if declared by the Manager (the "Class B Distributions"). The Class B Distributions began to accrue on the date of the purchase of the Class B Units and continue on the unreturned Class B Capital Contributions until the date that holders of Class B Units have received total cumulative distributions of cash equal to the Class B Capital Contributions plus all accrued and unpaid Class B Annual Distributions (such date the "Class B Threshold Date").

- After the Class B Threshold Date, the holders of Class B Units shall be entitled to receive their proportionate share of distributions made to holders of capital interests in the Company based on their respective percentage ownership of the membership interests (a "Percentage Interest Basis").

Class C1/C2

- Holders of Class C1 Units are entitled to receive annual returns (the "Class C1 Annual Returns") equal to ten percent (10%) of the capital contributions made on account of their Class C1 Units (the "Class C1 Capital Contributions"). Half of the Class C1 Annual Returns, or 5%, will be payable monthly beginning January 1, 2020 (the "Class C1 Preferred Returns"), and the other half of these Returns, or 5%, (the "Class C1 Regular Return"), shall accrue until the date that holders of Class C1 Units have received total cumulative distributions of cash equal to the Class C1 Capital Contributions plus all accrued and unpaid Class C1 Annual Returns (such date the "Class C1 Threshold Date").

- Holders of Class C2 Units are also entitled to receive annual preferred returns (the "Class C2 Annual Returns") equal to ten percent (10%) of the capital contributions made on account of their Class C2 Units (the "Class C2 Capital Contributions"). However, in contrast to Class C1, Class C2 Annual Returns will accrue and not be paid until January 1, 2025. During this period, the accrued Class C2 Annual Returns shall compound at the annual rate of 10%. Effective January 1, 2025, the Class C2 Annual Returns will be paid in the same manner as Class C1 Annual Returns.

- The holders of the Class C1 and Class C2 Units may require the Company to redeem their Class C1 and/or Class C2 Units on or after the sixth-anniversary date of the final closing date. If they do not make such election, then all outstanding Class C1 and Class C2 Units, including all accrued and unpaid Class C1 Annual Returns and Class C2 Annual Returns, will automatically convert into "Class C3" Units as set forth in the Operating Agreement. The "Conversion Rate" shall be one Class C3 Unit in exchange for each Class C1 Unit and Class C2 Unit and each dollar of all accrued and unpaid Class C1 Annual Returns or Class C2 Annual Returns, as applicable.

- The Company may redeem the Class C1 and Class C2 Units, together with all accrued and unpaid Annual Class C1 Returns and Annual Class C2 Returns, as applicable, on or after the second-anniversary date of the final closing date; provided, however, should the Company elect to so redeem,

the holders of the Class C1 Units and Class C2 Units will have the right to instead convert into Class C3 Units at the Conversation Rate.

- The Class C1 and Class C2 Units will not have voting rights and will not be allocated any operating losses incurred by the Company.

Class C4/C5

- Holders of Class C4 Units are entitled to receive annual returns (the "Class C4 Annual Returns") equal to ten percent (10%) of the capital contributions made on account of their Class C4 Units (the "Class C4 Capital Contributions"), which shall accrue as of the date of issuance. Half of the Class C4 Annual Returns, or 5%, will be payable monthly beginning January 17, 2022 (the "Class C4 Preferred Returns"), and the other half of these Returns, or 5%, (the "Class C4 Regular Return"), shall accrue until the date that holders of Class C4 Units have received total cumulative distributions of cash equal to the Class C4 Capital Contributions plus all accrued and unpaid Class C4 Annual Returns (such date the "Class C4 Threshold Date").

- Holders of Class C5 Units are also entitled to receive annual preferred returns (the "Class C5 Annual Returns") equal to ten percent (10%) of the capital contributions made on account of their Class C5 Units (the "Class C5 Capital Contributions"), which shall accrue as of the date of issuance. However, in contrast to Class C4, Class C5 Annual Returns will accrue and not be paid until January 17, 2027. During this period, the accrued Class C5 Annual Returns shall compound at the annual rate of 10%. Effective January 17, 2027, the Class C5 Annual Returns will be paid in the same manner as Class C4 Annual Returns.

- The holders of the Class C4 and Class C5 Units may require the Company to redeem their Class C4 and/or Class C5 Units on or after the fifth anniversary date of the final closing date. If they do not make such election, then all outstanding Class C4 and Class C5 Units, including all accrued and unpaid Class C4 Annual Returns and Class C5 Annual Returns, will automatically convert into "Class C6" Units as set forth in the Operating Agreement. The "Conversion Rate" shall be one half (0.50) of a Class C5 Unit in exchange for each Class C4 Unit and Class C5 Unit, and one quarter (0.25) of a Class C5 Unit in exchange for all accrued and unpaid Class C4 Annual Returns or Class C5 Annual Returns, as applicable.

- The Company may redeem the Class C4 and Class C5 Units, together with all accrued and unpaid Annual Class C4 Returns and Annual Class C5 Returns, as applicable, on or after the second anniversary date of the final closing date; provided, however, should the Company elect to so redeem, the holders of the Class C4 Units and Class C5 Units will have the right to instead convert into "Class C5" Units at the Conversation Rate.

- The Class C4 and Class C5 Units will not have voting rights and will not be allocated any operating losses incurred by the Company.

Class A

The Company's Class A "common" membership units are all held by AE Renault, LLC, a Pennsylvania limited liability company and the founding member of the Company. Until the Class B Threshold Date, the holders of Class A Units shall not receive any of the distributable cash paid to the holders of capital membership units. After the Class B Threshold Date, the holders of Class A Units shall be entitled to receive their pro rata share of the distributions made to holders of membership units in the Company on a Percentage Interest Basis.

SUMMARY OF OPERATING AGREEMENTS

Each Company has been organized as a limited liability company under the laws of the State of Delaware. This section contains a summary of certain key terms of the Operating Agreement of each Company. This is a summary only and is specifically not complete. You are urged to read the Operating Agreements in their entirety. There may be other terms that you believe to be key that are not highlighted or summarized in sufficient detail for you to clearly understand your rights and obligations. You are also urged to consult with your own legal and tax advisors as the implication of the terms of the Operating Agreement may likely be unique to each investor.

Overall management: Each Company is managed by the Manager, which in turn appoints the officers to oversee the day-to-day management.

Classes of Membership Interests: There are currently nine classes and subclasses of membership interests of each Company, the Class A, Class B, Class BB, Class C1, Class C2, Class C3, Class C4, Class C5, and Class C6 Units. The Class B, Class BB, Class C1, Class C2, Class C4, and Class C5 Units are considered "preferred" capital interests. The Class A Units, Class C3 Units, and Class C6 Units are considered "common" capital interests. New classes of membership interests may be issued upon the approval of the Manager.

Future Capital Investment. No holders of any Units of the Company are required to make any further capital investments through capital calls or otherwise as members. The liability of all holders as members of the Company is limited to the amount of their respective investments.

Preemptive Rights: Other than the Class BB Units offered hereby, and as set forth in the Operating Agreement, the Company may not issue additional membership interests without first offering the holders of Class A and Class B, Class C, and Class BB the opportunity to purchase their proportionate share of such new interests.

Allocations of Profits and Losses. In any taxable year, profits shall be allocated first to each Member in proportion to and to the extent of the excess, if any, of the cumulative Preferred Return distributions which each Member has received over the cumulative items of income and gain allocated to each such Member, and second to each Class A in proportion to and to the extent of and in the reverse order of the aggregate amount of losses (if any) previously allocated to such Member until each Member has been allocated an aggregate amount of profits in the current and all prior years equal to the aggregate amount of losses allocated to such Member in the current and all prior years. Any remaining profits shall be allocated among the Class A Members in proportion to their relative Percentage Interests. In any taxable year, losses shall be allocated first to the Members to offset any

Profits allocated to the Members in prior years or debt basis from the guarantee of debt securities of a Company until the aggregate amount of Losses allocated to the Members equals the aggregate amount of Profits previously allocated to them or cumulative debt basis, and second to the Members in proportion to their positive capital account balances, until such capital account balances have been reduced to zero. Any remaining losses shall be allocated among the Members in proportion to their percentage interests.

Distributions. Net cash flow generated by each Company from its operations, if any, shall, if practicable, be distributed as set forth herein. The Payment Waterfall is as follows:

- First, to make monthly payments to Class C1 and C4 Units;
- Second to pay 50% of the Annual Returns to BB Units on a dollar-for-dollar pro-rata basis on or about March 15 of each year;
- Third, to redeem Class C1, C2, C4 and C5 Units;
- Fourth, to pay accrued and unpaid Class BB Annual Returns;
- Fifth, to pay accrued and unpaid Class B Annual Returns
- Sixth, to repay the outstanding capital investments made by the Class B Units;
- Seventh, (i) 50% to pay the unpaid capital investments of the Class BB Units and (ii) 50% to make payments to the holders of Class A, B, C3, and C6 Units on a unit basis; and
- Eighth, after the outstanding capital investments of the Class BB Units have been repaid, to the holders of Class A, B, BB Class C3, and Class C6 Units on a unit basis.

Tax Distributions/Allocations: The Company is required to make distributions of cash in years there are allocations of profits in an amount equal to the sum of the top applicable marginal federal, state, local, and foreign income tax rates as determined by the Manager. The Manager may allocate losses based on capital accounts, however, the Manager may also consider the guaranty of debt in allocating losses and intends to allocate losses to such guarantors on a Percentage Interest Basis. Class C1 Units, Class C2 Units, Class C4, and Class C5 Units will not be allocated losses.

Transfers of Units: No holder of Units may transfer any such unit other than estate-type transfers without first providing all other holders of Units (the "Other Holders") with the right to purchase such units or join in such proposed sale, in each case proportionally based on their membership interests.

Co-Sale Right: The holders of Class A, Class B, and Class BB Units will enjoy co-sale rights enabling them to participate on a proportional basis (or "tag along") with other holders of Units that seek to sell their Units.

Drag-Along Right: The holders of 51% of Class A, Class B, and Class BB Units, voting together as a separate class, shall have the right to require the holders of all Units to sell their Units in the event such 51% holders determine to sell their Units.

Indemnification: The Manager and officers are required to be indemnified for their activities as the Manager and officers of the Company.

INCOME TAX ASPECTS

The following is a summary of some of the federal income tax consequences associated with the purchase of Units. This summary applies only to individuals who hold their investment in a Company as a capital asset. Other investors could be subject to different rules and should consult their own tax advisers. The rules pertaining to federal income taxation are constantly under review by the Internal Revenue Service ("IRS"), the Treasury Department, Congress and the courts. This Income Tax Aspects section is based upon the law as it exists on the date of this Memorandum, and such tax consequences may be affected by future legislation, regulations, administrative rulings or court decisions. Please note neither Company has sought a ruling from the IRS or any other Federal, state or local agency with respect to any of the tax issues affecting such Company, nor has it obtained an opinion of counsel with respect to any tax issues. YOU SHOULD INDEPENDENTLY CONSULT WITH YOUR TAX COUNSEL REGARDING THE TAX CONSEQUENCES OF AN INVESTMENT IN CLASS BB UNITS.

In addition to the federal income tax considerations discussed below, ownership of Class BB Units may subject a Member to state, local, estate, inheritance or intangibles taxes that may be imposed by various jurisdictions. Except as specifically indicated below, the following discussion does not address the various tax implications of an investment in Class BB Units by any corporations, partnerships, tax-exempt entities, trusts, and other non-individual taxpayers.

Each Company will make a number of decisions with respect to the tax treatment of particular transactions on its tax return. There can be no assurance that all of the positions taken by a Company will be accepted by the IRS. Such non-acceptance could adversely affect the Members.

The following summary does not purport to deal with federal income tax consequences applicable to all categories of investors, some of which may be subject to special rules, and is not intended as a substitute for careful tax planning. ACCORDINGLY, IT IS RECOMMENDED THAT EACH INVESTOR INDEPENDENTLY CONSULT HIS OR HER PERSONAL TAX COUNSEL BEFORE INVESTING IN CLASS BB UNITS. IN CONSIDERING THE INCOME TAX CONSEQUENCES OF AN INVESTMENT IN CLASS BB UNITS, A PROSPECTIVE INVESTOR SHOULD KEEP IN MIND THAT CAPITAL H4 IS NOT INTENDED TO BE A SO-CALLED "TAX SHELTER." UNLESS OPERATIONS OF THE COMPANIES RESULT IN ECONOMIC LOSSES, A RESULT NOT ANTICIPATED, THE OPERATIONS OF THE COMPANIES ARE NOT EXPECTED TO GENERATE ANY MATERIAL TAX DEDUCTIONS FOR ALLOCATION TO THE MEMBERS. FURTHERMORE, THE OPERATIONS OF THE COMPANIES MAY RESULT IN A MEMBER BEING TAXED ON INCOME, EVEN THOUGH THE MEMBER DID NOT RECEIVE A DISTRIBUTION OF CASH FROM THE COMPANIES.

Partnership Classification

With certain limited exceptions, a limited liability company formed on or after January 1, 1997 that has two or more members will be classified as a partnership for federal income tax purposes unless it makes an election to be treated as an association. Each Company is treated as a partnership for federal

income tax purposes and thus will be a pass-through entity. See "Pass Through of Income", below. However, if such classification were not respected and a Company was taxed as a corporation, the Company would have to pay tax on its income, reducing the amount of cash available for distribution to Members, and Members would not be able to deduct their share of any of the applicable Company's losses should they occur. In addition, Members would be taxed again at the time such Members receive distributions from such Company. Such a classification would adversely affect the after-tax return of Members, especially if the classification were to occur retroactively. Furthermore, a change in a Company's tax status would be treated as a sale or exchange of each Member's Class BB Units by the IRS, which could give rise to additional tax liabilities.

Taxable Year

Each Company has a calendar year tax year. The tax year of a Company is important because each Member's share of the Company's deductions, tax credits, if any, income and other items of tax significance must be taken into account on such Member's personal federal income tax return for his, her or its tax year ending within or with which the Company's tax year ends.

Pass Through of Income

As a pass-through entity, neither Company itself will be subject to federal income tax. Instead, each Member will be required to report on his, her or its own income tax return his, her or its share of each Company's taxable income or loss.

Substantially all of each Company's taxable income or loss for the foreseeable future will consist of income and revenue generated via the successful operation of the Renault Resort. Unit and capital gains are reported separately from trade or business income of a Company and retain the same tax characteristics when reported on each Member's individual tax return. Principles discussed in more detail below limit or preclude the use of tax losses allocable to a Member until, in the case of trade or business losses deemed to be passive losses, such time as such exit strategy has occurred. See "Limitations on Availability of Losses."

The amount of a Member's share of taxable income for a year will not ordinarily be identical to the amount of his or her share of cash distributions. Accordingly, in a particular year, a Member may be allocated taxable income without receiving a distribution of cash. Cash received by a Member from a Company generally will not cause recognition of taxable income by a Member but will reduce the Member's basis in his or her Units. However, a distribution of cash in excess of a Member's adjusted basis in his or her Units immediately prior to the distribution will result in the recognition of taxable income to the extent of such excess. Any such taxable income generally will be treated as capital gain.

In addition, we anticipate that all taxable income allocated to Members and gain from sales of interests in either Company or distributions in excess of tax basis, will be "net investment income" which may be subject to an additional 3.8% federal tax, in addition to ordinary income or capital gains tax.

Limitations on Availability of Losses

Tax Basis Rules

Although neither Company is intended to provide material tax benefits to the Members, if a Company incurs a net taxable loss in any year, a Member will only be able to deduct a portion of the taxable loss on his or her individual tax return to the extent (a) such loss may properly be allocated to such Member (as discussed above), (b) such Member has a sufficient tax basis to deduct such loss, (c) such Member has a sufficient amount "at risk" with respect to such Company, and (d) such loss is not suspended under the passive activity rules. The "at risk" and "passive activity" rules are discussed in more detail below.

A Member's tax basis for his or her Class BB Units generally will be equal to the amount of cash and the adjusted basis of other property contributed by him, her or it to the applicable Company, increased by the Member's share of such Company liabilities and by taxable income allocated to the Member, and decreased by the amount of losses allocated to him, her or it and cash distributed to him, her or it. Subject to the limitations discussed below, each Member may deduct on his, her or its federal income tax return his, her or its share of such Company's taxable losses, if any, to the extent that he, she or it has basis in his, her or its Units. Any tax loss in excess of a Member's tax basis may be carried over indefinitely and may be deducted in future years to the extent that the Member's basis has increased above zero.

At-Risk Rules

A Member who is an individual, an S Corporation, or a closely-held C Corporation (i.e., in which five or fewer shareholders directly or indirectly own more than 50% of the stock) must be "at risk" with respect to its investment in Class BB Units in order to deduct the losses and deductions generated by a Company. A Member generally will be considered "at risk" to the extent of the cash and adjusted basis of other property contributed to a Company, as well as any borrowed amounts contributed to such Company with respect to which such Member has personal liability for payment from his or her own assets.

Passive Activity Rules

The passive activity rules are designed to prevent taxpayers from using losses from "passive" activities to offset income from certain other sources, including "active" business income. Whether a particular Member's share of the income or loss of a Company will be characterized as "passive" may depend on his or her personal circumstances. To the extent a Member's interest in a Company is treated as an interest in a passive activity, that Member's allocable share of losses from such Company would only be deductible against the Members' passive income from other investments, and would not be deductible against such Member's income from other non-passive sources, including salary income, income from an active trade or business and income from a portfolio of individual assets. Losses suspended under the passive activity rules may be carried forward indefinitely and used to offset passive income earned in future years or deducted when such Member disposes of his or her interest in such Company. It is not expected that an investment in Class BB Units by a Member will be subject to the passive activity loss limitations.

Disposition of Units

Upon the sale or exchange of all or some the Class BB Units or upon the redemption of such Units by a Company, if held by the Member as a capital asset for more than 12 months, will result in recognition of long-term capital gain or loss, except for such Member's share of such Company's

"Section 751 assets" (i.e. inventory items and unrealized receivables). "Unrealized receivables" includes any right to payment for goods delivered, or to be delivered, to the extent the proceeds would be treated as amounts received from the sale or exchange of non-capital assets, services rendered or to be rendered, to the extent not previously includable in income under the applicable Company's accounting methods, and deductions previously claimed by such Member for depreciation, depletion and Mining and Exploration Costs with respect to the Company. "Inventory items" includes property properly includable in inventory and property held primarily for sale to customers in the ordinary course of business and any other property that would produce ordinary income if sold, including accounts receivable for goods and services. These tax items are sometimes referred to as "Section 751 assets." All of these tax items may be recaptured as ordinary income rather than capital gain regardless of how long a Member has owned the Class BB Units. Moreover, due to the operation of Code Section 751, a Member may recognize both ordinary income and a capital loss on the disposition of the same Class BB Units, even if the Class BB Units are disposed at a loss.

If a Member dies, or sells or exchanges all of his, her or its Class BB Units, the tax year of the Company will close with respect to such Member, but not with respect to the remaining Members, and on the date of death, sale or exchange, and there will be a proration of partnership items for the Company's tax year. If a Member sells less than all of his, her or its Class BB Units, the applicable Company's tax year will not terminate with respect to such Member, but such Member's proportionate share of such Company's items of income, gain, loss, deduction and credit will be determined by taking into account such Member's varying interests in such Company during the tax year.

You are urged to seek advice based on your particular circumstances from an independent tax advisor before any sale or other disposition of your Units, including any redemption of your Class BB Units by a Company.

Company Tax Audits

There is a possibility that, either in the normal course or pursuant to its audit guidelines, the IRS will audit the information returns filed by a Company. An audit could result in the disallowance of certain deductions taken by the investors. In addition, an audit of a Company could lead to an audit of an investor's personal tax return with respect to non-Company items.

The expense of any audit of a Company by the IRS (and by any other taxing authority) will be borne by the Company and not by the Members. All costs of any audit of any Member's return, including any subsequent administrative or court proceedings, will be borne by the Member individually. If a tax deficiency is determined with respect to the return of a Member for any year, the Member will be liable for interest on such deficiency from the due date of the return at the rate set by the IRS on a quarterly basis in accordance with Section 6621 of the Code and may be subject to penalties for underreporting of income and failure to pay tax.

The Code imposes detailed procedures for the auditing of partnerships for federal income tax purposes. These provisions require that the proper tax treatment of partnership items of income, gain, loss, deduction, preference item, and credit must be determined at the partnership level in unified administrative and judicial partnership proceedings rather than in separate proceedings conducted by each partner.

Tax-Exempt Members

In general, Members that are otherwise exempt from federal income taxation pursuant to Section 501(a) of the Code ("Tax-Exempt Investors") are subject to taxation with respect to any unrelated business taxable income ("UBTI"). Under Section 512(c) of the Code, when computing UBTI, a Tax-Exempt Investor must include its distributive share of income of any partnership of which it is a partner to the extent that such income would be UBTI if earned directly by the Tax-Exempt Investor.

UBTI is generally defined as gross income from a trade or business regularly carried on by a tax-exempt entity that is unrelated to its exempt purpose (including an unrelated trade or business regularly carried on by a partnership of which the Member is a partner) less the deductions directly connected with that trade or business. Subject to income earned through conducting a U.S. trade or business and to the discussion of the "unrelated debt financed income" below, UBTI generally does not include interest, most real property rents or gains from the sale, exchange, or other disposition of property (other than inventory or property held primarily for sale to customers in the ordinary course of a trade or business), but does include operating income from businesses owned directly or through a "flow-through" entity for U.S. federal income tax purposes.

If a Tax-Exempt Investor's acquisition of an interest in a Company is debt-financed, or a Company incurs "acquisition indebtedness" with respect to an investment, then all or a portion of the income attributable to the debt-financed property will be included in UBTI regardless of whether such income would otherwise be excluded as dividends, interests, rents, gain or loss from sale of eligible property or similar income. Such treatment will apply, in the case of ordinary income, only in tax years in which a Company had acquisition indebtedness outstanding or, in the case of a sale, if a Company had acquisition indebtedness outstanding at any time during the 12-month period prior to the sale.

In addition, UBTI can be realized through an acquisition, development, and disposition strategy whereby a Company would be treated as a "dealer" with respect to all or part of the assets in which it invests. In this case all the gain from the disposition of such assets generally would be UBTI (subject to a limited exception for gain from the sale of certain real estate assets acquired from insolvent financial institutions). If a Company incurs "acquisition indebtedness" with respect to certain investments, Tax-Exempt Investors will likely recognize UBTI with respect to an investment in Class BB Units. In addition, the loan programs and some of the direct acquisitions of real property may constitute a U.S. trade or business.

There can be no assurance that the Tax-Exempt Investors will not incur UBTI with respect to any investment. Accordingly, Tax-Exempt Investors are urged to consult with their own tax advisors regarding the possible consequences of an investment in Class BB Units.

TAX-EXEMPT INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING ALL ASPECTS OF UBTI.

State and Local Taxes

In addition to the federal income tax aspects described above, Members should consider potential state and local tax consequences of an investment in Class BB Units. Each potential Member is advised to consult with his or her own tax advisor to determine if the state or locality in which he or she is a resident imposes a tax upon his or her share of the income or loss of a Company. To the extent that a non-resident investor pays tax to a state or locality by virtue of operations within that state or locality, the investor may be entitled to a deduction or credit against tax owed to the investor's state or locality of residence with respect to the same income and should consult with his or her tax advisor in this regard. A Company may be required to withhold state taxes from distributions to the Members in some instances.

PURCHASE PROCEDURES

Purchasers electing to purchase the Class BB Units should execute and fully complete the counterpart signature page to the Operating and Subscription Agreements and the Purchaser Questionnaire included in the Offering Documents, and return the completed documents along with payment for the Class BB Units being purchased to:

Capital H1, LLC
Capital H2, LLC
2111 N. Bremen Avenue
Egg Harbor City, New Jersey 08215
Phone: (215) 259-8659

The Class BB Units are being offered under an exemption from registration provided in Section 4(2) of the Securities Act and Regulation D promulgated thereunder.

Except as provided by the securities laws of certain states, a purchase is irrevocable and may be accepted on our behalf by being countersigned by an authorized officer. We have the absolute right to reject any purchase that is tendered. If we reject a purchase, we will promptly return to that purchaser, without interest or deduction, all amounts paid to us, together with all related documents duly canceled.

Each purchaser must be at least 21 years of age and must represent, by executing the Operating and Subscription Agreements, Accredited Investor Questionnaire and Purchase Questionnaire, that it is acquiring the Class BB Units for its own account for investment, without any intention to resell, distribute, or in any way transfer or dispose of its interest in our Company.

Investment in the Class BB Units is suitable only for purchasers who qualify as "accredited investors" in accordance with Rule 506(c) under Regulation D.

Subscriptions will not necessarily be accepted in the order in which they are received.

A person meeting the suitability standards described above should read the entirety of this Memorandum carefully and thoroughly. A person not meeting these suitability standards should return this Memorandum to the Companies.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL TO, OR A SOLICITATION OF AN OFFER TO BUY FROM, ANY PERSON WHO DOES NOT MEET THE SUITABILITY STANDARDS SET FORTH HEREIN AND IN THE OPERATING AND SUBSCRIPTION AGREEMENTS.

ALL PURCHASERS OF THE SECURITIES MUST BEAR THE ECONOMIC RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME AS THIS OFFER AND SALE OF THE SECURITIES HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR QUALIFIED UNDER ANY APPLICABLE SECURITIES LAW AND, THEREFORE, CANNOT BE SOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT AND ANY APPLICABLE SECURITIES LAW OR AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION IS AVAILABLE.

LIMITATION OF THE USE OF THIS MEMORANDUM

This Memorandum, along with all Appendices and attachments hereto, are intended to assist each Company in making a private placement of the Class BB Units. Neither Company has made application with any securities regulatory agency of any state or the SEC for registration of this Offering or obtained a permit to offer and sell the Class BB Units. Each Company is relying on certain federal laws, regulations, policies and judicial precedents, which exempt this Offering from such registration requirements. Specifically, this Offering is being made pursuant to an exemption from registration provided by Rule 506(c) of Regulation D promulgated under the Securities Act. Accordingly, limitations exist on the manner in which the Class BB Units may be offered and sold and on the dissemination of this Memorandum.

NO PERSON ACTING IN ANY CAPACITY WHATSOEVER WITH RESPECT TO THIS OFFERING HAS ANY AUTHORITY TO GIVE ANY INFORMATION OR TO MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, OTHER THAN THOSE WHICH MAY BE CONTAINED IN THIS MEMORANDUM AND IF GIVEN OR MADE, SUCH INFORMATION, REPRESENTATIONS, OR WARRANTIES MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY EITHER COMPANY.

ACKNOWLEDGEMENT

The undersigned, desiring to acquire limited liability company interests in each of Capital H1, LLC and Capital H2, LLC, acknowledges receipt of this PPM.

Date: _____

INDIVIDUAL:

_____
Signature

_____
Printed Name of Purchaser

JOINT:

_____
Signature

_____
Printed Name of Purchaser

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Signature

_____
Printed Name of Purchaser

ENTITY:

_____
Signature

_____
Company Name

_____
Printed Name of Purchaser

_____
Title

IRA / TRUST:

_____
Signature

_____
Printed Name of Purchaser

_____
Investors Initials